

PROFESSIONAL SERVICES CONTRACT

This Contract is entered into this 24th day of May, 2010, by and between the

BIG SKY ECONOMIC DEVELOPMENT AUTHORITY (Big Sky EDA)
Billings, Montana herein referred to as "BSEDA"

And

CITY OF BILLINGS
herein referred to as "Contractor"

Witnesseth:

WHEREAS, BSEDA desires to engage the Contractor to render certain services related to project management for a specific U.S. Dept. of Housing and Urban Development (HUD) Economic Development Initiative Special Project # B-09-SP-MT-0034; and

WHEREAS, Contractor is willing to perform the requested services pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONTRACTOR.** BSEDA agrees to engage the Contractor, and the Contractor agrees to provide the following services in order to provide for project management activities as approved by HUD.
2. **INDEPENDENT CONTRACTOR.** It is understood by the parties hereto that the Contractor is an independent contractor and that neither its principals nor its employees, if any, are employees of BSEDA as a result of any activities or work undertaken to perform Contractor's duties under this agreement for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, the Contractor has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder.
3. **LIAISON.** BSEDA designated liaisons with the Contractor are Patty Nordlund, Community Development Manager, or her designee. The Contractor's designated liaison with BSEDA is Dave Mumford, Public Works Director, or his designee.
4. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect on date indicated above and is effective until either party gives 30 days notice of intention to terminate agreement.
5. **SCOPE OF SERVICES.** The Contractor will perform the following services:

The scope of services includes providing project management services to accomplish conversion of 2nd and 3rd Avenues North, between North 13th Street and North 22nd Street, to two-way traffic. Services may include all administrative and engineering functions which may include preparation of design, bid documents, construction

administration, and preparation of project cost reimbursement documentation, project and financial reporting, as outlined in the Scope of Services attached as Exhibit A. If it is determined that a third party design firm will do the engineering work, the City will manage the procurement and design of the services. All services shall be performed in such a manner as to comply with HUD regulations and requirements as outlined in the Agreement between HUD and BSEDA, attached as Exhibit B.

6. **COMPENSATION.** For the satisfactory completion of the Project Management services to be provided under this Contract, BSEDA will pay the Contractor no more than \$15,000. For the satisfactory completion of the Design services to be provided under this Contract, BSEDA will pay the Contractor no more than \$23,613 including any subcontractor fees. Contractor will submit requests for payment for all work performed under this Contract, including subcontracted work, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other actual eligible expenses incurred during the billing period, and the total amount being billed. For both Contract and subcontracted work, the Contractor will submit approved requests for payment to BSEDA Controller Jim Tevlin at 222 N. 32nd Street, Suite 200, Billings, MT 59101. Controller will process payment requests through HUD and issue payment to the Contractor upon receipt of HUD funds. Requests for payment must coincide with and will not exceed the HUD-approved budget attached as Exhibit C.
7. **CONFLICT OF INTEREST.** The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in BSEDA activities that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in performing this Contract, it will employ no person who has any such interest.
8. **MODIFICATION AND ASSIGNABILITY OF CONTRACT.** This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Contractor may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of BSEDA. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.
9. **TERMINATION OF CONTRACT.** This Contract may be terminated as follows:
 - (a) **Termination due to loss of funding.** This Contract will terminate, in whole or in part, at the discretion of BSEDA in the event that there is a reduction or termination of payments by funding agents so as to prevent BSEDA from paying the Contractor. In this event, BSEDA will give the Contractor advance written notice which sets forth the effective date of the termination and explain that the termination is due to a loss or reduction of funding.
 - (b) **Termination for cause.**
 - (i) If, at any time before the date of completion, one of the parties determines that the other party has failed to comply with any of the terms and conditions of this Contract, the aggrieved party may give notice, in

writing, to the defaulting party of any deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If the defaulting party fails to cure and correct all defaults claimed within a reasonable period to be specified in the notice, the aggrieved may, with no further notice, declare this Contract to be terminated in whole or in part.

