



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
January 17, 2023
7:00 PM
Revised**

The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.

Public participation is welcome in the following ways:

- Attend in person.

Provide public comments in writing by 12:00 PM the day of the meeting: Mail to City Clerk, PO Box 5021, Great Falls, MT 59403, or via email to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

1. Black History Month and Catholic Schools Week.

COMMUNITY INITIATIVES

2. Community Health Update from City County Health Officer – Abigail Hill.

PETITIONS AND COMMUNICATIONS

3. Miscellaneous reports and announcements.

(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 3 minutes. When at the podium, state your name and either your address or whether you are a city resident for the record.)

NEIGHBORHOOD COUNCILS

4. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

5. Miscellaneous reports and announcements from Boards and Commissions.

6. Appointment to the Regional Airport Authority Board.

CITY MANAGER

7. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

The Consent Agenda is made up of routine day-to-day items that require Commission action. Items may be pulled from the Consent Agenda for separate discussion/vote by any Commissioner.

8. Minutes, January 3, 2023, City Commission Meeting.
9. Total Expenditures of \$4,137,107 for the period of December 16, 2022 through January 4, 2023, to include claims over \$25,000, in the amount of \$1,427,009.
10. Contracts List.
11. ARPA Sub-Award Grant Agreement List as approved by the City Commission at its December 6, 2022 meeting.
12. CARES Grant Agreement as approved by the City Commission at its September 6, 2022 Meeting.
13. Approve the Professional Services Agreement with Robert Peccia & Associates for the preparation of an Update to the Great Falls Area Long Range Transportation Plan to be funded with Federal Transportation Planning dollars.
14. Rescheduling the Tuesday, July 4, 2023 Commission Work Session and Meeting to Wednesday, July 5, 2023.

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member. After motion is made, Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

PUBLIC HEARINGS

15. Resolution 10480, A request from Brian Miller for a Conditional Use Permit for a “Two-family residence” land use upon the property located at the corner of 6th Avenue South and 20th Street South. *Action: Conduct a public hearing and adopt or deny Res. 10480. (Presented by Craig Raymond)*
16. Resolution 10486, A request from Talcott Properties for West Bank Tax Increment Financing funds for infrastructure buildout to serve West Bank Landing North Phase, Lots 4B, 5, and 6B. *Action: Conduct a public hearing and adopt or deny Res. 10486 and approve or not approve the Development Agreement. (Presented by Craig Raymond)*

OLD BUSINESS

17. Water Treatment Plant Solids Mitigation Project. Alternative Project Delivery Contract Award for General Contractor Construction Manager (GCCM) Services. *Action: Award or not award a contract to Sletten Construction Company for Construction Services at a Guaranteed Maximum Price (GMP) of \$11,110,162 and authorize or not authorize the City Manager to execute the contract documents. (Presented by Jesse Patton)*
18. Water Treatment Plant (WTP) Solids Mitigation Project, Professional Services Agreement for Engineering Construction Phase Services. *Action: Approve or not approve a Professional Services Agreement in the amount of \$546,700 to Advanced Engineering and Environmental*

Services, Inc. (AE2S), for Construction Phase Services and authorize or not authorize the City Manager to execute the agreement documents. (Presented by Jesse Patton)

NEW BUSINESS

19. Great Falls Wastewater Treatment Plant Solids Building HVAC Improvements. *Action: Award or not award the bid of \$1,133,889 to Central Plumbing and Heating, Inc. and authorize or not authorize the City Manager to execute the contract documents. (Presented by Jesse Patton)*

ORDINANCES / RESOLUTIONS

CITY COMMISSION

20. Miscellaneous reports and announcements from the City Commission.
21. Commission Initiatives.
22. Legislative Initiatives.

ADJOURNMENT

(Please exit the chambers as quickly as possible. Chamber doors will be closed 5 minutes after adjournment of the meeting.)

Assistive listening devices are available for the hard of hearing, please arrive a few minutes early for set up, or contact the City Clerk's Office in advance at 455-8451. Wi-Fi is available during the meetings for viewing of the online meeting documents.

Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.



Commission Meeting Date: January 17, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Appointment to the Regional Airport Authority Board.

From: City Manager’s Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to the Regional Airport Authority Board for the remainder of a three-year term.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (appoint/not appoint) Scott Kerns to the Great Falls Regional Airport Authority Board for the remainder of a three-year term through December 31, 2023.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Summary: On November 10, 2022, the City received notification from City’s appointed Board Member, Anthony Aretz that he was appointed by the County Commission to serve as one of their board representatives as he lives outside the City limits. His term as a City representative originally ran through December 31, 2023. City staff began advertising immediately to fill his vacancy. One application was received from Mr. Scott Kerns.

The Airport Authority and the Airport Authority Board does not generally make recommendations on appointing or reappointing Board Members. The City Commission chose to interview the applicant during a special Work Session on January 17, 2023 just prior to this meeting.

Members of this board are:	Term end dates:
Todd Timboe (City)	12/31/2023
Richard Gibbs (City)	12/31/2025
Jordan Husted (City)	12/31/2025
Vacant (City)	12/31/2023 – Vacated by Anothony Aretz
Sean Hoven (County)	12/31/2024
Anthony Aretz (County)	12/31/2023 – Appointed as County member 11/9/2022
Casey LaLonde (County)	12/31/2024

Background:

The Regional Airport Authority consists of seven members, four appointed by the City Commission and three appointed by the Cascade County Commission. It is the City Commission's consensus that City appointed members be City Residents. The Authority serves as the governing and policy setting body for the operation and management of the Great Falls International Airport. Its duties include employing the Airport Director, who hires staff and oversees the day-to-day operations of the Great Falls International Airport.

Alternatives: The City Commission could chose not to appoint and direct staff to advertise for other interested candidates.

Attachments:

Application from Scott Kerns



**BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM
(PLEASE PRINT OR TYPE)**

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For: Regional Airport Authority Board		Date of Application: 24 December 2022
Name: Scot Kerns		
Home Address: 900 34th St N. Great Falls, MT 59401		Email address: Scot.Kerns@legmt.gov
Home Phone:	Work Phone:	Cell Phone: 406-351-0154
Occupation: Clergy and State Legislator		Employer: State of Montana and Two Lutheran Churches
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: 2010 Commissioned Officer Training, Officer Training School, Maxwell AFB, Alabama 2016 Basic Chaplain Course, Chaplain Corps College, Fort Jackson, South Carolina 2017/2018 Senior Enlisted Joint Professional Military Education I & II (Distance Learning)		
Educational Background: 2009 Bachelors of Arts in Theology, Concordia University Chicago, Chicago, Illinois 2013 Masters of Divinity, Concordia Theological Seminary, Fort Wayne, Indiana 2023 Masters Business Administration, College of Business, University of Montana *Projected		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Position: Representative – House District 23 Employer: Montana State Legislature Start Date: 4 January 2021 End Date: 6 January 2025 Committee Assignments 1st Term: Taxation, Education, & Local Government Committee Assianments 2nd Term: Taxation. Local Government. & Transportation		
Previous and current public experience (elective or appointive): Position: Firefighter / Chaplain Employer: Vaughn Fire Department Position: Firefighter / Chaplain Employer: Westfall Fire Department Position: LEPC Board Member Employer: Lincoln County Emergency Management Position: Post Rock Community Foundation – Board of Directors /Board Member		
Membership in other community organizations: Position: ICS Training Cadre Employer: Kansas Department of Emergency Management Start Date: 2 November 2018 End Date: 4 March 2018 – Part Time Position Position: KS All-Hazard IMT Team Employer: Kansas Department of Emergency Management Start Date: 17 October 2016 End Date: 4 March 2018 – Part Time Position		

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when?

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes No If yes, who, which department, and relationship?

Have you ever served on a City or County board? Yes No If yes, what board and when did you serve?

Are you currently serving on a Board? Yes No If yes, which board?

Please describe your interest in serving on this board/commission?
business and recreational opportunities for both our residents and those visiting our area. who are willing to step up and serve. My passion is service.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
Service is what it is all about. As a previous Air Force officer / now veteran, a local member of the clergy, and a state legislator - dedication to the service of others is at the core of who I am.

Additional comments:
None

Signature 

Date:
26 December 2022

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

Return this form to:
City Manager's Office
P.O. Box 5021
Great Falls, MT 59403

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net

JOURNAL OF COMMISSION PROCEEDINGS
January 3, 2023

Regular City Commission Meeting

Mayor Kelly presiding
 Commission Chambers Room 206

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Eric Hinebauch, Joe McKenney, Rick Tryon and Susan Wolff. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson, Public Works Director Chris Gaub, Planning and Community Development Deputy Director Tom Micuda, Park and Recreation Director Steve Herrig, Finance Director Melissa Kinzler, City Attorney David Dennis, Police Chief Jeff Newton, and City Clerk Lisa Kunz.

AGENDA APPROVAL: City Manager Greg Doyon pulled Agenda Item 9E. There were no proposed changes to the agenda by the City Commission. The agenda was approved as amended.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

MILITARY UPDATES

1. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM MALMSTROM AIR FORCE BASE (MAFB).**

Colonel Tory Kindrick, 341st Operations Group Commander, provided the following updates:

- The wing continues to depend on State and County snow control operations to ensure routes to the missile fields can be traveled safely in making way for Malmstrom's snow teams to clear the sites throughout the missile fields.
- The FY 2022 estimated economic impact of MAFB on the local area is over \$397 million dollars, with more than \$328 million dollars coming from direct economic impacts, which is a \$14.2 million dollar increase over last year's direct economic impact.
- President Biden signed the National Defense Authorization Act (NDAA) for FY 2023 that includes many provisions to ease financial burdens and improve the quality of life for both the military and Department of Defense civilian workforce.
- The NDAA continues the commitment to modernizing nuclear forces, including support for the Sentinel ICBM program. On December 16, 2022, the Air Force participated in an historic Sentinel programmatic signing event that took place simultaneously in 11 locations in Montana, Wyoming and North Dakota. The Air Force project to replace the aging Minuteman III with Sentinel encompasses more than 34,000 acres of land, some of which is on property with both cultural and historical significance. The programmatic agreement finds a balance between Air Force project construction and the protection of resources within the project area.

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January 3, 2023

2. **PETITIONS AND COMMUNICATIONS**

Shannon Wilson, 1201 6th Avenue South, thanked the Commission for awarding ARPA funds to community organizations.

Brett Doney, Great Falls Development Authority, invited the community to the Ignite event, January 13, 2023, 8 PM, at the Meadowlark Country Club. The event is free but registration is required in advance.

Kevin Westie, 602 35th Street North, commented that fire insurance rates have increased due to underfunding the Fire Department. He further commented that crime goes hand in hand with the Police Department being under funded. He suggested building factories and, specifically, a robot-building factory.

NEIGHBORHOOD COUNCILS

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

BOARDS AND COMMISSIONS

4. **APPOINTMENT TO THE HOUSING AUTHORITY BOARD OF COMMISSIONERS.**

Commissioner Tryon moved, seconded by **Commissioner Wolff**, that the City Commission appoint **Jennifer Jurak** to the **Great Falls Housing Authority Board of Commissioners** for the remainder of a two-year term through **June 30, 2024**.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner McKenney noted that the Housing Authority Board met on December 15, 2022, and recommended that the City Commission appoint Ms. Jurak to the Housing Authority Board of Commissioners.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 5-0.

5. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM BOARDS AND COMMISSIONS.**

None.

CITY MANAGER

6. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

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January 3, 2023

City Manager Greg Doyon reported the following:

- Two new probationary fire fighters will be starting the Great Falls Fire Rescue Recruit Academy training on January 23, 2023.
- The ambulance transport numbers for the month of December soared to a new high of 33 transports. That one-month number exceeds some prior year totals in terms of transporting patients to the hospital. Great Falls Fire Rescue backfills that role when the private ambulance company is unable to transport.
- Rachel Taylor has been hired as the new Deputy City Attorney and will begin employment on January 17, 2023.
- The Housing Authority terminated its management agreement with the City. The Housing Authority is autonomous, except that the City Commission will continue to appoint Board members.
- Public Works employee Eric Boyd was promoted to Traffic Division Manager effective January 23, 2023. He worked under long time manager Kenny Jorgensen who retired.
- Republic Services provided notice that it was increasing its rates to 7%, the maximum percentage under the agreement with the City. The rate went from \$30.31/ton to \$32.43/ton. Eventually that cost is passed along to the ratepayers in the City.

CONSENT AGENDA.

Commissioner McKenney requested that Item 11 be pulled for separate discussion and/or vote.

7. Minutes, December 20, 2022, City Commission Meeting.
8. Total Expenditures of \$7,512,630 for the period of December 1, 2022 through December 21, 2022, to include claims over \$25,000, in the amount of \$6,768,654.
- *9. Contracts List. *Item 9E was pulled.
10. Grants List.
- *11. Approve the Community Based Policing Agreement with the Great Falls Housing Authority and authorize the City Manager to sign the Agreement. *Pulled for separate discussion and/or vote.

Commissioner Wolff moved, seconded by Commissioner Hinebauch, that the City Commission approve the Consent Agenda as presented, with the removal of Item 9E, and removal of Item 11 for separate discussion and/or vote.

Mayor Kelly asked if there were any comments from the public or discussion amongst the Commissioners.

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

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January 3, 2023

***11. APPROVE THE COMMUNITY BASED POLICING AGREEMENT WITH THE GREAT FALLS HOUSING AUTHORITY AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT.**

Police Chief Jeff Newton reported that the Great Falls Police Department has partnered with the Great Falls Housing Authority for over 25 years to provide community based policing. Due to personnel changes within the organization, this agreement is coming before the Commission to decrease the cost to the Housing Authority because of the salary schedule. The substance of the agreement is the same as it always has been.

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission approve the Community Based Policing Agreement with the Great Falls Housing Authority and authorize the City Manager to sign the Agreement.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner McKenney inquired the need for a policing agreement for this 356-unit housing complex versus other large-scale housing unit areas in the community.

Chief Newton explained that public housing is state and federally funded. The officer has historically been effective in working with Housing Authority staff to insure those living there have a safe environment.

There being no further discussion, Mayor Kelly called for the vote on Item 11.

Motion carried 5-0.

PUBLIC HEARINGS

12. SUNSHINE VILLAGE (SENIOR) AND BROADVIEW MANOR EAST AND WEST (FAMILY) AFFORDABLE HOUSING PROPOSAL.

Mayor Kelly declared the public hearing open and asked for presentation of the agenda report.

Kassy Buss, Bjornson Jones Mungas PLLC, reported that MT3 Community Partners, L.P., is applying for Low-Income Housing Tax Credits (“LIHTCs”) from the Montana Board of Housing to finance the preservation of Sunshine Village and Broadview Manor East and West as affordable housing, and is planning to apply for the exemption from real property taxes available to qualifying low-income housing tax credit projects under Mont. Code Ann. § 15-6-221. As a part of the requirements related to such applications, MT3 Community Partners, L.P., is required to solicit public comment on whether the proposed qualifying low-income rental housing property meets a community housing need. This is the public’s opportunity to comment on the proposal.

Ms. Buss reviewed and discussed the proposed project. The goal of the presentation is to solicit comments from the Commission and public on this proposal to be forwarded with their application to the Board of Housing that funds these projects. The PowerPoint presentation included:

JOURNAL OF COMMISSION PROCEEDINGS

January 3, 2023

Sunshine Village
Broadview Manor East and West
Great Falls, Montana

MT3 Community Partners, L.P.

Presented by:
Kassy J. Buss of
Bjornson Jones Mungas, PLLC
Missoula, Montana




Sunshine Village

600 13th Avenue South, Great Falls, MT

Sunshine Village is a 72-unit senior project, originally built in 1979. The property currently operates under a 99% Section-8 HAP contract. The project consists of one 3-story building housing one- and two-bedroom units, on a 1.66-acre lot. The building has a community room, leasing office, laundry facilities, and two elevators.



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600 13th Avenue South, Great Falls, MT

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Preservation of Current Housing

Unit Type	Unit Mix	
	# Units	Size
Std. - Broadview East	60	539
Std. - Broadview West	12	687
Std. - Broadview East	0	963
Std. - Broadview West	6	963
Std. - Broadview West	6	1105

Financing rehabilitation:

- Low-income housing tax credits (LIHTC) through Montana Board of Housing
- Mont. Code Ann. §15-6-221 property tax exemption for qualifying affordable housing

Affordability restrictions:

- Current HAP contracts expire in 2023
- Requiring a 20-year renewal of the existing HAP contracts
- Rent and income restrictions through a MDRH LURA for a maximum of 30 years
- Targeting tenants at 30% and 60% ALDs

Rehabilitation and Updates

- Energy efficient upgrades, such as energy star rated refrigerators and stoves, over flooring
- LED lighting fixtures, low flow plumbing fixtures
- Formaldehyde free cabinets and counters
- Exterior updates: energy rated windows, paint, and new siding
- ADA path of travel to all common area facilities will be designated
- Resurface parking lots



Sunshine Village
Broadview Manor East and West

Location:

- * Sunshine Village - 600 13th Avenue S (72 units senior)
- * Broadview Manor East - 720 42A Street North (12 units multifamily)
- * Broadview Manor West - 710 4th Avenue NW (8 units multifamily)




Sunshine Village
Broadview Manor East and West

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Questions?

Kassy J. Buss
Bjornson Jones Mungas, PLLC
2809 Great Northern Loop, Suite 100
Missoula, MT 59808
(406) 721-8896
kassy@bjornsonlaw.com






Our mission is to create positive community wealth by building affordable housing, so that families can realize the American dream and drive energy on, reduce, recycle, re-use, and regenerate.

Mayor Kelly asked if there were any questions of the presenter.

He inquired the deadline to submit comments and when the awards would be determined.

Ms. Buss responded that they are hoping to receive comments between now and March 1st for a closing around April.

Mayor Kelly asked if there were any comments from the public.

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Speaking in support was **Brett Doney**, Great Falls Development Authority. Mr. Doney commented that there is a need for housing production at all price points. Preserving affordable housing is incredibly important. Great Falls Development Authority will also speak in support for an allocation of tax credits from the Montana Board of Housing.

Shyla Patera, North Central Independent Living Services, provided written comments in support of MT3's application for low-income housing tax credits from the Montana Board of Housing to finance the preservation of Sunshine Village and Broadview Manor East and West as affordable housing.

There being no one further to address the Commission, Mayor Kelly closed the public hearing.

Commissioner Wolff commented that housing is needed at all price points. She thanked the organizations for stepping up and helping the community.

13. REQUEST FROM METROPOLITAN LLC TO USE DOWNTOWN URBAN RENEWAL DISTRICT TAX INCREMENT FINANCING (TIF) FUNDS FOR COSTS ASSOCIATED WITH FIRE SUPPRESSION AT 313-315 CENTRAL AVENUE.

Mayor Kelly declared the public hearing open and asked for presentation of the staff report.

Planning and Community Development Deputy Director Tom Micuda reported that the applicant, Metropolitan LLC, is requesting \$68,560 of TIF funds to pay for the installation of fire alarms and a sprinkler system to fully fire protect 313 and 315 Central Avenue. The request was submitted prior to, but in association with, a building permit application to renovate the space in the building for Mountain Wave Distillery. The applicant's goal is to have a fully fire protected building for his own business, Hygienix, Brush Crazy, and upcoming distillery project.

The City Commission adopted the Downtown Building Program on July 6, 2021. The program allocated a \$500,000 spending stream from the Downtown TIF dedicated to downtown building projects. Three program categories were established. This project falls under the Life Safety Code Compliance Program. The program was modeled after other programs in Montana to create support for private investment in what are considered public goods or public benefits for downtown buildings. In this case, the public benefits for this program are to retrofit buildings to establish ADA compliance, and also to retrofit downtown buildings for fire suppression.

This request is coming to the Commission as it is above the \$25,000 staff level cap. Deputy Director Micuda read the eligibility requirements 1, 3, and 7 of the Code Compliance Program. Staff does not view the applicant's request as a special or unique opportunity, or that there are extraordinary circumstances to support the request for funding. Staff's perspective is that fire suppression is a required element of the conversion to create the distillery space. It is not a situation where somebody is coming in and retrofitting a building to deal with an existing code compliance issue, which is one of the eligibility requirements.

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Another discussion that has come up is whether this is a project of significance to the downtown. Staff's more conservative analysis did not believe this was a transformative project where staff could see the greater good to the greater downtown. Another discussion point was whether to change the program or approve the exception. A discussion that may come up is should staff change the program to offer up more funding and provide clarity to what extraordinary circumstances are, or approve the exception first and deal with the program second.

On November 30, 2022, the Downtown Development Partnership (DDP) met to review the applicant's request and took action to recommend that Metropolitan LLC be allowed to receive the full amount of TIF funds that were requested (\$68,560). During the meeting, DDP members cited the need for investment in fire suppression in the downtown, especially in response to the Rocky Mountain Building fire. One of the members noted that the location of this proposed TIF funded project is mid-block, which would mitigate damage to the entire block if there were ever a fire event to occur.

Other DDP members felt that extraordinary circumstances are present to allow the City Commission to approve a larger allocation of funds due to the economic challenges that have arisen in the aftermath of Covid-19. Because DDP members believed that "normal" development conditions are not currently present, the request was deemed as having extraordinary circumstances. In a similar vein, DDP members felt that fire suppression is often the component of development that can bring a project to a halt, and that fire suppression requests should be considered for additional funds.

Additionally, the DDP showed interest in revisiting the amount of Life-Safety TIF Building Program funds that can be administratively approved. Many members felt that the \$25,000 cap was not sufficient given the cost of installing fire suppression systems.

Staff is recommending that the higher amount not be approved. The agenda report outlines staff's findings and recommendations. If the Commission disagrees, Deputy Director Micuda asked that the Commission focus on review criteria 6 – Special or Unique Opportunities.

Applicant Keith Cron, 313-315 Central Avenue, commented that there is only a problem with one out of the 12 criteria staff set forth. The Commission needs to decide what the special threshold is. He pointed out that the life safety program cap is less than what is allowed for façade projects. He believes this is a unique project. There are no distilleries in Great Falls.

Applicant Cron continued that there have been massive hurdles dealing with code issues and the review process took six months. Larger scale projects have taken shorter periods of time. That is unique in and of itself. Part of the downtown revitalization program is to see unique and different businesses. He pointed out that the Commission found a unique way to fund the outside of the Civic Center building with TIF dollars. He concluded that another challenge has been the aftermath of Covid.

Mayor Kelly asked if the Commission members had any questions of staff or the applicant.

Mayor Kelly asked if staff's recommendation was based on the amount being over the \$25,000 cap, or the purpose for what the dollars will be used for.

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Deputy Director Micuda responded it is not the amount. There is money in the Downtown TIF to fund the applicant's request. The trigger for Commission review is that the request is over \$25,000. Staff struggled with the special or unique opportunities clause. Also, in all three of the programs, Life Safety, Façade and Environmental Safety, the Commission has the discretion to approve if it can demonstrate extraordinary circumstances.

Mayor Kelly inquired the amount allocated for prior project work.

Deputy Director Micuda responded that just over \$25,000 was allocated for the sidewalk and vault work.

Mayor Kelly inquired if there has been a request to use these dollars for ADA purposes.

Deputy Director Micuda responded that the department has not received a request related to ADA, only the fire suppression request.

Applicant Cron added that he moved forward with the ADA upgrades himself.

Commissioner Wolff received confirmation that the applicant and others have spent a significant amount of money renovating the building.

Commissioner Tryon noted that the Commission was unable to fund the full TIF amount requested for the Newberry project in May 2021, because the Downtown Urban Renewal Plan (DURP) did not provide for fire suppression systems or other life safety issues. In July of 2021, the Commission amended the DURP to allow for life safety projects. He also noted that in October of 2022, the Commission provided \$150,000 for the downtown mural lighting project.

Deputy Director Micuda responded when the DURP was amended, the pathway was pointed to create the programs and make these funding allocation decisions. The question tonight is not whether or not the allocation can be granted, because it is a legitimate request that can be granted, but in order for the Commission to grant the funding at the requested amount, the Commission has to find that there is extraordinary circumstances to make that decision. With regard to the mural lighting project, staff viewed it as a hybrid project that provided a public benefit at multiple sites.

Commissioner Tryon inquired the difference of addressing an existing building that did not comply with current code requirements, which a fire supersession system would qualify, and this renovation project that automatically triggered code compliance issues and would not be eligible for those monies.

Deputy Director Micuda responded that the intent of the program from staff's perspective is for requests for projects in older buildings that currently do not meet fire suppression or ADA requirements for up to \$25,000 funds to offset private investment. It would be instigated by someone coming in and retrofitting those improvements into a building. The distinction staff is making is the code requirements of this project's new tenant automatically triggering the improvements as opposed to updating a building for future uses and future activities. It is a subtle point, but it relates to the intent of what the program was designed to do. The Commission needs to decide if circumstances allow for a higher funding allocation.

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Commissioner Tryon commented it was his understanding when the Commission passed the amendment to the DURP to include life and safety, that this project would be one of the reasons to allow for a fire suppression system, which is clearly a life safety issue.

Deputy Director Micuda responded the Commission has to think of this decision in the context of what happens next. When do you make the exception versus when do you change the code or change the program.

Mayor Kelly asked if there were any comments from the public in support of Metropolitan LLC's application.

Kellie Pierce, Executive Director of the Business Improvement District and Downtown Great Falls Association, Board Chair for the Downtown Development Partnership (DDP), commented that the DDP was an integral part of helping to create these programs so Great Falls could have revitalization efforts in the downtown area. She reminded the Commission that \$500,000 was set aside for the three new programs from the Downtown Urban Renewal District TIF fund. The downtown mural lighting project was not part of that \$500,000, but from the larger TIF fund.

This project amount is outside of the limits that were set. As pointed out, the Façade program has a \$50,000 cap, whereas the Life Safety program has only a \$25,000 cap. The DDP has recommended that these amounts be revisited as they are seeing a need in the community for larger amounts to be contributed. There is buy-in from developers and investors with 50% matching funds. The DDP is in support of funding this project as an extraordinary circumstance. She referred to the Rocky Mountain building and noted that, similarly, this project is a centrally located building and that if it were to start on fire it would take down the entire block.

Melissa Smith, Downtown Development Partnership (DDP) Member at Large, urged the Commission to consider this request because there is a match, and the grant number was somewhat artificially low considering what it really costs to install a good fire suppression system. The DDP fully considered the impact and how devastating a fire in the middle of that block would be for downtown. This business is something that will revitalize downtown and will help other businesses that are already downtown, such as the Newberry.

Brett Doney commented that he is Treasurer of the DDP, but is speaking tonight on behalf of the Great Falls Development Authority (GFDA). GFDA has loaned the developer \$150,000 for the project and also approved a SBA 504 loan in the amount of \$212,000 that cannot close until the building is completed. GFDA also issued an extraordinary commitment of \$590,000 to Mountain Wave Distilling for its two locations. There are two very distinct types of downtown projects. The amounts for the programs should be looked at. Particularly, the Life Safety program, because fire protection systems are expensive. Fire protection systems are critical for protecting property. Without such systems buildings are dangerous for residents and firefighters to go into. The program was created with a generous 50/50 match. The three program projects are very different from gut-rehab projects. Bringing these downtown buildings up to code is extremely expensive. He argued that this is an extraordinary project because it is a gut-rehab. Practically every gut-rehab project downtown has required extraordinary City support. This developer is not asking for a 50/50 match, but a much lower percentage.

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Mayor Kelly asked if there were any comments from the public in opposition to Metropolitan LLC's application. Hearing none, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Hinebauch moved, seconded by Commissioner Tryon, that the City Commission approve Metropolitan LLC's application for the expenditure of Downtown Urban Renewal District Tax Increment Financing funds in the amount of \$68,560.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Mayor Kelly commented that in every legislative session, Tax Increment Financing comes under attack by legislators. Cities and towns talk every session about the availability of very few incentive programs and funds available to help with development in those chosen TIF districts. One of the things that is always pointed out is that Great Falls has done a spectacular job of limiting the use of TIF dollars to what the legislature truly intended when TIF's were set up years ago. One of the key values that Great Falls has shown is that public hearings are held on every aspect of these projects. Not only creation of the TIF districts, but also the creation of the programs to distribute the TIF dollars.

Mayor Kelly commented that he is not going to support the request because, in his mind, the Commission has not gone through the process to change the program that it created. In his mind, this project does not qualify as a transformative event or extraordinary project. However, he would agree to the fund the request level of \$25,000.

Commissioner Wolff commented that the Commission would be setting a precedent by not funding this project, as one of the Commission's goals is to further and support economic development. It is a unique business for downtown and will increase foot traffic and revenue. She suggested approving the request, and then revisiting the programs.

Commissioner Hinebauch concurred with Commissioner Wolff, adding the Commission has that discretion. He also suggested revisiting the programs and adjusting the limits to make more sense.

Commissioner Tryon concurred with Commissioners Wolff and Hinebauch. This is clearly a life safety issue, and it fits within the DURP. The Commission can approve the request, and then revisit the program amounts. It is a blighted building with an opportunity to be renovated and create jobs. It is a legitimate use of the funds and he supports the request.

Commissioner McKenney expressed concern about approving the full amount and setting precedent.

Deputy Director Micuda responded that, what he is hearing from a majority of the Commission is the Commission could approve the deviation, and allow staff to come forward with program changes. Before those program changes come to the Commission, the issue of precedent the Commission will have to deal with is other requests may come in that go over the dollar amount.

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Commissioner McKenney commented this City Commission is pro-economic development and pro-jobs. Setting precedent concerns him. He would prefer revisiting the program amounts as suggested by Mayor Kelly in a public forum.

Mayor Kelly concluded that the Commission is excited about this project, and all of the other things going on downtown and the great work that is being done. His reservations have to do with process.

Commissioner Tryon commented that he hopes the Commission gets many other requests dealing with renovating downtown with each one considered individually on its merits.

Commissioner Wolff concurred with the suggestion of having the programs come back to the Commission in a public hearing.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 3-2 [Mayor Kelly and Commissioner McKenney dissenting].

14. A CHILD'S WORLD, LLC LEASE AGREEMENT.

Mayor Kelly declared the public hearing open and asked for presentation of the staff report.

Park and Recreation Director Steve Herrig reported that A Child's World is currently leasing a lower portion of the Recreation Center for \$1,500/month with the use of an outside play area and gymnasium upon availability. This lease has been in place since 2003.

Title 3, Chapter 4 of the Official Code of the City of Great Falls requires the Commission conduct a public hearing before final consideration of a lease of City property. Bids were not solicited for this lease since the previous lease allowed for an extension of the agreement with 30-days written notice prior to the expiration of the lease, which has been requested by A Child's World LLC.

Mayor Kelly asked if the Commission members had any questions of staff. Hearing none, Mayor Kelly asked if there were any comments from the public in support of this lease renewal.

Laurie O'Leary, Owner of EduCare Preschool and Child Care and Leap Ahead Learning Center, and new Director of A Child's World, d/b/a The Community Early Education Center, commented that they will be expanding in that space to provide more jobs and more child care slots in the community. She will be working on moving the current program up from a Star-2 level. She encouraged the Commission to renew the lease so they can continue to provide high quality child care and programming for the community.

Mayor Kelly asked if there were any comments from the public in opposition to a lease agreement. Hearing none, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Hinebauch moved, seconded by Commissioner Wolff, that the City Commission approve a lease agreement of City owned property located in the Community Recreation Center with A Child's World, LLC.

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Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner McKenney inquired how many children are under A Child's World care and if there was a waiting list.

Ms. O'Leary responded that she just took over as Director today. They are working with the Great Falls Clinic and the downtown child care businesses to try to partner with them and provide child care to the downtown businesses. They are looking at partnerships where employers could potentially pay for a part of their employee's child care as a benefit. Downtown businesses are having a hard time attracting employees for extended hours and extended days. The Great Falls Clinic has expressed interest in 52 spots.

Commissioner McKenney commented that it is a challenge for those in the hospitality industry to find child care. Downtown is becoming an entertainment center hub for Great Falls. There will be a need for downtown hospitality staff to find child care.

Ms. O'Leary responded that all night child care is not in her short-term goals. They are talking about staying open later if there is a demand, and if people or organizations are willing to pay that cost to provide that care for extended hours.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

CITY COMMISSION

15. APPOINTMENTS, GREAT FALLS CITIZEN'S COUNCIL.

After a brief discussion about availability, **Mayor Kelly moved, seconded by Commissioner Hinebauch, that the City Commission appoint Joe McKenney and Susan Wolff to serve on the Great Falls Citizen's Council, also known as Council of Councils, for the January 24, 2023 meeting; and, appoint Bob Kelly and Rick Tryon for the May 23, 2023 meeting.**

Mayor Kelly noted that he would be available for the October 24th meeting as well.

Mayor Kelly asked if there were any comments from the public or any discussion amongst the Commissioners. Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

16. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

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17. COMMISSION INITIATIVES.

City Manager Greg Doyon received confirmation that the Commission wanted to continue supporting the Montana League of Cities and Towns (MLCT) Infrastructure Coalition.

18. LEGISLATIVE INITIATIVES.

City Manager Greg Doyon asked if the Commission wanted to support the MLCT's request for support in the amount of \$5,000 to assist communities at the Legislature.

Mayor Kelly added that this information campaign is to alert people to what is going on at the Legislature, such as unfunded mandates. Other cities participating so far are Butte, Bozeman and Helena.

Commissioner McKenney noted that he spent time at the Legislature and they frequently vote to suspend the rules, including providing a 2-day notice for a hearing. He inquired if someone would be representing the City on short notice.

Manager Doyon responded that the City relies on MLCT and its resources to communicate concerns about local government governance. Their request is for a media consultant to help educate the citizenry about proposed legislative changes.

Mayor Kelly added MLCT's request is to help with the costs of a media consultant to help drive the push against preemption this session that aims to take away local decision-making authority. The decision of how and when to make policy affecting local residents should be made by this Commission, not the State Legislature.

It was the consensus of the Commission to approve MLCT's request for support in the amount of \$5,000.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of January 3, 2023, at 8:50 pm.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: January 17, 2023



Commission Meeting Date: Jan 17, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

ITEM: \$25,000 Report
 Invoices and Claims in Excess of \$25,000

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT
<http://greatfallsmt.net/finance/checkregister>

TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$25,000:

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD	DEC 29, 2022 - JAN 4, 2023	540,897.06
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	DEC 22, 2022 - JAN 4, 2023	3,541,487.27
MUNICIPAL COURT ACCOUNT CHECK RUN FOR	DEC 16, 2022 - DEC 30, 2022	45,624.68
MISC WIRES	DEC 20, 2022 - DEC 21, 2022	9,097.50
TOTAL: \$		<u><u>4,137,106.51</u></u>

GENERAL FUND

CITY COMMISSION

CASCADE COUNTY ELECTIONS	2022 FEDERAL GENERAL-CITY OF GF BALLOTS	39,935.99
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CITY/COUNTY HEALTH

CITY COUNTY HEALTH DEPT	FY2022/2023 FINANCIAL SUPPORT	125,000.00
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SPECIAL REVENUE FUND

SUPPORT & INNOVATION

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT	BID DEC 1ST HALF 2022 ASSESSMENTS	30,338.43
GREAT FALLS TOURISM BUSINESS IMPROVEMENT DISTRICT	TBID FOR DEC 1 HALF	177,423.63

PARK & RECREATION SPECIAL REVENUE

WINKLER EXCAVATING	OF 1693.0 MISSOURI RIVER BANK STAB/PMT 2 (SPLIT AMONG FUNDS)	23,541.31
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PARK DISTRICT

ROCKY MOUNTAIN HARDSCAPES	PR6422201 PARK DISTRICT LIONS PARK TENNIS COURT	48,843.20
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EAST INDUSTRIAL AD TEC PRK TID

GREAT FALLS AGRITECH PARK LLC SEMI ANNUAL PAYMENTS JAN 1-JULY1 139,878.06

ENTERPRISE FUNDS

WATER

ADVANCED ENGINEERING AND ENVIRONMENTAL SRVCS INC	OF 1698.1 PRO. ENG. SERVICES WTP SOLIDS MIT/PMT 14 (SPLIT AMONG FUNDS)	34,478.62
ADVANCED ENGINEERING AND ENVIRONMENTAL SRVCS INC	OF 1637.1 WTP FILTRATION IMPROVEMENTS/PMT45	43,303.30

SEWER

ADVANCED ENGINEERING AND ENVIRONMENTAL SRVCS INC	OF 1698.1 PRO. ENG. SERVICES WTP SOLIDS MIT/PMT 14 (SPLIT AMONG FUNDS)	34,478.62
WINKLER EXCAVATING	OF 1693.0 MISSOURI RIVER BANK STAB/PMT 2 (SPLIT AMONG FUNDS)	126,941.98

INTERNAL SERVICES FUND

INFORMATION TECHNOLOGY

CENTURYLINK	5104XLD2S3-2022345 MONTHLY FIBER CHARGES TO DEPTS	32,727.80
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TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	35,413.01
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	48,691.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	52,680.29
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	72,284.97
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	131,486.49
US BANK	FEDERAL TAXES, FICA & MEDICARE	203,551.69
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	26,010.74

CLAIMS OVER \$25000 TOTAL:

\$ 1,427,009.13

**CITY OF GREAT FALLS, MONTANA
COMMUNICATION TO THE CITY COMMISSION**

DATE: January 17, 2023

ITEM: CONTRACTS LIST
Itemized listing of administratively approved contracts.
(Listed contracts are available for inspection in the City Clerk’s Office.)

