



MONTANA
Department of Commerce



Community Development Division

301 S. Park Ave. ★ P.O. Box 200523 ★ Helena, Montana 59620-0523
Phone: 406-841-2770 ★ Fax: 406-841-2771 ★ TDD: 406-841-2702 ★ <http://comdev.mt.gov/>

August 5, 2009

Ron Tussing, Mayor
City of Billings
PO Box 1178
Billings, MT 59103

RECEIVED

AUG - 6 2009

Mayor

Re: Grant recipient HB 645 Local Government Infrastructure Grant #STMGF-60-MP-011

Dear Mayor Tussing:

Congratulations on your HB 645 Local Government Infrastructure Grant for Reconstruction of Alkali Creek Road. Enclosed for your signature is the contract between the City of Billings and the Montana Department of Commerce.

Section 24 of the HB 645 Local Government Infrastructure Grant contract requires grant recipients to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-41-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. The contract requires that proof of compliance and renewal documents be sent to the Department of Commerce. **We ask that local officials submit proof of current Workers' Compensation insurance for their local government when they return the signed grant contract to the Department of Commerce.**

Please sign and return the contract, along with proof of Workers' Compensation insurance to: Linda Stangland, Community Development Division, PO Box 200523, Helena, MT 59620.

Commerce Director Anthony J. Preite will sign the contract when you return it; we will then arrange to have 90% of your \$1,650,688 grant forwarded to the City of Billings. You will receive a copy of the signed contract for your records by return mail. The remaining 10% of the grant will be provided to the City of Billings once we receive your final project closeout documentation.

If you have any questions, please call Linda at 841-2782 or you can reach me at 841-2776.

Best regards,

David Cole, Administrator
Community Development Division

Enclosure

BRIAN SCHWEITZER, GOVERNOR



**LOCAL GOVERNMENT INFRASTRUCTURE GRANT PROGRAM
CONTRACT #STMGF-60-MP-011
City of Billings**

This Agreement is entered into by **City of Billings**, Montana (hereinafter the “Grantee”), and the Montana Department of Commerce, Helena, Montana (the Department).

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

Section 1. PURPOSE

The purpose of this Agreement is to provide grant funding for local government infrastructure project activities approved by the 61st Montana Legislature through the Montana Reinvestment Act (HB 645) and signed into law by Governor Schweitzer on May 14, 2009 (Chapter 489, Laws 2009).

Section 2. AUTHORITY

This Agreement is issued under authority of Title 18, Montana Code Annotated, the Administrative Rules of Montana, Title 2, Chapter 5, and the terms of HB 645 (2009).

Section 3. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws, regulations, ordinances, and resolutions, including the reporting and accountability requirements of the American Recovery & Reinvestment Act of 2009 and all administrative directives and procedures established by the Department, including the Local Government Infrastructure Grant Program Guidelines (June, 2009).
- (b) The Grantee understands and agrees that the work to be performed under this project is funded by federal and/or state recovery and reinvestment funds (“Recovery Funds”), and that the Grantee must report information as required by applicable federal and state law

for itself and all contractors, subcontractors, and subrecipient entities performing work under this Agreement.

- (c) The Grantee understands and agrees that all Projects funded in whole or in part with Recovery Funds must be identified by temporary and/or permanent signs, designed and ordered by the Department and installed at the Project site by the Grantee as directed and approved by the Department. Temporary project signs that are typically used to provide information about the project and its funding must also have both Recovery funds logos placed on the sign. The logos will be provided by the Department.
- (d) The Grantee acknowledges it is subject to the conditions on grant award, disbursement of funds, and other Program policies set forth in the Montana Reinvestment Act.
- (e) The Grantee agrees that the Project will adhere to all applicable design standards required by the Department of Environmental Quality (DEQ). If no DEQ standards are applicable to the Project, the Grantee agrees that the Project will adhere to applicable generally accepted industry standards, such as *Recommended Standards for Wastewater Facilities* or *Recommended Standards for Water Works*, published by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, latest edition.
- (f) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6. SCOPE OF WORK will indicate that the contract is being made under the Montana Reinvestment Act of 2009, and require such contractors, subcontractors, and subrecipient entities to also comply with all applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, resolutions; all applicable DEQ design standards, or, if not applicable, applicable generally accepted industry standards as set forth in this Section; and all administrative directives and procedures established by the Department, including the Local Government Infrastructure Program Guidelines (June, 2009).
- (g) The Grantee expressly agrees to repay to the Department any funds advanced under this Contract that the Grantee, or its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which they delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes and regulations governing the Program, or any applicable local, state, or federal requirements.