- (ii) If the Contractor is the defaulting party, it will thereafter be entitled to receive payment for those services satisfactorily performed to the date of termination less the amount of reasonable damages suffered by the County by reason of the Contractor's failure to comply with the contract's terms and conditions.
- (iii) If BSEDA is the defaulting party it will pay the Contractor for those services satisfactorily performed to the date of termination plus the amount of reasonable damages suffered by the Contractor by reason of BSEDA failure to comply with the contract's terms and conditions.
- (iv) Notwithstanding the above, the defaulting party is not relieved of liability to the aggrieved party for contract damages sustained by the aggrieved party by virtue of any breach of this contract.
- (v) If the Contractor is the defaulting party, BSEDA may withhold any payments to the Contractor for purposes of setoff until the exact amount of contract damages due BSEDA from the Contractor is determined.

10. **NONDISCRIMINATION.** Neither the Contractor nor BSEDA will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.
11. **OWNERSHIP AND PUBLICATION OF MATERIALS.** All reports, information, data, and other materials prepared by the Contractor pursuant to this Contract are the property of BSEDA which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto.
12. **REPORTS AND INFORMATION.** The Contractor will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by BSEDA to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to BSEDA or its authorized representative, and will be retained for three years after receipt of final payment for the services rendered under this Contract unless permission to destroy them is granted by BSEDA.
13. **ACCESS TO RECORDS.** It is expressly understood that the Contractor's records relating to this Contract will be available during normal business hours for inspection by BSEDA.
14. **PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE.** The parties understand and agree that performance of this contract is in Yellowstone County,

Montana and that in the event of litigation concerning it, venue is in the 13th Judicial District Court in and for the County of Yellowstone, State of Montana.

This Contract will be construed under and governed by the laws of the State of Montana.

15. **INDEMNIFICATION.** The Contractor waives any and all claims and recourse against BSEDA including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Contractor's performance of this contract except for liability arising out of concurrent or sole negligence of BSEDA or its officers, agents or employees. Further, the Contractor will indemnify, hold harmless, and defend BSEDA against any and all claims, causes of action, demands, damages, judgments, costs, expenses or liability arising out of the Contractor's negligent or intentional acts or omissions relating to the Contractor's performance of this Contract. BSEDA will indemnify, hold harmless, and defend Contractor against any and all claims, causes of action, demands, damages, judgments, costs, expenses or liability arising out of BSEDA's negligent or intentional acts or omissions relating to BSEDA's performance of this Contract

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 24th day of May, 2010.

CONTRACTOR: CITY OF BILLINGS

Big Sky Economic Development
Authority (BSEDA)

BY: Christina F. Volek
Christina F. Volek, City Administrator

BY: Patrick B. Kinnel

DATE: 5/24/10

DATE: 5/13/2010

EXHIBIT A Scope of Work

Project Description: The City of Billings (Contractor) will provide project management services to accomplish conversion of 2nd and 3rd Avenues North, between North 13th Street and North 22nd Street, to two-way traffic. Services may include all administrative and engineering functions which may include preparation of design, bid documents, construction administration, and preparation of project cost reimbursement documentation, project and financial reporting. Services shall be performed in a manner as to comply with Federal regulations and requirements contained in Exhibit B attached hereto. Contractor is responsible to incorporate appropriate public input and to accomplish a formal local adoption process as necessary for completion of the project. The Contractor may use consultant/subcontractor support as appropriate. If it is determined that a third party design firm will do the engineering work, the City will manage the procurement and design of the services.

Project Deliverable: Bid documents and administration through construction of signing, striping, bike lanes and traffic control devices that allow two-way travel on 2nd and 3rd Avenues North (between North 13th Street and North 22nd Street) in Billings, Montana, as recommended in the East Billings Urban Renewal District Master Plan, and in compliance with U.S. Dept. of Housing and Urban Development (HUD) guidelines and budget.