PRESENTED BY: Lisa Kunz, City Clerk
ACTION REQUESTED: Ratification of Contracts through the Consent Agenda
MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Public Works	Tolan Distributing, Inc.	02/01/2023 – 01/31/2026	Same price index as originally quoted and approved in 2020 [\$16,323.80 estimate per year]	Amendment No. 1 to 2020 Lubricants Agreement extends the term an additional three years as provided for in the original agreement approved by the Commission [012120.9D]

B	Public Works/ Environmental	The Good Spray, LLC	Permanent	N/A	Maintenance Agreement for Private Stormwater Treatment System for the Starbucks development at 1626 10 th Avenue South (South 130' of Lots 4-7 of Block 5, Fairview Addition) located in the NE1/4 NW1/4 of Section 18, T20N, R4E, PM MT, Cascade County, Montana
C	Public Works/ Environmental	Montana Mocha, LLC	Permanent	N/A	Maintenance Agreement for Private Stormwater Treatment System for the Starbuck's development at 1205 3 rd Street NW (Mark 13C less 1111 square feet R/W, situated in US Gov't Lot 5) located in the NE1/4 of Section 2, T20N, R3E, PM MT, Cascade County, Montana
D	Park & Recreation	TD&H Engineering	01/17/2023	\$34,250	Professional Services Agreement for design and construction phases to support the demolition of the 12,700 sq. ft. Natatorium building located at 2 nd Avenue North and 12 th Street North OF 1393.8
E	Finance	DataProse, LLC	01/16/2023 – 01/15/2024	11.2¢/per bill + postage	Ratification of Amendment No. 1 to Utility Bill Printing & Mailing Services Agreement extends the term one year as provided for in the original agreement [CR 121818.11]

<p>F</p>	<p>Planning & Community Development</p>	<p>ND Cars LLC Montana Department of Transportation</p>	<p>Ten years with successive one year renewals, unless superseded by a new Agreement</p>	<p>Owner/Developer shall pay all costs associated with necessary approvals and permits necessary to complete work in the public right-of-way</p>	<p>Assumption Agreement setting forth responsibilities to construct and maintain new public improvements on the property located at 5401 2nd Avenue North City/State Memorandum of Agreement Dawad Commercial Development Storm Drain, setting forth the respective maintenance responsibilities and duties of the Parties associated with the sidewalk and storm drain facilities associated with the Dawad Commercial Development along 2nd Avenue North [U-5210] near mile post 6 OF 1783.2</p>
<p>G</p>	<p>Public Works – Engineering</p>	<p>Zayo Group, LLC</p>	<p>Current</p>	<p>\$1,200 pd to City to deposit in suspense account pending formal Agreement</p>	<p>Memorandum of Understanding to allow Zayo Group, LLC to install fiber in rights-of-way pending negotiation of a formal “Agreement for Occupation of Public Rights-of-Way by Fiber” OF 1784.3</p>
<p>H</p>	<p>Public Works – Engineering</p>	<p>WANRack, LLC</p>	<p>01/18/2023 – 01/17/2033</p>	<p>Yearly amount to be paid to City will be based on the amount of conduit installed at a rate of \$1/foot/inch diameter</p>	<p>Agreement for Occupation of Public Rights-of-Way by Fiber for installation of conduit for fiber in rights-of-way throughout the City. OF 1784.9</p>

**CITY OF GREAT FALLS, MONTANA
COMMUNICATION TO THE CITY COMMISSION**

DATE: January 17, 2023

ITEM: **ARPA SUB-AWARD GRANT AGREEMENTS**
Itemized listing and ARPA Agreements as approved by the City Commission at its December 6, 2022 meeting – Agenda Item 22
 (Additional agreement attachments are available upon request from the City Clerk’s Office.)

PRESENTED BY: Lisa Kunz, City Clerk
ACTION REQUESTED: Ratification of ARPA Agreements through the Consent Agenda
MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Finance	Alliance for Youth	01/18/2023 – 09/30/2026	\$287,278	Grant Agreement to enact evidence-based practices for improving mental health and reducing violence by strengthening parent-child relationships
B	Finance	Discovery Family Counseling Services, LLC	01/18/2023 – 09/30/2026	\$49,000	Grant Agreement to remodel a portion of its building and expand the mental health therapy services available for children as young as three-years old

C	Finance	Great Falls Voyagers	01/18/2023 – 09/30/2026	\$600,000	Grant Agreement to complete a full reconstruction and renovation of the playing surface at Centene Stadium ensuring the ongoing viability of a facility that is used by professional, amateur, and local school teams and that maintains a valuable tourism draw to the Great Falls community
D	Finance	Great Falls College Montana State University	01/18/2023 – 09/30/2026	\$197,350	Grant Agreement to initiate a new program that will provide job training to at-risk youth ages 16 and older and those re-entering the work force, with a focus on education, construction training, work ethic/job readiness training, leadership/community service, and case management/career development
E	Finance	Great Falls Scottish Rite Childhood Language Disorders Clinic	01/18/2023 – 09/30/2026	\$70,894	Grant Agreement to reduce barriers preventing children from accessing therapy by providing speech/language/feeding therapy on site in daycare centers, homes, or other youth focused locations, and alleviating barriers arising from transportation limitations or work schedule conflicts
F	Finance	YWCA Great Falls	01/18/2023 – 09/30/2026	\$75,000	Grant Agreement to provide LMI women the financial resources to place first/last month deposits when entering into a new rental agreement. This will assist women in establishing secure homes for their families and simultaneously address homelessness in the City

G	Finance	Ideal Option PLLC	01/18/2023 – 09/30/2026	\$228,980	Grant Agreement will provide funds to expand outpatient substance use disorder (SUD) treatment through the establishment of a second Ideal Option clinic, increasing access to medication assisted treatment and will offset the expenses incurred in the first six months of this new location.
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GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND Alliance For Youth, Inc.

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by Alliance for Youth, Inc., hereinafter referred to as the Subrecipient and represented by <**Kristy Pontet-Stroop, Executive Director, 3220 11th Avenue South, (406)952-0018, kpontet-stroop@allianceforyouth.org.** Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for **Improving Mental Health and Reducing Violence By Strengthening Parent-Child Relationships.**

SECTION 2. TERM. The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by THE CITY.

SECTION 3. THE PARTIES' ROLES. The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment **.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the **Improving Mental Health and Reducing Violence By Strengthening Parent-Child**

Relationships> Application dated July 8th, 2022 are also incorporated herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS. The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds

can only be expended for work described in SECTION 4. SCOPE OF WORK. In order to receive payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **\$287,278.00**.

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City, the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION. The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City . The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE. Subrecipient shall protect, defend, indemnify, and save harmless The City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death,

violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance 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, against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient 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, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

- 14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations 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. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.
- 14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required

permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The The City's review and comments will not constitute an approval of the solicitation. Regardless of the The City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the The City's identifies any deficiencies, then The City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the The City related to any required MEPA decision.

14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.aov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F. .R. part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
 - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.

- vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
 - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
 - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
 - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
 - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
 - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes

protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

SECTION 16. ACKNOWLEDGMENT OF SUPPORT. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

SECTION 17. CONFLICTS OF INTEREST. Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

SECTION 18. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

SECTION 19. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

SECTION 20. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's

initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

SECTION 22. DISCLAIMER.

- 22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- 22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

- 23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 23.2 The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- 23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text

messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.

- 26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.
- 26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:
- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
 - ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
 - iii. Any Subrecipient breach/default specified in another section of this Agreement.
- 26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.
- However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.
- 26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:
- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
 - ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
 - iii. Suspend Subrecipient's performance; and
 - iv. Withhold applicable payment until the default is remedied.
- 26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

SECTION 27. 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 this Agreement.

SECTION 28. SUBCONTRACTING

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.
- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.
- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

SECTION 28. 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 Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

SECTION 29. WAIVER. A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, Alliance for Youth, Inc., hereby accepts this grant ARSA2301 according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By: Kristy Pantet Strop 1/3/2023
 Subrecipient Signature Date
Kristy Pantet Strop, Executive Director
 Print Name and Title

For
Alliance for Youth, Inc.
 Entity Name

81-0429575
 Tax ID #

J7ECG575K9X7
 (Subrecipient Unique Entity Identifier):

For: The City of Great Falls

CITY OF GREAT FALLS, MONTANA

By _____
Gregory T. Doyon, City Manager

ATTEST:

_____ (SEAL OF THE CITY)
Lisa Kunz, City Clerk

*APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

A - Scope of Work –
Improving Mental Health and Reducing Violence By Strengthening Parent-Child Relationships

Background: AFY is a non-profit facing drastically increased and unfunded service needs caused by the COVID-19 pandemic, and connection to food, housing and job training will be offered to all families who participate in Parent Mediation, Circle of Parents and/or Nurturing Parenting. The project also fits under eligibility category I.B.3.iv of responding to the economic impacts of the pandemic as it will provide direct assistance, namely, services to address homelessness, community violence interventions, services meeting students' social, emotional and mental health needs and services for foster youth and families involved in the child welfare system, to households disproportionately impacted by the pandemic, as shown by the fact that more than 25% of the population served will have an income below the federal poverty line. Note that although there are not formal income requirements for participation in project activities, based on past experience, over 70% of parents who enroll in our parenting programs are on Medicaid and more than 90% of the youth we serve are eligible for a free or reduced lunch.

Scope of Work- The primary goal of this project will be to reduce intra family violence, child abuse and neglect, depression, and suicide in Great Falls. AFY's proposed Parenting and Youth Mental Health Project (PYMHP) consists of five evidence-based programs 1: (1) Parent Mediation; (2) Nurturing Parenting; (3) Circle of Parents; (4) Youth Mental Health First Aid (YMHFA); and (5) Question, Persuade, and Refer (QPR). The program and services will focus on serving vulnerable you and families throughout Great Falls. All programming will be provided at the AFY facility at 3 220 11th Ave. S. by our Youth and Parent Emotional Health Program Manager (YPEHPM), Isis Olson, in collaboration with community partners and other AFY staff. Cultural competency, the Empowerment model and principles of trauma informed care will be integrated into all program activities, and, to reduce barriers to participation, transportation will be provided on an as needed basis to all program activities, and childcare will be provided at Parent Mediation, Nurturing Parenting and Circle of Parents.

Parent Mediation will be provided continuously during the project period and will be offered to youth in Great Falls who are charged with a Partner Family Member Assault with the goal of reducing recidivism and increasing family cohesion. The mediation process will consist of four key phases:(1) building trust and identifying issues; (2) bridging differences and developing a plan; (3) plan implementation including as needed referral for mental health and substance abuse treatment, housing support and other social services; and (4) monitoring and crisis prevention and intervention.

Nurturing Parenting and Circle of Parents will target parents who have children, ages 0-12, who are at risk of child abuse/neglect or have already suffered abuse or neglect, with a focus on roles and developing power and independence in parents and children. They will attend a one-on-one session with the YPEHPM to develop a plan for applying the knowledge and skills learned with a follow up conducted six months later to gauge progress and provide any needed support.

Circle of Parents is a one-hour monthly support group facilitated by parents who had a child removed by CFS, were reunited with their children and now are living a drug and alcohol-free life. AFY already has four such parents who have attended a 3-day facilitator training, and they will collaborate with the YPEHPM and CFS to support parents as they navigate the CFS process for reunification, and then continue to provide mentoring and emotional support to ensure behavior changes are maintained after reunification.

YMHFA and QPR will target students, teachers, counselors, social services workers, parents and peers at both private and public schools in Great Falls as well as at youth-serving organizations. YMHF A is an 8-hour course, which provides attendees with the knowledge and skills needed to effectively support youth experiencing a mental health or substance use challenge. The added knowledge and skills dramatically improve the ability of peers, parents and youth serving staff and volunteers to provide timely and effective early interventions, ensuring youth get the help they need when they need it. QPR is a simple but powerful one-hour training, which teaches participants to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help.

Schedule: The programs and services will run from January 1, 2023, to August 31, 2026. Nurturing Parenting will be offered twice annually, and, after each 12-week session, each parent(s)-child(ren) pair will attend a final one-one session and have a 6-month follow-up. Circle of Parents will run continuously (monthly) throughout the project period, and parents will be encouraged to attend for at least one year after reunification. Emotional Health supports, YMHFA and QPR will each be offered six times annually and will target students, teachers, counselors, social services workers, parents and peers at both private and public schools in Great Falls as well as at youth-serving organizations.

GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND Discovery Family Counseling Services .

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by <Discovery Family Counseling Services>, hereinafter referred to as the Subrecipient and represented by **Bobbie Voegel, 712 13th St S, Greta Falls, MT 59405, (406)761-4150, bobbie@discoveryfamilycounselingservices.net** . Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for **Discovery Family Counseling Services, LLC Expansion**.

SECTION 2. TERM. The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by THE CITY.

SECTION 3. THE PARTIES' ROLES. The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment **.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the Discovery Family Counseling Services Application dated July 11, 2022 are also incorporated

herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS. The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for work described in **SECTION 4. SCOPE OF WORK.** In order to receive

payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **\$49,000.00**.

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City, the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION. The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City . The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE. Subrecipient shall protect, defend, indemnify, and save harmless The City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death,

violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance 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, against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient 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, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations 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. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required

permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The The City's review and comments will not constitute an approval of the solicitation. Regardless of the The City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the The City's identifies any deficiencies, then The City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

- 14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the The City related to any required MEPA decision.

14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F. .R. part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
 - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.

- vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
 - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
 - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
 - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
 - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
 - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes

protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

SECTION 16. ACKNOWLEDGMENT OF SUPPORT. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

SECTION 17. CONFLICTS OF INTEREST. Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

SECTION 18. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

SECTION 19. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

SECTION 20. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT

- 21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.
- 21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's

initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

SECTION 22. DISCLAIMER.

- 22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- 22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

- 23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 23.2 The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- 23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text

messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.

- 26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.
- 26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:
- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
 - ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
 - iii. Any Subrecipient breach/default specified in another section of this Agreement.
- 26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.
- However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.
- 26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:
- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
 - ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
 - iii. Suspend Subrecipient's performance; and
 - iv. Withhold applicable payment until the default is remedied.
- 26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

SECTION 27. 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 this Agreement.

SECTION 28. SUBCONTRACTING

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.

- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.

- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

SECTION 28. 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 Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

SECTION 29. WAIVER. A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, Discovery Family Counseling Services, hereby accepts this grant ARSA2303 according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By:

Bobbie Voegel
Subrecipient Signature

1/4/23
Date

Bobbie Voegel, owner
Print Name and Title

For

Discovery Family Counseling Services, LLC
Entity Name

45-2555209
Tax ID #

N/A
(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

CITY OF GREAT FALLS, MONTANA

By _____
Gregory T. Doyon, City Manager

ATTEST:

_____ (SEAL OF THE CITY)
Lisa Kunz, City Clerk

*APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

A - Scope of Work –Discovery Family Counseling Services, LLC.

Background: The program is designed to directly respond to the public health need related to the COVID-19 pandemic, specifically services to address pediatric behavioral healthcare needs exacerbated by the pandemic. The need for child therapists is a well-known issue among community therapists, doctors, teachers, and others who work with children. Play therapy is a therapeutic mental health treatment for children (generally, ages 3 through 12) uniquely tailored to treating mental health issues in young children.

Scope of work:

1. Construction/remodel to existing building to expand and allow for two additional therapy offices. This will be a remodel of existing unused space within the building, not an addition to the building.
2. Hiring and training two therapists to specialize in play therapy techniques for young children.

Schedule:

Phase 1: Hiring therapist #1 to share existing office space and begin training in play therapy techniques. We have already started recruiting for this first position and we are hoping to hire someone by March 2023. We plan to continue training this therapist in play therapy techniques throughout the grant period, until summer 2026.

Phase 2: Construction to add two new offices. This timing depends on the contractor's schedule, but we are estimating and hopeful that it will be completed by June 2023.

Phase 3: Hiring therapist #2 after construction has been completed. We estimate that we will be able to hire this second therapist by September/October 2023. We plan to continue training this therapist in play therapy techniques throughout the grant period, until Summer 2026.

GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND Great Falls
Voyagers .

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by Great Falls Voyagers, hereinafter referred to as the Subrecipient and represented by **Scott Reasoner, President, 1015 25th Street North, Great Falls MT 59401, (406)452-5311, scott@gfvoyagers.com**. Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for Great Falls Voyagers.

SECTION 2. TERM. The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in SECTION 8. REPORTS have been received by THE CITY.

SECTION 3. THE PARTIES' ROLES. The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment **.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the Centene Stadium Repair Application dated March 30, 2022 are also incorporated herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

- 6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.
- 6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS. The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for work described in **SECTION 4. SCOPE OF WORK.** In order to receive payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against

the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **\$600,000.00**

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City,

the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION. The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE. Subrecipient shall protect, defend, indemnify, and save harmless The City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death, violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of

Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance 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, against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient 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, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations 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. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The The City's review and comments will not constitute an approval of the solicitation.

Regardless of the The City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the The City's identifies any deficiencies, then The City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the The City related to any required MEPA decision.

14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
 - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.

- ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
 - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
 - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
 - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
 - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
 - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the

Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

SECTION 16. ACKNOWLEDGMENT OF SUPPORT. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

SECTION 17. CONFLICTS OF INTEREST. Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

SECTION 18. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

SECTION 19. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

SECTION 20. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made

or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

SECTION 22. DISCLAIMER.

- 22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- 22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

- 23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 23.2 The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- 23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.

- 26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.
- 26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:
- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
 - ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
 - iii. Any Subrecipient breach/default specified in another section of this Agreement.
- 26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.
- However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.
- 26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:
- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
 - ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
 - iii. Suspend Subrecipient's performance; and
 - iv. Withhold applicable payment until the default is remedied.
- 26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

SECTION 27. 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 this Agreement.

SECTION 28. SUBCONTRACTING

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.

- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.

- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

SECTION 28. 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 Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

SECTION 29. WAIVER. A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, **Great Falls Voyagers**, hereby accepts this grant **ARSA2304** according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By: 

1/4/2023
Date

Subrecipient Signature

Scott Reosner / President

Print Name and Title

For

Great Falls Baseball Club / Voyagers

Entity Name

81-0223798

Tax ID #

58XNA25ABWA4

(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

CITY OF GREAT FALLS, MONTANA

By _____
Gregory T. Doyon, City Manager

ATTEST:

_____ (SEAL OF THE CITY)
Lisa Kunz, City Clerk

***APPROVED AS TO FORM:**

By _____
David G. Dennis, City Attorney

*** By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.**

A - Scope of Work – Voyagers Stadium Field Renovation Project

Background:

This project is to complete a full reconstruction and renovation of the playing surface at Centene Stadium. The Great Falls Baseball Club is the ownership group that oversees and operates the Great Falls Voyagers and Centene Stadium. The Great Falls Baseball Club has a long history in our community as we were first incorporated on November 12, 1947. The Baseball Club is currently the permanent lessee of Centene Stadium, located at 1015 25th St. North in Great Falls. The stadium is a city owned property under the management and care of the Baseball Club until the lease expires in 2048 or until we can no longer keep a professional baseball team in our community. The stadium, known as Centene Stadium, was first constructed with WPA funds and was completed in 1948. From then until the early 2000s minimal, if any, large scale renovations were done to the property. In the late 1990s the Baseball Club was informed by Major League Baseball (MLB) that renovations were required if the MLB would continue to contract a baseball team in Great Falls because the stadium had fallen into such disrepair. Between 2001 and today just over \$4,000,000 was spent upgrading the facility. Those upgrades have included: new clubhouses, dugouts, seating, picnic and group areas, premium seating, concessions, a new outfield fence, offices, and upgrades to the facility's infrastructure. Notably, a vast majority of those funds came from private citizens. A major renovation of a public space done without any additional taxes levied on a communities' citizens is extremely rare in the world of professional sports, especially at the level of the Great Falls Voyagers. Since 1948 there has been no improvement to the playing surface at Centene Stadium. The Great Falls Baseball Club has taken great care of the playing surface for nearly 75 years but it has served its useful life. This project, in conjunction with Ballpark One LLC will complete this full project in a timely manner.

Scope of Work:

The Great Falls Baseball Club will contract with Ballpark One LLC for the renovation and reconstruction at the playing surface at Voyagers Stadium. The project bid by Ballpark One includes the following:

We will take the field down to bare bones and completely start from scratch. Once cleared all spoils will be removed from field and hauled off site. Entire field will be tilled, precision laser graded and new root zone will be installed. All turf and skinned areas will be replaced along with all irrigation lines, valves and control box. Mound and all infield components will be built to MLB specification. Outfield will be at a 2-3 inch pitch per 100 feet toward outfield wall. Infield will have 3-4 inch pitch from perimeter of mound to beginning of outfield grass. Warning track material will be replaced and widened to allow for year round truck access for stadium events. Equipment to maintain field is included along with new equipment shed to house mower and new infield grooming rake. The right field entrance will be renovated to create a clean look and allow for easy truck access to field area. Choice of sod type will be left to Voyager management but we will recommend based on best quality and availability. Bluegrass is our top choice. All infield material will be supplied by Turface or Duraedge based on best pricing and area availability. Turface is our top choice. These prices will be adjusted based on current pricing but will not exceed current bid including contingency. All work will be overseen by George Sands and local contractors. The project includes two full years of oversight and repairs.

Schedule:

This project will follow the proposed timeline:

January 2023-March 2023: Demolition of current playing surface and installation of new irrigation

March-April 2023: Releveling of playing surface and new sub dirt and skinned areas brought in

April-May 2023: New sod installed

May-September 2023: Repair as needed and build new grounds maintenance areas and fencing

September 2023-September 2024: Maintenance as needed and oversight of new sod and field skin, make adjustments improvements as needed due to playability issues

GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND Great Falls College Montana State University .

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by Great Falls College Montana State University, hereinafter referred to as the Subrecipient and represented by Dr. Stephanie Erdmann, CEO/Dean, 2100 6th Ave S, Great Falls, MT 59405, (406)771-4310, Stephanie.erdmann@gfcmu.edu. Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for Future Build.

SECTION 2. TERM. The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in SECTION 8. REPORTS have been received by THE CITY.

SECTION 3. THE PARTIES' ROLES. The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment **.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the Future Build Application dated July 15, 2022 are also incorporated herein by this reference. In the event

content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

- 6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.
- 6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS. The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for work described in **SECTION 4. SCOPE OF WORK.** In order to receive

payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **\$197,350.00**

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City, the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION. The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City . The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE. Subrecipient shall protect, defend, indemnify, and save harmlessThe City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death,

violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance 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, against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient 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, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations 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. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required

permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The The City's review and comments will not constitute an approval of the solicitation. Regardless of the The City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the The City's identifies any deficiencies, then The City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the The City related to any required MEPA decision.

14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.aov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F. .R. part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
 - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.

- vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
 - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
 - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
 - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
 - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
 - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes

protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

SECTION 16. ACKNOWLEDGMENT OF SUPPORT. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

SECTION 17. CONFLICTS OF INTEREST. Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

SECTION 18. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

SECTION 19. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

SECTION 20. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT.

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's

initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

SECTION 22. DISCLAIMER.

- 22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- 22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

- 23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 23.2 The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- 23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text

messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.

- 26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.
- 26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:
- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
 - ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
 - iii. Any Subrecipient breach/default specified in another section of this Agreement.
- 26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.
- However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.
- 26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:
- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
 - ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
 - iii. Suspend Subrecipient's performance; and
 - iv. Withhold applicable payment until the default is remedied.
- 26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

SECTION 27. 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 this Agreement.

SECTION 28. SUBCONTRACTING

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.
- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.
- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

SECTION 28. 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 Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

SECTION 29. WAIVER. A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.


The Subrecipient, Great Falls College Montana State University, hereby accepts this grant <ARSA2305> according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By:


Subrecipient Signature

1/4/2023
Date

Stephanie Erdmann, CEO & Dean
Print Name and Title

For

Great Falls College Montana State University
Entity Name

81-0522790
Tax ID #

ARSA 2305
(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

CITY OF GREAT FALLS, MONTANA

By _____
Gregory T. Doyon, City Manager

ATTEST:

_____ (SEAL OF THE CITY)
Lisa Kunz, City Clerk

*APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

A – Scope of Work – Great Falls College MSU Lifelong Learning “Future Build”

Background:

Future Build Great Falls is a comprehensive 10-month job-focused education and training for at-risk youth and re-entry individuals ages 16 and older. Future Build Great Falls provides equity-focused services for at-risk youth and re-entry individuals by targeting those living below the federal poverty line to alleviate the increased negative impact Covid-19 has caused this underserved population. By addressing both educational disparities and housing issues in our community, the Future Build framework focuses on building/construction trades training and encompass five core components of 1) education, 2) construction training, 3) work ethics and job readiness, 4) leadership and community service, and 5) case management/career development.

Participants who successfully complete the 10-month program receive the following credentials.

- Job Site Ready Micro Credential
- OSHA 10 Certification
- CPR/First Aid Certification
- Pre-Apprenticeship Certification
- Work Ethic Training Certificate of Completion

Scope of Work:

The Future Build Great Falls framework focuses on five core components weaved throughout the curriculum and hands-on trainings.

1. **Education:** Individualized and group instruction through experiential, hands-on, problem-based learning that prepares participants for the High School Equivalency Test (HiSET) and/or post-secondary training or apprenticeship opportunities. Participants take a prior learning assessment toward credit in post-secondary education or for pre-apprenticeship training. Digital literacy skills for work and life success are also embedded in all program components.
2. **Construction Training:** Using National Center for Construction Education and Research (NCCER) curriculum, participants engage in construction training and job site readiness that includes:
 - Hands-on learning activities in the classroom and at worksite helping to build Habitat homes;
 - Worksite safety preparation (OSHA 10 certification), hand and power tool basics, material handling, blue print reading, plumbing and electrical basics, and construction math;
 - Opportunities to engage in rehab, repair, energy efficiency, and weatherization programs; and
 - Engaging small carpentry projects.
3. **Work Ethic and Job Readiness Training:** Demonstrating job readiness and work ethic training to be an interwoven foundation for all aspects of life is provided. The training is based on the seven values in *Bring Your "A" Game to Work*. Incorporating Attitude, Attendance, Appearance, Ambition, Accountability, Acceptance, and Appreciation are pre-requisites for success in any

field, any job, and any industry. Employability skills for job-readiness is absolutely essential for participants to meet their goals.

4. **Leadership/Community Service:** Providing an active council and leadership design to expand participant's knowledge of local service organizations, community needs, and how important teamwork, collaboration, and partnerships are reinforced throughout the program. By practicing good citizenship, participants achieve greater self-awareness and they learn how to lead effectively, how to be a positive voice when faced with diversity, and how impactful their involvement can be for systemic change.

5. **Case Management/Career Development:** Providing guidance, community building, and goal setting is a key component. Participants work with a case manager to develop strategies to map out short- and long-term goals, wrap-around services needed, and next-step career/educational pursuits. Career Development encompasses assessments for interest and aptitude, career awareness/research, knowledge of local labor market, financial literacy, and time management. Participants also produce resumes, cover letters, engage in mock interviews, can job shadow, and have employment transition opportunities. Stipends or paid training availability may be explored with each participant utilizing qualifiers partner programs currently have in place. Examples include WIOA Youth Employment & Training and the various funding sources from Department of Labor & Industry through Great Falls Job Service.

Schedule:

Action	In progress	Completed
Need Identified		X, March 2022
Partners Identified		X, March 2022
Framework Outlined		X, June 2022
Grant Awarded December 2022 – thank you so much City of Great Falls ☺		
MOU's signed	X, deadline January 2023	
Staff Hired	X, deadline January 2023	
Books/Materials Purchased	X, deadline January 2023	
1 st Cohort Participant Application Process	X, deadline January 2023	
1 st Cohort Start	X, February 2023 Class Schedule: Monday – Friday 8:30am – 4:00pm	
1 st Cohort End	X December 1 2023 Graduation with job signing/transition celebration	

2 nd & 3 rd Cohort Participant Application Process	X deadline January 2024	
2 nd & 3 rd Cohort Start	X February 2024 Class Schedule: Monday – Friday 8:30am – 4:00pm	
2 nd & 3 rd Cohort End	X December 1, 2024 Graduation with job signing/transition celebration	
4 th & 5 th Cohort Participant Application Process	X, deadline January 2025	
4 th & 5 th Cohort Start	X, February 2025 Class Schedule: Monday – Friday 8:30am – 4:00pm	
4 th & 5 th Cohort End	X, December 1, 2025 Graduation with job signing/transition celebration	
Final Grant Reporting Data - Deadline August 2026		

GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND **Great Falls
Scottish Rite Childhood Language Disorders Clinic** .

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by **Great Falls Scottish Rite**, hereinafter referred to as the Subrecipient and represented by **<Molly Beck, Executive Director, 1304 13th St S, Great Falls, MT 59404 (406)727-1088, molly@helpkidscommunicate.org**. Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for **Early Intervention Speech/Language/Feeding Outreach Support**.

SECTION 2. TERM. The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by THE CITY.

SECTION 3. THE PARTIES' ROLES. The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment **.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the **Early Intervention Speech/Language/Feeding Outreach Support Application dated July 13, 2022** are

also incorporated herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

- 6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.
- 6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS. The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for work described in SECTION 4. SCOPE OF WORK. In order to receive

payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **\$70,894.00**

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City, the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION. The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City . The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE. Subrecipient shall protect, defend, indemnify, and save harmless The City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death,

violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance 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, against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient 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, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

- 14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations 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. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.
- 14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required

permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The The City's review and comments will not constitute an approval of the solicitation. Regardless of the The City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the The City's identifies any deficiencies, then The City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the The City related to any required MEPA decision.

14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.aov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F. .R. part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
 - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.

- vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
 - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
 - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
 - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
 - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
 - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes

protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

SECTION 16. ACKNOWLEDGMENT OF SUPPORT. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

SECTION 17. CONFLICTS OF INTEREST. Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

SECTION 18. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

SECTION 19. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

SECTION 20. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's

initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

SECTION 22. DISCLAIMER.

- 22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- 22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

- 23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 23.2 The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- 23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text

messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.

- 26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.
- 26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:
- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
 - ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
 - iii. Any Subrecipient breach/default specified in another section of this Agreement.
- 26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.
- However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.
- 26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:
- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
 - ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
 - iii. Suspend Subrecipient's performance; and
 - iv. Withhold applicable payment until the default is remedied.
- 26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

SECTION 27. 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 this Agreement.

SECTION 28. SUBCONTRACTING

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.
- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.
- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

SECTION 28. 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 Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

SECTION 29. WAIVER. A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, <Great Falls Scottish Rite>, hereby accepts this grant ARSA2306 according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By:

Molly Beck
Subrecipient Signature

1/5/23
Date

Molly Beck, MS CCC-SLP, Clinic Director
Print Name and Title

For

Great Falls Scottish Rite Childhood Language Disorders Clinic
Entity Name

36-3896840
Tax ID #

DQK8YMG39W46
(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

CITY OF GREAT FALLS, MONTANA

By _____
Gregory T. Doyon, City Manager

ATTEST:

_____ (SEAL OF THE CITY)
Lisa Kunz, City Clerk

*APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

**A – Scope of Work – Scottish Rite Childhood Language Disorders Clinic Early
Intervention Speech/Language/Feeding Outreach Support.**

Background: The Scottish Rite Childhood Language Disorders Clinic (SRCLDC) Early Intervention Outreach Program will reduce the barriers to accessing early intervention speech/language/feeding therapy services by offering services in locations convenient for disproportionately impacted families. The anticipated beneficiary will be children birth to six years with an identified developmental communication or oral motor/feeding delay or are at exacerbated risk of one, given the identified developmental impacts of the COVID pandemic.

Scope of Work/Schedule:

Required materials outlined in the grant will be acquired within 60 days.

A primary location for the planned outreach services is the new Community Early Education Center which opens 1/2/23. Services and screenings could be scheduled as early 2/1/23, if not sooner. Other locations of outreach services will be identified and evolving in nature. It is anticipated that the 450 hours of community outreach speech-language pathology services will be provided before 9/30/24.

GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND YWCA Great Falls.

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by YWCA Great Falls, hereinafter referred to as the Subrecipient and represented by Tori Doe, Mercy Home Director, 220 2nd St N, Great Falls, MT 59401, (406)452-1315, victoriad@ywcagreatfalls.org . Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for YWCA Great Falls DV Housing Assistance.

SECTION 2. TERM. The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in SECTION 8. REPORTS have been received by THE CITY.

SECTION 3. THE PARTIES' ROLES. The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment **.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the YWCA Great Falls DV Housing Assistance Application dated July 15, 2022 are also incorporated

herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

- 6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.
- 6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS. The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for work described in **SECTION 4. SCOPE OF WORK.** In order to receive

payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **\$75,000.00**

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of **the grant amount** or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City, the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION. The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City . The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE. Subrecipient shall protect, defend, indemnify, and save harmless The City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death,

violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance 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, against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient 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, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

- 14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations 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. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.
- 14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required

permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. **The City's review and comments will not constitute an approval of the solicitation. Regardless of the The City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the The City's identifies any deficiencies, then The City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.**

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

- 14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the The City related to any required MEPA decision.

14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F. .R. part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
 - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.

- vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
 - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
 - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
 - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
 - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
 - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes

protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

SECTION 16. ACKNOWLEDGMENT OF SUPPORT. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

SECTION 17. CONFLICTS OF INTEREST. Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

SECTION 18. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

SECTION 19. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

SECTION 20. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT.

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's

initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

SECTION 22. DISCLAIMER.

- 22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- 22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

- 23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 23.2 The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- 23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text

messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.

- 26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.
- 26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:
- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
 - ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
 - iii. Any Subrecipient breach/default specified in another section of this Agreement.
- 26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.
- However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.
- 26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:
- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
 - ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
 - iii. Suspend Subrecipient's performance; and
 - iv. Withhold applicable payment until the default is remedied.
- 26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

SECTION 27. 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 this Agreement.

SECTION 28. SUBCONTRACTING

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.
- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.
- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

SECTION 28. 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 Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

SECTION 29. WAIVER. A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, **YWCA Great Falls**, hereby accepts this grant **ARSA2314** according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By:

Tori Doe
Subrecipient Signature

1/4/2023
Date

Tori Doe, Mercy Home Director
Print Name and Title

For

YWCA Great Falls
Entity Name

81-0236853
Tax ID #

CDJVJ7ZPRR65
(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

CITY OF GREAT FALLS, MONTANA

By _____
Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk (SEAL OF THE CITY)

*APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

A. – Scope of Work – YWCA Great Falls DV Housing Assistance

Background:

The primary goal of the YWCA Great Falls DV Housing Assistance Program is to assist LMI women and their families, living in our Mercy Home emergency shelter to obtain safe and stable permanent housing. This program will house the most vulnerable and prevent homelessness.

We will be serving women and children that have been victims of domestic or sexual violence and are disproportionately impacted by COVID. The increase in violence in homes has been directly related to the COVID pandemic and the shelter in place mandates. We saw a fast increase in violence in the home that has remained high.

Additionally, the economy for housing in Great Falls has caused the most basic housing to be at least \$800 each month. Having a stipend available to them to help pay the initial costs to get into housing will make a difference in many lives in our community. This program will assist families staying in the emergency shelter longer obtain permanent housing.

This program is essential to providing housing resources to Homeless DV Clients because there are no other funds available to them. The ARPA funds will help house 50 DV families, opening Shelter beds to serve the growing need.

Scope of Work:

The ARPA funding will pay a maximum of \$1,500 for each of the 50 families to move out of the Mercy Home emergency shelter and into safe and stable housing.

The YWCA Great Falls will provide 50 families, staying at the Mercy Home, with the first and last month's rent, and/or deposits to help DV Survivors obtain safe housing and qualify for local housing programs. We will cap the amount of support each LMI family can use at \$1,500 and will ensure it is given directly to the unit owner.

The YWCA has an established client base, experienced staff, dedicated office space, and housing partnerships to be able to implement the program immediately. The Y's Mercy Home Shelter is full of homeless families who qualify for assistance but lack the lump sum to move forward and meet housing requirements. Our Case Managers will work with families to seek housing and connect them with housing resources. The Y works closely and partners with Opportunities Inc, Great Falls Housing Authority, and NeighborWorks Great Falls to provide housing resources and opportunities to Homeless DV Survivors.

Schedule:

We are ready to start the YWCA Great Falls DV Housing Assistance Program immediately upon award notification.

Upon award notification, the YWCA will proceed with the grant by following the below timeline:

Timeline	Task
Notice of Award	Start Program – Client Intake/Qualified Income Documentation
Every Month	Review program progress, pre/post surveys, intake forms
Quarterly/Every 3 Months	Meet with housing partners to discuss program progress and client needs
Every 6 Months	Review program goals and families served, identify possible adjustments to meet needs

GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND **Ideal Option
PLLC**.

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by **Ideal Option PLLC**, hereinafter referred to as the Subrecipient and represented by **<Katie Olson, 5615 Dunbarton Ave., Pasco, WA 99301, (616)540-4041, katieolson@idealoption.net**. Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for **Addressing the negative impacts of COVID-19 through increased access to MAT in Great Falls**.

SECTION 2. TERM. The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by THE CITY.

SECTION 3. THE PARTIES' ROLES. The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment **.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the **<Addressing the negative impacts of COVID-19 through increased access to MAT in Great Fall, MT Application dated July 13, 2022** are also incorporated herein by this reference. In the event

content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS. The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for work described in **SECTION 4. SCOPE OF WORK.** In order to receive

payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **\$228,980.00**.

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City, the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION. The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City . The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE. Subrecipient shall protect, defend, indemnify, and save harmlessThe City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death,

violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance 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, against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient 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, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

- 14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations 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. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.
- 14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required

permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The The City's review and comments will not constitute an approval of the solicitation. Regardless of the The City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the The City's identifies any deficiencies, then The City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the The City related to any required MEPA decision.

14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
 - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.

- vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
 - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
 - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
 - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
 - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
 - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes

protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

SECTION 16. ACKNOWLEDGMENT OF SUPPORT. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

SECTION 17. CONFLICTS OF INTEREST. Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

SECTION 18. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

SECTION 19. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

SECTION 20. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's

initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

SECTION 22. DISCLAIMER.

- 22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- 22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

- 23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- 23.2 The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.
- 23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text

messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.

- 26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.
- 26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:
- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
 - ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
 - iii. Any Subrecipient breach/default specified in another section of this Agreement.
- 26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.
- However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.
- 26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:
- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
 - ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
 - iii. Suspend Subrecipient's performance; and
 - iv. Withhold applicable payment until the default is remedied.
- 26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

SECTION 27. 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 this Agreement.