Section 4. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract will not exceed \$1,650,688. The Project budget is set forth in Exhibit A.
- (b) Budget adjustments in excess of \$5,000 must be approved in advance by the Department.
- (c) Any grant award funds the Grantee fails to expend on or before September 30, 2010 will revert to the state general fund.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate upon approval of the Grantee's final Request for Payment by the Department, unless otherwise terminated in accordance with the terms of this Contract.
- (b) All Program grant award monies must be expended by the Grantee on or before September 30, 2010. The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit B. The Grantee may modify the implementation schedule set forth in Exhibit B only upon obtaining the prior written approval of the Department.

Section 6. SCOPE OF WORK

The Grantee agrees to engage in Project activities as set forth in Section 57 of the Montana Reinvestment Act (HB 645).

The major components of the Project include the following work for the Grantee:

Reconstruction Alkali Creek Road

Section 7. AMOUNT OF GRANT AND METHOD OF REIMBURSEMENT

- (a) The Department will use the funds appropriated in the Montana Reinvestment Act of 2009 to fund grant awards to the Project activities set forth in Section 57 thereof. The Grantee acknowledges that its access to Recovery Funds is subject to their availability.
- (b) Payment to the Grantee for approved Project activities under the Contract will be in accordance with the disbursement schedule listed below:

- (i) Payment #1 – 90% of the award amount will be available upon Contract execution in conjunction with the receipt of Grantee's Request for Payment.
 - (ii) Payment #2 – The remaining 10% of the award amount will be available for payment upon project completion in conjunction with the receipt of all required reports and Grantee's final Request for Payment.

- (c) Grantee acknowledges and agrees that if the Grantee fails to file its annual financial report or to follow any other reporting or auditing requirements established by any state or federal agency or authorized agent thereof, as set forth in Sections 2-7-503, 5-13-304, and 18-1-118, MCA, and other laws, the Department of Commerce reserves the right to release any remaining Program funds to that local government on a reimbursement basis only, upon receipt of a Request for Reimbursement accompanied by adequate supporting documentation of project expenses.

- (d) As further set forth in Section 19. TERMINATION OF AGREEMENT, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.

- (e) The grant funds may not be used to cover any costs incurred by the Grantee prior to May 14, 2009, for any expenses not included in Exhibit A or an approved adjustment thereto, or for any expenses not clearly and adequately supported by the Contractor's records.

- (f) Unless otherwise stated herein, the Department is allowed 30 working days to process a Request for Payment. The Grantee may be required to provide banking information at the time of Contract execution in order to facilitate electronic funds transfer payments. The Department may withhold payments to the Grantee if the Grantee has breached the terms of this Contract.

- (g) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract, the Department may withhold the final payment to the Grantee until such time as the parties agree on a plan to remedy the deficiency.

- (h) Any Requests for Payment for contracted or subcontracted services must attach appropriate documentation demonstrating compliance with applicable state procurement requirements.

- (i) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.
- (j) If the Department determines that the Grantee is not likely to expend all grant funds by September 30, 2010, it may require the Grantee to request an amendment to the scope of the awarded project or redistribute all or a portion of the award to other projects proposed by the Grantee.