Work Program: The Contractor shall perform the following tasks:

Task 1: Coordination

Coordinate throughout the street conversion process with applicable agencies, governing bodies, property owners, the public and neighboring jurisdictions.

Deliverable: Documentation of contacts and public meetings/hearings.

Task 2: Project Design and Cost Estimate

Complete design work necessary to accomplish the project in accordance with HUD regulations and budget. Provide cost estimate.

Deliverable: Construction drawings and cost estimate.

Task 3: Secure qualified subcontractor services, if necessary

Prepare a detailed scope of work for subcontractor services for design consistent with the HUD-approved budget and scope of work, follow applicable procurement procedures, review potential subcontractors with BSEDA, and enter into a contract with the selected subcontractor/s.

Deliverables:

1. Documentation of procurement procedures.
2. Final executed contract/s.

Task 4: Construction Contract Administration

Prepare bid documents, bid services and contract preparation for construction contract between BSEDA and selected construction contractor.

Deliverable: Construction contract.

Task 5: Project Oversight

Maintain oversight to assure compliance with HUD requirements as contained in Exhibit B, *Agreement*, and keep BSEDA informed of timelines and milestones.

Deliverable: Monthly Project Progress Reports

Task 6: Project Inspection

Inspect completed project work and document compliance with applicable standards.

Deliverable: Copies of inspection reports and/or other documentation.

Task 7: Budget Oversight

Oversee expenditures to maintain compliance with the HUD-approved budget (Exhibit C). Submit approved invoices monthly to Big Sky EDA's controller, Jim Tevlin, by email to: tevlin@bigskyeda.org or by hard copy to Jim Tevlin, Big Sky EDA, 222 North 32nd Street, Billings, MT 59101-1948.

Deliverables:

1. Approved invoices
2. Documentation of Project Management time for City of Billings staff

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING

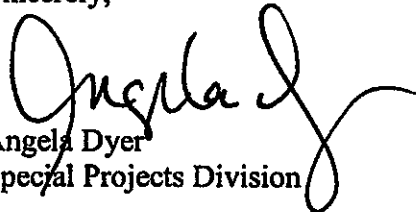
March 4, 2010

Dear Grantee:

I am returning a signed copy of your grant agreement and the HUD 1044 for your records. Your financial documents have been sent for processing. Please allow 14 business days from the date of this letter to initiate your first drawdown. Please let me know if I can be of further assistance. I may be reached at (202) 708-3773, ext. 7111, fax (202)-708-7543, or Angela.M.Dyer@hud.gov.

We look forward to your successful completion of the project.

Sincerely,



Angela Dyer
Special Projects Division

FY 2009 EDI-SPECIAL PROJECT NO. B-09-SP-MT-0034

GRANT AGREEMENT

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Big Sky Economic Development Authority (the Grantee) is made pursuant to the authority of Public Law 111-8 (Department of Housing and Urban Development Appropriations Act, 2009) and a listing of certain specific Economic Development Initiative Special Projects specified in the Committee Print of the Committee on Appropriations U.S. House of Representatives, March 2009. The Grantee's application, as may be amended by the provisions of this Grant Agreement, is hereby incorporated into this Agreement.

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$308,750 available to the Grantee.

The Grantee agrees to abide by the following:

ARTICLE I. HUD Requirements.

The Grantee agrees to comply with the following requirements for which HUD has enforcement responsibility.

A. The grant funds will only be used for activities described in the application, which is incorporated by reference and made part of this Agreement as may be modified by Article VII (A) of this Grant Agreement.

B. EQUAL OPPORTUNITY REQUIREMENTS

The grant funds must be made available in accordance with the following:

1. For projects involving housing, the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107.
2. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.
3. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.