SECTION 28. SUBCONTRACTING

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.
- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.
- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

SECTION 28. 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 Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

SECTION 29. WAIVER. A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, **Ideal Option PLLC**, hereby accepts this grant **ARSA2309** according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By:



Subrecipient Signature

01.06.2023

Date

Sanford Becker, CFO

Print Name and Title

For

Ideal Option PLLC

Entity Name

45-5513274

Tax ID #

(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

CITY OF GREAT FALLS, MONTANA

By _____
Gregory T. Doyon, City Manager

ATTEST:

_____ (SEAL OF THE CITY)
Lisa Kunz, City Clerk

*APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

A – Scope of Work - Addressing the negative impacts of COVID19 through increased access to MAT in Great Falls

Background:

The proposed project will address the impact of substance use within the Great Falls community. Since the national emergency for COVID-19 was declared in March 2020, data has indicated large increases in many kinds of drug use in the United States. Social isolation and pandemic-related stress are likely contributing factors to increases in substance use and poor substance use outcomes. This project supports the project category “Response to The Public Health Emergency”. According to the CDC many Americans reported starting or increasing substance use to cope with stress or emotions related to COVID-19. It is important to ensure that health and welfare insecurities created or intensified by the pandemic are addressed and we believe this project will support the community in their ability to heal and enter recovery through increased access to treatment services. Leveraging the federal expenditure category: 1.9 Substance Use Services for the establishment of an additional Ideal Option clinic will bring increased access to treatment. Ideal Option utilizes evidenced-based Medication-assisted treatment (MAT). Research has shown that those in recovery with MAT cut their chances of dying in half compared to those who are not using MAT. Patients treated with MAT are more likely to stay in recovery long-term versus patients treated without MAT or with counseling or therapy alone. Increasing access to MAT services will assist the Great Falls Community in recovering from the impacts of COVID19.

Ideal Option would like to leverage these funds to expand outpatient substance use disorder (SUD) treatment through the establishment of a second Ideal Option clinic in Great Falls, MT. The proposed budget amount is meant to off-set, but not cover the anticipated cost to establish and expand access to MAT treatment in Great Falls, MT. We hope to dramatically improve access and increase the number of individuals served through the opening of a second clinic in Great Falls, MT. The community has a clear need for additional treatment services, but without appropriate funding Ideal Option faces overwhelming challenges to expanding sustainable quality care. The current Great Falls location has over 350 active patients and we are adding more each month. By establishing a second clinic we hope to expand our patient reach by around 156 patients per year.

Scope of Work:

Activity	Sub activity	Cost
Meet with Program Contact.	Schedule introduction meeting.	\$0*
	Define and finalize reporting requirements.	
	Develop program evaluation plan.	
	Determine communication expectations and preferences.	
Collaborate with local stakeholders to identify a location for the clinic.	Initiate contact with local organizations and healthcare providers.	\$0*
	Review home addresses from current patient census to determine a preferred area for the second clinic location.	
Secure clinic location.	Submit letter of Intent.	\$27,900
	Execute lease for clinic location.	
	Job posting for all required position: Peer Outreach Specialist.	\$34,380

Recruit peer outreach specialist.	Interview potential candidates for position.	
	New hire training and onboarding.	
Conduct local outreach activities.	Attend local events and coalitions related to health care access and/or substance use disorder.	\$0*
	Launch media and marketing campaign to promote clinic opening.	
Activity	Sub activity	Cost
Recruit appropriate medical staff to provide direct patient services.	Job posting for all required positions: 1 FTE Addiction Medicine Provider 2 FTE Medical Assistants	\$150,800
	Interview potential candidates for positions.	
	Validate licensing and background checks of hired staff.	
	Credential Provider with payors.	
	New hire training and onboarding.	
Complete clinic set-up and open in Great Falls community.	Identify and complete any required tenant improvements needed to ensure the space meets clinical and compliance requirements.	\$15,900
	Install technical equipment required for clinic operations (secure internet, computers, and phone systems).	
	Establish Laboratory testing courier service.	
	Order office and medical supplies for site launch.	
	Coordinate and schedule initial staffing requirements.	
	Execute integrated change control plan (Electronic Medical Records, etc.).	
Clinic facility setup, including but not limited to, furniture assembly, cleaning, organizing, labeling, and decorating.		
Conduct program evaluation and submit deliverables.	Implement approved evaluation plan resulting in a report detailing the success and challenges of the program implementation along with the program's impact on measured outcomes.	\$0*
*Items funded through matched funds provided by Ideal Option. Item will not be billed to City of Great Falls.		

Schedule:

Activity	Sub activity	Date
Meet with Program Contact.	Schedule introduction meeting.	Within 30 days of award
	Define and finalize reporting requirements.	
	Develop program evaluation plan.	
	Determine communication expectations and preferences for project updates.	
	Initiate contact with local organizations and healthcare providers.	Within 60 days of award

Collaborate with local stakeholders to identify a location for the clinic.	Review home addresses from current patient census to determine a preferred area for the second clinic location.	
Recruit peer outreach specialist.	Job posting for all required position: Peer Outreach Specialist.	
Recruit appropriate medical staff to provide direct patient services.	Job posting for all required positions: 1 FTE Addiction Medicine Provider 2 FTE Medical Assistants	
Recruit peer outreach specialist.	Interview potential candidates for position.	
Secure clinic location.	Submit letter of Intent.	Within 90 days of award
Activity	Sub activity	Date
Recruit appropriate medical staff to provide direct patient services.	Interview potential candidates for positions.	Within 120 days of award
	Validate licensing and background checks of hired staff.	
	Credential Provider with Payors.	
Recruit peer outreach specialist.	New hire training and onboarding.	Within 180 days of award
Secure clinic location.	Execute lease for clinic location.	
Conduct local outreach activities.	Attend local events and coalitions related to health care access and/or substance use disorder.	
	Launch media and marketing campaign to promote clinic opening.	
Complete clinic set-up and open in Great Falls community.	Identify and complete any required tenant improvements needed to ensure the space meets clinical and compliance requirements.	Within 270 days of award
	Install technical equipment required for clinic operations (secure internet, computers, and phone systems).	
	Establish Laboratory testing courier service.	
	Order office and medical supplies for site launch.	
	Coordinate and schedule initial staffing requirements.	
	Execute integrated change control plan (Electronic Medical Records, etc.).	
Recruit appropriate medical staff to provide direct patient services.	New hire training and onboarding.	
Conduct program evaluation and submit deliverables.	Implement approved evaluation plan resulting in a report detailing the success and challenges of the program implementation along with the program's impact on measured outcomes.	Within 30 days of project completion.

**CITY OF GREAT FALLS, MONTANA
COMMUNICATION TO THE CITY COMMISSION**

DATE: January 17, 2023

ITEM: **CARES GRANT AGREEMENTS**
Itemized listing and CARES Agreements as approved by the City Commission at its September 6, 2022 meeting – Agenda Item 16
(Additional agreement attachments are available upon request from the City Clerk’s Office.)

PRESENTED BY: Lisa Kunz, City Clerk
ACTION REQUESTED: Ratification of CARES Agreements through the Consent Agenda
MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Finance	Great Falls Development Authority (GFDA)	01/18/2023 – 09/30/2026	\$1,400,000	Grant Agreement to provide gap/bridge loan capital to GFDA for financing activities to businesses located within Great Falls city limits

GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND Great Falls Development Authority.

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by Great Falls Development Authority, hereinafter referred to as the Subrecipient and represented by **Brett Doney, President & CEO, 405 3rd Street NW Suite 203, Great Falls, MT 59404, 1-406-750-2119, BDoney@GrowGreatFalls.org**. Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") established the \$150 billion Coronavirus Relief Fund ("The Fund"). Eligible entities were reimbursed for eligible activities that were incurred during the period of March 1, 2020 to December 31, 2020. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant CARES funds to the Subrecipient for **Gap/Bridge Loan Capital**.

SECTION 2. TERM. The effective date of this Agreement is the date of last signing and ends no later than September 30, 2026. This agreement remains in effect until all reporting requirements as described in SECTION 8. REPORTS have been received by THE CITY.

SECTION 3. THE PARTIES' ROLES. The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment **.

The City liaison for this Agreement is **Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net**. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the **Gap/Bridge Loan Capital** Proposal dated **June 13, 2022** are also incorporated herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible. This section shall survive termination of this Agreement.

- 6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.
- 6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS. The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for projects described in **SECTION 4. SCOPE OF WORK.** In order to receive payment, The Subrecipient shall submit a proposal detailing the intended use of the funds. The loan recipient's name, physical address, project address, loan terms, and other material information shall be provided by the Subrecipient. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Total payment for all purposes under this Agreement shall not exceed **\$1,400,000.00.**

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the City's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.
- 8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 5001 of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City, the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$350,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION. The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City . The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE. Subrecipient shall protect, defend, indemnify, and save harmless The City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death, violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance 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, against claims for injuries to persons or

damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient 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, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations 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. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The City's review and comments will not constitute an approval of the solicitation. Regardless of the City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the City identifies any deficiencies, then the City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the The City related to any required MEPA decision.

14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 5001 of the Act, regulations adopted by Treasury pursuant to section 5001 of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.aov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F. .R. part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
 - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
 - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);
 - vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
 - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
 - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
 - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City

will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

SECTION 16. ACKNOWLEDGMENT OF SUPPORT. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

SECTION 17. CONFLICTS OF INTEREST. Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

SECTION 18. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

SECTION 19. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

SECTION 20. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT.

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

SECTION 22. DISCLAIMER.

22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in

death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

23.2 The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.

26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining

unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.

26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:

- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
- ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
- iii. Any Subrecipient breach/default specified in another section of this Agreement.

26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.

However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.

26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:

- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
- ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
- iii. Suspend Subrecipient's performance; and
- iv. Withhold applicable payment until the default is remedied.

26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

SECTION 27. 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 this Agreement.

SECTION 28. SUBCONTRACTING

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may

not otherwise assign or transfer any portion of this Contract without the express written consent of the City.

- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.
- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

SECTION 28. 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 Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees. A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

SECTION 29. WAIVER. A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, Great Falls Development Authority, hereby accepts this grant CRGFDA01 according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By:

Subrecipient Signature

Date

Brett Donev, President & CEO
Print Name and Title

For

Great Falls Development Authority, Inc.
Entity Name

81-0465605
Tax ID #

K9YXV4BK2BB8
(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

The Subrecipient, **Great Falls Development Authority**, hereby accepts this grant **CRGFDA01** according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By: 

12/15/22

Subrecipient Signature

Date

Brett Doney, President

Print Name and Title

For

Great Falls Development Authority, Inc.

Entity Name

81-0465605

Tax ID #

K9YXV4BK2BB8

(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

CITY OF GREAT FALLS, MONTANA

By _____
Gregory T. Doyon, City Manager

ATTEST:

_____ (SEAL OF THE CITY)
Lisa Kunz, City Clerk

*APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



Commission Meeting Date: January 17, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Agreement with Robert Peccia & Associates for the preparation of an Update to the Great Falls Area Long Range Transportation Plan (O.F. 1662.2)

From: Planning & Community Development Department

Initiated By: Andrew Finch, Senior Transportation Planner

Presented By: Craig Raymond, Director, Planning & Community Development

Action Requested: Approve Professional Services Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the professional services agreement with Robert Peccia & Associates in the amount of \$256,872 for the preparation of an Update to the Great Falls Area Long Range Transportation Plan.”
 2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends that the City Commission approve the professional services agreement with Robert Peccia & Associates for preparation of an Update to the Great Falls Area Long Range Transportation Plan.

Summary: An Update to the Long Range Transportation Plan is required by Federal regulations. Staff advertised and directly solicited competitive proposals to prepare the Update and selected the planning/engineering firm of Robert Peccia & Associates of Helena.

Background: The Great Falls Urban Area has an Urban Area with a population greater than 50,000, and therefore has certain federally required responsibilities for local transportation planning — one of which is to have a current, compliant long range transportation plan, updated at least every five years. The Great Falls Area Long Range Transportation Plan was last updated in 2018, with the base analyses dating from 2013.

The 2023 Plan Update will analyze the current transportation network and project future transportation network needs by looking at elements such as congestion, safety, future residential and employment growth, future traffic demands, and non-motorized deficiencies. Using analytical tools and public dialogue, the Plan Update will identify community transportation priorities and help guide local decisions.

Consultant Selection Process:

Staff advertised for consultant services to prepare the Update. Although a number of inquiries were received, only one proposal was submitted. A sub-committee of the Technical Advisory Committee (TAC) reviewed the single proposal that was received and affirmed the proposal and the consultant met the needs of the Update. Subsequently, the sub-committee recommended the firm, Robert Peccia & Associates, be contracted to prepare the Update.

The City of Great Falls participates in the Transportation Planning Process through staff representation on TAC and Mayor Kelly's representation on the Policy Coordinating Committee (PCC), the entity that makes transportation planning policy decisions for the Great Falls Area. The City is also the entity with contracting authority to hire outside professional services for transportation planning. As such, the City Commission is being asked to approve the contract to hire Robert Peccia & Associates for the preparation of the Plan Update. Planning & Community Development Department staff will administer the contract.

Project Scope:

The planning effort will be comprehensive. The consultant will prepare growth projections, model different street network scenarios, analyze intersection function, assess traffic growth and crash data, recommend safety improvements, perform an air quality analysis, identify funding sources, review transit and freight needs, ensure compliance with new Federal transportation planning requirements, and prepare a list of recommended projects. An extensive public outreach component will include an interactive webpage, public meetings, and outreach to the Council of Councils. A detailed scope can be found in the Professional Services Agreement, attached to this agenda report.

Fiscal Impact: The project is in keeping with the range budgeted in the Federal Fiscal Year 2023 Unified Planning Work Program that outlines projected work activities and expenditures for transportation planning for the current Federal Fiscal Year (Oct 1-Sept 30).

The contract and work will be funded with Federal Transportation Planning dollars, matched by the Montana Department of Transportation. There will be no cost to the City of Great Falls.

Alternatives: The City Commission could vote to deny the professional services agreement. If so, the Update will not be prepared and Great Falls will be out of compliance with Federal regulations and not be able to initiate any new federally funded transportation projects.

Attachments/Exhibits: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and Robert Peccia and Associates, 3147 Saddle Drive, Helena, Montana, 59604, hereinafter referred to as “Consultant.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as “Attachment A” and by this reference made a part hereof.

2. Term of Agreement: This Agreement is effective upon the date of its execution through **January 1, 2024**. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party. The parties may extend this agreement in writing prior to its termination.

3. Scope of Work: Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services, included herein as “Attachment A.”

4. Payment: City agrees to pay Consultant **Two hundred fifty six thousand, eight hundred seventy two dollars (\$256,872)** for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. Independent Contractor Status: The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: **(1)** a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’ compensation insurance in the State of Montana; or **(2)** proof of exemption from workers’ compensation granted by law for independent contractors.

6. Indemnification: To the fullest extent permitted by law, Consultant shall fully indemnify, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant’s negligent performance of this Agreement and Consultant’s work on the Project or work of any subcontractor or supplier to Consultant.

7. Insurance: Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a “primary—noncontributory basis, and on an occurrence, not a claims made basis.” Consultant will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of “A.M. Best Rating” of A-, VI, as will protect the Consultant, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Consultant’s warranties. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Consultant, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

Insurance Coverage at least in the following amounts is required:

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers’ Compensation	Not less than statutory limits
5.	Employers’ Liability	\$1,000,000
6.	Professional Liability (E&O)	\$1,000,000 per occurrence \$2,000,000 aggregate

Consultant may provide applicable excess or umbrella coverage to supplement Consultant’s existing insurance coverage, if Consultant’s existing policy limits do not satisfy the coverage requirements as set forth above.

Additional Insured Endorsement Example:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

8. Professional Service: Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner.

9. Compliance with Laws: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Consultant agrees to purchase a City safety inspection certificate or special business license.

10. Nondiscrimination: Consultant agrees that all hiring by Consultant of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or

mental disability, national origin, or other class protected by state and/or federal law. Further, Consultant agrees to comply with the MDT Nondiscrimination and Disability Accommodation Notice requirements contained in “Attachment B” to this Agreement.

11. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. Modification and Assignability: This document 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 this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant’s rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

13. Ownership and Publication of Materials: All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City’s sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

14. Liaison: City’s designated liaison with Consultant is **Andrew Finch, Senior Transportation Planner**, and Consultant’s designated liaison with City is **Scott Randall, PE, PTOE**.

15. Applicability: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

16. Binding: This Agreement and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Consultant respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Consultant shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.

17. **Amendments:** Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

IN WITNESS WHEREOF, Consultant and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

CITY OF GREAT FALLS, MONTANA

Robert Peccia and Associates

By _____
Gregory T. Doyon, City Manager

By _____

Date _____

Print Name _____

Title _____

Date _____

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

* APPROVED AS TO FORM:

By _____
David Dennis, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

ATTACHMENT A

SCOPE OF SERVICES

The Great Falls Metropolitan Planning Organization (MPO) has engaged Robert Peccia and Associates (RPA) to update its Long Range Transportation Plan (LRTP). Included in this scope of services are tasks necessary to develop the LRTP which will address existing and future land use needs, regional transportation issues, overall travel convenience, connectivity, safe and accessible accommodations for all users, preparation for new transportation technologies, sustainability, transportation demand management, as well as environmental and fiscal constraints.

With recent passage of the Bipartisan Infrastructure Law (BIL), there are new federal requirements for MPOs, updated planning emphasis areas, new eligibility for apportioned highway programs, and more than a dozen new discretionary highway funding programs. Accordingly, the LRTP will be fully compatible BIL and other state and federal codes while also responding to the changing nature and interests of the community. Ultimately, the Plan will serve as a guide for responsible investment in the community's multimodal transportation systems over the 20-year planning horizon. The LRTP will incorporate a comprehensive review of relevant background information, detailed analysis of existing and future conditions, and meaningful input from citizens and local officials to provide a framework for future efforts within the context of funding rules, regulations, and budget allocations.

Task Descriptions

This section contains a work plan developed to provide Great Falls with a planning document that adequately serves the existing needs of the community and prepares the MPO to successfully plan for future transportation needs. The work tasks identified in this scope of services are based on our team's expertise in transportation planning, our knowledge of the needs of the community, and on what has worked well on past transportation planning projects. While the tasks are anticipated to remain generally the same throughout the planning process, RPA intends to solicit feedback from stakeholders and the public early in the process to determine the transportation matters that are most important to the community and tailor our work accordingly. The following major tasks have been identified:

- Task 1: Project Management and Administration
- Task 2: Public and Stakeholder Involvement
- Task 3: Socioeconomics and Land Use
- Task 4: Travel Demand Modeling
- Task 5: Traffic Data Collection
- Task 6: Existing and Projected Conditions
- Task 7: Goals and Objectives
- Task 8: Recommendations and Fiscal Constraint
- Task 9: Conformity and Compliance Review
- Task 10: Report Preparation

Task 1. Project Management and Administration

This task includes the overall project management aspects associated with managing plan development. Included is the effort required to develop monthly progress reports and invoices. General management and coordination duties include correspondence with the public, MPO, and MDT staff; informal meetings that are not part of the regularly scheduled meetings; internal project management duties to monitor scope, schedule, and budget; and project setup and closeout activities.

A project kick-off meeting will be held immediately after a notice-to-proceed is issued. The kick-off meeting will be used to refine the study scope and to ensure the work plan is consistent with the desires of the planning team. The results of the kick-off meeting will be captured in the scope, schedule, and budget for the project contract.

The development of this project will be overseen by the Great Falls Transportation Technical Advisory Committee (TAC). The TAC has historically acted in the advisory and oversight role of previous transportation planning efforts and submits recommendations to the Great Falls Policy Coordinating Committee (PCC). These meetings will provide RPA with essential feedback during development of the LRTP and will provide the TAC with numerous opportunities to guide the RPA team through the process.

ASSUMPTIONS:

- RPA will be available to attend TAC meetings approximately every other month, or as needed to present information and obtain guidance at key milestones.
- RPA's in-person attendance at TAC meetings will be coordinated with other in-person events such as public meetings, field studies, or adoption hearings.

TASKS:

- 1.1. General management and coordination duties
- 1.2. Prepare scope of services, cost estimate, and contracting documents
- 1.3. Prepare monthly project invoices and progress reports
- 1.4. Prepared for and facilitate up to four (4) Technical Advisory Committee Meetings

DELIVERABLES:

- Scope, schedule, and cost estimate (electronic)
- Contract documents (electronic)
- Monthly invoices and progress reports (electronic)
- TAC meeting materials (as needed)

Task 2. Public and Stakeholder Involvement

This task includes the anticipated public participation activities and various meetings expected to be completed throughout the study process. The RPA team understands that there is an increasing level of interest from the public in transportation issues and that updating the plan will provide public outreach opportunities that will respond to the public's needs and increase the public's investment in the LRTP.

A *Public Involvement Plan* will be developed, outlining the engagement strategies anticipated for this planning process. For this LRTP, we propose several public involvement strategies designed to work together to reach the most people possible and elicit meaningful participation from the beginning of the planning process. Our strategy aligns well with the national focus on integration of in-person and virtual public involvement techniques as well as the use of social media and web-based tools to foster public participation and solicit feedback.

ASSUMPTIONS:

- RPA will develop and host a Transportation Plan website to encourage on-going public interaction and to provide information throughout the planning process. The website will serve as the primary platform to provide information and solicit feedback during the planning process. The website will be updated as project deliverables are developed, and milestones are met.
- An interactive commenting Wikimap will be developed and integrated into the plan website to engage the community in the identification of issues, areas of concern, and other needs.
- An online survey will be developed to understand community travel habits, collect opinions on traffic and safety matters, and help prioritize various transportation system improvements.

- RPA will attend up to two (2) Council of Councils meetings in-person to solicit feedback and share updates throughout the planning process.
- Two (2) public open houses will be held. The first will be used to present existing conditions information and engage the community in identifying a vision, goals, and opportunities for improvement. The second will be held during the public review period of the draft LRTP. Both open houses will be held in-person and will be supplemented by a live virtual presentation. All materials and engagement tools will be added to the plan website so community members who are unable to attend the in-person open house can still participate and provide their feedback. During the public review period, a virtual open house will also run for a 30-day period.
- RPA will prepare press releases prior to each public open house and will be available for comments or structured interviews, if requested by the media. Throughout the planning process RPA will develop content for posting on existing local social media channels including Facebook and Twitter.
- A list of key stakeholders and interested parties will be developed to include neighborhood councils, government agencies, business owners, special interest groups, and local officials. Small group interviews or stakeholder events will be held to talk directly with interested groups to understand what is important to them and what they would like to see from the plan. We will schedule individual or small group interviews on the day of the first public open house. Representatives from RPA would also be available to meet with interested stakeholders virtually at alternate times if needed. Key stakeholders and interested parties will also be invited to attend the public meeting to allow for efficient dialogue with the project team. We will also present to the City Commission, County Commission, and PCC as part of the LRTP approval/adoption process.
- All public comments received during the review period will be compiled into a public comment matrix.
- If any additional public or stakeholder outreach is needed, it will need to be amended to this scope of services.

TASKS:

- 2.1. Prepare Public Involvement Plan
- 2.2. Create and maintain project website
 - a. Develop interactive mapping
 - b. Develop and administer electronic survey
 - c. Develop video presentations
- 2.3. Provide media communications
 - a. Provide content for social media updates
 - b. Prepare and distribute press releases for informational meetings
- 2.4. Prepare for and facilitate public open houses (2)
 - a. Prepare meeting displays, interactive tools, and virtual presentations
 - b. Conduct and facilitate open houses and virtual meetings
- 2.5. Facilitate stakeholder outreach
 - a. Prepare for and attend Council of Councils Meetings (2)
 - b. Prepare for and conduct stakeholder interviews
 - c. Prepare for and attend City/County Commission & PCC public hearings
- 2.6. Compile and respond to miscellaneous public comments

DELIVERABLES:

- Public Involvement Plan (electronic)
- Transportation Plan Website (content as required)
- Wikimap Commenting Platform (electronic)
- Interactive ArcGIS Online Mapping (content as required)
- Various Public and Stakeholder Outreach Materials and Notices (content as required)
- Public Comment Matrix (electronic)

Task 3. Socioeconomics and Land Use

It is important that the LRTP study area include all outlying land that is expected to develop during the planning horizon while also including areas where transportation issues are expected to impact or influence the regional community and growth needs. Therefore, RPA will examine the study area and determine if the boundaries are appropriate for the 20-year planning horizon of this planning effort.

In this task we will prepare a *Socioeconomic Land Use Technical Memorandum* documenting baseline and forecasted socioeconomic and land use information for the study area. We will review available data to provide information about land ownership characteristics, land use, land development status, population, income, and housing characteristics, employment centers, and economic development potential. Using future projections from various sources, we will also develop future forecasts of population, housing, and employment, and project where new development may occur.

ASSUMPTIONS:

- RPA will examine the 2018 study area boundary and recommend any possible changes. MPO boundary changes resulting from the 2020 Census will be reviewed and updated accordingly.
- Updated socioeconomic and land use information will be developed for the study area using data available from the 2020 Census, American Community Survey, US Bureau of Economic Analysis, and the Montana Department of Labor and Industry.
- Historic growth trends, socioeconomic data, and future projections compiled by State, MPO, Census, and other relevant sources will be reviewed to help inform future forecasts. Locally adopted community plans, growth policies, land use information, and zoning regulations will be reviewed to aid in geographically allocating projected housing and employment growth to areas within the study area boundary.
- RPA will conduct a land use forecasting workshop with the those knowledgeable about planned growth in the area. Additional information from City, MPO, and County planning staff, such as building permits, subdivision plats, and utility records will be reviewed to help guide the process.

TASKS:

- 3.1. Review and update study area boundary
- 3.2. Update socioeconomic and land use information
 - a. Review data from various sources
 - b. Develop baseline conditions
- 3.3. Develop future forecasts
 - a. Review and compare future projections from relevant sources
 - b. Project planning year horizon conditions
- 3.4. Conduct land use forecasting workshop
 - a. Prepare land use forecasts
- 3.5. Prepare Socioeconomic and Land Use Memorandum

DELIVERABLES:

- Updated Study Area Boundary (electronic)
- Land Use Forecasts (electronic)
- Socioeconomic and Land Use Technical Memorandum (electronic)

Task 4. Travel Demand Modeling

This task includes all efforts necessary to develop, review, and evaluate the results for the travel demand model. We will collaborate with MDT to develop the model, establish a base year model, establish anticipated conditions for the future planning year, and examine the effect of possible alterations to the major street network. Alternative scenarios will test the effectiveness of individual projects or policies, groups

of similar projects, network-wide investment strategies, or alternative growth projections. We will analyze model results to assess network-wide travel patterns and identify problem areas and opportunities.

ASSUMPTIONS:

- RPA will meet with MDT's Travel Demand Modelers as needed to complete this task.
- The MDT Multimodal Planning Section will conduct all modeling work, while RPA will assist with review, interpretation, and post-processing of model outputs.
- The model base year will be 2020 and will be established using recent 2020 Census data. The future conditions model will include committed improvement projects and the future land use projections out to the year 2040.
- Up to five (5) future year alternatives will be developed in consultation with the TAC and modeled by MDT.

TASKS:

- 4.1. Prepare for and participate in miscellaneous meetings with MDT travel demand modeler
- 4.2. Develop base year (2020) model
 - a. Use 2020 Census data to establish baseline conditions
 - b. Review existing conditions travel demand model
- 4.3. Develop future year (2040) model
 - a. Provide future land use conditions to MDT
 - b. Review projected conditions travel demand model
- 4.4. Develop modeling alternatives (up to 5)
 - a. Analyze alternative network modeling results
- 4.5. Prepare Travel Demand Modeling Memorandum

DELIVERABLES:

- Travel Demand Model Results (electronic)
- Travel Demand Model Technical Memorandum (electronic)

Task 5. Traffic Data Collection

This task includes efforts to collect intersection turning movement data and analyze intersection operations at all signalized intersections and some major unsignalized intersections within the study area. We will use our in-house Miovision traffic cameras to collect turning movements and vehicle classifications for peak hour traffic conditions. Other information such as signal timing, phasing, land use, and special intersection geometrics will be collected during field review efforts to aid in the operational analysis. We will evaluate intersection operations using PTV Vistro for each intersection under both existing and projected conditions.

We will supplement our field collected data by leveraging "big data" from **StreetLight**, an on-demand provider of traffic data collected from smart phones and navigation devices. Available data includes origin destination information, freight routes, vehicle turning movements, non-motorized traffic, and transit boarding and alighting. With this data, we will be able to understand multimodal activity, identify congestion bottlenecks, and examine regional and local travel patterns.

ASSUMPTIONS:

- RPA will collect turning movement data at signalized intersections (up to 30) and up to ten (10) major unsignalized intersections. The intersections will be determined in coordination with the TAC.
- We will use any recent (within three years) turning movement counts collected by MDT and others to supplement our data collection effort.
- Data will be collected at each intersection during peak travel hours (7AM to 9AM and 4PM to 6PM).
- StreetLight data will be evaluated at up to 50 spot locations.
- We will prepare simple visualizations to effectively communicate the StreetLight data.

TASKS:

- 5.1 Collect turning movement counts at up to 40 intersections
- 5.2 Compile existing intersection data
- 5.3 StreetLight Data Acquisition
- 5.4 StreetLight Data Review and Analysis
- 5.5 Analyze existing and collected data

DELIVERABLES:

- Intersection Traffic Data and Operational Analysis (electronic)
- StreetLight Data (electronic)

Task 6. Existing and Projected Conditions

This task involves reviewing, developing, and analyzing data relating to the transportation planning process. We will acquire and evaluate information and data that is already available through the City and MPO, Cascade County, and MDT in addition to collecting any additional observational data required to develop the Plan. Existing local documents such as the most recent LRTP, the MPO TIP, City and County growth policies, previously completed planning documents, and any relevant locally adopted plans, subdivision plans, or traffic impact studies will be reviewed for existing conditions information, future forecasts, and recommended improvements.

We will compile current average annual daily traffic (AADT) data available through MDT to conduct an analysis of the existing traffic conditions, roadway capacity deficiencies, and congestion concerns in the study area. We will also conduct an on-site field review and high-level evaluation of several transportation considerations including non-motorized facilities, mobility and access, and bridge/road condition.

Historic crash data will be analyzed to identify locations that have a high crash frequency or high crash severity. The crash analysis will result in a listing of major operational and safety considerations associated with the transportation network, the underlying factors that contribute to these considerations, and the actions and policies that might be appropriate for addressing the factors.

A separate *Freight and Security Technical Memorandum* focusing on freight and goods movement, transportation security, disaster mitigation, and emergency response will also be prepared.

ASSUMPTIONS:

- AADT data from MDT will be obtained to complete the roadway capacity analysis, no new AADT data will be collected.
- The major street network and non-motorized network from the 2018 LRTP will be updated to reflect the current networks.
- RPA will use readily available bridge and road condition data from state and local sources to conduct a critical condition analysis, no new data will be collected.
- Historic crash data for the past five (5) years will be provided by MDT and analyzed by RPA.
- RPA will review the 2018 *Freight and Security Technical Memorandum* for relevancy to the current LRTP and update the information accordingly to reflect existing conditions using the most currently available data.

TASKS:

- 6.1. Review existing plans, documents, and policies
 - a. Request and compile existing data
- 6.2. Conduct on-site field review of transportation system
- 6.3. Analyze existing and projected conditions
 - a. Conduct safety analysis
 - b. Conduct roadway capacity analysis

- c. Conduct a bridge and road condition analysis
- 6.4. Identify areas of concern
- 6.5. Update Freight and Security Memorandum
- 6.6. Prepare Existing and Projected Conditions Memorandum

DELIVERABLES:

- Freight and Security Technical Memorandum (electronic) (electronic)
- Existing and Projected Conditions Technical Memorandum (electronic)

Task 7. Goals and Objectives

Goals and objectives are intended to provide guidance in development of transportation plan recommendations. After existing conditions and areas of concern are identified, RPA will assess the goals and objectives set forth in the 2018 LRTP for their continuing relevance, consistency with the goals of other relevant community planning documents, and consistency with national and state goals and performance targets. RPA will also review the updated planning emphasis areas issued by FHWA and FTA in 2021 and the MPO's most recent *Unified Planning Work Program* to ensure the LRTPs goals align with and support the directives set forth in these guiding documents.

ASSUMPTIONS:

- RPA will review and reaffirm the goals and objectives with the TAC, public, and stakeholders as appropriate to ensure they reflect the current and developing transportation issues in the study area and the desires of the community and local leadership.

TASKS:

- 7.1. Review and updated past goals and objectives
 - a. Ensure alignment with other planning goals
- 7.2. Prepare Goals and Objectives Memorandum

DELIVERABLES:

- Goals and Objectives Technical Memorandum (electronic)

Task 8. Recommendations and Fiscal Constraint

A *Recommendations and Funding Technical Memorandum* will be prepared for this task and will include comprehensive documentation of multimodal transportation recommendations, a fiscally constrained implementation plan, and additional implementation and planning considerations. Together, all recommendations will be used to help guide development of a full, connected transportation network which provides for mode choice. A visionary major street network and non-motorized network will be developed to help plan for long-term infrastructure needs, help guide development and land-use changes, and plan for future transportation investments.

An overview of available funding sources will be provided, including information about new funding programs available under BIL, as well as discussion about broadened eligibility for MPOs for select apportioned highway programs, changes to formula distributions, and new discretionary funding programs. An updated, fiscally constrained financial plan will also be provided based on the new project cost estimates, committed expenditures, and anticipated revenue.

Based on discussions with the public, stakeholders, and MPO staff, RPA will also prepare an additional considerations section with policies, programs, or best practices that are of interest to the community. Topics may include emerging transportation technologies, complete streets, transportation equity, coordination of transportation improvements with local housing development patterns, sustainable infrastructure, or transportation resiliency.

ASSUMPTIONS:

- We will review the recommendations made in the 2018 LRTP to determine if the remaining recommendations are still relevant and if any modifications are needed. Any projects completed since 2018 will be removed as recommendations and new committed projects will be identified.
- RPA will consult City, MPO, County, and MDT staff to understand any current and future development plans and improvement projects that may influence the viability of past recommendations.
- Coordination with the Great Falls Transit District will also occur to update transit projects based on the district's most recent plans.
- All project cost estimates will be updated to reflect current project development costs obtained from similar projects recently bid in the area.
- The Great Falls MPO will provide up-to-date financial data including committed expenditures and anticipated revenue.

TASKS:

- 8.1. Update/develop major street network recommendations
 - a. Assess existing and future street network
 - b. Prepare visionary major street network
- 8.2. Update/develop non-motorized network recommendations
 - a. Assess gaps and deficiencies in non-motorized network
 - b. Prepare visionary non-motorized network
- 8.3. Update/develop planning-level cost estimates
- 8.4. Update funding sources and strategies
- 8.5. Assess fiscal constraints and prepare financial plan
- 8.6. Develop additional considerations
- 8.7. Prepare Recommendations and Funding Memorandum

DELIVERABLES:

- Visionary Major Street Network (electronic)
- Visionary Non-Motorized Network (electronic)
- Financial Plan (electronic)
- Recommendations and Funding Technical Memorandum (electronic)

Task 9. Conformity and Compliance Review

A *Compliance and Conformity Technical Memorandum* examining conformity with air quality standards, documenting progress towards achieving performance targets, and ensuring all federal regulations are met will be prepared under this task. We will also review state performance targets and update the targets for Great Falls accordingly. To ensure full compliance with FHWA and FTA transportation regulations, RPA will prepare and complete a checklist of federal requirements.

ASSUMPTIONS:

- Online research and coordination (as needed) with the EPA, MDEQ, City, and MPO Planning staff will be conducted to identify and document any changes in the status of the Great Falls Carbon Monoxide (CO) Maintenance Area, CO monitoring strategies, or administrative actions relevant to the Maintenance Area.
- RPA will include documentation of the MPO's progress towards achieving the established performance targets, potential methods for seamlessly tracking progress in-house, and strategies to support and forward these performance goals.
- RPA will review the Bipartisan Infrastructure Law in detail to ensure that the LRTP meets all federal regulations.

- A discussion about voluntary planning documents described in recent legislation that the MPO could consider pursuing given community desires and staff capacity will also be included.

TASKS:

- 9.1. Review air quality conformity status
- 9.2. Update performance targets
 - a. Assess progress towards performance targets
 - b. Provide strategies for tracking and meeting performance targets
- 9.3. Develop and complete federal requirements checklist
- 9.4. Prepare Performance Measures Memorandum

DELIVERABLES:

- Checklist of Federal Requirements
- Compliance and Conformity Technical Memorandum (electronic)

Task 10. Report Preparation

Preparation of the Transportation Plan is the culmination of all previously completed work. The plan will include a summary of the results from all planning analyses, address all issues identified during the process, and list all recommended improvement projects and programs. The Transportation Plan will be produced in draft and final versions.

ASSUMPTIONS:

- The final report format will be similar to the 2018 LRTP, with clear, succinct summaries of the technical information contained in the supporting technical memorandums which will be included as appendices.
- The Plan will rely upon quality maps, photos, and graphics to present the information in a concise and easy-to-understand format.
- The draft plan will be made available for public review and comment prior to finalizing and the adoption process.