Section 8. REPORTING REQUIREMENTS

- (a) Quarterly Progress Reports. During the term of this Contract, the Grantee will submit project progress reports to the Department within 15 days of the end of each calendar quarter. These reports will describe the status of the activities set forth in Section 6. SCOPE OF WORK, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. The report must also describe any significant problems encountered in carrying out the Project and the scope of any necessary modifications the Grantee is requesting in the SCOPE OF WORK, BUDGET, or Project implementation schedule. Timely quarterly reports are extremely important to the Department's ability to submit its report to the Office of Budget and Program Planning for the reporting requirements of the Montana Reinvestment Act funds. The Department, at its discretion, may decline to honor the final 10% Request for Payment if the required quarterly progress report has not been submitted to or approved by the Department.
- (b) Monthly Recovery Funds Reports. No later than the first Friday of each month during the term of this Contract, the Grantee must report, at a minimum, for itself and all contractors, subcontractors, and subrecipient entities, the following information:
 - (1) The dollar amount of all contractor invoices;
 - (2) The supplies delivered and the services performed;
 - (3) An assessment of the completion status of the work;
 - (4) An estimate of the number of jobs created and the number of jobs retained as a result of the Recovery funds:
 - (i) "Jobs created" means the cumulative new positions created and filled, or previously existing unfilled positions that are filled, for each project, as a running total over the life of the project, expressed as "full time equivalent" (FTE), calculated cumulatively as all hours worked (jobs created cumulative work hours) divided by the total number of hours in a full time schedule, as defined by the Grantee.

- (ii) "Jobs retained" means the cumulative previously existing filled positions that are saved/retained for each project, as a running total over the life of the project, expressed as FTE, calculated cumulatively as all hours worked (jobs saved cumulative work hours) divided by the total number of hours in a full time schedule, as defined by the Grantee.
 - (iii) The Grantee must report the FTE (job counts should be converted to full-time equivalents), cumulative work hours, and total number of hours in a full time schedule, as defined by the Grantee, for both jobs created and retained.
 - (iv) Temporary construction jobs should also be converted to annualized full-time equivalents. For example, 20 full-time jobs on a three-month project count as 5 full-time equivalent annualized jobs; and
- (5) Name and physical location of all contractors, subcontractors, and subrecipient entities engaged in any of the activities described in Section 6. SCOPE OF WORK.
- (c) Project Completion Report. Upon completion of the final Project, the Grantee will submit a final Project Completion Report to the Department. The Project Completion Report will describe the total costs incurred for the Project, identify the final completion date, summarize any significant problems encountered in carrying out the Project, and provide the final Recovery Funds information for each item set forth in paragraph (b) in this Section. Within 15 days of receiving the Project Completion Report, the Department will issue the Notice of Project Close-out.

Section 9. LIAISONS

The contact persons for this Agreement are:

For the Department of Commerce:

Dave Cole (or successor)
Administrator, Community Development
Montana Department of Commerce
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2776

For the Grantee:

Ron Tussing, Mayor
City of Billings
PO Box 1178
Billings, MT 59103
406-657-8433

Section 10. ACCESS TO AND RETENTION OF RECORDS

The Grantee shall create and maintain records of the services covered by this Contract, including but not limited to financial records, supporting documents, and such other records as are required by law or other authority, and to provide the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.) The Grantee agrees to create and retain records supporting the services rendered or supplies delivered for a period of three (3) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Billings, Montana.

Section 11. PROJECT MONITORING

- (a) The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with the SCOPE OF WORK, the proper use of Recovery Funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department will advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.
- (b) Failure by the Grantee to proceed with reasonable promptness to take necessary corrective actions shall be a default. If the Grantee's corrective actions remain unacceptable, the Department may terminate this Contract in whole or in part, or reduce the contract price or award to reflect the reduced value of services received.

Section 12. COMPLIANCE WITH LAWS

- (a) The Grantee must, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, policies, regulations, and ordinances, including

the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Grantee subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

- (b) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 13. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Section 18-4-311, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).
- (b) The Department or any other legally authorized governmental entity or their authorized agents may, at any time during or after the term of this Contract, conduct, in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration and expenditure of the monies provided through this Contract and to ensure the appropriate administration and delivery of services provided through this Contract.
- (c) The Grantee, for purposes of audit and other administrative activities, in accordance with 18-1-118, MCA and other authorities, must provide and the Department any other legally authorized governmental entity or their authorized agents access at any time to all of their respective records, materials and information, including any and all audit reports with supporting materials and work documents, pertinent to the services provided under this Contract until the expiration of three (3) years from the completion date of this Contract. The Department and any other legally authorized governmental entity or their authorized agents may record any information and make copies of any materials necessary for the conduct of an audit or other necessary administrative activity.

Section 14. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA (as applicable) regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.

Section 15. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee, or any of its contractors or subcontractors, in furtherance of this Contract are the property of the Grantee and the Department, which both have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Department and the Grantee.