4. The requirements of 24 CFR 5.105(a) regarding equal opportunity as well as the requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60.
5. For those grants funding construction covered by 24 CFR 135, the requirements of section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u) which requires that economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons and to businesses that provide economic opportunities for these persons.
6. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, the Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with grant funded activities. See 24 CFR Part 85.36(e), which describes actions to be taken by the Grantee to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.
7. Where applicable, Grantee shall maintain records of its efforts to comply with the requirements cited in Paragraphs 5 and 6 above.

C. ENVIRONMENTAL REVIEW REQUIREMENTS.

1. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee agrees to assume all of the responsibilities for environmental review and decision-making and actions, as specified and required in regulations issued by the Secretary pursuant to the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.
2. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital, or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe, or Alaskan Native Village, within which the project is located and which exercises land use responsibility, to assume all of the responsibilities for environmental review and decision-making as specified in paragraph C.1 above, and the Grantee shall carry out all of the responsibilities of a recipient under 24 CFR Part 58.

- D. Administrative requirements of OMB Circular A-133 "Audits of States, Local governments and Non-Profit Organizations."
- E. For State and Local Governments, the Administrative requirements of 24 CFR Part 85, including the procurement requirements of 24 CFR Part 85.36, and the requirements of OMB Circular A-87 regarding Cost Principles for State and Local Governments. For Non-Profits, the Administrative requirements of 24 CFR Part 84, including the procurement requirements of 24 CFR Part 84.40, and OMB Circular A-122 regarding Cost Principles for Non-Profit Institutions. For Institutions of Higher Education the applicable OMB Circular regarding Cost Principles is A-21.
- F. The regulations at 24 CFR Part 87, related to lobbying, including the requirement that the Grantee obtain certifications and disclosures from all covered persons.
- G. The regulations at 24 CFR Part 21, regarding requirements for Drug- Free Workplace.
- H. The Uniform Relocation Act as implemented by regulations at 49 CFR Part 24.
- I. The Grantee will comply with all accessibility requirements under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8, where applicable.
- J. The regulations at 24 CFR Part 35, where applicable, regarding Lead-Based Paint Poisoning Prevention in Certain Residential Structures.
- K. The regulations at 24 CFR Part 5.109, where applicable, regarding Equal Participation of Religious Organizations in HUD Programs and Activities.

ARTICLE II. Conditions Precedent to Draw Down.

The Grantee may not draw down grant funds until the following actions have taken place:

- A. The Grantee has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying.
- B. Any other conditions listed in Article VII (C) of this Grant Agreement.

ARTICLE III. Draw Downs.

- A. A request by the Grantee to draw down grant funds under the Voice Response Access system or any other payment system constitutes a representation by the Grantee that it and all participating parties are complying with the terms of this Grant Agreement.

- B. The Grantee will be paid on an advance basis provided that the Grantee minimizes the time elapsing between transfer of the grant funds and disbursement for project purposes and otherwise follows the requirements of 24 CFR Part 85 or Part 84 and Treasury Circular 1075 (31 CFR Part 205).
- C. Before the Grant Agreement is signed, the Grantee may incur cost for activities which are exempt from environmental review under 24 CFR Part 58 and may charge the costs to the grant.

ARTICLE IV. Progress Reports.

- A. The Grantee shall submit to the Grant Officer a progress report every six months after the effective date of the Grant Agreement. Progress reports shall consist of (1) a narrative of work accomplished during the reporting period and (2) a completed Financial Status Report - Form 269 A.

HUD may require additional information or increased frequency of reporting as described in Article VII (C).

- B. The performance reports must contain the information required under 24 CFR Part 85.40(b) (2) or 24 CFR Part 84.51(a), as applicable including a comparison of actual accomplishment to the objectives indicated in the approved application, the reasons for slippage if established objectives were not met, and additional pertinent information including explanation of significant cost overruns.
- C. No grant drawdowns will be approved for projects with overdue progress reports.

ARTICLE V. Project Close-out.