TASKS:

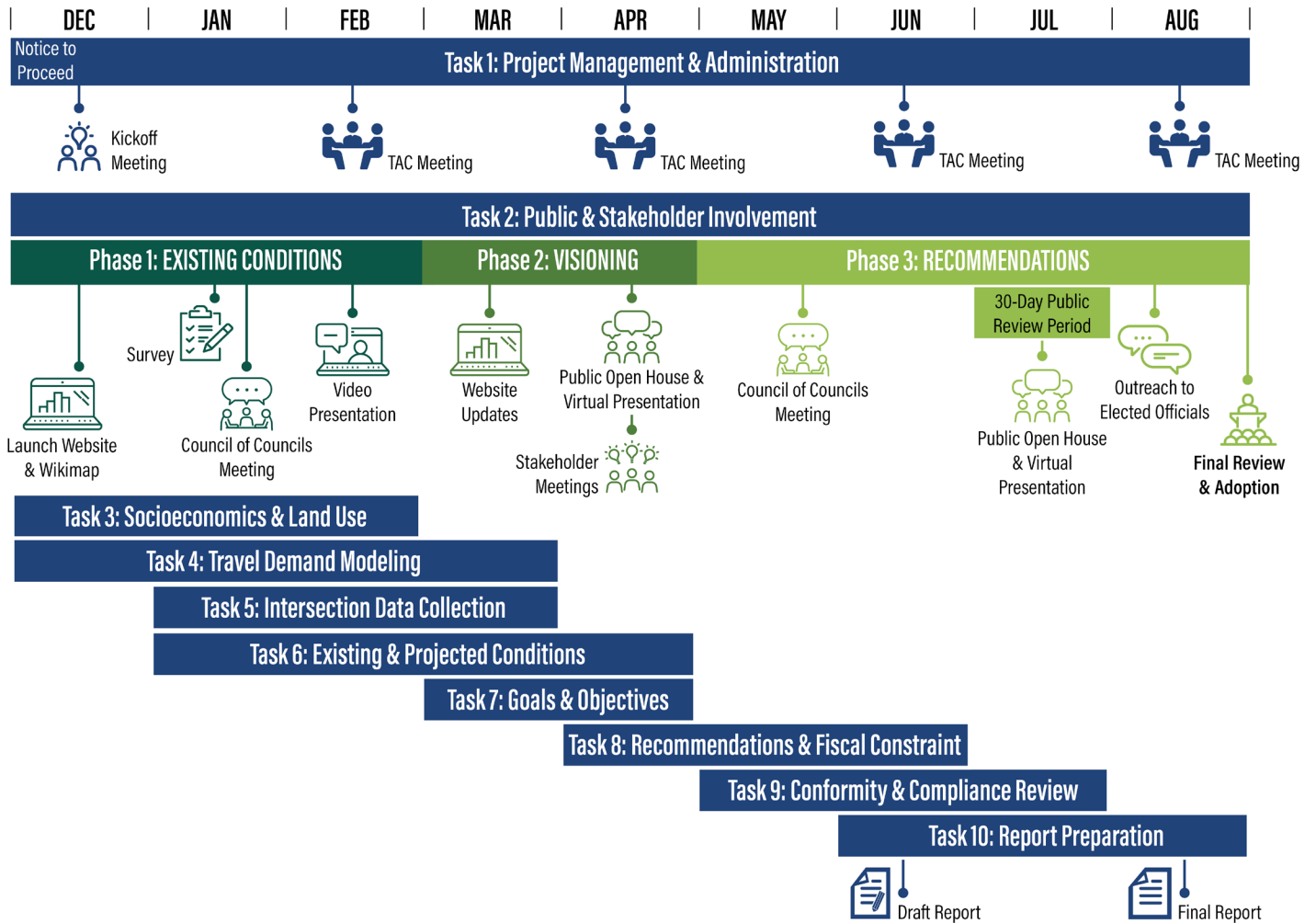
- 10.1. Prepare draft Transportation Plan
- 10.2. Collect and respond to public comments
- 10.3. Prepare final Transportation Plan

DELIVERABLES:

- Draft Great Falls Area Long Range Transportation Plan (electronic)
- Final Great Falls Area Long Range Transportation Plan (electronic)

Estimated Schedule

We understand that the transportation plan update must be completed and adopted by August 31, 2023. We have carefully defined our scope to meet federal reporting requirements and produce a high-quality transportation plan within the given deadline. We anticipate having a draft report completed by late June/early July, to allow for two months to complete the review and adoption process. The following shows how we anticipate completing the proposed tasks by the required deadlines.





TASK	DESCRIPTION	Project Manager	Senior Planner	Traffic Engineer	Trans. Planner	Enviro Planner	Engineering Tech	Graphics/ GIS	Accounting	TOTAL
		\$ 68.57	\$ 58.80	\$ 39.98	\$ 42.60	\$ 38.68	\$ 32.83	\$ 36.86	\$ 51.22	
1.0 PROJECT MANAGEMENT AND ADMINISTRATION										
1.1	General management and coordination duties	24.0								24.0
1.2	Project invoicing and progress reports (9)				4.5				9.0	13.5
1.3	Project setup and closeout	2.0							2.0	4.0
1.4	Technical Advisory Committee Meetings (4 total)	24.0			32.0					56.0
Sub Total Hours		50.0	0.0	0.0	36.5	0.0	0.0	0.0	11.0	97.5
2.0 PUBLIC AND STAKEHOLDER INVOLVEMENT										
2.1	Prepare draft Public Involvement Plan	1.0	2.0		8.0					11.0
2.2	Prepare final Public Involvement Plan		1.0		2.0					3.0
2.3	Create and maintain project website	1.0	4.0		16.0			2.0		23.0
2.4	Develop online commenting platform				4.0			2.0		6.0
2.5	Develop interactive mapping	2.0			8.0			16.0		26.0
2.6	Provide media communications	1.0	2.0		8.0					11.0
2.7	Prepare for and facilitate public open houses (2)	24.0	8.0		40.0			8.0		80.0
2.8	Facilitate stakeholder outreach	24.0	8.0		40.0					72.0
2.9	Attend City/County Commission & PCC public hearings	12.0			8.0					20.0
2.10	Miscellaneous public comments	4.0	2.0		12.0					18.0
Sub Total Hours		69.0	27.0	0.0	146.0	0.0	0.0	28.0	0.0	270.0
3.0 SOCIOECONOMICS AND LAND USE										
3.1	Review and update study area	1.0			4.0			2.0		7.0
3.2	Review census data and local forecasts		1.0		4.0	4.0				9.0
3.3	Develop baseline conditions		2.0		8.0	4.0				14.0
3.4	Conduct land use forecasting workshop	8.0			12.0			4.0		24.0
3.5	Project planning year horizon conditions	1.0	4.0		8.0			2.0		15.0
3.6	Prepare draft Socioeconomic and Land Use Memo	1.0	4.0		12.0	4.0				21.0
3.7	Prepare final Socioeconomic and Land Use Memo		1.0		2.0					3.0
Sub Total Hours		11.0	12.0	0.0	50.0	12.0	0.0	8.0	0.0	93.0
4.0 TRAVEL DEMAND MODELING										
4.1	Miscellaneous meetings with MDT Travel Demand Modeler	4.0			4.0					8.0
4.2	Review existing conditions travel demand model	2.0		16.0	4.0					22.0
4.3	Provide future land use conditions to MDT	1.0		8.0	2.0					11.0
4.4	Review projected conditions travel demand model	2.0		8.0	2.0					12.0
4.5	Develop modeling alternatives (up to 5)	4.0		12.0	4.0					20.0
4.6	Analyze alternative network modeling results	4.0		16.0	4.0					24.0
4.7	Prepare draft Travel Demand Modeling Memo	2.0		16.0	4.0					22.0
4.8	Prepare final Travel Demand Modeling Memo	1.0		2.0						3.0
Sub Total Hours		20.0	0.0	78.0	24.0	0.0	0.0	0.0	0.0	122.0
5.0 TRAFFIC DATA COLLECTION										
5.1	Complete turning movement counts at major intersections (40)	2.0		8.0			120.0			130.0
5.2	StreetLight Data Acquisition	4.0		4.0	24.0					32.0
5.3	StreetLight Data Review and Analysis	4.0		12.0	40.0					56.0
5.4	Analyze existing and collected data	4.0		40.0	16.0		12.0			72.0
Sub Total Hours		41.0	0.0	176.0	112.0	0.0	132.0	0.0	0.0	461.0
6.0 EXISTING AND PROJECTED CONDITIONS										
6.1	Request and compile existing data and reports	2.0			4.0					6.0
6.2	Conduct on-site field review of transportation system	8.0			12.0					20.0
6.3	Review alternative transportation modes	2.0		16.0	4.0					22.0
6.4	Conduct safety analysis	1.0		8.0	2.0					11.0
6.5	Update Freight and Security Memo	1.0	4.0		12.0					17.0
6.6	Prepare draft Existing and Projected Conditions Memo	4.0		2.0	24.0					30.0
6.7	Prepare final Existing and Projected Conditions Memo	2.0			4.0					6.0
Sub Total Hours		20.0	4.0	26.0	62.0	0.0	0.0	0.0	0.0	112.0
7.0 GOALS AND OBJECTIVES										
7.1	Review and update past goals & objectives	1.0			12.0					13.0
7.2	Prepare draft Goals and Objectives Memo	1.0			8.0					9.0
7.3	Prepare final Goals and Objectives Memo				2.0					2.0
Sub Total Hours		2.0	0.0	0.0	22.0	0.0	0.0	0.0	0.0	24.0
8.0 RECOMMENDATIONS AND FISCAL CONSTRAINT										
8.1	Assess existing and future street network	4.0		8.0	4.0					
8.2	Update/develop major street network recommendations	12.0		16.0	40.0			4.0		



TASK	DESCRIPTION	Project Manager	Senior Planner	Traffic Engineer	Trans. Planner	Enviro Planner	Engineering Tech	Graphics/ GIS	Accounting	TOTAL
		\$ 68.57	\$ 58.80	\$ 39.98	\$ 42.60	\$ 38.68	\$ 32.83	\$ 36.86	\$ 51.22	
8.3	Update/develop non-motorized network recommendations	8.0		24.0	12.0			4.0		48.0
8.4	Update/develop planning-level cost estimates	2.0		2.0	12.0		4.0			20.0
8.5	Update funding sources and strategies	1.0	4.0		12.0					17.0
8.6	Assess fiscal constraints	2.0	4.0		8.0					14.0
8.7	Prepare draft Recommendations and Funding Memo	6.0	8.0		60.0					74.0
8.8	Prepare final Recommendations and Funding Memo	2.0	2.0		8.0					12.0
Sub Total Hours		37.0	18.0	50.0	156.0	0.0	4.0	8.0	0.0	273.0
9.0 CONFORMITY AND COMPLIANCE REVIEW										
9.1	Review air quality conformity status		4.0		4.0	8.0				16.0
9.2	Assess progress towards performance targets	1.0	2.0		6.0	4.0				13.0
9.3	Prepare federal requirements checklist	1.0	2.0		4.0	2.0				9.0
9.4	Prepare draft Performance Measures Memo	2.0	4.0		4.0	8.0				18.0
9.5	Prepare final Performance Measures Memo	1.0	1.0		2.0					4.0
Sub Total Hours		5.0	13.0	0.0	20.0	22.0	0.0	0.0	0.0	60.0
10.0 REPORT PREPARATION										
10.1	Prepare draft Transportation Plan	8.0	16.0	4.0	40.0			8.0		76.0
10.2	Collect and respond to public comments	4.0	8.0		4.0					16.0
10.3	Prepare final Transportation Plan	4.0	8.0		24.0			4.0		40.0
Sub Total Hours		16.0	32.0	4.0	68.0	0.0	0.0	12.0	0.0	132.0
TOTAL PERSON-HOURS		271.0	106.0	334.0	696.5	34.0	136.0	56.0	11.0	1644.5
LABOR SUBTOTAL COST		\$ 18,581.12	\$ 6,232.80	\$ 13,354.66	\$ 29,669.86	\$ 1,315.19	\$ 4,465.36	\$ 2,063.88	\$ 563.41	\$ 76,246.26
DIRECT EXPENSES										
Computer	Per Hour	\$ 2.50				Hours	1339.5			\$ 3,348.75
Printing	Per Page	\$ 0.50				Copies	2000			\$ 1,000.00
Mileage	Per Mile	\$ 0.625				Miles	7000.0			\$ 4,375.00
Per Diem - Day	Per Day	\$ 59.00				Days	27			\$ 1,593.00
Per Diem - Lodging	Per Night	\$ 98.00				Nights	12			\$ 1,176.00
Miovision TMC Data Processing (<24-hour)	Per Hour	\$ 25.00				Hours	160			\$ 4,000.00
StreetLight Data (50 Zones)	Lump Sum	\$ 14,500.00				Quantity	1			\$ 14,500.00
Website and Online Engagement Tools	Lump Sum	\$ 580.00				Quantity	1			\$ 580.00
DIRECT EXPENSE SUBTOTAL										\$ 30,572.75
SUMMARY OF ENGINEERING SERVICES										
Direct Labor										\$ 76,246.26
General Overhead									1.65	\$ 125,806.33
Profit									0.12	\$ 24,246.31
Direct Expense										\$ 30,572.75
TOTAL:										\$ 256,872



Task	Description	Total Manhours	Labor Subtotal	Overhead Subtotal	Total Labor and Overhead	Direct Nonlabor	Total Profit	Total Estimated Cost
1.0	PROJECT MANAGEMENT AND ADMINISTRATION	97.5	\$ 5,546.50	\$ 9,151.73	\$ 14,698.24	\$ 1,674	\$ 1,763.79	\$ 18,136
2.0	PUBLIC AND STAKEHOLDER INVOLVEMENT	270	\$ 13,569.91	\$ 22,390.34	\$ 35,960.25	\$ 4,380.00	\$ 4,315.23	\$ 44,655
3.0	SOCIOECONOMICS AND LAND USE	93	\$ 4,348.76	\$ 7,175.46	\$ 11,524.22	\$ 547.50	\$ 1,382.91	\$ 13,455
4.0	TRAVEL DEMAND MODELING	122	\$ 5,512.42	\$ 9,095.49	\$ 14,607.90	\$ 285.00	\$ 1,752.95	\$ 16,646
5.0	TRAFFIC DATA COLLECTION	461	\$ 18,953.40	\$ 31,273.11	\$ 50,226.52	\$ 21,768.50	\$ 6,027.18	\$ 78,022
6.0	EXISTING AND PROJECTED CONDITIONS	112	\$ 5,287.19	\$ 8,723.87	\$ 14,011.06	\$ 695.50	\$ 1,681.33	\$ 16,388
7.0	GOALS AND OBJECTIVES	24	\$ 1,074.30	\$ 1,772.59	\$ 2,846.89	\$ 60.00	\$ 341.63	\$ 3,249
8.0	RECOMMENDATIONS AND FISCAL CONSTRAINT	273	\$ 12,666.05	\$ 20,898.97	\$ 33,565.02	\$ 682.50	\$ 4,027.80	\$ 38,275
9.0	CONFORMITY AND COMPLIANCE REVIEW	60	\$ 2,810.20	\$ 4,636.83	\$ 7,447.03	\$ 150.00	\$ 893.64	\$ 8,491
10.0	REPORT PREPARATION	132	\$ 6,477.53	\$ 10,687.93	\$ 17,165.47	\$ 330.00	\$ 2,059.86	\$ 19,555
TOTAL		1644.5	\$ 76,246.26	\$ 125,806.33	\$ 202,052.59	\$ 30,572.75	\$ 24,246.31	\$ 256,872

ATTACHMENT B

**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, income-level & 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, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status, vaccination status or possession of immunity passport

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. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the 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 the 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, the 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 the PARTY does not discriminate on the grounds of any protected class.

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

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



Commission Meeting Date: January 17, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Rescheduling the Tuesday, July 4, 2023 Commission Work Session and Meeting to Wednesday, July 5, 2023

From: Lisa Kunz, City Clerk

Initiated By: City of Great Falls Commission Rules of Conduct and Procedure of Commission Meetings

Presented By: City Commission

Action Requested: Reschedule Commission Work Session and Meeting Date

Suggested Motion

1. Commissioner moves:

“I move that the City Commission (reschedule/not reschedule) the Tuesday, July 4, 2023, Commission Work Session and Meeting to Wednesday, July 5, 2023.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission reschedule the regularly scheduled Commission Work Session and Meeting date of Tuesday, July 4, 2023, to Wednesday, July 5, 2023.

Background: Since the early 1980’s, the first and third Tuesdays of each month have been established for official Commission meetings. More recently, on November 19, 2019, the City Commission adopted Resolution 10322 – City of Great Falls Commission Rules of Conduct and Procedure of Commission Meetings. Rule 1.1, Regular Meetings, sets forth:

. . . When the day affixed for any regular meeting of the Commission falls upon a day designated by law as a legal or national holiday, such meeting *may* be scheduled at the same hour on the next succeeding day which is not a holiday, rescheduled to the following week day and time if there are five weeks in the month, or the meeting may be canceled by the Commission. . .

Independence Day is an observed City holiday. This simple adjustment of the Commission work session and meeting date would address the conflict as outlined.

Alternatives: The Commission could choose not to reschedule the meetings.



Commission Meeting Date: January 17, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10480 – A Resolution for the request of a Conditional Use Permit for a “Two-family residence” land use upon the property legally described as Lot 8, Block 9, Huy Addition, Section 7, T20N, R4E, P.M.M., Cascade County, Montana

From: Sara Doermann, Planner I, Planning and Community Development

Initiated By: Brian Miller, Owner

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: City Commission adopt Resolution 10480 and the accompanying Basis of Decision subject to the Conditions of Approval being fulfilled by the applicant.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10480 for a Conditional Use Permit to allow a “Two-family Residence” land use in the R-3 Single-family High Density zoning district upon the property legally described as Lot 8, Block 9, Huy Addition and the accompanying Basis of Decision subject to the applicant fulfilling the listed Conditions of Approval.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation:

The Zoning Commission recommended that the City Commission approve the applicant’s request for a Conditional Use Permit for a “Two-family residence” at the conclusion of a public hearing held on November 22, 2022. In addition, staff recommends approval with the following conditions:

Conditions of Approval:

1. **Subsequent Modifications and Additions:** If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the

Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

2. **Expiration:** The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing. The Administrator may issue a Temporary Certificate of Occupancy that is valid for no more than one year if the only condition(s) remaining to be fulfilled involve landscaping that cannot be successfully established until the weather permits.
3. **Abandonment:** If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.
4. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
5. **Improvements to Public Right-of-Way:** The owner must repair sidewalk adjacent to 20th St S to City standards.
6. **Remove Porch Encroachment:** The owner must remove the porch encroachment on 1925 6th Ave S.
7. **Acceptance of Conditions:** No zoning or building permit shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

Background:

The applicant, Brian Miller, has submitted an application to request a Conditional Use Permit to allow for the establishment of a two-family residence land use upon the property legally described as Lot 8, Block 9, Huy Addition. The subject property is zoned R-3 Single-family high density, wherein a two-family residence land use is permitted upon receiving approval of a Conditional Use Permit and fulfillment of any required conditions.

The Subject Property is a +/- 7,488 square foot vacant lot located at the corner of 6th Ave South and 20th St South. The current owner acquired the property and is requesting to construct a duplex. While the property in question is located within a R-3 Single-family high density zoning district, there are four properties with the land use of two-family residence that are located in close proximity. To the north are two duplexes adjacent to 5th Ave S within an R-3 zone. To the west are two duplexes adjacent to 6th Ave S also located within the R-3 district. Because of the mix of density found in the area, adding a new duplex through the request of a Conditional Use Permit would be congruent with the land uses in the area.

The basis for a decision for a Conditional Use Permit is listed in OCCGF §17.16.36.040. The Zoning Commission's recommendation and the City Commission's decision to approve, conditionally approve, or deny an application shall be based on whether the application, staff report, public hearing, and additional information demonstrates that the criteria which are attached as Basis of Decision have been met.

Impacts:

Increasing the residential density of the lot from one to two units will not adversely impact the area. At staff's request, the applicant has provided a map showing other duplexes, small lots, and non-residential uses in the area. The proposed duplex should fit compatibly into this mixed use area of the community. A more detailed analysis of impact is included in the attached Basis of Decision.

Improvements:

No unique improvements are recommended. All improvements associated with development and construction of the proposed duplex would comply with the existing R-3 zoning district standards and all other relevant requirements found in the Official Code of the City of Great Falls (OCCGF).

Proximity to Other Uses:

The subject property is a corner lot, bounded on the west by a single-family home (also owned by the applicant) and on the north by a duplex. Across the street to the east are single family homes on a split lot. Across the avenue to the south are single-family homes on a split lot. Further to the west are mixtures of single and two-family residential units. The applicant's submitted map shows duplexes to the west and north, as well as the Great Falls High School campus a block to the north.

Fiscal Impact:

Approval of the CUP would have no adverse financial impact upon the City of Great Falls. Construction of a duplex on the vacant parcel will increase the value of the property. This, in turn, would result in increased revenue to the City and other entities whose revenue is based upon property valuation.

Alternatives:

The City Commission could deny the Conditional Use Permit, providing an alternate Basis of Decision to support the action.

Concurrences:

Representatives of the City's Public Works Department have reviewed the proposal and have no objections to issuance of the Conditional Use Permit.

Neighborhood Council Input:

Neighborhood Council #9 heard a presentation from the applicant on October 13, 2022. The Council voted unanimously to support the proposed CUP.

Attachments/Exhibits:

Resolution 10480
 Basis of Decision
 Site Plan
 Aerial Map
 Zoning Map
 Application Narrative
 Applicant's Submitted Map

RESOLUTION 10480

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A “RESIDENCE, TWO-FAMILY” LAND USE UPON A PARCEL OF LAND LEGALLY DESCRIBED AS LOT 8 BLOCK 9 OF HUY ADDITION, SEC. 7, T20N, R4E, PMM, CASCADE COUNTY, MT.

* * * * *

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of a “Residence, two-family” land use upon the property legally described as as Lot 8, Block 9, Huy Addition, Section 7, T20N, R4E, P.M.M., Cascade County, Montana (subject property); and,

WHEREAS, the subject property is presently zoned R-3 Single-family high density, wherein a "Residence, two-family" land use is permitted upon receiving approval of a Conditional Use Permit; and,

WHEREAS, the proposed Conditional Use Permit for the establishment of a “Residence, two-family” land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on November 22, 2022, to consider said Conditional Use Permit application and, at the conclusion of said hearing, passed a motion recommending a Conditional Use Permit for a “Residence, two-family” land use be granted by the City Commission for the subject property, subject to the following conditions:

1. **Subsequent Modifications and Additions:** If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.
2. **Expiration:** The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing. The Administrator may issue a Temporary Certificate of Occupancy that is valid for no more than one year if the only condition(s) remaining to be fulfilled involve landscaping that cannot be successfully established until the weather permits.
3. **Abandonment:** If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.
4. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
5. **Improvements to Public Right-of-Way:** The owner must repair sidewalk adjacent to 20th St S to City standards.
6. **Remove Porch Encroachment:** The owner must remove the porch encroachment on 1925 6th Ave S.
7. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

WHEREAS, the City Commission having allowed for proper public notice, conducted a public hearing to consider said application, and considered the comments and recommendations made by the Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

That a Conditional Use Permit be granted for a “Residence, two-family” land use at the property legally described as Lot 8, Block 9, Huy Addition, Section 7, T20N, R4E, P.M.M., Cascade County, Montana conditioned upon the owner complying with the conditions listed herein; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that, pursuant to the Official Code of the City of Great Falls (OOCGF) 17.16.36.090, the permit shall be considered a covenant that runs with the land and shall be binding on all subsequent property owners. Additionally, pursuant to OOCGF 17.16.36.100, the Conditional Use Permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion. If the Conditional Use is established, but ceases to operate for more than six (6) months, the Conditional Use Permit shall expire.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on January 17, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting the approval of a Conditional Use Permit (CUP) for a Two-Family Residence located at 1925 6th Avenue South in the R-3 district.

1. **The zoning and conditional use is consistent with the City's Growth Policy and applicable neighborhood plans, if any.**

The proposed two-family residence provides housing diversity and increased density on a vacant corner lot that would best utilize existing street and utility infrastructure. The proposed project it is consistent with the following policies in the City's Growth Policy:

Soc1.4.0 Encourage a diverse, safe and affordable supply of housing in Great Falls.

Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location and place of work.

Phy4.1.0 Encourage a balanced mix of land uses through-out the City.

Phy4.1.1 Promote and incentivize infill development that is compatible with the scale and character of established neighborhoods.

Phy4.1.4 Foster the development of safe, walkable, neighborhoods with a mix of uses and diversity of housing types.

Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

Phy4.3.0 Optimize the efficiency and use of the City's Public facilities and utilities.

2. **The establishment, maintenance or operation of the zoning and conditional use will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare.**

The proposed use, a two-family residence, will only slightly increase the surrounding neighborhood density. As such, the CUP will have no detrimental impact to, or endanger the health, safety, morals, comfort or general welfare of the community. In addition, the subject project has been reviewed by representatives from the City's Public Works, Police, and Fire/Rescue Departments with no objections to the issuance of the CUP.

3. **The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The residential uses in the neighborhood are generally mixed in density. While a majority of uses are single-family, there are a number of properties with two-family uses. The property immediately to the north of the subject property is a two-family residence, properties to the east and south are single-family homes on small split-lots, and properties further to the west are a mixture of single and two-family dwellings.

The height, scale and design of the structure will be compatible with the existing nearby single-family structures. Parking is proposed to be addressed with an attached and detached garage. With this design, this conditional use would not adversely impact the use, enjoyment or property value of any property in the immediate vicinity.

4. The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The proposed project will not impede the normal and orderly development and improvement of surrounding properties. Adjacent properties are already developed. Owners of properties within 150' have been notified about the proposal, and City staff has received no questions or comments regarding proposal specifics as of the date of this agenda report.

5. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

Adequate services and infrastructure already exist. Full sidewalks, water, sewer and paved roads are in place adjacent to the Subject Property. There is a Condition of Approval requiring the applicant to improve and repair sidewalk sections adjacent to 20th St S to City standards.

6. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The project would generate little traffic, and will have no discernible impact upon the area road network. At staff's direction, the applicant is taking advantage of using the alley for access and has limited street access to a single driveway that will meet City requirements.

7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.

The vacant lot is of sufficient size to locate and develop the proposed duplex structure in compliance with all applicable regulations of the City's Land Development Code and, more specifically, the R-3 Zoning District. Conditions of Approval include improving and repairing the public sidewalk, and removing a porch encroachment on the adjacent property to the west.

1929 6th Ave S.

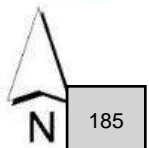
Proposed Duplex with two 225 sq ft single-car garages, a 725 sq ft detached Garage and off-street parking by 1925 6th Ave S., LLC
Brian Miller, Manager



Google Earth



Aerial Map



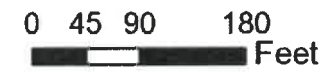
Zoning Map



Zoning

- R-3 Single-family High Density
- R-5 Multi-family Medium Density

- PLI Public Lands and Institutional
- POS Parks and Open Space



1929 6th Ave S

Conditional Use Permit – Narrative Statement

1925 6th Ave S, LLC proposes to construct 1 duplex and a detached garage at the (proposed address) of 1929 6th Ave S. Currently the property (already owned by 1925 6th Ave S, LLC) is zoned R-3, and requires a Conditional Use Permit in order to meet this objective.

The proposed duplex will be approximately 4200 s.f. and the detached garage will be approximately 750 s.f. Site plan revisions will include off-street parking for four vehicles. Proposed design would be harmonious with the character of the existing neighborhood.

Currently the property sits vacant and is adjacent to a duplex and detached garage owned and under renovation by 1925 6th Ave S. The proposed property is a corner lot with an alley in the back, so neighborhood disruption would be minimal during construction, with no known impacts to adjacent properties or the neighborhood's health, safety or welfare.

Analysis of the Great Falls rental market currently shows no 2–4-bedroom duplexes available in the city. Zillow.com currently shows only 5 houses with two or more bedrooms available. With the cost of housing skyrocketing, the approval of additional capacity using the limited number of vacant lots within the city promotes the best and highest use of the property, rejuvenates existing neighborhoods and encourages the flow of resources back into the city. We would also like to note that as a company founded by a native Montanans and disabled Veteran, this project is a long-term investment in the City of Great Falls; we fully intend to support the future residents of this project with quality management with an eye for continued investment in this great community.





Commission Meeting Date: January 17, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10486 – A request from Talcott Properties for West Bank Tax Increment Financing funds for infrastructure buildout to serve West Bank Landing North Phase, Lots 4B, 5, and 6B

From: Tom Micuda, Deputy Director, Planning and Community Development

Initiated By: Talcott Properties

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: City Commission adopt Resolution 10486 to allow Talcott Properties to receive reimbursement in the amount of \$972,373 of West Bank Urban Renewal District Tax Increment Financing funds for infrastructure buildout of West Bank Landing – North Phase.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10486 to allow Talcott Properties to receive reimbursement in the amount of \$972,373 of West Bank Urban Renewal District TIF funds for infrastructure buildout of West Bank Landing-North Phase, and (approve/not approve) the Development Agreement for West Bank Landing, Phase II, Lots 4-6.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends approval of the proposed TIF funding request based on the findings in the agenda report. The Planning Advisory Board/Zoning Commission also recommended approval of the TIF expenditure at their meeting on November 22, 2022.

Background: Talcott Properties has been involved with the development of the West Bank TIF District for many years, working on both West Bank One, as well as West Bank Landing. This next phase of development (West Bank Landing - North Phase) includes three lots, two of which have users already identified: a hotel and a fast casual restaurant. In order to support commercial development in the three remaining lots, installation of infrastructure is necessary. This Tax Increment Financing request is to

reimburse the developer for the design and construction of public water and sewer mains, private storm mains, additional private utilities, environmental remediation, as well as a new private drive approach to the development from 3rd Street NW. The applicant's request is for \$972,373, and if approved, will result in the developer being reimbursed in two phases. The first phase will include the completed design and approach work, while the second phase will be at the time of completion of the entirety of the infrastructure work. This will be dependent on the availability of funds in the TIF District.

Montana TIF Regulations: Creation and administration of Tax Increment Financing (TIF) Districts is governed by the Montana State Urban Renewal statutes (Title 7, Chapter 15, Parts 42 and 43, MCA). Staff and the City's outside Legal Counsel have verified that the selected expenses comply with eligible cost categories outlined in MCA 7-15-4288.

West Bank Urban Renewal Plan and Requested TIF Funding Allocation Decisions: In order for the municipality to approve TIF funding requests, such requests must also be determined to be in compliance with the local jurisdiction's Urban Renewal Plan. To aid in the City Commission's decision, the City's Tax Increment Application Process establishes twelve specific criteria to assess the merits of a project in relation to a TIF Plan. Staff has reviewed the applicant's request based on the review criteria noted below, the West Bank Urban Renewal District Plan, and guidance from the City's outside TIF legal counsel.

City of Great Falls TIF Review Criteria:

1. **Public Infrastructure Improvements** - Public infrastructure improvements have the benefit of improving and impacting an entire district. Each district may have its own Capital Improvement Plan, which may include things such as roadway improvements, storm drains, sewer and waterlines, railroads, etc.

Staff Analysis: The proposed project will include the design and construction of water and sanitary sewer mains that will ultimately be owned and maintained by the City. There will also be an improved drive approach to 3rd St NW and storm water infrastructure that will serve the development. These are all considered infrastructure improvements that are eligible for TIF funding support.

2. **Economic Stimulus** - The amount of economic activity to be generated within a district through the development is assessed, as well as the leverage ratio of public to private investment. In general, the maximum limit of any one development is 10% of the construction/rehabilitation costs, exclusive of acquisition costs. Projects demonstrating extraordinary benefit to Districts or the community may, at the discretion of City Commission, receive additional TIF assistance for eligible items. All applications should contain credible, measurable information substantiating the project's economic stimulus in the District and the community.

Staff Analysis: The infrastructure project is being proposed for the purpose of supporting several new development projects, including a new hotel and fast casual restaurant at West Bank Landing. Both of these commercial users and the future businesses on surrounding lots will substantially add to the economic stimulus of the District and community at large.

3. **Tax Generation** – The increase in taxable value due to the new district development, including construction/rehabilitation, as estimated by the County Assessor's office to determine tax increment generation.

Staff Analysis: This project will make multiple developments feasible, and will add to the taxable value of the TIF District.

4. **Employment Generation** – Total employment generated by the district development is assessed in terms of permanent and part-time jobs, and construction jobs.

Staff Analysis: There will be permanent and part-time jobs generated by this project, with additional jobs created throughout the construction phases.

5. **Elimination of Blight** – The development’s direct and indirect impact on the physical and fiscal deterioration within the appropriate district and the community, as identified in the appropriate district plan.

Staff Analysis: The Urban Renewal Plan identified objectives such as the lack of public infrastructure and defective or inadequate street layouts as part of mitigating blighted conditions in the District. This proposed project would help add public infrastructure where needed, and create an additional access point to the development from 3rd Street NW. The Plan also states the need to eliminate unhealthy and unsafe conditions due to environmental pollution. This phase is proposing additional environmental remediation, and the previous phases of the West Bank development have involved substantial environmental cleanup activity.

6. **Special or Unique Opportunities** – The extent to which the district’s development represents a unique opportunity, meets a special need, or addresses specific district or community goals. The restoration of a historic property or the provisions of an unmet community need is an example of special or unique opportunities.

Staff Analysis: The proposal is not addressing a special or unique opportunity. However, the proposed project will address the lack of utilities in the northern part of the TIF district. Currently, Lots 4B, 5, and 6B are not served by infrastructure, and this request would help fund an opportunity to make these lots more feasible to develop.

7. **Impact Assessment** – The extent of both positive and negative environmental impacts, appropriateness of the developer’s project design, and impact on existing businesses or residents.

Staff Analysis: The proposed project includes the continued environmental remediation of the West Bank site. There have been previous remediation efforts in coordination with earlier development in the district, and those efforts will continue in association with this TIF request. Overall, this will be a positive environmental impact as well as a positive impact to nearby existing businesses.

8. **Financial Assistance** – Other forms of financing available to the Applicant, Lender participation, industrial development revenue bonds, and state and federal grant monies, for example are examined to assess the need for TIF assistance.

Staff Analysis: The applicant is not seeking any other financial assistance from the City. The request will involve reimbursement from existing TIF funds, rather than require the issuance of bonds.

- 9. Development's Feasibility** – A determination of feasibility is made on the strength of the Applicant's demonstration of market demand for the development in the district and is contained primarily on the pro forma and financing commitments.

Staff Analysis: The Developer believes that there is a market demand for the continued commercial buildout of West Bank Landing, including the hotel and the fast casual restaurant. City staff and the developer have already conducted pre-permit submittal meetings for both the hotel and restaurant projects. Staff expects building permits for both projects to be submitted early in 2023.

- 10. Developer Ability to Perform** – An assessment of the Applicant's capability to undertake the relative complexities of the development based on past performance on similar projects.

Staff Analysis: Talcott Properties has developed in Great Falls for many years and have completed projects of similar complexity and investment. There is no reason to believe that the developer is incapable of undertaking the proposed project. Additionally, the applicant has previously been awarded West Bank TIF funds for previous work in West Bank One and West Bank Landing.

- 11. Timely Compensation** – The feasibility of completing the development according to the Applicant's development schedule.

Staff Analysis: The applicant has stated that construction of the infrastructure and the hotel project will begin at the time of approval of this application. The construction of the infrastructure will occur throughout 2023.

- 12. Payment of Taxes** – All property taxes, special improvement district assessments and other assessments on the project property must be paid to date.

Staff Analysis: All taxes and assessments on the subject properties are paid to date.

Determination of Appropriateness: The request from Talcott Properties was discussed with legal counsel and found to be eligible according to Montana Code Annotated (MCA) guidance as well as conformance with the West Bank Urban Renewal Plan. If the request is approved by the City Commission, the applicant must comply with the terms in the attached Development Agreement in order to receive the requested reimbursement.

Fiscal Impact: The current balance of the West Bank TIF District is \$436,740. This is not inclusive of any obligations. The applicant will be reimbursed with TIF funds based on the completion and City inspection of the infrastructure as well as the availability of funds.

Alternatives: The City Commission could choose to deny the request. For such action, the Commission should present alternate findings for the required criteria.

Concurrences: This request was reviewed by City Public Works and Finance staff, as well as the City's outside legal counsel.

Attachments/Exhibits:

Resolution 10486

Development Agreement

TIF Application

West Bank Urban Renewal Plan

West Bank North Phase Aerial Map

RESOLUTION 10486

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING TALCOTT PROPERTIES' APPLICATION FOR USE OF WEST BANK URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS

* * * * *

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended, an urban renewal district may be established so that a municipality may undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to taxes collected in such district, and apply all or a portion of the tax increment derived from such district to the payment of costs of such urban renewal projects; and

WHEREAS, the City Commission, in 2007, established the West Bank Urban Renewal Tax Increment Financing District to address blighted conditions and foster economic development; and,

WHEREAS, in April 2013, the City Commission approved the revised Tax Increment Application and Forms that outline eligible activities under state statute, the application process to be followed, and criteria to be used when evaluating applications; and,

WHEREAS, in 2016, West Bank Landing was master planned to be a mixed use development and promote economic development in the West Bank Urban Renewal District; and,

WHEREAS, Talcott Properties has proposed the design and construction of public improvement build out of the North Phase of West Bank Landing, including Lots 4B, 5, and 6B, with eligible tax increment financing expenses and has applied for such funds; and

WHEREAS, City Staff has assessed the project in relation to the goals and objectives of the West Bank Urban Renewal District Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds up to the amount of \$972,373, is warranted for the purpose of paying for the design and construction of public improvements for the benefit of the North Phase of West Bank Landing, including Lots 4B, 5, 6B.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana, that Talcott Properties’ Application for use of West Bank Urban Renewal Tax Increment Financing District Funds is approved in the amount of up to \$972,373 for the purpose of public improvement build out of the North Phase of West Bank Landing, including Lots 4B, 5, and 6B.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, January 17, 2023.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

1/4/2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is dated as of _____, 2023 (this “**Agreement**”), among the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and TALCOTT PROPERTIES, LLC, a Montana limited liability company (the “**Developer**”).

WITNESSETH:

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “**Act**”), an urban renewal district may be established so that a municipality may undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to taxes collected in such district, issue its bonds to pay the costs of such projects, and pledge to the repayment of the bonds all or a portion of the tax increment derived from the urban renewal district; and

WHEREAS, the City Commission of the City (the “**Commission**”), pursuant to the Act and Amended Ordinance No. 2967, duly adopted on March 20, 2007, as amended by Ordinance No. 3145, duly adopted on August 2, 2016 (as such may be further amended and supplemented, the “**Ordinance**”) created an urban renewal area known as the West Bank Urban Renewal Area (the “**District**”) and adopted the West Bank Urban Renewal Plan (the “**Plan**”) containing a tax increment financing provision; and

WHEREAS, the Developer is developing a 12.5 acre, multi-phase, mixed-use commercial development at the West Bank Landing, including construction of hotels, restaurants, office and retail space, and other commercial uses (the “**Project**”);

WHEREAS, the Developer submitted an Application for City of Great Falls Tax Increment Financing (TIF) Funds dated September 9, 2022 (the “**Application**”) for tax increment financing assistance with respect to certain qualified improvements associated with the Project, consisting of design, engineering, construction and installation and extension of water, sanitary sewer, storm sewer and other utilities, environmental remediation, and design, engineering and construction of street approach improvements, as further described on Exhibit B hereto (the “**Infrastructure Improvements**”); and

WHEREAS, the City has determined that it is appropriate to pay for or reimburse the Developer for the costs of the Infrastructure Improvements with Tax Increment (as defined herein), subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the City has determined that the Infrastructure Improvements are authorized by the Plan, and pursuant to Resolution No. 10486, duly adopted on January 17, 2023, the City is authorized to enter into this Agreement which sets forth the obligations and commitments of the City and the Developer with respect to the Infrastructure Improvements.