Section 16. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- (a) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6. SCOPE OF WORK or any portion thereof must indicate, in writing, that the Contract is being made under the Montana Reinvestment Act of 2009, and require such contractors, subcontractors, and subrecipient entities to also comply with all applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, resolutions; all administrative directives and procedures established by the Department, including the Local Government Infrastructure Program Guidelines (May 2009), and all of the terms and conditions of this Contract.
- (b) The Grantee's assignment, transfer, delegation, or subcontract of this Contract or any portion thereof neither makes the State a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the State.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, delegation, or subcontract of this Contract or any portion thereof.

Section 17. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, subcontractors under the Contract.

Section 18. INSURANCE

- (a) General Requirements. Grantee shall maintain and shall assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers are to be covered as additional insured's for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) Primary Insurance. Grantee's insurance coverage shall be primary insurance with respect to the State of Montana, its elected or appointed officers, officials, employees, or volunteers and shall not contribute with it.
- (c) General Liability Insurance. At its sole cost and expense, the Grantee shall purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory Tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (d) Professional Liability Insurance. Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the

effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

- (e) Property Insurance. At its sole cost and expense, the Grantee shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g <http://rmtd.mt.gov/aboutus/publications/files/NEHRP.pdf> for loss or damage for any building and all related improvements and contents therein on the premises on a replacement cost basis throughout the term of the contract.
- (f) General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements are to be received by the Department prior to beginning any activity provided for under the Contract. Grantee shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy at any time, including endorsements.

Section 19. TERMINATION OF CONTRACT

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

- (a) Availability of Funding. This Contract is automatically canceled if federal funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, are not appropriated or otherwise made available to support the Contract's commencement or continuation of performance.
- (b) Termination for Cause with Notice to Cure Requirement. The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

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

Section 20. NOTICE

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

Section 21. DEBARMENT

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

Section 22. CONTRACT AMENDMENT

Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement by all parties to the Contract.

Section 23. DEFAULT

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

Section 24. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-41-417, MCA. Proof of compliance must be in the form of workers' compensation

insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department.

Section 25. FORCE MAJEURE

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

Section 26. SEPARABILITY

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

Section 27. NO ARBITRATION

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

Section 28. REFERENCE TO CONTRACT

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

Section 29. NO WAIVER OF BREACH

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

Section 30. JURISDICTION AND VENUE

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

Section 31. INTEGRATION

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

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

CITY OF BILLINGS:

Ron Tussing, Mayor

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

MONTANA DEPARTMENT OF COMMERCE:

Anthony J. Preite, Director
Montana Department of Commerce

Date

Exhibit A

Project Budget

PROJECT BUDGET FOR HB 645 INFRASTRUCTURE PROJECT				
<u>City of Billings</u>				
ACTIVITY COSTS:	HB 645 Grant	City Arterial & Construction/ Storm Funds	(Identify Other Funds)	Total Project Cost
Equipment Cost	\$	\$	\$	\$
Construction Cost	\$1,650,688	\$299,312	\$	\$ 1,950,000
Architectural/Engineering Design	\$	\$354,124	\$	\$354,124
Bidding/Const. Admin.	\$	\$255,000	\$	\$255,000
Contingency	\$	\$195,000	\$	\$195,000
TOTAL PROJECT COSTS	\$ 1,650,688	\$1,103,436	\$	\$2,754,124

Exhibit B

Project Implementation Schedule

<u>IMPLEMENTATION SCHEDULE FOR THE CITY OF BILLINGS</u>										
TASK	QUARTERS 2009				QUARTERS 2010				QUARTER S 2011	
	1 ST	2 ND	3 RD	4 TH	1 ST	2 ND	3 RD	4 TH	1 ST	2 ND
<u>PROJECT START-UP AND REPORTING</u>										
A. Sign contract with Department of Commerce				X						
B. Secure approval of other funding			X							
C. Submit ARRA progress reports					X	X	X			
<u>PROJECT CONSTRUCTION</u>										
A. Architectural/Engineering Design	X	X	X	X						
B. Construction and purchase and installation of equipment					X	X				
C. Final Inspection							X			
<u>PROJECT CLOSE-OUT</u>										
A. Submit project completion report							X			
B. Include project in audits						X	X			