- A. The grantee shall submit to the Grant Officer a written request to close-out the grant 30 days after the grantee has drawn down all funds and completed the activities described in the application, as may be amended. The final report shall consist of (1) a narrative of all work accomplished during the project period and (2) a completed Financial Status Report - Form 269 A covering the entire project period.

HUD will then send the Close-out Agreement and Close-out Certification to the Grantee. At HUD's option, the Grantee may delay initiation of project close-out until the resolution of any HUD monitoring findings. If HUD exercises this option the Grantee must promptly resolve the findings.

- B. The Grantee recognizes that the close-out process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any review in any way possible, including making available records requested by HUD and the project for on-site HUD inspection.

- C. The Grantee shall provide to HUD the following documentation:
1. A Certification of Project Completion.
 2. A Grant Close-out Agreement.
 3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of OMB Circular A-122, A-87 or A-21 as applicable, including the "necessary and reasonable" standard); a certification of the costs; and the amounts and sources of other project funds.
 4. A final performance report providing a comparison of actual accomplishments with each of the project commitments and objectives in the approved application, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
- D. The Grantee agrees that the grant funds are allowable only to the extent that the project costs, meeting the standard of OMB Circular A-122, A-87 or A-21 as applicable, equal the grant amount plus other sources of project funds provided.
- E. When HUD has determined that the grant funds are allowable, the activities were completed as described by the Grant Agreement, and all Federal requirements were satisfied, HUD and the Grantee will sign the Close-out Agreement and Close-out Certificate.
- F. The Close-out Agreement will include the Grantee's Agreement to abide by any continuing federal requirements.

ARTICLE VI. Default.

A default under this Grant Agreement shall consist of using grant funds for a purpose other than as authorized by this Agreement, any noncompliance with legislative, regulatory, or other requirements applicable to the Agreement, any other material breach of this Agreement, or any material misrepresentation in the application submissions.


ARTICLE VII. Additional Provisions.

- A. **Project Description.** The project is as described in the application with the following changes:
- B. **Changes or Clarification to the Application Related to Participating Parties:**
The Administrative Agent if any:
- C. **Special Conditions:**
The 2009 HUD Appropriations Act provides that no funds made available under the Act may be used to support any Federal, State or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For purposes of this provision, public use shall not be construed to include economic development that primarily benefits private entities.

U.S. Department of Housing
and Urban Development

Big Sky Economic Development
Authority
Mr. Steve Arveschoug


Authorized Signature


Authorized Signature

Robert Duncan
Associate Deputy Assistant Secretary
for Economic Development

Executive Director
Title

1/22/2010
Date

1-7-10
Date

Assistance Award/Amendment

U.S. Department of Housing and Urban Development
Office of Administration

1. Assistance Instrument Cooperative Agreement <input type="checkbox"/> Grant <input checked="" type="checkbox"/>		2. Type of Action Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>																			
3. Instrument Number B-09-SP-MT-0034	4. Amendment Number	5. Effective Date of this Action	6. Control Number																		
7. Name and Address of Recipient Big Sky Economic Development Authority 222 North 32nd Street, Suite 200 Billings, MT 59101 EIN: 81-0465162		8. HUD Administering Office CPD, EDI Special Project Division 451 7th Street, SW, Rm 7146 Washington, DC 20410-7000																			
10. Recipient Project Manager Steve Arveschoug		8a. Name of Administrator	8b. Telephone Number																		
11. Assistance Arrangement <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input checked="" type="checkbox"/> Fixed Price		12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse																			
13. HUD Payment Office Chief Financial Officer		9. HUD Government Technical Representative Angela Dyer 202-402-7111																			
14. Assistance Amount		15. HUD Accounting and Appropriation Data																			
<table border="1"> <tr><td>Previous HUD Amount</td><td></td></tr> <tr><td>HUD Amount this Action</td><td>\$308,750.00</td></tr> <tr><td>Total HUD Amount</td><td>\$308,750.00</td></tr> <tr><td>Recipient Amount</td><td></td></tr> <tr><td>Total Instrument Amount</td><td>\$308,750.00</td></tr> </table>		Previous HUD Amount		HUD Amount this Action	\$308,750.00	Total HUD Amount	\$308,750.00	Recipient Amount		Total Instrument Amount	\$308,750.00	<table border="1"> <tr><td>15a. Appropriation Number</td><td>15b. Reservation Number EID 09</td></tr> <tr><td>Amount Previously Obligated</td><td></td></tr> <tr><td>Obligation by this Action</td><td>\$308,750.00</td></tr> <tr><td>Total Obligation</td><td>\$308,750.00</td></tr> </table>		15a. Appropriation Number	15b. Reservation Number EID 09	Amount Previously Obligated		Obligation by this Action	\$308,750.00	Total Obligation	\$308,750.00
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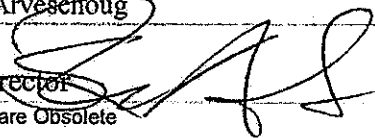