NOW THEREFORE, the City and the Developer, each in consideration of the representations, covenants and agreements of the other, as set forth herein, mutually represent, covenant and agree as follows:

Section 1. Definitions; Rules of Interpretation; Exhibits.

1.1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise, the following terms have the meanings assigned to them, respectively:

“**Act**” has the meaning given such term in the recitals.

“**Agreement**” means this Development Agreement, including any amendment hereof or supplement hereto entered into in accordance with the provisions hereof.

“**City**” means the City of Great Falls, Montana, or any successors to its functions under this Agreement.

“**Commission**” has the meaning given such term in the recitals.

“**Developer**” has the meaning given such term in the preamble.

“**District**” has the meaning given such term in the recitals.

“**Environmental Laws and Regulations**” means and includes the Federal Comprehensive Environmental Compensation Response and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. §§ 7401 et seq., all as the same may be from time to time amended, and any other federal, State, county, municipal, local or other statute, code, law, ordinance, regulation, requirement or rule which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, code, law or ordinance.

“**Indemnified Parties**” has the meaning given such term in Section 6 hereof.

“**Infrastructure Improvements**” means those improvements in the District described on Exhibit B hereto.

“**Land**” means the real property and interests in real property described in Exhibit A hereto.

“**Land Use Regulations**” means all federal, State and local laws, rules, regulations, ordinances and plans relating to or governing the development or use of the Land or the Project.

“**Ordinance**” has the meaning given such term in the recitals.

“**Plan**” has the meaning given such term in the recitals.

“**Prevailing Wage Rates**” has the meaning given such term in Section 3.3 hereof.

“**Project**” has the meaning given such term in the recitals.

“**State**” means the State of Montana.

“**Tax Increment**” shall mean tax increment (as defined in the Act) from the District.

“**Unavoidable Delay**” means a delay resulting from a cause over which the party required to perform does not have control and which cannot or could not have been avoided by the exercise of reasonable care, including but not limited to acts of God, accidents, war, civil unrest, embargoes, strikes, epidemics, pandemics, unavailability of raw materials or manufactured goods, litigation and the delays of the other party or its contractors, agents or employees in the performance of their duties under or incident to this Agreement.

1.2. Rules of Interpretation.

(a) The words “herein,” “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

(b) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed unless otherwise indicated.

(c) “Or” is not exclusive but is intended to contemplate or encompass one, more or all of the alternatives conjoined.

1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A—Legal Description of the Land

Exhibit B—Infrastructure Improvements

Exhibit C—Project Costs

Exhibit D—Form of Developer Requisition

Section 2. Representations.

2.1. Developer Representations. The Developer hereby represents as follows:

(a) The Developer is a Montana limited liability company, duly formed, validly existing and in good standing under the laws of the State and is duly qualified to do business in the State. The Developer has the power to enter into this Agreement and by all necessary corporate action has duly authorized the execution and delivery of this Agreement.

(b) The representations and warranties of the Developer in the Application are true and correct as of the date hereof, including with respect to the total investment to be made by the Developer with respect to the Project and the Infrastructure Improvements.

(c) The Developer has good marketable title to the Lots 5 and 6A identified on Exhibit A hereto, in each case free and clear of all liens, encumbrances and defects except such as do not materially affect the value of the Land or materially interfere with the use made and proposed to be made of the Land by the Developer.

(d) The Developer estimates the total costs of the Project (including Land acquisition) is \$26,572,000 as described in Exhibit C hereto and the Developer has the financial capability and/or financing commitments to complete the Project.

(e) The Developer is not aware of any facts the existence of which would cause the Developer to be in violation of any Environmental Laws and Regulations applicable to the Project or the Infrastructure Improvements. The Developer has not received from any local, State or federal official any notice or communication indicating that the activities of the Developer may be or will be in violation of any Environmental Laws and Regulations applicable to the Project or the Infrastructure Improvements.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prohibited or limited by, conflicts with or results in a breach of the terms, conditions or provisions of the certificate of formation or operating agreement of the Developer or any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(g) There is no action, suit, investigation or proceeding now pending or, to the knowledge of the Developer, threatened against or affecting the Developer or its business, operations, properties or condition (financial or otherwise) before or by any governmental department, commission, board, authority or agency, or any court, arbitrator, mediator or grand jury, that could, individually or in the aggregate, materially and adversely affect the ability of the Developer to complete the Project.

Section 3. Developer's Undertakings.

3.1. Construction and Maintenance of Project. The Developer hereby agrees and commits to the City that it will diligently prosecute to completion the construction of the Project in accordance with this Agreement, the site plan submitted to the City and all applicable federal, State and local laws, rules, regulations and ordinances relating to or governing the development or use of the Project, including applicable Land Use Regulations and Environmental Laws and Regulations. The Developer agrees and commits to the City that construction of the Project shall be completed by December 31, 2024, subject to Unavoidable Delays. The total costs of the Project are shown on Exhibit C hereto. The Developer has the financial capacity to complete the Project, and the Developer agrees to pay all such costs thereof. If there is an increase in the costs of the Project from that shown on Exhibit C hereto and that cannot be covered by the

contingency amount, the Developer shall notify the City of the increase and submit additional evidence in a form acceptable to the City that the Developer has the financial capacity and/or financial commitments to cover such additional costs and complete the Project. At all times during the term of this Agreement, the Developer will operate and maintain, preserve and keep the Project or cause the Project to be operated, maintained, preserved and kept for the purposes for which it was constructed, and with the appurtenances and every part and parcel thereof, in good repair and condition. The Developer agrees to permit the City and any of its officers, employees or agents access to the Land for the purpose of inspection of all work being performed in connection with the Project; *provided, however*, that the City shall have no obligation to inspect such work.

3.2. Preparation, Review and Approval of Construction Plans. In connection with the Project, the Developer, at its sole expense, shall prepare and submit construction plans, drawings, and related documents for each portion of the Project to the appropriate City officials for architectural, engineering or land use review and written approval or permits. The Developer acknowledges that no review or approval by City officials may be in any way construed by the Developer to replace, override or be in lieu of any required review, inspection, or approval by the City Building Office, or any other building construction official review or approvals required by any State laws or local ordinances or regulations.

3.3. Competitive Bidding; Prevailing Wage Rates; and Preference for Montana Residents. The Developer understands that the City is obligated to follow certain laws with respect to the expenditure of public funds, which includes Tax Increment. The Developer agrees that in the awarding of contracts or subcontracts for the Infrastructure Improvements that (i) it will and it will cause its contractors to competitively bid the contracts and subcontracts for each component of the Infrastructure Improvements; (ii) it will and it will cause its contractors and subcontractors to pay Prevailing Wage Rates on such contracts or subcontracts related to the Infrastructure Improvements; (iii) it will and it will cause its contractors and subcontractors will give preference to the employment of bona fide residents of the State, as required by Montana Code Annotated Section 18-2-403 and as such term is defined by Montana Code Annotated Section 18-2-401(1) and the Administrative Rules of the State, including but not limited to A.R.M. 24.17.147, obliging the Developer and its contractors and subcontractors to hire 50% bona fide Montana residents with respect to the installation and construction of the Infrastructure Improvements; and (iv) when making assignments of work, it will and it will cause its contractors and subcontractors to use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned. The Developer will provide to the City all documentation requested to verify the compliance of the Developer and its contractors and subcontractors with the foregoing requirements. Failure of the Developer and its contractors and subcontractors to pay Prevailing Wage Rates with respect to the Infrastructure Improvements shall be considered a breach of this Agreement and the City shall be entitled to exercise any and all measures to assure compliance and retroactive compensation plus interest to employees not paid in accordance with this Agreement, and recovery of any penalty or fine assessed by the State attributed to any failure to pay Prevailing Wage Rates. Additionally, the Developer acknowledges that a violation of these requirements shall result in the City not being able to pay or reimburse the Developer for costs of the Infrastructure Improvements. **“Prevailing Wage Rates”** means (i) Montana Prevailing Wage Rate for public works projects published from time to time by and available from the Montana Department of Labor and Industry, Research and

Analysis Bureau, P.O. Box 1728, Helena, Montana 59624, telephone number (800) 541-3904; and (ii) applicable Federal Prevailing Wage Rates for public works projects published from time to time by and available at <https://www.dol.gov/whd/govcontracts/PrevailingWageResources.htm> or any successor website.

3.4. Easements. To the extent that the Infrastructure Improvements are to be located on the Land, the Developer hereby agrees to grant to the City and applicable utility companies from time to time such easements, rights-of-way and similar licenses as are reasonably necessary to permit the City or applicable utility company to own, operate and maintain the Infrastructure Improvements. The City and the Developer shall agree to the reasonable location, scope, duration, type, form and use of such easements, rights-of-way or similar licenses pursuant to separate instruments to be negotiated between the parties hereto in accordance with the intent of this Section 3.4.

3.5. Utilities. The Developer shall not interfere with or permit interference with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities shall be subject to approval of the City and any private utility company involved. The Developer at its own expense shall replace any public facilities or utilities damaged during the Project by the Developer or its agents or by others acting on behalf of or under their direction or control of the Developer or its agents.

3.6. Permits: Environmental Laws and Regulations. The Developer will obtain in a timely manner all required permits, licenses and approvals, and will meet all requirements of all federal, State and local laws, rules, regulations and ordinances, which must be obtained or met in connection with the acquisition and construction of the Project and the Infrastructure Improvements. Without limiting the foregoing, the Developer will request and seek to obtain from the City or other appropriate governmental authority all necessary variances, conditional use permits and zoning changes. The Developer will comply in all material respects with all Environmental Laws and Regulations applicable to the construction, acquisition and operation of the Project and the Infrastructure Improvements, obtain any and all necessary environmental reviews, licenses or clearances under, and comply in all material respects with, Environmental Laws and Regulations.

3.7. Nondiscrimination: Anti-Competitive Conduct. The Developer agrees that all hiring by the Developer and its contractors and subcontractors and persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by State and/or federal law.

3.8. Worker's Compensation Insurance. The Developer shall provide in all construction contracts and subcontracts with respect to the Project and the Infrastructure Improvements that each contractor and subcontractor is to be covered by a Worker's Compensation insurance program with the State, a private insurance carrier, or an approved self-insurance plan in accordance with State law.

Section 4. Reimbursement.

4.1. Reimbursement Obligation. Subject to the provisions of this Section 4, the City shall reimburse the Developer for costs of the Infrastructure Improvements in two phases as follows:

- (a) costs of the Infrastructure Improvements with respect to their design as well as construction of approach as set forth on Exhibit B hereto (the “**Design/Approach Improvements**”); and
- (b) costs of construction of all other Infrastructure Improvements and environmental remediation as set forth on Exhibit B hereto (the “**Utility/Remediation Improvements**”);

provided, however, that the reimbursement for the Infrastructure Improvements shall not exceed \$972,373 in the aggregate. The obligation of the City to reimburse the Developer for costs of the Design/Approach Improvements and the Utility/Remediation Improvements shall be subject to (i) the completion of such portion of Infrastructure Improvements in its entirety and approval of the costs thereof pursuant to this Section 4.3, (ii) the approval and acceptance by the City of such portion of the Infrastructure Improvements and the respective costs thereof and (iii) the availability, in the sole discretion of the City, of sufficient Tax Increment for purposes of such reimbursement. The City will not have any obligation to issue bonds, notes or other obligations in order to finance the reimbursement of the Infrastructure Improvements.

4.2. Subordination. The Developer understands and agrees that the City currently has, and may in the future have, one or more series of bonds payable from Tax Increment and the reimbursement obligations of the City pursuant to this Agreement is hereby subordinated in right of payment to any and all of such bonds and shall be payable only from and to the extent of Tax Increment available after payment of all amounts then due and owing with respect to the bonds, as determined in the sole discretion of the City.

4.3. Conditions to Reimbursement. Reimbursement for costs of the Infrastructure Improvements will be based on paid invoices for costs incurred by the Developer, its contractors and subcontractors or any utility companies. The City may reject, in its sole discretion, any invoice to the extent it is not part of the Infrastructure Improvements. The parties hereto agree that the City will not be required to reimburse costs of Infrastructure Improvements unless at the time of such request:

- (a) all of the Developer’s representations as set forth in Section 2 hereof are true and correct;
- (b) the Developer is not in breach of any covenant or undertaking as set forth in Section 3 hereof as of the time of such reimbursement; and
- (c) a certificate signed by Developer in substantially the form attached as Exhibit D hereto shall accompany any invoices or requests for payment or reimbursement by the City (the “**Developer Requisition Form**”).

Within 30 days of receipt from the Developer of a Developer Requisition Form, the City shall issue a check payable to the Developer in the amount thereby requested pursuant to the terms and

conditions of this Agreement or shall otherwise communicate with the Developer regarding the remaining conditions to reimbursement set forth in this Section 4 to be satisfied prior to such check being issued (including the availability of sufficient Tax Increment funds, as determined by the City in its sole discretion).

Section 5. Covenants.

5.1. Taxes. The Developer shall pay or cause to be paid when due and prior to the imposition of penalty all Taxes and all installments of any special assessments payable with respect to the Land and the Project and any improvements thereto or extension thereof.

5.2. Maintenance of Land and Project. Developer agrees to use commercially reasonable efforts to maintain and operate the Land and the Project so as to be able at all times to pay promptly and when due all property taxes levied with respect to the Land and the Project.

Section 6. Release, Indemnification and Insurance.

6.1. Release and Indemnification. The Developer releases the City and all Commission members, officers, agents, servants and employees thereof (the “**Indemnified Parties**”) from, and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys’ fees), claim, demand, suit, action or other proceeding whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, the acquisition and construction of the Project and the Infrastructure Improvements, any violation by the Developer of any agreement, condition or covenant of this Agreement, the ownership, maintenance and operation of the Project, or the presence on any portion of the Land, of any dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances or (ii) which is caused by the Developer or its officers, agents, contractors, consultants or employees; except that such indemnification shall not apply to the extent that the loss, damage or cost is determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct or bad faith of the Indemnified Party.

NEITHER THE CITY NOR THE DEVELOPER WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

6.2. Insurance. Developer shall keep and maintain the Project at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the Project, and the Developer shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for direct damage insurance covering all risks of loss (which need not include flood or seismic), including, but not limited to, the following:

1. fire
2. extended coverage perils
3. vandalism and malicious mischief
4. boiler explosion (but only if steam boilers are present)
5. collapse

on a replacement cost basis in an amount equivalent to the Full Insurable Value thereof. "Full Insurable Value" shall include the actual replacement cost of the Project, without deduction for architectural, engineering, legal or administrative fees or for depreciation. The policies required by this Section 6.2 shall be subject to a no coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding \$100,000.

Subject to the terms of any mortgage relating to the Project, policies of insurance required by this Section 6.2 shall insure and be payable to Developer, and shall provide for release of insurance proceeds to Developer for restoration of loss. The City shall be furnished certificates showing the existence of such insurance. In case of loss, the Developer is hereby authorized to adjust the loss and execute proof thereof in the name of all parties in interest.

During construction of the Project, any and all of the foregoing insurance policies may be maintained by the Developer's contractor; provided that once the Project is placed into service, Developer shall maintain all of the foregoing insurance policies.

Section 7. General Provisions.

7.1. Conflicts of Interest; City's Representatives Not Individually Liable. No member, officer, agent, servant or employee of the City shall have any personal interest, direct or indirect, in this Agreement, the Project or the Infrastructure Improvements, nor shall any such member, officer or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, officer or employee of the City shall be personally liable to Developer in the event of any default under or breach of this Agreement by the City, or for any amount that may become due to Developer for any obligation issued under or arising from the terms of this Agreement.

7.2. Rights Cumulative. The rights and remedies of the parties hereto, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party hereto of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other remedy for the same default or breach or of any of its remedies for any other default or breach of the party subject to the limitation of remedies provided herein. No waiver made by such party with respect to the performance or the manner or time thereof, of any obligation under this Agreement, shall be considered a waiver with respect to the particular obligation of the other party or a condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any obligations of the other party. Delay by a party hereto instituting or prosecuting any cause of action or claim hereunder shall not be deemed a waiver of any rights hereunder.

7.3. Term of Agreement. If all conditions precedent for the reimbursement by the City of the costs of all Infrastructure Improvements have not been satisfied by December 31, 2024, this Agreement will terminate and the City will have no obligation to reimburse the Developer for costs of the Infrastructure Improvements. Otherwise, this Agreement will terminate when all obligations hereunder have been satisfied or discharged. Notwithstanding any termination of this Agreement, Sections 5, 6 and 7 shall in all events survive.

7.4. Limitation on City Liability. No agreements or provisions contained in this Agreement nor any agreement, covenant or undertaking by the City contained in this Agreement or any other document executed by the City in connection with the Infrastructure Improvements will give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or will obligate the City financially in any way except with respect to the Tax Increment. No failure of the City to comply with any term, condition, covenant or agreement herein will subject the City to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the Tax Increment; and no execution on any claim, demand, cause of action or judgment will be levied upon or collected from the general credit, general funds or taxing powers of the City (except as such constitute Tax Increment). Nothing herein will preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; provided that no costs, expenses or other monetary relief will be recoverable from the City except as may be payable from the Tax Increment.

7.5. Notices. All notices, certificates or other communications required to be given to the City or the Developer hereunder will be sufficiently given and will be deemed given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to the City: City of Great Falls
P.O. Box 5021
Great Falls, Montana 59403
Attn: Fiscal Services Director

If to the Developer: Talcott Properties, LLC
P.O. Box 2493
Great Falls, Montana 59403

The City and the Developer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

7.6. Assignment. This Agreement is unique between the City and the Developer and no party may assign any rights or privileges or delegate any duties or obligations under this Agreement without first obtaining the written consent of the other parties hereto.

7.7. Binding Effect. The right and obligations set forth in this Agreement shall inure to the benefit of and shall be binding upon the City and the Developer and their respective successors and assigns.

7.8. Prior Agreements. This Agreement supersedes, merges and voids any and all prior discussions, negotiations, agreements and undertakings between the parties hereto with respect to the subject matter of this Agreement. The parties waive and release each other from any claims, actions, or causes of action that relate in any manner to any prior discussions, negotiations, agreements and undertakings between the parties with respect to the subject matter of this Agreement.

7.9. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7.10. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the City and the Developer.

7.11. Disputes. If any disagreement, dispute, claim, counterclaim, action or cause of action arises with respect to this Agreement, or the interpretation, performance or enforceability hereof, or the parties' relative rights, obligations and remedies hereunder, the parties shall first confer in good faith to resolve any disputes and, if a resolution cannot be mutually agreed to within thirty (30) days of written notice thereof, the parties shall attempt to resolve the dispute through non-binding mediation. If the parties cannot resolve the dispute through non-binding mediation within sixty (60) days of written notice thereof, the District Court of the State of Montana in and for Cascade County, Montana will be the exclusive location and/or forum for any legal actions arising under this Agreement.

7.12. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State, without giving effect to any choice of law statutes, rules, or principles.

7.13. Further Assurances and Corrective Instruments. The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or the Infrastructure Improvements or for carrying out the expressed intention of this Agreement.

7.14. Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7.15. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or Sections of this Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the ____ day of _____, 2023.

CITY OF GREAT FALLS, MONTANA

[SEAL]

By _____
Gregory T. Doyon, City Manager

Attest:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

TALCOTT PROPERTIES, LLC

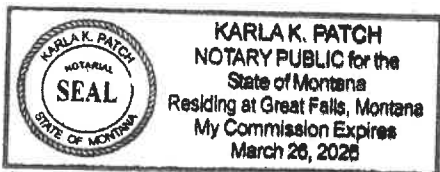
Brad Talcott

Name: BRAD TALCOTT

Title: MEMBER

STATE OF MONTANA)
 : ss.
County of Cascade)

This instrument was acknowledged before me on January 4, 2023 by Brad Talcott of Talcott Properties, LLC, on behalf of said limited liability company.



(Notarial Seal)

Karla K. Patch
Printed Name: Karla K. Patch
Notary Public for the State of Montana
Residing at Great Falls, Montana
My Commission Expires: March 26, 2026

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

LOTS 4, 5, AND 6 OF CERTIFICATE OF SURVEY NO. S-0005113, TRACTS OF LAND
LOCATED IN THE S½ OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 3 EAST, PMM,
CASCADE COUNTY, MONTANA

EXHIBIT B
INFRASTRUCTURE IMPROVEMENTS

Gas	\$25,000
Power	\$75,000
Phone/Internet	\$30,000
Environmental Remediation	\$100,000
Sewer	\$27,412
Water	\$111,840
Storm	\$240,211
3 rd Street Northwest Approach	\$63,760
Permits/Fees	\$50,760
Engineering/Design	\$138,540
Misc.	\$79,850
Contingencies/Interest	\$30,000

EXHIBIT C
PROJECT COSTS AND SOURCES OF FUNDS

Land and Site Preparation Improvements (Itemized)	
Value of Land (Lot 4B)	\$2,307,000
Value of Land (Lot 5)	\$1,011,000
Value of Land (Lot 6B)	\$815,000
Site Preparation	\$1,395,000
Construction and Rehabilitation Costs	
Concrete	\$2,620,000
Metals	\$925,000
Carpentry	\$4,645,000
Finishes	\$2,369,000
Electrical	\$2,970,000
Mechanical	\$4,715,000
FF&E	\$2,800,000
Equipment Costs	
Included in FF&E	
Costs above: \$1,310,000	
TOTAL PROJECT COST	\$26,572,000

EXHIBIT D

FORM OF DEVELOPER REQUISITION

TO: City of Great Falls, Montana (the "City")
FROM: Talcott Properties, LLC (the "Developer")
SUBJECT: Payment/Reimbursements for Infrastructure Improvements

This represents Developer Requisition No. ___ in the total amount of \$ _____ for payment of the Infrastructure Improvements.

The undersigned, as Authorized Developer Representative, intends that this certificate will satisfy the requirements of Section 4.2(c) of the Development Agreement, dated as of [____], 2023 between the City and the Developer, and does hereby certify on behalf of the Developer that:

- (a) the expenditures for which payment or reimbursement is requested are listed in summary form in the attached schedule;
(b) the amounts requested have been paid by the Developer for property or to contractors, subcontractors, materialmen, engineers, architects or other persons who will perform or have performed necessary or appropriate services or will supply or have supplied necessary or appropriate materials for the acquisition, construction, renovation, equipping and installation of the Infrastructure Improvements, as the case may be, and that, to the best of my knowledge, the fair value of such property, services, or materials is not exceeded by the amounts requested to be paid;
(c) the cost of work to be paid or reimbursed has been competitively bid and the contractor or subcontractor has paid the Montana prevailing wage for such work;
(d) no part of the several amounts requested to be paid or reimbursed, as stated in such certificate, has been or is the basis for the payment or reimbursement of any money in any previous or pending request; and
(e) the payment or reimbursement of the amounts requested will not result in a breach of any of the covenants of the Developer contained in the Agreement.

Dated: _____, 20__

TALCOTT PROPERTIES, LLC

By: _____
Authorized Developer Representative

Schedule to Developer Certificate No. _____

Payee

Purpose

Amount

CITY OF GREAT FALLS



**TAX INCREMENT FINANCING
(TIF)**

APPLICATION FOR FUNDS

CITY OF GREAT FALLS
TAX INCREMENT FINANCING (TIF)
APPLICATION FOR FUNDS

Project Name: West Bank Landing North Phase | Lots 4, 5, 6

Date Submitted: Sept. 9, 2022

Name of TIF District: West Bank Urban Renewal District

APPLICANT INFORMATION

Name: Talcott Properties

Address: P.O. Bo 2493, Great Falls, MT 59403

Telephone: 406-761-0018

DEVELOPMENT INFORMATION

1. Building Address: 513 3rd St. NW (Lot 4A), 521 3rd St. NW (Lot 6A), Lot 5 is not yet assigned.

2. Legal Description: See attached Certificate of Survey

3. Ownership: Colter Falls LLC (Lot 4A), Talcott Properties (Lots 5, 6A)

Address: P.O. Box 2493, Great Falls, MT 59403

4. If property is not owned by the Applicant, list leasehold interest: *(Attach evidentiary materials).*
Name: N/A

Address: _____

5. Existing/Proposed Businesses: Lot 4A: hotel proposed; Lot 5: TBD; Lot 6A: restaurant proposed

Business Description: Proposed hotel is a 108-room nationally branded hotel not currently doing business in Great Falls. Proposed restaurant is a national chain. This would be its second location in Great Falls.

6. Employment: Existing FTE Jobs: 0

Hotel: 25
New Permanent FTE Jobs created by project: Restaurant: 12 Construction FTE jobs: 30+

7. Architectural/Engineering Firm: Hotel: Wedgewood Architectural

Address: 7986 Embarcadero Ave., Las Vegas, NV 89129

Representative: Andy Bremmeyer

Restaurant will be designed by owner.

CITY OF GREAT FALLS
TAX INCREMENT FINANCING (TIF)
APPLICATION FOR FUNDS

- 8. Please provide a description of the Total Project Development (attach a narrative explanation).
- 9. Please provide rehabilitation/construction plans (attach schematics, site and landscaping plans).
- 10. What is the development schedule or estimated completion date for the Total Project Development? The Total Project Development is best defined as the entire development, not just the TIF improvements (please include project phasing if appropriate).

Lot 4A: Anticipated hotel construction is Fall 2022 to Spring 2023, with summer opening.

Lot 5: Anticipated construction is summer of 2024.

Lot 6A: Anticipated construction is Spring 2023, with fall opening.

- 11. Do you plan on asking for any other tax abatements, grants, tax credits or other forms of relief? If so, what type?

No

- 12. Please describe your funding needs and the anticipated timing schedule for your identified Eligible TIF Activities (example: *I will be fronting the costs of all identified TIF improvements and would like to be reimbursed incrementally as TIF funds become available; I am interested in utilizing bond financing to complete the identified project improvements and would like to be reimbursed with TIF funds as they become available, I need TIF funds immediately to complete the identified TIF improvements, etc.*)

Talcott Properties will front the costs of identified TIF improvements and would like to be reimbursed with existing available funds and incrementally as more funds become available.

- 13. Please indicate the amount of Public Infrastructure Need and the amount of Public Infrastructure being requested to be financed by the TIF District.

See following pages. Total request: \$972,373

TOTAL PROJECT DEVELOPMENT COSTS

The total project development cost is the cost to develop the entire project/site, and should include the cost of the TIF improvements.

Land and Site Preparation Improvements (Itemized)

1. Value of Land 4A	\$ 2,307,000	
2. 5	\$ 1,011,000	
3. 6A	\$ 815,000	
4. Site Preparation	\$ 1,395,000	
5. _____	\$ _____	
Subtotal		\$ 5,528,000

Construction/Rehabilitation Costs (Use general construction trade divisions)

(Total value of improvements)

1. Concrete	\$ 2,620,000	
2. Metals	\$ 925,000	
3. Carpentry	\$ 4,645,000	
4. Finishes	\$ 2,369,000	
5. Electrical	\$ 2,970,000	
6. Mechanical	\$ 4,715,000	
7. FF&E	\$ 2,800,000	
Subtotal		\$ 21,044,000

Equipment Costs

(Total value of equipment)

1. Included in FF& E	\$ _____	
2. costs above: \$1,310,000	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	
5. _____	\$ _____	
Subtotal		\$ _____

Total Project Development Costs \$ 26,572,000

ELIGIBLE TIF ACTIVITIES

Land Acquisition

	Total	Amount Requested from TIF	Timing for Funds
1.	_____	N/A	* See note 2 below

Demolition & Removal of Structures Utility Installation & Environmental Cleanup

1.	Gas	\$25,000	_____
2.	Power	\$75,000	_____
3.	Phone/Internet	\$30,000	_____
Subtotal	Environmental	\$100,000	_____
	Subtotal	\$230,000	

Relocation of Occupants

1.	N/A	_____	_____
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Public Improvements See attached spreadsheet for detailed breakout.

(acquisitions, construction and improvement of infrastructure which includes streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off-street parking facilities, sewers, sewer lines, storm sewers, etc.)

1.	Sewer	\$ 27,412	_____
2.	Water	\$111,840	_____
3.	Storm	\$240,211	_____
Subtotal	3rd St. NW approach	\$ 63,760	_____

Fees (associated with eligible activities)

(A&E design/supervision, permits & other fees)

1.	Permits/Fees	\$ 50,760	_____
2.	Engineering	\$138,540	_____
3.	Misc.	\$ 79,850	_____
4.	Contingencies/Interest	\$ 30,000	\$ 299,150

Note: Totals are estimates. Exact amounts may vary from line items listed.

Note 2: See attached page for projected reimbursement timeline.

Total: \$972,373

CERTIFICATION

I (we), Brad Talcott (please print),
certify that the statements and estimates within this Application as well as any and all documentation
submitted as attachments to this Application or under separate cover are true and correct to the best of
my (our) knowledge and belief.

Signature 

Title Member, Talcott Properties

Address P.O. Box 2493, Great Falls, MT 59403

Date Sept. 9, 2022

Signature _____

Title _____

Address _____

Date _____

Proposed TIF Reimburse Schedule

Running Balance	Projected Payment Date	Projected City Reimbursement
\$ 972,373	Mar-23	\$ 358,000
\$ 614,373	Jul-23	\$ 430,000
\$ 184,373	Jan-24	\$ 168,000
\$ 16,373	Jul-24	\$ 16,373
		<hr/>
		\$ 972,373

West Bank Landing Project Development

This request for Tax Increment Financing represents the final TIF-related development of West Bank Landing. It will provide infrastructure improvements to the final three lots being developed at the location.

Lot 4A is under development for a proposed 108-room nationally branded hotel. Lot 6A is under development for a proposed national restaurant chain. Negotiations are currently under way for development of Lot 5.

Development of these parcels represents the culmination of a multi-year effort to clean up and transform a contaminated area of urban blight into a vibrant and desirable business neighborhood. So far, that has included development and construction of a hotel, office building, boutique fitness center, bank and two restaurants – new businesses that enhance the West Side of town along with the city's tax base.

Development of West Bank Landing meets the goals of the TIF program in many ways:

- Public Infrastructure Improvements. Improvements include burying and extending the power line, expanding storm drains, sewer and water lines, and cable/IT lines, removing unused rail line and improving public access to the site.
- Economic Stimulus. New jobs were created at Five on Black, Jersey Mike's, Citizens Alliance Bank, Peak and SpringHill Suites. And The Portage allows existing businesses to expand, as well as the potential for new businesses and jobs. Construction of the buildings employed scores of employees for more than five years, with work continuing.
- Tax Generation. All existing buildings are now on the tax rolls, and more buildings will be added.
- Elimination of Blight: We removed eyesore buildings, spent millions on environmental remediation, built two new buildings to LEED-design energy efficiency standards, and created unique and attractive landscaping. This work transformed a former contaminated industrial site into a popular and inviting destination for businesses, customers and visitors.

We believe West Bank Landing exemplifies the high-quality development hoped for by locals when they created the West Bank Urban Renewal District, as well as the goals of the Tax Increment Financing program.

West Bank Development
Lots 4-6
Preliminary Utility Construction Cost Estimate
 August 29, 2022

Bid Item Number	Item	Unit	Estimated Quantity	Engineer's Estimate	
				Unit Cost	Total
	Sewer				
101	4' Diameter Sewer Manhole	Each	2	\$ 4,600.00	\$ 9,200.00
102	8" PVC Gravity Sewer Main	LF	173	\$ 64.00	\$ 11,072.00
103	Service Line Connection at Main	Each	4	\$ 560.00	\$ 2,240.00
104	4" PVC Service Line	LF	100	\$ 49.00	\$ 4,900.00
105	Miscellaneous Sewer Work	UNIT		\$ 1.00	\$ -
	Sewer Total				\$ 27,412.00

Water					
201	Connect New Main to Existing Main	Each	2	\$ 3,200.00	\$ 6,400.00
202	8" DIP Water Main	LF	716	\$ 90.00	\$ 64,440.00
203	8" Gate Valve	Each	4	\$ 1,950.00	\$ 7,800.00
204	New Fire Hydrant Assembly	Each	1	\$ 5,500.00	\$ 5,500.00
205	Relocate Existing Fire Hydrant	Each	1	\$ 2,500.00	\$ 2,500.00
206	6" Fire Line Connection & Gate Valve at New Main	Each	1	\$ 1,800.00	\$ 1,800.00
207	4" Domestic Service Connection & Gate Valve at New Main	Each	1	\$ 1,600.00	\$ 1,600.00
208	6" DIP Fire Service Line	LF	20	\$ 68.00	\$ 1,360.00
209	4" DIP Domestic Service Line	LF	20	\$ 60.00	\$ 1,200.00
210	2" Service or Fire Line Connection @ New Main	Each	2	\$ 950.00	\$ 1,900.00
211	2" Copper Fire or Service Line	LF	75	\$ 82.00	\$ 6,150.00
212	1" Copper Fire or Service Line	LF	75	\$ 72.00	\$ 5,400.00
213	Miscellaneous Water Work	UNIT		\$ 1.00	\$ -
214	Asphalt Repair	SY	60	\$ 80.00	\$ 4,800.00
215	Curb and Gutter Remove/Replace	LF	15	\$ 28.00	\$ 420.00
216	Sidewalk remove and replace	LF	15	\$ 38.00	\$ 570.00
	Water Total				\$ 111,840.00

Storm Drain					
301	60" Storm Drain Manhole	Each	3	\$ 5,400.00	\$ 16,200.00
302	48" Storm Drain Manhole	Each	2	\$ 4,600.00	\$ 9,200.00
303	36" Catch Basin	Each	9	\$ 2,800.00	\$ 25,200.00
304	24" Catch Basin	Each		\$ 2,400.00	\$ -
305	15" PVC Pipe	LF	981	\$ 66.00	\$ 64,746.00
306	12" PVC Pipe	LF	110	\$ 60.00	\$ 6,600.00
307	6" PVC Pipe (Roof Drain)	LF	300	\$ 32.00	\$ 9,600.00
308	6" Perforated PVC Pipe with Filter Sock	LF	515	\$ 36.00	\$ 18,540.00
309	Permeable Interlocking Permeable Pavers	SF	2,575	\$ 35.00	\$ 90,125.00
310	Miscellaneous Storm Drain Work	UNIT		\$ 1.00	\$ -
	Storm Drain Total				\$ 240,211.00

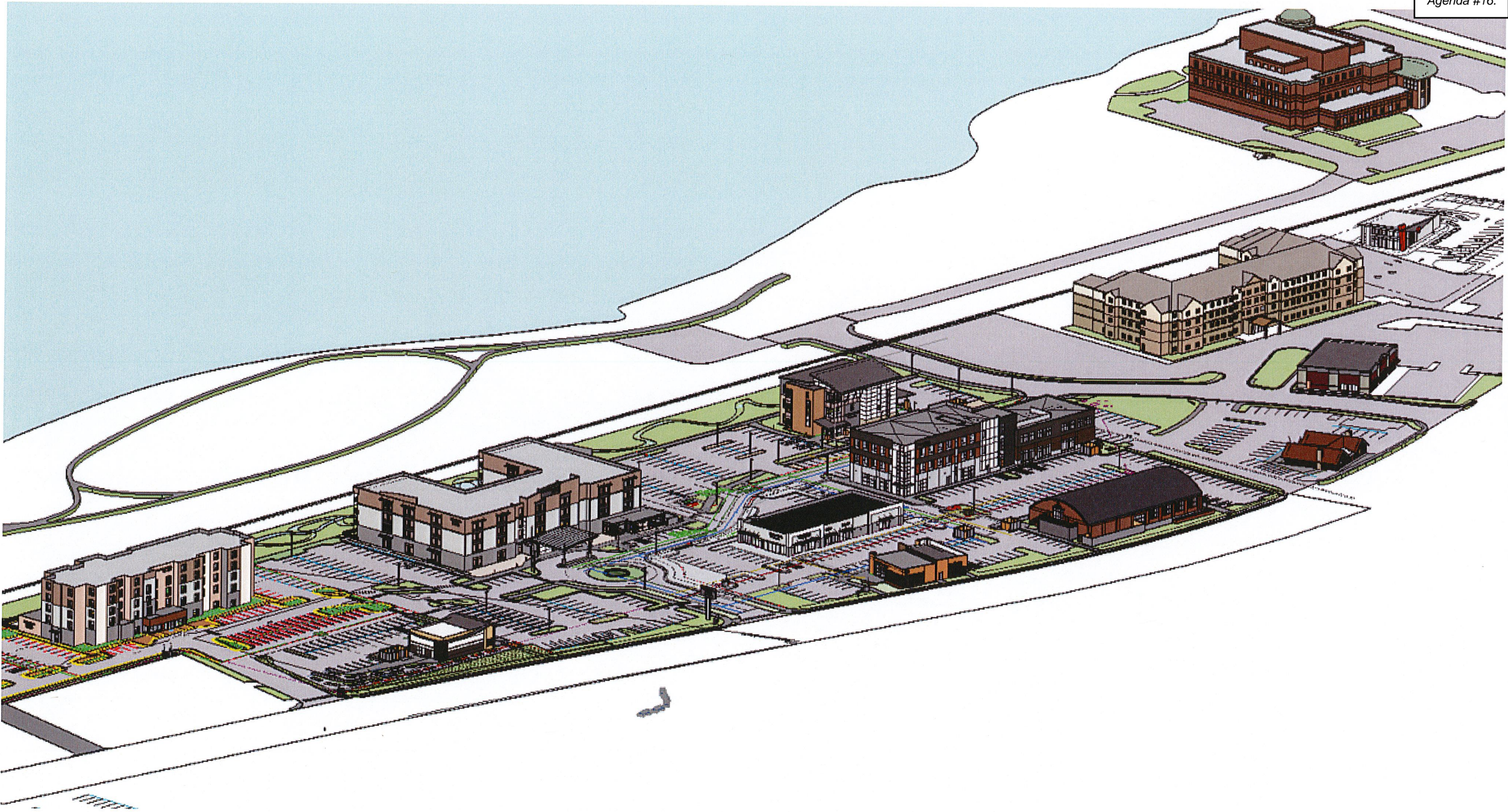
Miscellaneous					
401	Layout and Construction Staking	LS	1	\$ 10,500.00	\$ 10,500.00
402	Traffic Control	LS	1	\$ 6,000.00	\$ 6,000.00
403	Bonds and Insurance	LS	1	\$ 19,000.00	\$ 19,000.00
404	Imported Type 1 Pipe Bedding	CY	190	\$ 40.00	\$ 7,600.00
405	Type 2 Stabilization Bedding	CY	150	\$ 45.00	\$ 6,750.00
406	Trench Dewatering	LF	500	\$ 60.00	\$ 30,000.00
	Miscellaneous Total				\$ 79,850.00

3rd St. NW Approach					
501	Demolition Exit Sidewalk/Curb and Gutter	LS	1	\$ 8,000.00	\$ 8,000.00
502	Concrete Apron Paving	LS	1	\$ 18,000.00	\$ 18,000.00
503	Concrete Curb and Gutter	LF	140	\$ 21.00	\$ 2,940.00
504	Side Walk	LF	140	\$ 38.00	\$ 5,320.00
505	Relocate Ex. Fire Hydrant and Bullards	LS	1	\$ 15,000.00	\$ 15,000.00
506	Signing (Stop)	Each	1	\$ 1,000.00	\$ 1,000.00
507	Pavement Stripping	LS	1	\$ 3,500.00	\$ 3,500.00
508	Wheel Chair Radius	EA	2	\$ 2,000.00	\$ 4,000.00
509	Base Course Gravel	LS	1	\$ 6,000.00	\$ 6,000.00
	Total				\$ 63,760.00

Permits & Fees					
	Storm Water Construction Permit	LS	1	\$ 1,200.00	\$ 1,200.00
	Plan review DEQ/City	LS	1	\$ 5,000.00	\$ 5,000.00
	Tapping Fees/Connection Fee	LS	1	\$ 43,860.00	\$ 43,860.00
	Other Permits			\$ -	\$ -
	Engineering Report Review (DEQ)	Each	2	\$ 350.00	\$ 700.00
	Total				\$ 50,760.00

Engineering					
	Engineering Design/Construction	LS	1	\$ 95,000.00	\$ 95,000.00
	City Inspection (45 Working Days)	HR	360	\$ 66.00	\$ 23,760.00
	Overtime	HR	160	\$ 80.00	\$ 12,800.00
	Final Inspection	HR	30	\$ 66.00	\$ 1,980.00
	As-Built Drawings	LS	1	\$ 5,000.00	\$ 5,000.00
	Total				\$ 138,540.00

Contingencies					
				\$	\$ 30,000.00
	Total				\$ 742,373.00



West Bank Urban Renewal Plan Great Falls, Montana



2007

Acknowledgements

We wish to thank the following for their contributions to the West Bank Urban Renewal Plan:

- Great Falls City Commission
- Great Falls Planning, Community Development, Fiscal Services, and Public Works Departments
- City Manager's Office
- Great Falls Neighborhood Council #2
- Great Falls Economic Development Authority
- West Bank Area Property Owners and Stakeholders
- Great Falls Planning Board

Planning Oversight:

- Benjamin Rangel, Great Falls Planning Director

Project Consultant:

- Janet Cornish, Community Development Services of Montana

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Chapter 1. Introduction

The City of Great Falls, Montana is embarking on a program of urban renewal for the area known as West Bank, bounded on the West by 3rd Street NW/SW, on the East by the center line of the Missouri River, on the North by a point just north of 14th Avenue NW and on the South by a point just south of 5th Avenue SW. (See Figure 1, below.) The area, which has been designated by the Great Falls City Commission as the West Bank Urban Renewal District is in transition. Historically, the District was characterized by heavy industrial uses. However, as the City has grown, industrial development has shifted to the city's periphery. At the same time, the community is promoting a more diversified and integrated development within the city's core, focusing on mixed uses – recreational, commercial and residential. The West Bank's proximity to the River and associated parkland, as well as to a major roadway (3rd Street NW/SW), makes it a logical place to encourage new mixed-use development in concert with efforts to revitalize downtown Great Falls. The revitalization of the West Bank area is being undertaken in cooperation with efforts to address contamination of an area within the District, formerly occupied by a brewery and an oil refinery and currently occupied by the County Shop complex and a specialty seed mill.

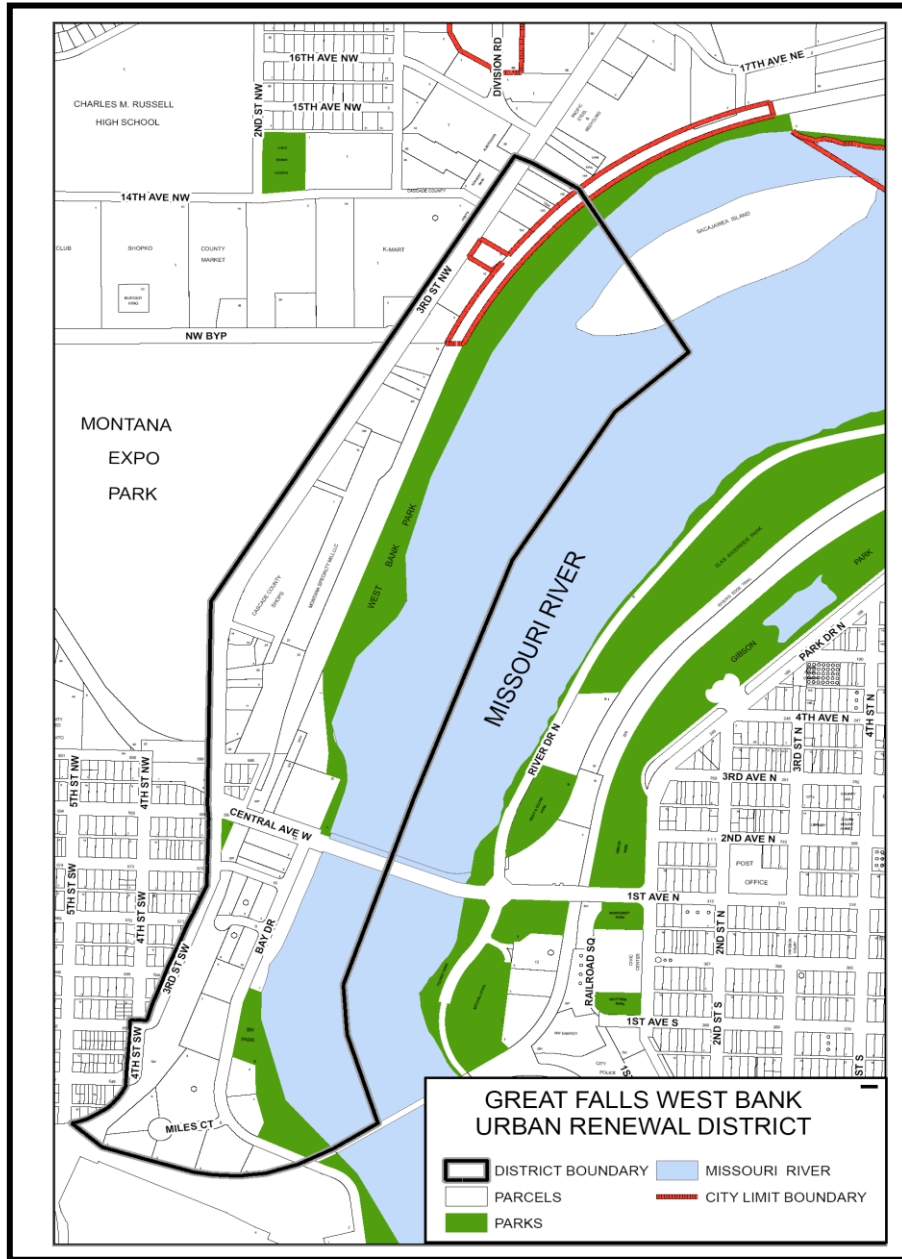
This urban renewal effort is being undertaken in accordance with the Montana Urban Renewal Law which provides for the renewal of "blighted" areas in 7-15-42 and 7-15-43, MCA, as follows:

- 7-15-4209.** Development of workable urban renewal program. (1) A municipality, for the purposes of this part and part 43, may formulate a workable program for utilizing appropriate private and public resources:
- (a) to eliminate and prevent the development or spread of blighted areas;
 - (b) to encourage needed urban rehabilitation;
 - (c) to provide for the redevelopment of such areas; or
 - (d) to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program.
- (2) Such workable program may include, without limitation, provision for:
- (a) the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards;
 - (b) the rehabilitation of blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements; by encouraging voluntary rehabilitation; and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and
 - (c) the clearance and redevelopment of blighted areas or portions thereof.

On November 8, 2006, the Great Falls City Commission authorized an investigation of the West Bank area. The purpose of the investigation was to determine the presence and extent of blight within the area as defined by the Montana Urban Renewal Law (7-15, Parts 42 and 43 MCA) as a first step in preparing a *West Bank Urban Renewal Plan*. The investigation culminated in a "Finding of Blight", that was adopted by Resolution 9626 (attached as Appendix A) by the Great Falls City Commission on December 5, 2006. In particular, the Resolution identified the following blighted conditions:

1. Physical deterioration of buildings and properties
 - Many of the structures in the defined area are in poor repair and properties are poorly maintained. City building permit information indicates that the majority of existing structures have not been substantially improved for at least twenty years.
2. Inappropriate or mixed uses of land or buildings
 - The presence of existing heavy industrial uses within the defined area is incompatible with retail, commercial, residential and parkland development. This land use conflict has proven to be a disincentive to the improvement of properties within the area by private enterprise.
3. Defective street layout
 - Much of the area is without streets, sidewalks, curbs, or gutters resulting in poor traffic circulation and storm drainage problems.
4. Unsanitary and unsafe conditions
 - Portions of the defined area are included in the list of priority sites maintained by the Montana Department of Environmental Quality under the Comprehensive Environmental Cleanup and Responsibility Act (CECRA) and are designated a Brownfield site as defined by the U.S. Environmental Protection Agency. Contamination on the site is associated with historic industrial activity and has affected both the soil and groundwater and threatens to contaminate the Missouri River.

Figure 1. Great Falls West Bank Urban Renewal District



Statement of Purpose

Changes in land use in the West Bank area, in conjunction with the proposed removal of contamination associated with historic industrial activities, provides an opportunity for area redevelopment through public-private partnerships. The City of Great Falls has chosen to participate in this redevelopment effort through the creation of an urban renewal program, including a tax increment financing (TIF) provision to help fund public investment in the area.

This Urban Renewal Plan provides direction to the City of Great Falls in fostering the revitalization and economic development of the West Bank Urban Renewal District. The Plan provides a “platform” for redevelopment activities that will be undertaken by a variety of public and private entities over the next several decades. More particularly, this Plan recommends a series of programs and projects that will be undertaken by the local government to encourage reinvestment in the District and to address blighted conditions that have diminished the environmental, economic and cultural well-being of the West Bank area over time.

Although the Montana Urban Renewal Law recognizes that eliminating urban blight is a matter of public interest, this Plan has been developed, based on the underlying principle that it is the citizens who work, reside and own property in the West Bank Renewal District who will be engaged directly in the revitalization effort. Further, the Plan has been prepared with respect to three Guiding Principles as follows:

- The plan for the West Bank Urban Renewal District should foster economic development and job creation.
- The improvement of the overall environmental quality of the West Bank Urban Renewal District is critical.
- Protection and enhancement of the West Bank Park and the Missouri River, which form the eastern boundary of the District are key in the redevelopment of the West Bank Urban Renewal District.

The West Bank Urban Renewal Plan outlines the approach that the City of Great Falls will take in responding to blighted conditions within the District. The Plan recommends ways to comprehensively address the problems and opportunities that face the area. However, the Plan recognizes that this area is in transition and therefore prescribes a large measure of flexibility in devising solutions and provides for ongoing planning on the part of the City, the residents, the businesses and property owners.

Chapter 2. Description of the Urban Renewal District

Legal Description of the West Bank Urban Renewal District

The West Bank Urban Renewal District includes all that real property in the City of Great Falls, County of Cascade, State of Montana, which lies within the following described boundary, excluding any unincorporated property, as of October 2006:

“The POINT OF BEGINNING is at the intersection of the north right of way line of 4th Avenue SW and the east right of way line of 4th Street SW; thence northeasterly along the west right of way line of 3rd Street SW and 3rd Street NW to its intersection with the northwest/southeast projection of the north property line of the parcel of land legally described as Mark No.13, Section 2, Township 20 North, Range 3 East (Geo-code #3015-02-1-10-06); thence southeasterly along the northwest/southeast projection of the north property line of the parcel of land legally described as Mark No.13, Section 2, Township 20 North, Range 3 East (Geo-code #3015-02-1-10-06) to the centerline of the Missouri River; thence southwesterly/southeasterly along the centerline of the Missouri River to the north edge of the BNSF Railway/Missouri River Bridge; thence southwesterly along the north edge of the BNSF Railway/Missouri River Bridge and the north right of way line of the BNSF Railway main line (coincidental with the south property line of Lots 1-4, Block 9, BN Car Shop Addition to Great Falls) to its extended connection with the south end of the east right of way line of 5th Street SW (coincidental with the southwest corner of Lot 10, Block 546, 6th Addition to Great Falls); thence northeasterly along the west right of way line of the BNSF Railway spur line (coincidental with the south/southeast boundary of Block 546, 6th Addition to Great Falls) to the intersection of the south right of way line of 5th Avenue SW and the west right of way line of 4th Street SW; thence north along the west right of way line of 4th Street SW to its intersection with the north right of way line of 4th Avenue SW; thence east to the POINT OF BEGINNING.”

Area History

Historically, the west side of the Missouri River in Great Falls was the home of Montana’s largest gasoline refinery, built by the Great Falls Sunburst Oil and Refinery Company. The refinery began operations in early 1923 along the 300 and 400 block of 3rd Street Northwest and was subsequently purchased by the California Eastern Oil Company in 1927. Cascade County took possession of the property in 1936 after California Eastern failed to pay gasoline license taxes and associated delinquent fees. By 1938 Cascade County had constructed its shops (Figure 2) at the site (Great Falls Tribune, December 16, 2001).



Figure 2 Cascade County Shops

The West Bank area includes the site of the former Montana Brewing Company complex, built in 1893-94, just north of Central Avenue West, along the Missouri River. In 1933, it became the malt plant for the Great Falls Brewery, Inc., finally closing in 1968. (Figure 3.) The last remnants of the site were finally removed in July of 2006 to make way for a new 54,000 square foot Federal Courthouse (July 11, 2006, Sun River News).

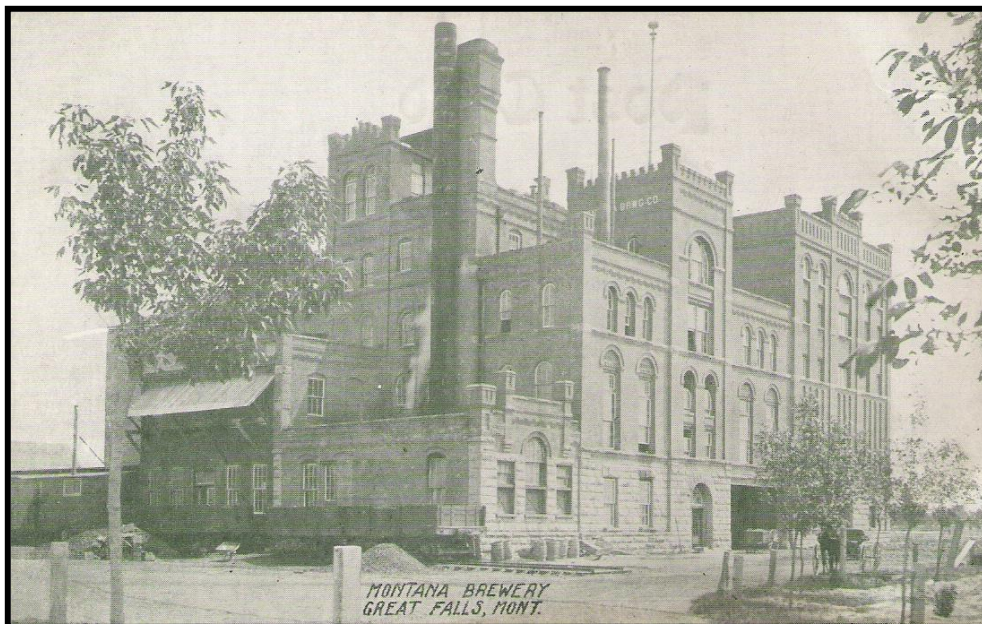


Figure 3. Montana Brewery.

Existing Characteristics

The West Bank Urban Renewal District continues to be largely characterized by industrial and warehouse uses. It also contains a small number of residences and a variety of retail and service oriented businesses, including a veterinary clinic, the Cowboy's Bar and the J Bar T Tavern. The area just south of the County Shops and Montana Specialty Mills includes the site where the new Federal Courthouse will be built. South of Central Avenue West, the District is more sparsely developed, but includes the Montana Association of Electrical Cooperatives offices as well as a former highway department structure, now held privately (Figure 4). The northern end of the District is directly adjacent to a growing commercial area. It includes the Stockman Bank, built within the last few years and will include a new Walgreens Pharmacy, already under construction.



Figure 4. Former Highway Department Building

The District encompasses portions of two Census Tracts (See Table 1) and 51 parcels. A list of the properties by parcel is included in Appendix B.

Census Tract	Census Block Group	Block Number	Population	Housing Units
16	2	2000	0	0
16	2	2017*	45	15
16	5	5001	8	3
16	5	5002	0	0
16	5	5004	0	0
16	5	5005	0	0
18	3	3000*	4	2
18	3	3019**	0	0
18	3	3020*	0	0
Totals			57	20

Source: U.S. Census (2000 Information)

Notes: * Only a portion of this block is in the Urban Renewal District

** This is the parcel that is not incorporated into the City of Great Falls

Census designations are noted in Figure 5.

Zoning Designation

The City of Great Falls has zoned the West Bank area M-2, *Mixed-use Transitional*. The Great Falls Zoning Ordinance describes an M-2 zone as follows: “This zoning designation is intended to promote a transition over time to a predominately mixed-use land use pattern. Because of changing economic conditions and other factors, some current uses do not represent the highest and best use, given other more suitable areas. Current industrial uses and warehouses are not considered nonconforming. As such, current industrial uses and warehouses existing at the time this Title was adopted are allowed to expand or to be re-established, if damaged, provided development and appearance standards under the purview of the Design Review Board are met.”

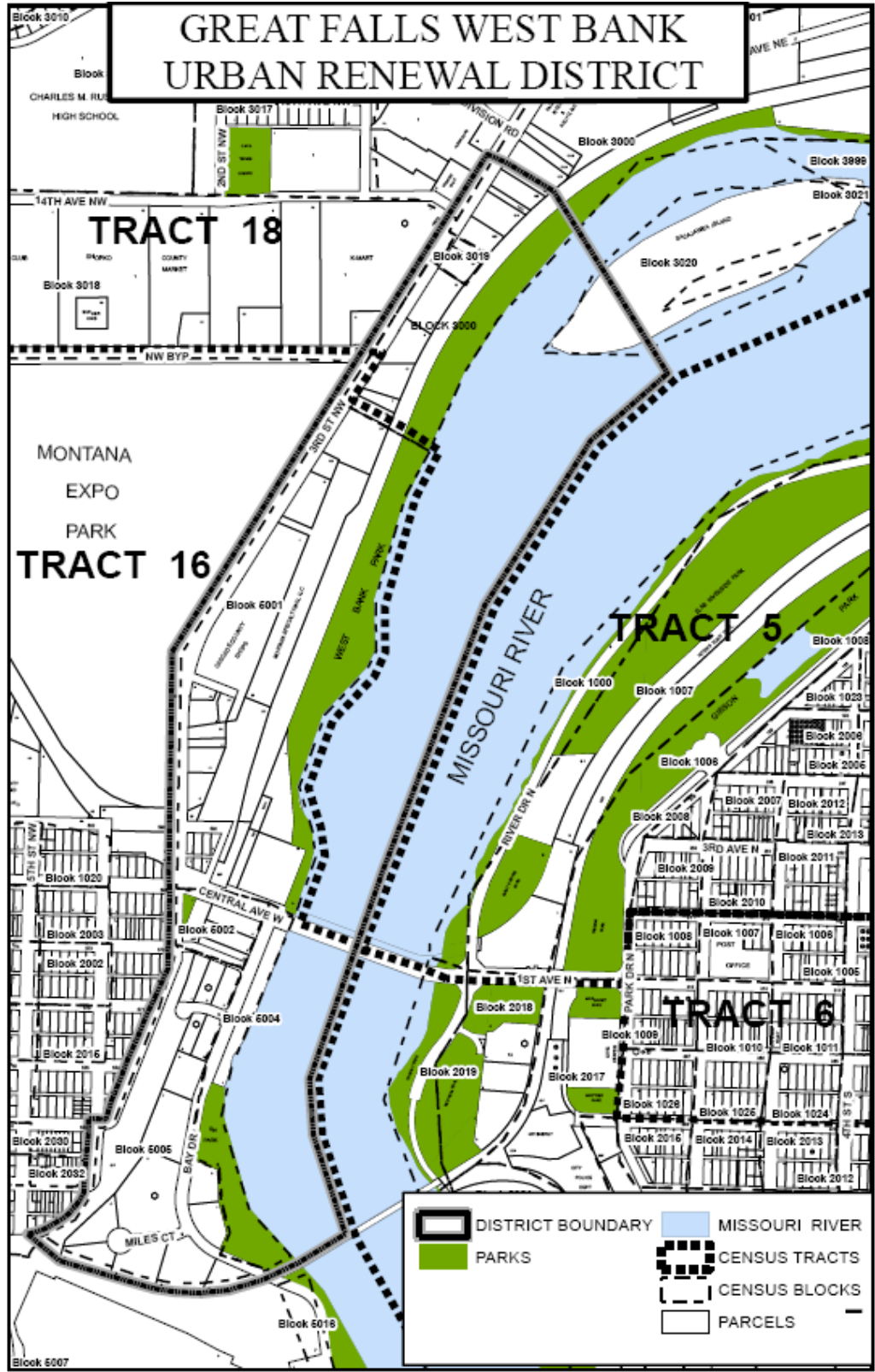


Figure 5. Census Designations

Chapter 3. Key Findings

This chapter of the Urban Renewal Plan provides an overview of the challenges and opportunities associated with the redevelopment of the West Bank Urban Renewal District. Information presented here has been gleaned from interviews and meetings with area property owners and residents, local government staff, Neighborhood Council #2 and other area stakeholders. While the West Bank Urban Renewal District can be characterized as blighted, the area has a number of recognized assets that will help foster redevelopment. For example, there is wide-spread support for area revitalization among property owners, stakeholders and the community in general.

Area Assets and Opportunities

The Missouri River and West Bank Park

The West Bank Urban Renewal District is bounded on the east by West Bank Park and the Missouri River which provide important scenic, natural, historic and recreational resources to residents and visitors. As noted in the 2004 *Missouri River Urban Corridor Plan*, the River is “a major community asset for enhanced livability, growth and economic development”. The District’s proximity to the river, in combination with West Bank Park can attract new development. The *Corridor Plan* also points out that the “Riverfront...creates real estate value [associated with its] proximity to water, views and public open space.”

Proximity to Downtown/Combating Urban Sprawl

The City’s plan to undertake the renewal of the West Bank area can be viewed as part of the overall effort to revitalize the city’s central business district and to discourage urban sprawl in general. As noted in the 2002 Great Falls Development Authority’s proposal to EPA for Brownfield Assessment grant funds, the redevelopment of “lands that have existing infrastructure...makes good planning sense, and it keeps redevelopment affordable and reduces urban sprawl. It also creates jobs in the city, close to where people live.”

Proximity to Transportation Corridors

The West Bank area is situated along two critical four-lane arterials – Central Avenue West and 3rd Street NW, which provide important links between downtown Great Falls, Interstate 15, the airport and the fairgrounds. The area has experienced increased traffic counts on 3rd Street Northwest and the Northwest Bypass, offering opportunities for successful development. The 2003 *Great Falls Area Transportation Plan* identifies 3rd Street Northwest as a major traffic corridor that is experiencing heavy traffic volumes.

Finally, railroad service is provided on an as needed basis to service Montana Specialty Mills and Montana Refining Company.

Existing and Proposed Area Development

As noted above, the West Bank Urban Renewal District is experiencing a change in land use, from heavy industrial to mixed uses. The new Federal Building, to be located on the former brewery property and the Walgreens Pharmacy, which is under construction in the northern portion of the District, will provide two important anchors for the District. The area is also home to a number of retail and service businesses. Finally, the Montana Expo Park borders the District on the west, providing an important traffic generator, as well as a potential partner in redevelopment efforts.

Challenges

Clean-up of Contaminants

The Third Street Northwest Groundwater Site is located within the West Bank Urban Renewal District and includes the County Shops, Montana Specialty Mills, portions of the BNSF Railway spur and West Bank Park. The Site is listed on the State of Montana’s “Mini- Superfund Sites” because of petrochemical related contamination. Figure 6 shows the contaminated portion of the District.

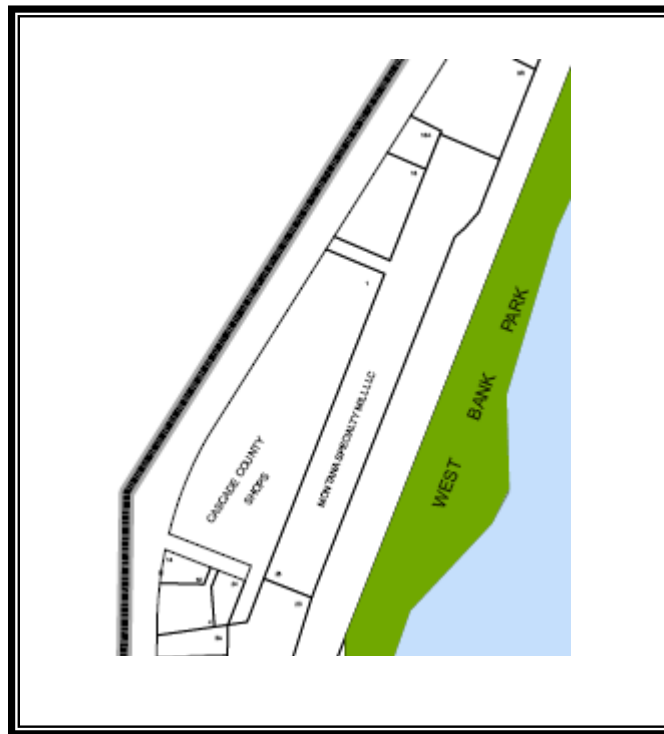


Figure 6. Contaminated Area

Clean-up of these contaminants will occur sequentially. For example, contaminants cannot be removed from West Bank Park until the County Shops and Montana Specialty Mill areas are addressed, because they are the “upstream” source of the pollutants. (See Table 2, Remediation Schedule in Chapter 4.) Redevelopment cannot occur in these areas until clean-up is complete.

Lot Size

Some of the properties within the urban renewal district are too small to accommodate new office or commercial development. Prior to significant redevelopment occurring, some of the smaller parcels of land will have to be consolidated, particularly those at the southern end of the District.

Access

While the District is adjacent to major arterials, access to and within the West Bank area is limited. In addition to the absence of roads, the railroad tracks that run north-south and parallel to the riverfront make it difficult to address the District’s transportation needs of vehicles and pedestrians. In particular, the sidetrack which currently serves Montana Specialty Mills, and which will no longer be needed once the mill is relocated, limits east-west access through a large portion of the District. Overall, the area lacks the necessary infrastructure to link recreational and commercial uses, which will ultimately be key to the successful redevelopment of the District.

Blighted Conditions in the West Bank Urban Renewal District

A Finding of Blight report for the West Bank Urban Renewal District was prepared in November of 2006. The following excerpts provide a general overview of blighted conditions in the District.

Physical deterioration of buildings

Although most of the buildings within the proposed West Bank Urban Renewal District are in use, the area generally has a deteriorating appearance. Many structures are in poor repair and properties are often poorly maintained, cluttered with refuse and waste storage areas.

According to building permit information prepared by the Great Falls Community Development Department, the majority of structures in the proposed district were constructed prior to the 1980s and many were constructed in the 1950s. While age alone does not indicate deterioration, permit information indicates that few major improvements have been made in recent decades.

Inappropriate or mixed uses of land or buildings

The eastern edge of the West Bank Urban Renewal District includes portions of West Bank Park, an important recreation and scenic resource for the City of Great Falls. The park is located adjacent to areas that have been blighted by industrial pollution and refuse storage sites. These detract from and diminish the quality of the park. The District includes a number of retail and service establishments, reflective of the land uses on those properties adjacent to the urban renewal district. The presence of heavy industrial activities in close proximity to these less intensive uses creates incompatibilities associated with industrial noise, odor and dust.

The West Bank Urban Renewal District also includes a small number of homes. The presence of heavy industrial sites in close proximity to residences can result in the devaluation of property over time. A review of residential property values within the district indicates that while the land values have increased slightly, the value of improvements has stagnated between 2000 and 2006.

Public Infrastructure/Defective or Inadequate Street Layout

The sewer and water lines within the district were installed primarily in the 1960's and 1970's to serve the commercial and large industrial users in the area. There are also some large sewer trunk lines which traverse the area from south to north. They are generally in good condition and would be able to accommodate new commercial, office and residential development. (See Appendix C, Public Utilities.) The streets that are in the area serve the perimeter of the planning area well, but are virtually non-existent in the interior, especially on the north end of the district. Access is very poor to the area between the River and the railroad tracks. Of the roads that do exist, some require paving, while others should be realigned. The district is characterized by large industrial and heavy commercial uses and in some cases, there is no public access to individual sites via roads. For example, better access is needed to West Bank Park and the new Federal Building that is slated for construction to the north of Central Avenue West. Overall the interior of the area lacks sidewalks, curbs and gutters, landscaping and adequate lighting.

Unhealthy or Unsafe Conditions

The West Bank Urban Renewal District includes the Third Street Northwest Groundwater Site, which is listed on the Montana Comprehensive Environmental Cleanup and Responsibility Act (CECRA) listing of "Mini-Superfund" priority sites. According to the Montana Department of Environmental Quality, contaminants at the site include benzene, toluene, ethylbenzene, xylene, chlorinated solvents and phenols. (Great Falls Tribune, December 16, 2001)

In 2002, the Great Falls Development Authority applied for and obtained a U.S. Environmental Protection Agency (EPA) Brownfields Assessment Grant as a first step in facilitating the redevelopment of the West Bank area. Brownfields are defined as those properties for which the expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. (<http://www.epa.gov/brownfields/>)

The proposal to EPA noted that the potential for in-fill development and reuse of lands in the West Bank area had been “marginalized” by the environmental pollution, creating a “lost opportunity” for reinvestment in the area. (Great Falls Riverfront Redevelopment Project...Final Grant Proposal).

Chapter 4. Goals and Strategies of the West Bank Urban Renewal Plan

This chapter presents the goals and strategies of the West Bank Urban Renewal Plan by category of concern.

Remediation of Environmental Pollutants

The West Bank Urban Renewal District includes the Third Street Northwest Groundwater Site, which is listed on the Montana Comprehensive Environmental Cleanup and Responsibility Act (CECRA) listing of “Mini-Superfund” priority sites. CECRA provides the Montana Department of Environmental Quality with similar authorities as provided under the federal Superfund Act. CECRA ranks these sites as maximum, high, medium, low and operation and maintenance priority based on the severity of contamination at the facility and the actual and potential impacts of contamination to public health, safety, and welfare and the environment. The Third Street Northwest Groundwater Site has been listed with a ranking of medium. (<http://www.deq.state.mt.us/StateSuperfund/index.asp>). According to the Montana Department of Environmental Quality, contaminants at the site include benzene, toluene, ethylbenzene, xylene, chlorinated solvents and phenols. (Great Falls, *Tribune*, December 16, 2001)

In 2002, the Great Falls Development Authority applied for and obtained a U.S. Environmental Protection Agency (EPA) Brownfields Assessment Grant as a first step in facilitating the redevelopment of the West Bank area. Brownfields are defined as those properties for which the expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. (<http://www.epa.gov/brownfields/>). The proposal noted that the grant would help “facilitate development through completion of environmental assessments on properties in the area...and would identify the nature and severity of contamination on the properties and allow for the selection of cleanup remedies”. (*Finding of Blight Report*, 2006)

Cascade County is largely responsible for the removal of contaminants from the Third Street Northwest Groundwater Site which includes the site of the County Shops and Montana Specialty Mills (Figure 7). The clean-up of contaminants should occur sequentially. The clean-up phases are summarized below in Table 2. (Commencement dates, as provided by Cascade County, are approximate.)

Table 2. Remediation Schedule for the Third Street Northwest Groundwater Site		
Phase	Corrective Action	Proposed Date of Commencement
I	Remove contaminants from Cascade County Road and Bridge Department Shop (southern end of property)	November, 2007
II	Remove contaminants from Montana Specialty Mills site	Late, 2008
III	Clean-up Burlington Northern Santa Fe Railroad (BNSF) right of way	2009
IV	Clean-up West Bank Park area	2010
V	Remove contaminants from the Cascade County Solid Waste District Shop (northern end of property)	2007-2008
VI	Clean-up northeast area of County Shop	2007-2008

The *Great Falls Growth Policy* notes that Brownfields are currently “dealt with on a case-by-case basis, with clean-up usually funded as part of the cost of redeveloping the property”. The removal of contaminants in the West Bank Urban Renewal District by Cascade County will enable the property to be redeveloped for non-industrial uses. While the City of Great Falls is not responsible for contaminant removal, the Urban Renewal Plan must reflect the timing of clean-up activities.



Figure 7. Montana Specialty Mills

Goal: Foster development in the West Bank Urban Renewal District in phases with respect to the availability of land following the removal of contaminants.

Strategies:

- Communicate regularly with Cascade County to enable the coordination of development activities as contaminants are removed.
- Work with Cascade County in determining an approach to clean-up non-county properties including the BNSF railroad and West Bank Park.

Public Infrastructure Improvements

Sewer and Water Services

The sewer and water lines within the West Bank Urban Renewal District were installed primarily in the 1960's and 1970's to serve the commercial and large industrial users in the area. There are also some large sewer trunk lines which traverse the area from south to north. They are generally in good condition and would be able to accommodate new development. However, due to the lack of streets, curbs and sidewalks in the area, the storm drain system is inadequate and will have to be addressed.

Goal: Ensure that all land uses within the West Bank Urban Renewal District have safe water supplies, environmentally sound wastewater disposal systems, solid waste recycling/collection programs, and stormwater management systems that protect the public health, safety and welfare." (Great Falls Growth Policy, 2005)

Strategies:

- Work with the City of Great Falls Public Works Department to assure that the sewer and water infrastructure is appropriate for the scale and type of proposed development in the West Bank Urban Renewal District.
- Evaluate the current condition of the storm drain system with respect to proposed development within the West Bank Urban Renewal District and make improvements accordingly.

Area Access – Pedestrian and Vehicular

The streets in the area serve the perimeter of the Urban Renewal District well, but are virtually non-existent in the interior, especially on the north end of the District. Access is very poor to the area between the River and the railroad tracks. Of the roads that do exist, some require paving, while others should be realigned. The District is characterized by large industrial and heavy commercial uses and in some cases there is no public road access to individual sites. Better access is needed to West Bank Park and

the new Federal Building that is slated for construction to the north of Central Avenue West. In addition to the absence of roads within the District, it is difficult to access 3rd Street Northwest and Central Avenue West via a left turn from the existing roads within the District. The entire interior of the District lacks sidewalks, curbs and gutters. (*Finding of Blight Report*)

Goal: Provide a safe, efficient, accessible and cost-effective transportation system that offers viable choices for moving people and goods throughout the West Bank Urban Renewal District. (*Great Falls Growth Policy*)

Strategies:

- Identify and construct road system improvements for the West Bank Urban Renewal District that serve existing and proposed uses and address:
 - Access to and within the District
 - Sidewalks/Trails
 - Curbs
 - Gutters and Storm Drains
- Install traffic control signals and other safety features to improve access at appropriate locations.
- Work with BNSF to identify ways to provide access across the railroad right-of-way for both vehicles and pedestrians.
- Work with BNSF to determine the feasibility of removing the sidetrack rail serving Montana Specialty Mills to accommodate better access to the area.
- Provide for pedestrian access to and within the West Bank Urban Renewal District, providing links to Montana ExpoPark, West Bank Park, River's Edge Trail and nearby residential areas.

Park Development

West Bank Park (Figure 8) is an important area and community resource. Protection and enhancement of the Park is a key component in the redevelopment of the West Bank Urban Renewal District. More particularly, the Park is located within the Primary Impact Area, as defined in the *Great Falls Missouri River Urban Corridor Plan* (2004), "which includes those lands that have strong relationships to the river..." The Plan, which was called for in the 1999 *Great Falls City-County Comprehensive Plan* (now the *Great Falls Growth Policy, 2005*) presents a vision for what is possible in this corridor and includes general recommendations for access to the river, trails and the maintenance of public land. A companion document, the *Missouri River Urban Corridor Inventory & Assessment* (September 2002) characterizes existing conditions in the Corridor and makes recommendations for appropriate stabilization and recreational improvements.

The West Bank Park has also been identified by Great Falls Neighborhood Council #2 as an important neighborhood asset that contributes to the quality of life in the area and ties well to the Montana Expo Park. Area property owners have noted that West Bank Park and the riverfront help contribute to adjacent property values and provide an attractive setting for tenants and customers.



Figure 8. West Bank Park (Missouri River Corridor Plan)

Goal: Maintain and Improve West Bank Park within the West Bank Urban Renewal District.

Strategies:

- Prepare and Implement a Park Improvement Plan that addresses:
 - Pedestrian and Vehicular Access
 - Vegetation and Habitat
 - Trail & Pedestrian Use Within the Park
 - Connections to the River's Edge Trail System
 - Park Amenities and Facilities
 - Maintenance
 - Implementation Tools and Resources
- Work with adjacent property owners and developers to address Park access, visual integration with adjoining development/uses, and maintenance.