16. Description
by the Big Sky Econ. Dev. Authority, Billings, MT for development and urban renewal in East Downtown Billings

This Award consists of the following items which are appended to and hereby made part of this Award:

- (A) Cover Page - HUD 1044
- (B) Grant Agreement

Special Conditions:

Please contact David Rigirozzi - HUD Area Environmental Officer at 303-672-5016, David.W.Rigirozzi@hud.gov concerning environmental review. NO FUNDS may be committed to the project or drawn down prior to environmental release of funds approval.

17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.	18. <input type="checkbox"/> Recipient is not required to sign this document.
19. Recipient (By Name): Mr. Steve Arveschoug	20. HUD (By Name): Robert Duncan
Signature & Title:  Executive Director	Signature and Title:  ADAS for Economic Development
Date: 1-7-10	Date: 1/22/2010

Previous Editions are Obsolete

BUDGET

HUD EDI
 Special Project
 Grant #B-09-SP-MT-0034

Project: Big Sky EDA
 Development and Urban Renewal
 East Downtown Billings

<u>ITEM</u>		<u>AMOUNT</u>
<u>ADMINISTRATION ACTIVITIES</u>		
Project Administration/Grant Reporting: (Big Sky EDA)		
Salaries	\$11,520	
Benefits @ 26%	\$2,995	
Legal/Accounting	<u>\$1,000</u>	
		\$15,515
Project Management (City of Billings)	\$15,000	
Project Design	<u>\$23,613</u>	
		<u>\$38,613</u>
<i>Total Administration Activities = 17.5% of Grant Budget</i>		\$54,128
<u>HARD COST ACTIVITIES</u>		
<i>Conversion of 2nd & 3rd Avenues North from One-Way to Two-Way Streets:</i>		
Existing lane line obliteration, chip seal - 59,200 SF @ \$.15	\$8,880	
Striping, double-yellow centerline - 11,840 LF @ \$.50	\$5,920	
Remove existing signs - 232 @ \$20 each	\$4,640	
Railroad crossing cantilever relocation - 2 @ \$70,000	\$140,000	
Striping, 6" white bike lane - 11,840 LF @ \$.60	\$7,104	
Striping, 4" white parking lane - 11,840 LF @ \$.50	\$5,920	
Striping, bike lane symbols - 72 @ \$75	\$5,400	
New bike lane signs - 72 @ \$250	<u>\$18,000</u>	
Hard cost subtotal	<u>\$195,864</u>	
Contingency @ 10%	\$19,586	
Traffic control, Taxes-Bonds-Insurance, Mobilization @ 20%	<u>\$39,172</u>	
<i>Total Hard Cost Activities = 82.5% of Grant Budget</i>		<u>\$254,622</u>
<u>TOTAL GRANT BUDGET:</u>		<u><u>\$308,750</u></u>