Area Design Features, Including Lighting and Landscaping

The *Missouri River Urban Corridor Plan* observes that "...there is a hodgepodge of poor quality design elements. In some areas, Quonset hut-style buildings and other structures of little aesthetic or architectural value, a surplus of unattractive and prominent signage, and a lack of unifying design details like street lighting and landscaping have resulted in a chaotic, unappealing environment. Development of this type discourages investment and upgrade to area properties." Design concepts such as buffering, shared open spaces, connection to public spaces, preservation of river views, street trees, and mixed uses are all encouraged to promote area identity, marketability and area vibrancy.

In addition, the *Great Falls Growth Policy* notes that it is the policy of the City to "encourage and promote street tree planting throughout the community and as a matter of policy, consider street trees as public infrastructure with priorities for preservation, replacement and maintenance".

Landscaping undertaken in association with development of streets, sidewalks and trails will serve to enhance the West Bank Urban Renewal District. In addition, the area will need adequate lighting to provide a safe and welcoming environment.

Goal: Urban Renewal Projects should be designed in a manner that is respectful of the area's natural and cultural setting with particular attention to landscaping and lighting.

Strategies:

- Develop and implement an urban tree planting program for the West Bank Urban Renewal District in association with the development of streets and sidewalks and in conjunction with the City Parks & Recreation Department that defines appropriate species, planting cycles and maintenance. Per the *Great Falls Growth Policy*, the City should prepare and implement a comprehensive planting, management and maintenance plan for street trees in the public rights-of-way.
- Identify an appropriate light standard that can be used throughout the District in conjunction with public improvements and private development.
- Encourage the preparation and adoption by area property owners of area-wide development standards to provide for cohesive development with a unique identity. Such standards could be used by developers when preparing plans and by the City's Design Review Board when considering proposed developments. This could be accomplished through the creation of neighborhood conservation overlay district.

Community and Economic Development

The *Great Falls Growth Policy* identifies a series of economic development goals, including the following that directly relate to the West Bank Urban Renewal District. These are:

- Diversify the base economy
- Enhance, strengthen and expand the existing economic base
- Encourage businesses and industries that will utilize existing infrastructure

The redevelopment of the West Bank Urban Renewal District can strengthen the economic base of Great Falls while taking advantage of existing sewer and water infrastructure within the urban core. This approach helps to counter urban sprawl and the associated costs in providing public services.

Fostering Private Development

The West Bank Urban Renewal Plan calls for public improvements in the West Bank Urban Renewal District in support of new investment. The role of the private sector will be critical in the redevelopment process. Private investments made in the area will, in turn, provide the City with the necessary financial resources (via Tax Increment Financing and other mechanisms) to develop public infrastructure that will contribute to the overall revitalization of the area.

This Urban Renewal Plan provides the necessary administrative structure to direct community resources to renewal activities within the District. However, it will be the private sector that undertakes specific site planning and development activities on privately owned lands. To achieve a high quality of design, representatives of private property owners, including Cascade County and area developers will work together to prepare a development master plan that will reflect the following underlying principles:

- ✓ Public access to West Bank Park and other riverfront parks will be incorporated into area design schemes.
- ✓ Lighting, street design and other landscaping features will be consistent throughout the District. Unifying architectural features and signage is also encouraged.
- ✓ Development will be phased in accordance with the contaminated soils clean-up schedule, as developed by Cascade County and the Montana Department of Environmental Quality.

Goal: Encourage thoughtful, well designed private development activity.

Strategies:

- Encourage the preparation of a development master plan for the West Bank District by property owners and developers that recognizes the sequential nature of the removal of pollutants from the area.
- Encourage the preparation of a development master plan that addresses the various sub-areas within the Urban Renewal District as follows:
 - The area to the south of the Cascade County Shops (including the area south of Central Avenue
 - The area that includes both the Cascade County Shops and the Montana Specialty Mills (MSM)
 - The area to the north of the Shops and MSM
- Consider the use of protective covenants in addition to existing zoning provisions to assure high quality development within the area
- Facilitate thoughtful project design that focuses on enhancing and protecting the area's natural and scenic resources
- Work with the private sector to identify public infrastructure needs for the area.
- Work with BNSF to determine the feasibility of removing the sidetrack rail serving Montana Specialty Mills to create more privately-owned land for development
- Foster cooperative efforts among public and private entities to achieve the goals of the Urban Renewal Plan
- Work with property owners and developers to identify opportunities to realign Bay Drive to facilitate redevelopment

Working in Partnership with Downtown

The City's plan to undertake the renewal of the West Bank District is part of an overall effort to revitalize the City's urban core and to discourage urban sprawl in general. The redevelopment of the West Bank District will serve to both expand and enhance Great Falls' urban center. The proposed private and public investment in the West Bank District will enable the City's core business area to encompass both sides of the Missouri River, taking full advantage of this important asset.

Goal: Coordinate the West Bank Urban Renewal program with ongoing efforts to revitalize Downtown Great Falls.

Strategies:

- Coordinate planning efforts between the West Bank District and Downtown.

- Identify joint activities, such as the creation of transportation and recreation services that connect Downtown and the West Bank District.

Historic/Cultural Resources

Historically, the west side of the Missouri River in Great Falls was the home of Montana's largest gasoline refinery, built by the Great Falls Sunburst Oil and Refinery Company. The refinery began operations in early 1923 along the 300 and 400 blocks of 3rd Street Northwest and was subsequently purchased by the California Eastern Oil Company in 1927. Cascade County took possession of the property in 1936 after California Eastern failed to pay gasoline license taxes and associated delinquent fees. By 1938, Cascade County had constructed its road and bridge department shops at the site (Great Falls, *Tribune*, December 16, 2001). The West Bank District also included the site of the former Montana Brewing Company complex, built in 1893-94, just north of Central Avenue West, along the Missouri River. In 1933, it became the malt plant for the Great Falls Breweries, Inc., which closed in 1968. The last remnants of the site were removed in July, 2006 to make way for a new 54,000 square foot Federal Courthouse (*Sun River News*, July 11, 2006).

Today, there are 51 parcels in the West Bank Urban Renewal District, including a small number of residences and a variety of retail and service oriented businesses, such as, a veterinary clinic, J Bar T Tavern, and the Cowboy's Bar. Overall, the West Bank District is undergoing a transition from heavy industrial uses to commercial and retail uses, reflective of development that is occurring on adjacent properties, particularly along 3rd Street NW/SW. As this transition continues, it will be important to take stock of the remaining historic properties and to plan carefully for their interpretation, preservation and appropriate integration into area development. For example, the Montana Cowboy's Association is interested in having the Cowboy's Bar and associated museum placed on the National Register of Historic Places. (See Figure 9, below.) Additionally, the Missouri River and Sacagawea Island are important natural, cultural and historic resources that should be included in any area assessments. Other properties may be eligible for listing as well. Most federal and state grant programs require applicants to address potential impacts on properties eligible for listing in the National Register. An inventory of historic resources would help assure more thoughtful development.

Goal: Assess, preserve and interpret historic and cultural resources within the West Bank Urban Renewal District.

Strategies:

- Conduct an inventory of historic and cultural resources within the West Bank Urban Renewal District
- Work with private property owners to preserve historic sites
- Develop a pedestrian oriented interpretive program to include information concerning:
 - Existing sites of historic or cultural interest
 - Former occupants of the area
 - Environmental history of the area
 - History of the River



Figure 9. Cowboy's Bar

Natural Resources

The Missouri River and the associated West Bank Park are the defining features of the West Bank Urban Renewal District. Not only do these resources make the area more attractive for investment and overall community renewal, but they are intrinsic to the quality of life in the City of Great Falls and the surrounding region. They offer scenic and recreational opportunities for both residents and visitors to Great Falls.

The area along the River has undergone a significant transition. As recently as 20 years ago, the current West Bank Park was the site of a construction waste dump. The area was “reclaimed” through a major effort to remove the waste and restore the river front area, providing an important recreation resource for the people of Great Falls. The Park is now part of the city wide park system and a key component of the public corridor along the Missouri River.

The Missouri River Urban Corridor Plan identifies guiding principles and “communicates a vision for economic vitality” associated with the River while, at the same time recognizing “that the River is a vital part of a large ecosystem and that the environmental integrity of the River must be protected.” The following Urban Renewal Plan Goal is taken directly from the *Missouri River Urban Corridor Plan*.

Goal: Promote beneficial, sustainable economic development that utilizes the River as an amenity while preserving and enhancing its ecological integrity and asset values.

Strategies

- Restore, enhance and protect water quality, natural shoreline vegetation and wetlands in association with improvements to West Bank Park and the River’s Edge Trail
- Assure that the environmental health of the River will not be compromised by development
- Work with property owners to develop shoreline protection programs in conjunction with their development activities

Chapter 5. Planning Approach – The Defining Elements

The design and implementation of the West Bank Urban Renewal Plan is being undertaken in a manner that is reflective of sound public policy and thoughtful planning. To this end, a number of “defining” elements have been identified that will characterize the projects and activities undertaken in connection with the revitalization and redevelopment of the West Bank area.

Sub Area Planning – Phased Development

The West Bank Urban Renewal District is likely to be developed in stages. The sequential nature of the removal of contaminants from the area currently occupied by the County Shops and Montana Specialty Mills will dictate, to some extent, which lands are redeveloped first. Given that the removal of contaminants will not be completed for approximately three years, the areas to the north and south of the Third Street Northwest Groundwater Site will likely be developed first. The building of the new Federal Courthouse to the south and the new Walgreens Pharmacy to the north provide examples of likely development patterns. Private development and public infrastructure improvements should be designed in a manner that will allow for phased implementation.

Thoughtful Design

The location of the West Bank Urban Renewal District, adjacent to the Missouri River and West Bank Park, requires that projects are designed in a manner that is sensitive to the area’s natural resources. The River and the Park add value to the lands within the District by providing an aesthetically pleasing environment within which reinvestment can occur. Urban renewal projects should serve to complement these resources rather than create a development pattern that diminishes their value. Thoughtful, well-designed development will, in turn, enhance the natural setting, drawing additional investment.

Intergovernmental Cooperation

The successful implementation of the West Bank Urban Renewal Plan will rely on cooperation between the City of Great Falls, Cascade County and the State of Montana. Cascade County, over the next several years, will be working with the Montana Department of Environmental Quality to address contaminated soils in the central portions of the West Bank Urban Renewal District. Following clean-up, the County will exercise its options regarding redevelopment of its properties. It will be important for Cascade County to be involved with other property owners in the West Bank Urban Renewal District, as well as the City of Great Falls in planning for the District’s redevelopment. The County’s participation in the development master planning

process for the area will be particularly critical. The proximity of the Montana Expo Park with the Renewal District is also a key factor in redevelopment. The Expo Park provides an important area asset that can help contribute to the District's revitalization.

Public Investment

The revitalization of the West Bank Urban Renewal District will require cooperation between the public and private sectors. As noted above, the City of Great Falls intends to invest in public infrastructure improvements in order to foster private investment. Public improvement projects will be undertaken in support of private development and with respect to area master plans developed by area property owners and investors. Funding for public infrastructure improvements will come from a number of sources including, but not limited to Tax Increment Financing (TIF). Specific projects will be undertaken in accordance with the Montana Urban Renewal Law, 7-15-42 and 7-15-43, MCA.

Planning Consistency

Conformity with the Growth Policy

This Urban Renewal Plan must conform to the Great Falls, *Growth Policy*, adopted in 2005, per 7-15-4213, MCA. Where appropriate, specific reference has been made to the *Growth Policy*, particularly in Chapter 4 of this Plan. *On February 27, 2007, the Great Falls City Planning Board reviewed this Urban Renewal Plan and found it to be in conformance with the Growth Policy, per statutory requirements.*

Other Planning Documents

In the preparation of the West Bank Urban Renewal Plan, a variety of other planning documents were consulted to assure that the Urban Renewal Plan would work in concert with other efforts to plan for the future of Great Falls. These included:

- Missouri River Urban Corridor Inventory and Assessment (2002)
- Great Falls Area Transportation Plan (2003)
- Missouri River Urban Corridor Plan (2004)

Chapter 6. Implementation

The West Bank Urban Renewal Plan sets a direction for redevelopment and revitalization of the West Bank Urban Renewal District. Upon its adoption, this Plan will serve as the official policy guide for public action. However, these policies can only be transformed to action through an effective implementation program. Key to implementation will be sound processes of administration, financing and program evaluation.

Administration

The administration of the redevelopment effort outlined in this plan will be the responsibility of the Great Falls City Commission. Under 7-15- 4232, the City Commission may choose to create a separate urban renewal agency or authorize an existing department to implement this Urban Renewal Plan. However, it is the intent of the Commission to retain the responsibility and authority for administering the West Bank Urban Renewal Program. Various city departments will be authorized by the Commission to undertake specific tasks associated with implementation as necessary.

Each year the City of Great Falls, or the authorized department will prepare an annual work program and budget and will list the activities and costs of the activities for the coming fiscal year, as well as the method of financing those activities. This program and budget may be amended during the course of the fiscal year, in light of funding and program changes. All budgets and revised budgets shall be reviewed and approved by the City of Great Falls. Urban renewal activities undertaken by the City of Great Falls will be in accordance with Montana State statute. (See specific provisions below.)

7-15-4233. Powers which may be exercised by urban renewal agency or authorized department. (1) In the event the local governing body makes such determination, such body may authorize the urban renewal agency or department or other officers of the municipality to exercise any of the following urban renewal project powers:

- (a) to formulate and coordinate a workable program as specified in [7-15-4209](#);
- (b) to prepare urban renewal plans;
- (c) to prepare recommended modifications to an urban renewal project plan;
- (d) to undertake and carry out urban renewal projects as required by the local governing body;
- (e) to make and execute contracts as specified in [7-15-4251](#), [7-15-4254](#), [7-15-4255](#), and [7-15-4281](#), with the exception of contracts for the purchase or sale of real or personal property;
- (f) to disseminate blight clearance and urban renewal information;
- (g) to exercise the powers prescribed by [7-15-4255](#), except the power to agree to conditions for federal financial assistance and imposed pursuant to federal law relating to salaries and wages shall be reserved to the local governing body;
- (h) to enter any building or property in any urban renewal area in order to make surveys and appraisals in the manner specified in [7-15-4257](#);
- (i) to improve, clear, or prepare for redevelopment any real or personal property in an urban renewal area;
- (j) to insure real or personal property as provided in [7-15-4258](#);
- (k) to effectuate the plans provided for in [7-15-4254](#);
- (l) to prepare plans for the relocation of families displaced from an urban renewal area and to coordinate public and private agencies in such relocation;
- (m) to prepare plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;
- (n) to conduct appraisals, title searches, surveys, studies, and other preliminary plans and work necessary to prepare for the undertaking of urban renewal projects;
- (o) to negotiate for the acquisition of land;
- (p) to study the closing, vacating, planning, or replanning of streets, roads, sidewalks, ways, or other places and to make recommendations with respect thereto;
- (q) to organize, coordinate, and direct the administration of the provisions of this part and part 43;
- (r) to perform such duties as the local governing body may direct so as to make the necessary arrangements for the exercise of the powers and performance of the duties and responsibilities entrusted to the local governing body.

(2) Any powers granted in this part or part 43 that are not included in subsection (1) as powers of the urban renewal agency or a department or other officers of a municipality in lieu thereof may only be exercised by the local governing body or other officers, boards, and commissions as provided under existing law.

Program Funding

Tax Increment Financing Provision

The implementation of the West Bank Urban Renewal Plan will include the use of Tax Increment Financing (TIF). Under Section 7-15-4282 of the Montana Urban Renewal Law communities may establish tax increment districts for the purposes of revitalizing blighted neighborhoods and central business districts. Tax increment financing directs new property tax dollars resulting from increases in the market value of real property to the area where the real property is located. The base property tax (before any improvements to real property) continues to be distributed to the local governments and school districts. However, tax dollars that accrue from increases in property values (from rehabilitation, new construction, etc.) are available for urban renewal projects as defined by the Montana Urban Renewal Law. More particularly, costs which may be paid using TIF dollars are included in 7-15-4288, MCA. (See Appendix D.)

A tax increment program is authorized for 15 years or longer if the tax increment revenue is pledged to the payment of tax increment bonds. 7-15-4289, MCA provides for the use of tax increments for bond payments. The tax increment may be pledged to the payment of the principal of premiums, if any, and interest on bonds which the municipality may issue for the purpose of providing funds to pay such costs.

The City of Great Falls will establish a Tax Increment Financing program for the West Bank Urban Renewal District, as defined in Chapter 2 of this Urban Renewal Plan. The base year for the purposes of measuring any incremental value will be January 1, 2007.

Per 7-15-4291, MCA, the City of Great Falls may enter into agreements with the other affected taxing bodies to remit to such taxing bodies any portion of the annual tax increment not currently required for the payment of the costs listed in 7-15-4288, MCA or pledged to the payment of the principal of premiums, if any, and interest on bonds.

Other Financing Mechanisms

There are a number of financial assistance programs that can be used in the revitalization of the West Bank Urban Renewal District in addition to Tax Increment Financing. Financing strategies for addressing urban renewal needs identified in this Plan will likely include combining various funding sources. For example, a local special improvement district might be used in combination with a Montana Board of Investment Intercap loan to match federal or state dollars. The following is a summary of programs available to fund urban renewal projects

Transportation Infrastructure

This section describes funds and funding sources that are available to finance urban renewal transportation related projects. These funding methods, such as local option taxes, improvement districts and other types of bonds, enable local citizens to participate in funding projects. In general, however, the ability to use additional property tax levies to fund urban renewal is governed by Montana Statute under 15-10-402 MCA that limits taxes to 1996 levels.

A. Bridge and Road Mills (Property Taxes)

Montana law provides for cities (7-14-4101, MCA) to manage transportation infrastructure. Counties are specifically responsible for all the bridges in a county, including those within cities and towns, except those managed by the Montana Department of Transportation. Municipalities may establish a city road fund under 7-14-4113 MCA.

B. Transportation Improvement Authority

Established under 7-14-1001, MCA, the purpose of a transportation improvement authority is to blend the interests of local, state, and federal governments with the interests of the general public and the business community to build, modify, or improve transportation facilities and systems within its jurisdiction. A county and a municipality within a county may, by joint resolution, create a transportation improvement authority. The Authority may enter into contracts and accept local, state, federal and private funds to undertake transportation projects.

C. Community Transportation Enhancement Program

Under 23 USC 133 (d) (2) (Federal Code) 10 percent of the Surface Transportation Program monies are awarded to each state for transportation enhancements. Montana is unique in that enhancements are made available to communities under the Community Transportation Enhancement Program (CTEP) administered by the Montana Department of Transportation. The MDT distributes these funds for all counties and cities that are 1st, 2nd, and 3rd class cities, and tribal governments. Local governments are responsible for providing the required 13 percent of project costs as non-federal match for their transportation enhancement projects.

In order to receive funding, transportation enhancement projects must be included in the local Transportation Improvement Program (TIP) and the Statewide Transportation Improvement Program. Eligible CTEP categories include:

- Pedestrian and bicycle facilities
- Historic preservation

- Acquisition of scenic easements and historic or scenic sites
- Archaeological planning and research
- Mitigation of water pollution due to highway runoff or reduce vehicle-caused
- Wildlife mortality while maintaining habitat connectivity
- Scenic or historic highway programs including provisions of tourist and welcome center facilities
- Landscaping and other scenic beautification
- Preservation of abandoned railway corridors (including the conversion and use for bicycle or pedestrian trails)
- Rehabilitation and operation of historic transportation buildings, structures or facilities (including railroads)
- Control and removal of outdoor advertising
- Establishment of transportation museums
- Provisions of safety and educational activities for pedestrians and bicyclists

Projects addressing these categories and that are linked to the transportation system by proximity, function or impact, and where required, meet the "historic" criteria, may be eligible for enhancement funding. For example, where an historic bridge must be replaced because of structural deficiencies, enhancement funds might be used to preserve the original bridge as part of an interpretive trail.

D. State Fuel Tax

Under 15-70-101, MCA, Montana assesses a tax of \$.27 per gallon on gasoline and diesel fuel used for transportation purposes. Each incorporated city and town receives a portion of the total tax funds allocated to cities and towns based on:

- 1) The ratio of the population within each city and town to the total population in all cities and towns in the State;
- 2) The ratio of the street mileage within each city and town to the total street mileage in all incorporated cities and towns in the State. The street mileage is exclusive of the Interstate, National Highway, and Primary Systems.

All fuel tax funds allocated to city governments must be used for the construction, reconstruction, maintenance, and repair of rural roads or city streets and alleys. Priorities for the use of these funds are established by the cities receiving them.

Debt Financing – All Types of Projects

Cities can make use of various kinds of debt financing to fund urban renewal projects. These include general obligation bonds, special improvement district bonds and

revenue bonds as well as Tax Increment Financing Bonds. Debt financing enables local governments to finance major infrastructure projects using future revenue from special assessments, user fees, and other forms of revenue. Under 7-7-4101, MCA, a city or town council has power to incur indebtedness by borrowing money, issuing bonds, issuing notes, entering into leases, entering into lease-purchase agreements, or entering into installment purchase contracts for the following purposes:

- (1) acquiring land for and designing and erecting public buildings;
- (2) acquiring land for and designing and constructing sewers, sewage treatment and disposal plants, waterworks, reservoirs, reservoir sites, and lighting plants;
- (3) supplying the city or town with water by contract and the construction or purchase of canals or ditches and water rights for supplying the city or town with water;
- (4) designing and constructing bridges, docks, wharves, breakwaters, piers, jetties, and moles;
- (5) acquiring, opening, or widening any street and improving the street by constructing, reconstructing, and repairing pavement, gutters, curbs, and vehicle parking strips and to pay all or any portion of the cost relating to the project;
- (6) purchasing or leasing fire apparatus, street and other equipment, and personal property, including without limitation, vehicles, telephone systems, and photocopy and office equipment, including computer hardware and software;
- (7) building, purchasing, designing, constructing, and maintaining devices intended to protect the safety of the public from open ditches carrying irrigation or other water;
- (8) funding outstanding warrants and maturing bonds; and
- (9) repaying tax protests lost by the city, town, or other municipal corporation.

The local government incurs various administrative costs in conjunction with issuing bonds. These costs include the retention of legal counsel and financial consultants, the establishment of reserve funds and the preparation of the prospectus and various required documents. These bonds provide tax-free interest earnings to purchasers and are therefore subject to detailed scrutiny under both state and federal law. The citations in the Montana Code are listed below, for each type of bond described.

A. *Special Improvement Districts*

Under 7-12-4101, MCA, cities and towns can create special improvement districts for a number of activities including:

- The acquisition, construction or reconstruction of public streets and roads
- The acquisition, construction or reconstruction of sidewalks, culverts, bridges, gutters, curbs, steps and parks including the planting of trees

- The construction or reconstruction of sewers, ditches, drains, conduits, and channels for sanitary or drainage purposes, with outlets, cesspools, manholes, catch basins, flush tanks, septic tanks, connecting sewers, ditches, drains, conduits, channels, and other appurtenances
- The construction of sewer and water systems including fire hydrants
- The acquisition and improvement of land to be designated as public park or open-space land
- The conversion of overhead utilities to underground locations in accordance with 69-4-311 through 69-4-314, MCA
- The purchase, installation, maintenance, and management of alternative energy production facilities

B. General Obligation Bonds

General obligation bonds are backed by the full faith and credit of the city and must be approved by the voters in an election. General obligation bonds are generally payable from ad valorem taxes (based on the value of property) and expressed in mills. General obligation bonds are attractive to bond buyers because they have voter approval and are not as vulnerable to fluctuations in revenue. Cities are assigned a bond debt limit based on a percentage of taxable valuation. General obligation bonds must fall within this limit.

C. Revenue Bonds

Under 7-7-4401, MCA, a city or town may issue revenue bonds to finance any project or activity authorized

Railroad Crossing Related Programs

A. STPRP - Rail/Highway Crossing Protective Devices Program

The purpose of the Federal Rail/Highway Crossing – Protective Devices Program is to identify high hazard rail crossing sites and install new rail crossing signals. MDT's Rail - Highway Safety manager is responsible for surveying, identifying and prioritizing those railroad crossings that require new protective devices or upgrading of existing devices. The funds are distributed on a statewide basis determined by a priority list ranked by a hazard index. The Federal/State ratio is 90% Federal and 10% State.

B. STPRR - Rail/Highway Crossing Elimination of Hazard Program

The purpose of the Federal Rail/Highway Crossing – Elimination of Hazard Program is to identify high hazard rail crossing sites and construct new rail/highway grade crossings. The program also uses funds to rehabilitate existing grade separations.

Grade separation projects are funded with 90% Federal funds and 10% State funds. Since funding for this program is limited, STPRR funds are often used in combination with other Federal funding sources to fund costly grade separation projects.

Eligible expenditures include the separation or protection at grade crossings, reconstruction of existing crossings and relocation of highways to eliminate crossings.

Projects for this program are selected by identifying those sites where only a grade separation will eliminate an identified hazard or where an existing grade separation exists but needs rehabilitation or replacement.

Funding for Public Improvements (Sewer, Water, Roads, Community Facilities, Parks)

A. Treasure State Endowment Program ~ Montana Department of Commerce

The Montana Treasure State Endowment Program (TSEP) is a state-funded program, authorized under 90-6-701 through 710, MCA, and is administered by the Montana Department of Commerce (MDOC). It is designed to assist local governments in financing capital improvements to sewer and water facilities. Funds are derived from the Montana coal severance tax and made available to local governments as matching grants, loans and grant/loan combinations. TSEP also provides matching grants of up to \$15,000 to local governments for preliminary engineering study costs.

TSEP funds may not be used for annual operation and maintenance; the purchase of non-permanent furnishings; or for refinancing existing debt, except when required in conjunction with the financing of a new TSEP project. Grant requests cannot exceed \$500,000 and the local government must typically provide a dollar for dollar match that can include other grant funds. Matching funds can be public or private funds provided by a TSEP applicant to directly support the cost of eligible project activities. There are a number of ways in which local governments can provide matching funds for bridge projects. Eligible types of matching funds include:

- local general funds or other cash;
- proceeds from the sale of general obligation, revenue, special assessment or other bonds;
- entitlement or formula-based federal or state funds such as federal highway funds or payments in lieu of taxes;
- loan or grant funds from a state or federal program (including TSEP loans);
- funds expended for engineering studies, reports, and plans, or other reasonable expenses expended for the preparation of the application, directly related to the proposed project during the period 24 months prior to the TSEP application deadline;

- funds expended after the TSEP application deadline, but before being approved by the Legislature, for project management, final engineering design, and other reasonable expenses necessary to prepare the project as proposed in the TSEP application for the construction phase;
- the value of land or materials provided by the applicant, if appraised within a two-year period preceding the application deadline. The appraisal must be:
 - an impartially written statement that adequately describes the land or materials, and states an opinion of defined value as of a specific date;
 - supported by an analysis of relevant market information; and
 - prepared by a qualified appraiser independent from the applicant.
- the value of labor performed by the applicant's employees on the proposed project, after the TSEP project has been approved for funding and a TSEP contract has been signed, as long as the employee is paid at his or her standard hourly rate of pay and the time worked is adequately documented; and
- the value of machinery used in the process of constructing the project that is owned (or leased) and operated by the applicant. The value of the use of the machinery will be determined using the Federal Emergency Management Agency (FEMA) equipment rate schedules.

B. The Montana Intercap Program ~ Montana Board of Investments

The INTERCAP Program is a low cost, variable-rate program that lends money to Montana local governments, state agencies and the university system for the purpose of financing or refinancing the acquisition and installation of equipment or personal and real property and infrastructure improvements. The Board of Investments issues tax-exempt bonds and loans the proceeds to eligible borrowers. In addition to long-term financing, INTERCAP is an excellent source for interim financing.

Funding is always available with no specific cycle. Allocations of \$200,000 and under are considered and approved by the Board of Investments staff. Allocations in excess of \$200,000 are considered and approved by the Board. Funds are released on an on-going basis as the project is completed. The program provides loans at a variable rate plus a one percent loan origination fee on loans over one year and for a term of 5 or 10 years depending on the borrower's legal authority. Short-term loans of less than a year are also available. Interest and principal payments are due bi-annually (February 15 and August 15 of each year). Loans may be pre-paid without penalty with 30 days notice. Types of financing include installment purchase loans, general fund loans, general obligation bonds, revenue bonds and special improvement district and rural improvement district bonds. Gas tax revenues may not be used to service debt. Projects that will use rural improvement district payments to cover the annual debt are

limited to a total loan of \$300,000. Intercap funds may be used in association with other grant and loan programs as well as local sources.

C. Community Development Block Grant (CDBG)- US Department of Urban Development (HUD)

This program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; [42 U.S.C.-5301 et seq.](#)

HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons. A grantee may also carry out activities which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet these broad national objectives.

Eligible grantees are as follows:

- principal cities of Metropolitan Statistical Areas (MSAs);
- other metropolitan cities with populations of at least 50,000; and
- qualified urban counties with populations of at least 200,000 (excluding the population of entitled cities) are entitled to receive annual grants.

HUD determines the amount of each entitlement grant by a statutory dual formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas. CDBG funds may be used for activities which include, but are not limited to:

- acquisition of real property;
- relocation and demolition;
- rehabilitation of residential and non-residential structures;
- construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes;
- public services, within certain limits;
- activities relating to energy conservation and renewable energy resources; and
- provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities.

D. Public Works Program ~ Economic Development Administration

The Economic Development Administration (EDA) is an agency within the U.S. Department of Commerce. The purpose of the Public Works Program is to assist communities with the funding of public works and development facilities that contribute to the creation or retention of private sector jobs and to the alleviation of unemployment and underemployment. Such assistance is designed to help communities achieve lasting improvement by stabilizing and diversifying local economies, and improving local living conditions and the economic environment of the area.

Grants are awarded up to a participation level of 80 percent but the average EDA grant covers approximately 50 percent of project costs. Acceptable sources of match include cash, local general obligation or revenue bonds; Community Development Block Grants, TSEP grants and loans, entitlement funds, Rural Development loans; and other public and private financing, including donations.

Projects must result in private sector job and business development in order to be considered for funding. Eligible applicants under this program include any state, or political subdivision thereof, Indian tribe (and other U.S. political entities), private or public nonprofit organization or association representing any redevelopment area if the project is within an EDA-designated redevelopment area. Redevelopment areas, other than those designated under the Public Works Impact Program must have a current EDA-approved Overall Economic Development Program (OEDP) in place.

E. Water, Wastewater and Solid Waste Action Coordinating Team

In 1982, a group of professionals from state, federal, and non-profit organizations that finance, regulate, or provide technical assistance for community water and wastewater systems, decided to start meeting in order to coordinate and enhance their efforts. This group calls itself the "Water, Wastewater and Solid Waste Action Coordinating Team"

or W2ASACT for short. W2ASACT meets several times a year to find ways to improve our state's environmental infrastructure. All of the programs represented in W2ASACT have different missions and meet unique needs. However, it has been the common elements shared by the funding programs that have been the driving force of W2 SACT. These programs provide money (grants or loans), take applications from communities to fund their projects, and administer those monies once the project is funded. While W2ASACT cannot change all of the state or federal requirements, it can identify unnecessary duplication of requirements that make compliance difficult for communities.

Voluntary Programs

In some cases, homeowner associations, business groups or other property owners may finance urban renewal projects voluntary basis.

West Bank Urban Renewal Program Evaluation

The West Bank Urban Renewal Plan will be evaluated on a yearly basis in conjunction with the preparation of the annual report. Measures that may be used in evaluating program success include:

- Increases in the property tax base
- Creation of jobs within the Urban Renewal District
- Elimination of blighted conditions
- The extent of redevelopment in previously contaminated areas
- Use of the public spaces within the District including the West Bank Park and the riverfront trail system

Success will also be measured in terms of the overall guiding principles noted in Chapter 1 of this plan and restated here:

- The plan for the West Bank Urban Renewal District should foster economic development and job creation.
- The improvement of the overall environmental quality of the West Bank Urban Renewal District is critical.
- Protection and enhancement of West Bank Park and the Missouri River, which form the eastern boundary of the District are key in the redevelopment of the West Bank Urban Renewal District.

The plan provides flexibility to accommodate a variety of approaches. However, changes over time may necessitate more formal amendments to the Urban Renewal Plan. The Urban Renewal Plan may be modified by ordinance under 7-15-4221, MCA.



Figure 10. Urban Renewal Area from the north

APPENDIX A. RESOLUTION OF BLIGHT

RESOLUTION 9626

A RESOLUTION DECLARING A BLIGHTED AREA EXISTS WITHIN THE CITY OF GREAT FALLS, MONTANA AND THAT THE REDEVELOPMENT OF THAT AREA IS NECESSARY IN THE INTEREST OF PUBLIC HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS OF GREAT FALLS AND TO DETERMINE THE BOUNDARIES OF THAT AREA

WHEREAS, the State of Montana has provided for the redevelopment of those portions of its cities which constitute a menace to public health and safety, constitute an economic and social liability and substantially impair the sound growth of a municipality; and,

WHEREAS, the procedure provided in Title 7, Chapter 15, Parts 42 and 43 of the Montana Codes Annotated authorizes municipalities to exercise statutory urban renewal powers for redevelopment and rehabilitation through urban renewal plans and projects, after the municipality has made a finding that a blighted area exists that substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodations; constitutes an economic or social liability and/or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use; and,

WHEREAS, on November 8, 2006, the City Commission directed the study to determine the existence of blight within the urban area; and,

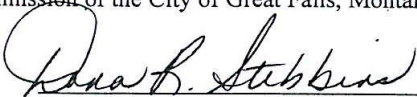
WHEREAS, the City of Great Falls has conducted the study (attached as Exhibit "A" to this Resolution) to determine the existence of blight in an area known as the West Bank and generally described as bounded on the West by 3rd Street NW/SW, on the East by the center line of the Missouri River, on the North by a point just north of 14th Avenue NW and on the South by a point just south of 5th Avenue SW and excludes any unincorporated property, as of October 2006, and in particular found:


1. Physical deterioration of buildings and properties
 - o Many of the structures in the defined area are in poor repair and properties are poorly maintained. Building permit information indicates that the majority of existing structures have not been substantially improved for at least twenty years.
2. Inappropriate or mixed uses of land or buildings
 - o The presence of existing heavy industrial uses within the defined area is incompatible with retail, commercial, residential and parkland development. This land use conflict has proven to be a disincentive to the improvement of properties within the area by private enterprise.
3. Defective street layout
 - o Much of the area is without streets, sidewalks, curbs, or gutters resulting in poor traffic circulation and storm drainage problems.
4. Unsanitary and unsafe conditions
 - o Portions of the defined area are included in the list of priority sites maintained by the Montana Department of Environmental Quality under the Comprehensive Environmental Cleanup and Responsibility Act (CECRA) and are designated a Brownfield site as defined by the U.S. Environmental Protection Agency. Contamination on the site is associated with historic industrial activity and has affected both the soil and groundwater and threatens to contaminate the Missouri River.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA;

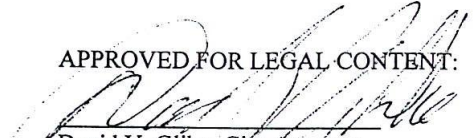
That the City Commission finds that blight exists within the City of Great Falls in the area described in Exhibit "A" of this Resolution under the definition contained in Section 7-15-4206 (2), M.C.A. and that rehabilitation and redevelopment of such area (pursuant to the Montana Urban Renewal Law) is necessary and desirable in the interest of the public health, safety, and welfare of the residents of the City of Great Falls and that this rehabilitation and redevelopment be made with a commitment to quality improvement and a commitment to property owner and community involvement in decision making.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 5th day of December, 2006.


Dona R. Stebbins, Mayor

ATTEST:

Peggy J. Bourne, City Clerk

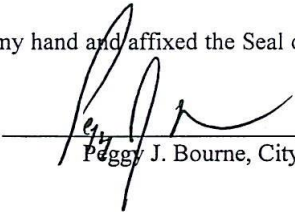
(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, City Attorney

State of Montana)
County of Cascade :ss
City of Great Falls)

I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9626 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 5th Day of December, 2006, wherein it was approved by said Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 5th day of December, 2006.

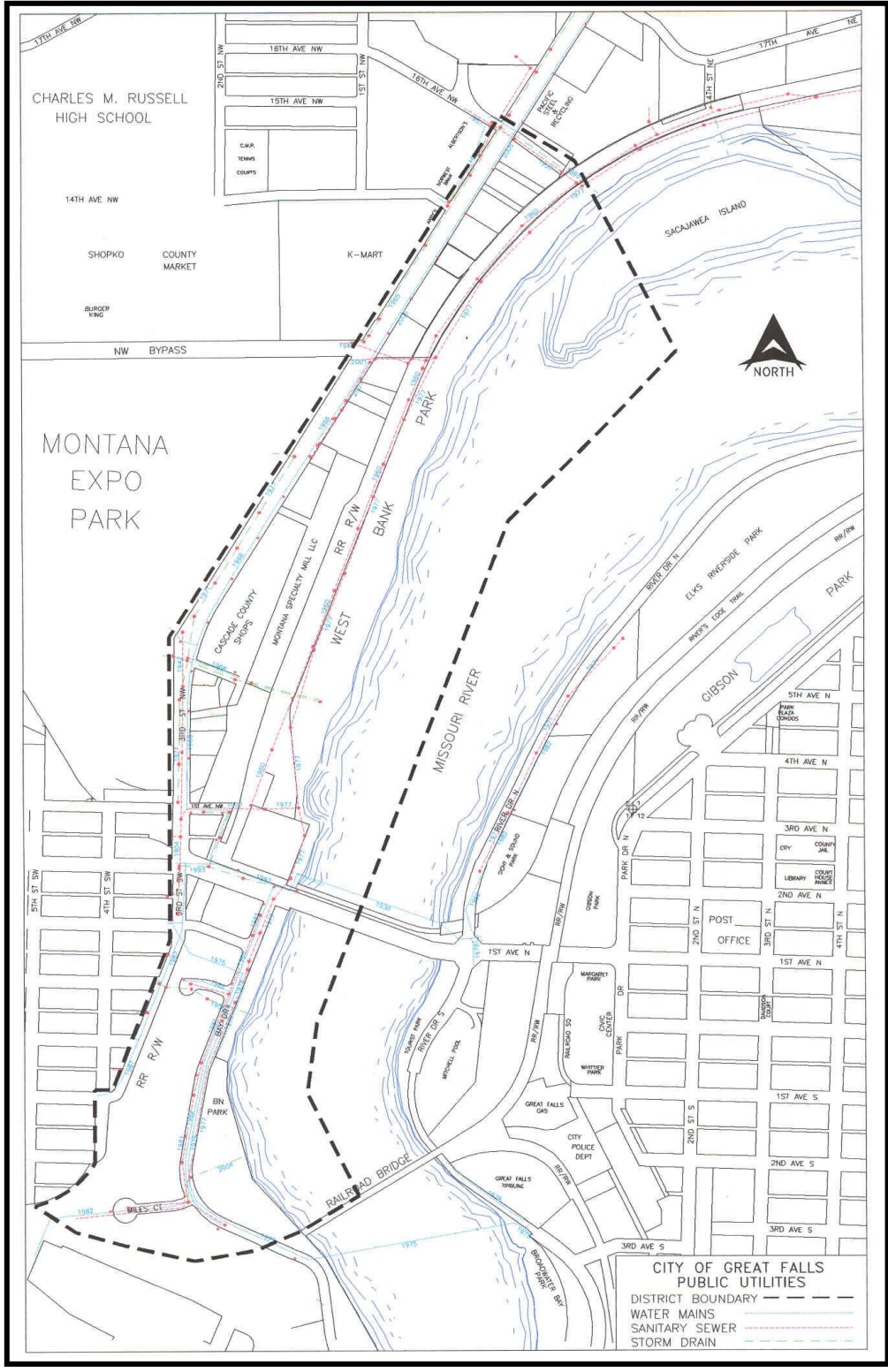

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

APPENDIX B – WEST BANK URBAN RENEWAL DISTRICT PARCEL DATA

OWNER OF RECORD	BUSINESS NAME/OCCUPANCY	STREET
GRH GLENWOOD LLC ETAL	WALGREENS (under construction)	3RD ST NW
CITY OF GREAT FALLS	SACAJAWIA ISLAND	
GRH GLENWOOD LLC ETAL	WALGREENS (under construction)	
GRH GLENWOOD LLC ETAL	WALGREENS (under construction)	3RD ST NW
ROGERS JEWELERS INC ETAL	ROGERS JEWELERS	3RD ST NW
BYPASS PROPERTY LLC (Outside City Limits)	BREEN OIL COMPANY	3RD ST NW
HENDERSON MICHAEL S & WILLIAM L	JOHNSON DISTRIBUTING	3RD ST NW
HENDERSON MICHAEL S & WILLIAM L		3RD ST NW
HENDERSON MICHAEL S ETAL		3RD ST NW
HENDERSON MICHAEL S ETAL		3RD ST NW
HILL RUSSELL & CATHERINE B		3RD ST NW
STOCKMAN BANK OF MONTANA	STOCKMAN BANK OF MONTANA	3RD ST NW
KRALICH JOANNE		
MONTANA SPECIALTY MILLS LLC	MONTANA SPECIALTY MILLS LLC	3RD ST NW
JOHNSON MOLLIE L ETAL	J BAR T INC	3RD ST NW
CASCADE COUNTY	CASCADE COUNTY SHOP COMPLEX	3RD ST NW
MONTANA COWBOYS ASSOCIATION INC	COWBOY'S BAR	3RD ST NW
MONTANA COWBOYS ASSN INC	COWBOY'S BAR	3RD ST NW
MONTANA COWBOYS ASSOCIATION	COWBOY'S BAR	4TH AVE NW
TALCOTT JAMES CONSTRUCTION INC		1ST AVE NW
FALLCAMP LLC		3RD ST NW
MITCHELL DEVELOPMENT & INVESTMENTS LLC		CENTRAL AVE W
FALLCAMP LLC		
FALLCAMP LLC		3RD ST NW
TALCOTT PROPERTIES LLC		3RD ST NW
TALCOTT JAMES CONSTRUCTION CO		
BURLINGTON NORTHERN SANTA FE RAILROAD CO	RIGHT OF WAY	BAY DR
CITY OF GREAT FALLS (West Bank Park - South End)	WEST BANK PARK	PARK-WEST BANK
SCHUMAN HENRY & ALICE		3RD ST NW
HIGH PLAINS PIZZA INC		3RD ST NW
MYHRE ADVERTISING		CENTRAL AVE W
MONTANA DEPT OF TRANSPORTATION	RIGHT OF WAY	
BUMBARGER FRED & PATRICIA S	PAYLESS FURNITURE	CENTRAL AVE W
HOLMAN GRAIN (Brick Building)		BAY DR
JORGENSEN ROBERT F JR		2ND AVE SW
HOLMAN GRAIN COMPANY		
HOLMAN GRAIN COMPANY		BAY DR
OKSNESS BERT		2ND AVE SW
BN LEASING CORPORATION		
ROBERTSON ENTERPRISES LLC		BAY DR
MARTIN JOHN L		2ND AVE SW
CITY OF GREAT FALLS (BN Park)	BN PARK	PARK-GARDEN HOME
BN LEASING CORPORATION		BAY DR
BURLINGTON NORTHERN SANTA FE RAILROAD CO		
MONTANA ELECTRIC COOPERATIVES ASSO ETAL	MONTANA ELECTRIC COOPERATIVES ASSOC.	BAY DR
BURLINGTON NORTHERN SANTA FE RAILROAD CO		BAY DR
BN LEASING CORPORATION		
BN LEASING CORPORATION		MILES CT
BN LEASING CORPORATION		
BN LEASING CORPORATION		
BN LEASING CORPORATION		
CITY OF GREAT FALLS (West Bank Park - North End)	WEST BANK PARK	

APPENDIX C. PUBLIC UTILITIES IN THE WEST BANK URBAN RENEWAL DISTRICT



APPENDIX D

ALLOWABLE USES OF TAX INCREMENT FUNDS




(Note: This is under revision by the 2007 Montana Legislature)

7-15-4288. Costs that may be paid by tax increment financing. The tax increments may be used by the municipality to pay the following costs of or incurred in connection with an urban renewal project, industrial infrastructure development project, technology infrastructure development project, or aerospace transportation and technology infrastructure development project:

- (1) land acquisition;
- (2) demolition and removal of structures;
- (3) relocation of occupants;
- (4) the acquisition, construction, and improvement of infrastructure, industrial infrastructure, technology infrastructure, or aerospace transportation and technology infrastructure that includes streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and offstreet parking facilities, sewers, sewer lines, sewage treatment facilities, storm sewers, waterlines, waterways, water treatment facilities, natural gas lines, electrical lines, telecommunications lines, rail lines, rail spurs, bridges, spaceports for reusable launch vehicles with associated runways and launch, recovery, fuel manufacturing, and cargo holding facilities, publicly owned buildings, and any public improvements authorized by parts 41 through 45 of chapter 12, parts 42 and 43 of chapter 13, and part 47 of chapter 14 and items of personal property to be used in connection with improvements for which the foregoing costs may be incurred;
- (5) costs incurred in connection with the redevelopment activities allowed under [7-15-4233](#);
- (6) acquisition of infrastructure-deficient areas or portions of areas;
- (7) administrative costs associated with the management of the urban renewal area, industrial district, technology district, or aerospace transportation and technology district;
- (8) assemblage of land for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the municipality itself at its fair value;
- (9) the compilation and analysis of pertinent information required to adequately determine the infrastructure needs of secondary, value-adding industries in the industrial district, the needs of a technology infrastructure development project in the technology district, or the needs of an aerospace transportation and technology infrastructure development project in the aerospace transportation and technology district;
- (10) the connection of the urban renewal area, industrial district, technology district, or aerospace transportation and technology district to existing infrastructure outside the district;
- (11) the provision of direct assistance, through industrial infrastructure development projects, technology development projects, or aerospace transportation and technology infrastructure development projects, to secondary, value-adding industries to assist in meeting their infrastructure and land needs within the district; and
- (12) the acquisition, construction, or improvement of facilities or equipment for reducing, preventing, abating, or eliminating pollution.

West Bank N. Phase

Legend

-  Jersey Mike's Subs
-  SpringHill Suites by Marriott Great Falls
-  Stockman Bank



Commission Meeting Date: January 17, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Alternative Project Delivery Contract Award – General Contractor Construction Manager Services: Water Treatment Plant Solids Mitigation Project, OF 1698.1

From: Public Works Department, Engineering Division

Initiated By: Public Works Department, Engineering Division

Presented By: Jesse Patton, City Engineer

Action Requested: Award a General Contractor Construction Manager (GCCM) contract to Sletten Construction Company for Construction Services for the Water Treatment Plant (WTP) Solids Mitigation Project

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a General Contractor Construction Manager (GCCM) Construction Contract to Sletten Construction Company for Construction Services at a Guaranteed Maximum Price (GMP) of \$11,110,162.00 for the Water Treatment Plant Solids Mitigation Project, and authorize the City Manager to execute the agreement documents.”
2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission award a GCCM Construction Contract to Sletten Construction Company for Construction Services for the Water Treatment Plant Solids Mitigation Project, OF 1698.1.

This recommendation is submitted concurrently with a separate recommendation to award a Professional Services Agreement (PSA) to Advanced Engineering and Environmental Services (AE2S) for engineering construction phase services for the project. Staff recommends that the City Commission award both the AE2S Construction Phase Services PSA and the Sletten GCCM Construction Contract concurrently.

Background:

A. The Project

The Great Falls Water Treatment Plant (WTP) treats surface water from the Missouri River via conventional flocculation, sedimentation, and filtration treatment processes. Residual solids, generally referred to as sludge, are generated from the primary/secondary clarification basins and clarification of

filter backwash during the water treatment process. Currently, sludge is handled by either immediate discharge to the Wastewater Treatment Plant or onsite storage and thickening ponds. In the winter months, residual solids are discharged directly into the sanitary sewer collection system.

In 2015-2016, the City retained Advanced Engineering and Environmental Services (AE2S) to evaluate the existing WTP residuals management procedures and perform an alternative analysis that evaluated and recommended potential improvements. The evaluation recommended an overhaul of the existing storage pond system and construction of a screw press dewatering system, a new building to house the equipment, and site improvements to provide truck access to haul extracted solids off site. The project has an estimated payback period of 25 to 30 years.

B. The Project Delivery Method – Competitive Solicitation & Selection Process

In September of 2021, the City Commission approved a *Professional Services Agreement* with AE2S for Design Phase Services for the WTP Solids Mitigation Project. Based on their experience with similar projects, AE2S advised that the City's Project would be a good candidate for an Alternative Project Delivery Contract as specifically allowed for under §§ 18-2-501 *et seq.*, MCA. Rather than utilize the traditional Design-Bid-Build (DBB) project delivery method, the Alternative Project Delivery method of General Contractor Construction Management (GCCM) allows for a range of benefits including a more aggressive project completion schedule, early procurement of construction materials, and opportunities for managing project risk and negotiating the project price.

On January 4, 2022, the City Commission approved Resolution 10438 to make detailed written findings that the WTP Solids Mitigation Project met the appropriate statutory criteria under § 18-2-502, MCA to allow for the use of the GCCM alternative project delivery method. Staff then initiated a competitive process for soliciting proposals from qualified firms interested in serving as GCCM for the Project and established a process for scoring those proposals based on the statutory criteria required for the award of a GCCM Contract § 18-2-503, MCA. The competitive solicitation process resulted in Sletten Construction Company as the top ranking candidate and on June 7th, 2022, the City Commission awarded them a GCCM Phase One Preconstruction Services Contract.

C. Contract Award Recommendation

The project has successfully progressed through the design phase and the second component of the GCCM contract structure – a Contract for Construction Phase Services – is being brought to the City Commission for review and approval. Formal bids for the project were received on December 7th, 2022, and the resultant Guaranteed Maximum Price (GMP) for the construction phase of the project is not to exceed \$11,110,162.00. Substantial completion of the project is set to March 1st, 2024. Additional details are described in the accompanying GMP Agreement.

Significant Impacts: The work to be undertaken for the WTP Solids Mitigation Project will result in substantial improvements and efficiencies for the City's water treatment operations. In addition, the successful utilization and implementation of the proposed alternative project delivery method will establish a foundation for the City's future utilization of alternative project delivery methods on projects where it may be warranted by time constraints, scope and/or complexity.

Workload Impacts: There are no foreseen adverse impacts to workloads for City staff with the approval of this item. Public Works staff will continue to provide project management and collaboration support for the project in the same manner as a traditional DBB project.

Fiscal Impacts: The WTP Solids Mitigation Project has been selected, prioritized and executed in accordance with the Public Works Capital Improvements Program.

Citizen Participation: Citizens will have the opportunity to provide public comment on the recommended award of the GCCM Construction Contract to Sletten Construction during the City Commission meeting at which this Agenda Report item is presented.

Alternatives: The Commission could choose not to award a GCCM contract to Sletten Construction Company. In that event, staff would request that AE2S revise the design documents and facilitate bidding to pursue delivery of the project through a traditional DBB approach at an unknown additional cost.

Concurrences: The Public Works Department and the Legal Department support the recommended contract award.

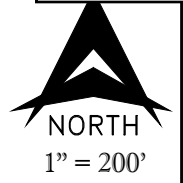
Attachments/Exhibits:

Project Vicinity Map

Guaranteed Maximum Price Agreement

GCCM Construction Contract

General Conditions of the Contract available upon request



P:\Engineering\inspector\Mark Juras\1 - Projects\1698.1 WTP Solids Mitigation Facility\CAD\VICINITY MAP.dwg



WATER TREATMENT PLANT SOLIDS MITIGATION PROJECT

VICINITY MAP

OF 1698.1

01-17- 277

GREAT FALLS WATER TREATMENT PLANT SOLIDS MITIGATION IMPROVEMENTS PROJECT, OF 1698.1

**1301 LOWER RIVER ROAD
GREAT FALLS, MT 59405**

GUARANTEED MAXIMUM PRICE AGREEMENT

December 27, 2022

Sletten is pleased to provide this GMP proposal for the Great Falls Water Treatment Plant Solids Mitigation Improvements Project. The total GMP proposal amount is **\$11,110,162** (eleven million one hundred ten thousand one hundred sixty two dollars and zero cents). Additive and Deductive Bid Alternates are identified within the attached Project Cost Summary. The attached summary also includes the corresponding cost breakdown for the 30% and 60% design budget estimates.

This GMP narrative is issued by Sletten Construction as the General Contractor/Construction Manager (GC|CM) for the City of Great Falls.

The GMP is based on the following documents:

- 1) Great Falls WTP Solids Mitigation Improvements Drawings, OF 1698.1 dated October 2022, as prepared by AE2S.
- 2) Great Falls WTP Solids Mitigation Improvements Project Manual, OF 1698.1 dated October 12, 2022, as prepared by AE2S.
- 3) Geotechnical Engineering Report – Great Falls Water Treatment Plant (WTP) Solids Mitigation Facility dated February 24, 2022, as prepared by Terracon Consultants, Inc.
- 4) Memorandum No. 1 – Supplemental Geotechnical Services – Great Falls Water Treatment plant (WTP) Solids Mitigation Facility, dated October 19, 2022, as prepared by Terracon Consultants, Inc.
- 5) Addenda:
 - a. Addendum No. 1 dated October 31, 2022 as prepared by AE2S
 - b. Addendum No. 2 dated November 4, 2022 as prepared by AE2S
 - c. Addendum No. 3 dated November 7, 2022 as prepared by AE2S
 - d. Addendum No. 4 dated November 11, 2022 as prepared by AE2S
 - e. Addendum No. 5 dated November 20, 2022 as prepared by AE2S
 - f. Addendum No. 6 dated November 30, 2022 as prepared by AE2S
- 6) GFWTP Solids Questions and Clarifications Log Responses Thru 11/30/22, as issued to all bidders by Sletten Construction within Technical Bulletin No. 6, dated December 1, 2022.
- 7) GFWTP Solids Mitigation OF 1698.1 Project Schedule, Dated October 14, 2022 as prepared by Sletten Construction.
 - a. Notice of Award: January 16, 2023 (TBD following acceptance of GMP by Owner)
 - b. Mobilization: April 10, 2023
 - c. Substantial Completion: March 1, 2024
 - NOTE: See additional schedule items within scope of work clarifications below.
- 8) Technical Bulletins:
 - a. TB-01 dated October 25, 2022 as prepared by SCC
 - b. TB-02 dated November 2, 2022 as prepared by SCC
 - c. TB-03 dated November 8, 2022 as prepared by SCC
 - d. TB-04 dated November 15, 2022 as prepared by SCC
 - e. TB-05 dated November 22, 2022 as prepared by SCC
 - f. TB-06 dated December 1, 2022 as prepared by SCC

SCOPE OF WORK CLARIFICATIONS:

This GMP includes construction of the Great Falls Water Treatment Plant Solids Mitigations Improvements Project. The Scope of Work/Supply for each bid package referenced below was issued to all bidders within Technical Bulletin No. 02, dated November 2, 2022, and Technical Bulletin No. 04, dated November 15, 2022. This narrative is to supplement the Agreement between Sletten Construction and the City of Great Falls. See below clarifications by division.

DIVISION 1 – For division 1 clarifications, reference the attached overhead breakdown within the Pricing Structure (Tab 6) of the response to the Request for Qualifications and Proposals for GCCM Services for the City of Great Falls Water Treatment Plant Residual Solids Mitigations Project (OF. 1698.1), Dated April 21, 2022.

- The above referenced proposal provided pricing for the General Conditions of the contract for a duration of 12 months. As illustrated in the project construction schedule referenced above, the total project duration includes 12 months of onsite construction (following mobilization) and 3 additional months of administration of contracts, submittals, and material procurement. This GMP includes the cost of 3 additional months of project administration prior to mobilization to the site.
- The Construction Agreement and General Conditions presented within contract documents provided during bidding period were utilized for bid purposes only. This GMP is contingent upon mutually agreeable terms to the Agreement and General Conditions with Sletten Constructions comments provided on 12/13/22.
- Product/equipment/material assumptions clarified within this list of clarifications have been provided as a basis of establishment of this GMP. Any resulting cost increase from change of the clarified product is considered a change in scope and is to be compensated from the design contingency.
- This GMP was developed on the sequence of work and construction schedule referenced above. An increase in the duration establishing these Substantial Completion and Final Completion dates will impact total GMP value.
- The location of the dewatering building was revised during the bid advertisement process to avoid conflict with the flood plain boundary. This GMP includes procurement of a permit to work within the flood plain only. Any additional requirements resulting in alteration of typical construction sequence are excluded from this GMP.
- This GMP excludes all Special Inspections and Owner QA/QC testing. Special Inspections to be provided by owner. Sletten Construction has included materials testing as required by technical specifications only.
- This GMP does not include any allowance for material escalation. Sletten Construction anticipates execution of purchase orders and subcontracts with all major vendors and subcontractors within the 60-day price hold acknowledged on the bid forms. Any escalation that is unable to be resolved with contract terms is to be compensated from project construction contingency.
- Gross Receipt Tax (GRT) and the GCCM fee has not been applied to the contingency included within this GMP. GRT and the GCCM fee will be applied to the work performed under the construction contingency within payment applications and cost proposals.

DIVISION 2

- Includes Earthwork and Site Improvements, as described in Bid Package 02A, by M&D Construction.
- Includes construction of a temporary construction access at the South end of the project site, as illustrated within Technical Bulletin No. 02. Discussions with the MDT during the Preconstruction Phase of this project provided preliminary concurrence with this approach. Construction of the temporary access will be performed by M&D Construction. Sletten Construction will provide administration of general traffic control and permitting for the duration of the project.
- The existing 30" transmission main, paralleling the east edge of pond 3, is assumed to have restrained fittings. Sletten Construction anticipates exposing portions of this pipe during excavation of the dewatering building. This GMP does not include any additional restraint of this pipe during excavation.
- A hazardous materials assessment was not performed for this project. Sletten Construction does not anticipate disturbance of hazardous materials during performance of this contract. Any abatement, training, containment, or additional effort resulting from encountering of hazardous materials is excluded from this GMP.
- Sheet C105 specifies regrading of existing berm. This GMP includes 6" of gravel surfacing within the region identified by keyed note 7.

- This GMP includes an allowance for a new gate within Alternate No. 2. The allowance is based on a general verbal description, by the Owner and Engineer, of a new dual lift gate for 25 ft roadway width. A quotation will be solicited upon receipt of detailed description of gate and control requirements.
- Ground water was not identified in any of the bore logs provided within the project geotechnical report. Sletten Construction has included costs to dewater excavation resulting from surface water only. Dewatering of excavations resulting from groundwater entrance is excluded from this GMP.
- Includes Landscape and Irrigation Improvements, as described in Bid Package 02B, by Greenup Landscape & Sprinklers.

DIVISION 3

- Includes supply and installation of Bid Package 03 – Concrete by Sletten Construction.
- Joint sealants were not specified at joints between precast double tee roof structure panels. This GMP excludes sealants and backer between precast roof panels.
- This GMP includes a blend of three standard manufacturer brick colors for the face of architectural precast wall panels.
- This GMP does not include recessed electrical boxes or ducts within the architectural precast wall panels.
- This GMP includes “as-cast” finish for interior face of architectural wall panels.

DIVISION 5

- Includes supply and install of handrail, stairs, and railing per plans and specifications.
- Supply and installation of division 5 items will be performed by Sletten Construction within Bid Package 03.

DIVISION 6

- Includes construction of cold formed steel stud plumbing wall within bathroom per plans and specifications.
- Drawings did not specify any ceiling construction type within the bathroom. This GMP includes cold formed steel stud ceiling joists with painted gypsum board.

DIVISION 7

- Includes supply and installation of the roof system within Bid Package 07 – Roofing, by Summit Roofing.
- Roof system for this project was specified with a plywood substrate. The membrane manufacturer will not warrant their system with a plywood substrate. This GMP includes a roof system utilizing a dens deck substrate.
- The specified roof slope results in a maximum insulation depth near 28” in thickness. Fasteners of this length are not available for mechanical attachment to the roof deck. This GMP includes an adhered system in lieu of mechanical attachment.
- A fire rating was not indicated for any areas within the building. This GMP does not include any fire proofing, fire blocking, or fire rated assemblies that may result from code reviews.

DIVISION 8

- Includes supply and installation Bid Package 08A: Doors, Frames, and Hardware by Sletten Construction.
- Includes supply and installation of Bid Package 08B: Overhead Doors by Door Systems of Montana.
- This GMP includes supply and installation of manually operated 24ga Raynor Duracoil IF doors in the size and configuration specified on sheet A801 (matching coiling doors provided on previous projects at this site). Specification section 08333 – Overhead Sectional Doors does not match the door type called out on sheet A108.
- Includes supply and installation of Bid Package 08C: Aluminum Windows & Glazing by TC Glass.
- No bids were received for Bid Package 08C at the bid opening on 12/7/22. A quotation was received between bid opening and submission of this GMP.
- This GMP does not include any security hardware within doors or frames.

DIVISION 9

- Includes supply and installation of Bid Package 09 – Coatings by McGurran Precision Painting.
- This GMP does not include any abatement or repair of existing floor or wall coatings within room where travelling screen is to be removed and replaced.

DIVISION 10

- Includes supply and installation of Division 10 items as identified in plans and specifications and drawings.
- Fire Extinguishers were not included within specification or drawings. This GMP includes an allowance for fire extinguishers of the value provided in the attached cost breakdown.
- Signage was not identified within specifications or drawings. This GMP includes an allowance for signage of the value provided in the attached cost breakdown.

DIVISION 11

- Includes supply and installation of Bid Package 11A – Mechanical & Equipment by Sletten Construction.
 - o The existing 30” transmission main piping is in condition capable of a hot tap. This GMP does not include replacement of any portions of the 30” transmission piping for connection to the new hydrant or dewatering building water service.
 - o Owner to provide chemicals for startup of the polymer injection system.
 - o Owner to provide dry condition for replacement of valves at existing sedimentation basin drains per note 6 on sheet E001.
 - o Replacement of the Traveling Screen has been developed based on the following conditions:
 - Use of existing overhead crane within building.
 - Existing screen is not grouted in place.
 - Screen can fit through existing doorway without removal of frame.
 - Traveling screen, as specified, will fit in place without modification of existing concrete channel and slab.
 - Screen installation date to be mutually agreeable between owner and Sletten Construction. This GMP does not include storage of traveling screen equipment. Installation is to occur upon delivery.
 - Owner to perform lockout-tagout procedure of existing screen equipment prior to installation.
 - Owner to provide onsite location for disposal of any sediment required to be removed from screen channel.
 - o This GMP does not include any cost for divers to assist with drying out traveling screen channel.
 - o This GMP includes dewatering of the traveling screen channel up to a continuous 200GPM with discharge into the manhole located approximately 30 feet from the building. Owner to provide power and connection for four (4) 220v pumps and address any discharge requirements downstream of this location. Dewatering costs account for operation by Sletten Construction during working hours only.
- Includes supply of Bid Package 11B – Travelling Screen by Atlas-SSI, Inc.
 - o The submitted bid for package 11B did not include supply bond cost. Upon verification with vendor, additional cost for supply bond has been included within this GMP.
- Includes supply of Bid Package 11C – Screw Press by FKC Co.
 - o Two bids were received for Bid Package 11C. FKC Co. was not the low bidder for supply of the screw press only; however, submitted Dewatered Solids Conveyance Systems (Specification Section 11235) were specific to each brand of screw press. FKC Co. was the lowest bidder upon evaluation of the combined screw press and conveyor package.
 - o NOTE: Supply and installation of the dewatered solids conveyance system is included within bid package 11A.
- Includes supply of Bid Package 11D – Gravity Thickener by ClearStream.
 - o ClearStream was not specifically listed as an approved manufacturer within Specification Section 11240 – Gravity Thickening Equipment. The manufacturer has confirmed the proposed equipment meets all performance criteria of this specification.
- This GMP does not include costs to store equipment and offsite. Equipment storage at manufacturers location is considered acceptable for payment of stored materials.

DIVISION 14

- Includes supply and installation of Bid Package 14 – Overhead Cranes by Anderson Service.

DIVISION 15

- Includes supply and installation of Bid Package 15 – Plumbing & HVAC by Brennan Heating & Cooling.
 - o Evaluation of the submitted bid concluded that the gas and water services were not included between the dewatering building and point of connection. This GMP includes the additional cost for supply and installation of these utility services to the Dewatering Building.
- A fire suppression system is not specified within project contract documents. This GMP does not include any fire suppression systems.

DIVISION 16

- Includes supply and installation of Bid Package 16 – Electrical by Northern Valley Electric.
- Sheet E002, issued within Addendum No. 5, indicates new fiber optic conduit extending from 050-LV-JBOX2 to BR-LV3. The pre-bid site visit confirmed that there is available conduit for the cable at this location. This GMP includes installation of new fiber optic cable in existing duct at this location.
- This GMP includes new duct bank from duct junction to dewatering building as noted on sheet E005, issued in Addendum No. 5. New conductor will be routed through existing conduit in remainder of power feed route.
- The electrical bid provided by Northern Valley Electric did not include the cost of the electrical permit. The cost of the Electrical Permit (City of Great Falls) has been included within this GMP.
- Sheet M603 specifies Electric Unit Heaters to be supplied within electrical package. No specifications were provided for this equipment. This GMP includes heaters of the following type and size: MRLY HUH548SA Unit Heaters and MRLY FRA40203F wall heater.
- Sheet S104 shows the location of the overhead crane system specified within Division 14. Electrical drawings do not specify a power supply and disconnect for the crane. This GMP includes a standard disconnect, conduit and conductor for 480v power supply, and termination to the crane system in the southwest corner of the screw press room nearest the runway beam.
- This GMP includes duct bank excavation utilizing standard excavation practices with location of existing utilities identified by the Owner. This GMP does not include any hydro-vac excavation for trenching or location of existing utilities.

Possible value engineering options were presented within multiple bid packages. Value engineering options were not used for evaluation of bids. Implementation of any of the presented options can be discussed following acceptance of this GMP.

A complete project cost breakdown is attached to this GMP for your reference.

For questions regarding this GMP, please do not hesitate to contact me directly.

Best Regards,



Matt Popa
Project Manager / Sletten Construction
(406) 454-6439
mpopa@sletteninc.com

Attachments:

- 1) GMP Project Cost Summary, Dated December 27, 2022
- 2) Detailed Project Cost Breakdown, Dated December 27, 2022
- 3) TAB-6, Pricing Structure, of the Sletten Construction Pre-Construction Services Proposal dated April 21, 2022.

(End of GMP Narrative)

Sletten Construction			12-Aug-22		23-Sep-22		27-Dec-22		
GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS									
Division	Description		30% Budget Estimate	30% Bid Alternates	60% Budget Estimate	60% Bid Alternates	CHANGE FROM 30%	90% DESIGN: GMP	90% Bid Alternates
1	Division 0	ADDITIONAL OVERHEAD							
2		OVERHEAD BETWEEN NOA & NTP						\$ 76,950	
3									
4		Total Division 0	\$ -	\$ -	\$ -	\$ -		\$ 76,950	\$ -
5	Division 1	General Requirements							
6	01300	SUBMITTALS		IN OH		IN OH			IN OH
7	01400	CONTRACTOR QUALITY CONTROLS/OWNER QUALITY ASSURANCE	\$ 90,000		\$ 90,000		\$ -		ON EACH
8	01570	CONSTRUCTION TRAFFIC CONTROL		IN OH		IN OH		\$ 44,700	
9	XXXXX	PERMITS	\$ 33,000		\$ 35,700		\$ 2,700	\$ 46,256	
10								IN 02A & 11	
11		Total Division 1	\$ 123,000	\$ -	\$ 125,700	\$ -	\$ 2,700	\$ 90,956	\$ -
12	Division 2	Site Work						IN 02A & 11	
13	---	SITE DEMO & SALVAGE	\$ 176,000		\$ 21,200		\$ (154,800)	IN 02A	
14	---	SITE DEMO & SALVAGE NEW ACP & GATE ALT		N/A		\$ 154,800	\$ 154,800	IN 02A	
15	---	GATE ALLOWANCE (ALT #2)						ALT #2	\$ 87,400
16	02210	GEOTEXTILES		IN E/W		IN E/W		IN 02A	
17	02113	ADJUSTING OF EXISTING MANHOLES, LAMPHOLES, INLETS, VALVE BOXES AND HYD		IN E/W		IN E/W		IN 02A	
18	02221	TRENCH EXCAVATION AND BACKFILL FOR PIPELINES		IN E/W		IN E/W		IN 02A & 11A	
19	02225	FLOWABLE FILL		IN E/W		IN E/W		IN 02A	
20	02235	CRUSHED BASE COURSE		IN E/W		IN E/W		IN 02A	
21	02502	ASPHALT PRIME AND/OR TACK COAT		IN ACP		IN ACP		IN 02A	
22	02510	ASPHALT CONCRETE PAVEMENT	\$ 72,600			\$ 79,000	\$ 6,400	IN 02A	
23	02528	CONCRETE CURB AND GUTTER	\$ 5,800		\$ 3,300		\$ (2,500)	IN 02A	
24	02529	CONCRETE SIDEWALKS, DRIVEWAYS, APPROACHES, CURB TURN FILLETS, VALLEY	\$ 97,500		\$ 57,600		\$ (39,900)	IN 02A	
25	02660	WATER DISTRIBUTION		IN MECH		IN MECH		IN 15	
26	02720	STORM DRAIN SYSTEMS		N/A		N/A		IN 02A	
27									
28		Total Division 2	\$ 351,900	\$ -	\$ 82,100	\$ 233,800	\$ (36,000)	\$ -	\$ 87,400
29	Division 1	General Requirements							
30	01011	SUMMARY OF WORK		N/A		N/A			N/A
31	01019	CONTRACT MODIFICATION PROCEDURES		IN OH		IN OH			IN OH
32	01027	APPLICATION FOR PAYMENT		IN OH		IN OH			IN OH
33	01039	COORDINATION AND MEETINGS		IN OH		IN OH			IN OH
34	01045	CUTTING AND PATCHING		IN DEMO		IN DEMO			ON EACH
35	01453	CODE REQUIRED SPECIAL INSPECTION		BY OWNER		BY OWNER			BY OWNER
36	01500	TEMPORARY FACILITIES AND CONTROLS		IN OH		IN OH			IN OH
37		TEMP HEAT & COVER							159,560
38	01555	STAGING AND STOCKPILING AREAS	\$ 110,500		\$ 142,000		\$ 31,500		192,146
39	01600	MATERIAL AND EQUIPMENT		ON EACH		ON EACH			ON EACH
40	01650	STARTING AND ADJUSTING		ON EACH		ON EACH			ON EACH
41	01700	CLOSEOUT PROCEDURES		IN OH		IN OH			IN OH
42	01730	OPERATION AND MAINTENANCE DATA		IN OH		IN OH			IN OH
43	01750	DEMONSTRATION AND TRAINING		ON EACH		ON EACH			ON EACH
44									
45		Total Division 1	\$ 110,500	\$ -	\$ 142,000	\$ -	\$ 31,500	\$ 351,706	\$ -
46	Division 2	Site Work							
47	XXXXX	BID PACKAGE 02A - EARTHWORK	\$ 478,800		\$ 478,800		\$ -		IN 02A
48		02A-1: SUPPLY & INSTALL STORM DRAIN						\$ 28,800	
49		02A-2: EXC. STRUCT FILL, GENERAL SITE FILL & GRADING						\$ 444,800	
50		02A-3: SUPPLY & INSTALL FOUNDATION DRAIN						\$ -	
51		02A-4: SUPPLY & INSTALL SITE CONCRETE						\$ 89,400	
52		02A-A: SUPPLY & INSTALL PAVING						ALT #2	\$ 54,600
53		02A-B: EARTHWORK FOR GATE IMPROVEMENTS						ALT #2	\$ 17,150
54	02607	MANHOLES AND STRUCTURES	\$ 17,400		\$ 17,600		\$ 200	IN 02A & 11A	
55	02704	PRESSURE AND LEAKAGE TESTING	\$ 14,800		\$ 14,800		\$ -	IN 02A & 11A	
56	02675	DISINFECTION OF DISTRIBUTION SYSTEM	\$ 10,000		\$ 10,000		\$ -	IN 02A & 11A	
57	02940	IRRIGATION	\$ 3,000		\$ 3,000		\$ -	IN 02B	
58	02960	SODDING AND FERTILIZING	\$ 14,400		\$ 20,400		\$ 6,000	IN 02B	
59		SITE RESTORATION						\$ 23,400	
60		BID PACKAGE 02B - LANDSCAPING						\$ 32,300	
61		02B-1: SUPPLY & INSTALL LANDSCAPE						IN 02B	
62		02B-2: SUPPLY & INSTALL IRRIGATION COMPLETE						\$ 17,450	
63		02B-A: SUPPLY & INSTALL LANDSCAPE FOR GATE IMPROVEMENTS						ALT #2	\$ 9,000
64		02B-B: SUPPLY & INSTALL IRRIGATION FOR GATE IMPROVEMENTS						ALT #2	\$ 6,600
65									
66		Total Division 2	\$ 538,400	\$ -	\$ 544,600	\$ -	\$ 6,200	\$ 636,150	\$ 87,350
67	Division 3	Concrete							
68		BID PACKAGE 03 - CONCRETE						IN 03	
69		03-1: SUPPLY & INSTALL CAST-IN-PLACE CONCRETE						\$ 1,243,500	
70		03-2: SUPPLY & INSTALL PRECAST CONCRETE						\$ 1,456,700	
71		03-3: SUPPLY & INSTALL MISC. STEEL & ROUGH CARPENTRY COMPLETE						\$ 55,000	
72		03-A: SUPPLY & INSTALL PRECAST WITHOUT THIN BRICK (DEDUCT)						ALT #3	\$ (93,800)
73	03200	CONCRETE REINFORCING	\$ 165,000		\$ 189,000		\$ 24,000	IN 03	
74	03300	CAST-IN-PLACE CONCRETE	\$ 344,300		\$ 641,400		\$ 297,100	IN 03	
75	03300	PRECAST CONCRETE	\$ 2,143,700		\$ 1,751,600		\$ (392,100)	IN 03	
76	03310	PRECAST CONCRETE - DEDUCT ALT FINISH		N/A			\$ (30,000)	IN 03	
77	03600	GROUTING		IN PRECAST		IN PRECAST		IN 03	
78									
79		Total Division 3	\$ 2,653,000	\$ -	\$ 2,582,000	\$ (30,000)	\$ (101,000)	\$ 2,755,200	\$ (93,800)
80	Division 4	Masonry							
81	04200	MASONRY		N/A		N/A			N/A
82									
83		Total Division 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Sletten Construction			12-Aug-22		23-Sep-22		27-Dec-22		
GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS			30% Budget Estimate	30% Bid Alternates	60% Budget Estimate	60% Bid Alternates	CHANGE FROM 30%	90% DESIGN: GMP	90% Bid Alternates
Division	Description								
84	Division 5	Metals							
85	05120	STRUCTURAL STEEL FRAMING		N/A	N/A	N/A		\$	-
86	05140	STEEL JOIST FRAMING		N/A	N/A	N/A		\$	N/A
87	05180	STEEL DECKING		N/A	N/A	N/A		\$	N/A
88	05500	METAL FABRICATIONS	\$	-	\$	-		\$	IN 03
89	---	BASE BID	\$	47,300	\$	48,500	\$	1,200	IN 03
90	---	2ND SCREW PRESS ALTERNATE				25,000		\$	IN 03
91	05510	METAL STAIRS	\$	23,900	\$	8,000	\$	(15,900)	IN 03
92	05520	METAL RAILINGS	\$	9,000	\$	11,300	\$	2,300	IN 03
93									
94		Total Division 5	\$	80,200	\$	67,800	\$	(12,400)	\$ - \$ -
95	Division 6	Wood, Plastic and Composites							
96	06100	ROUGH CARPENTRY		N/A	N/A	N/A		\$	-
97	06500	FINISH CARPENTRY AND ARCHITECTURAL WOODWORK		N/A	N/A	N/A		\$	N/A
98	06710	FIBERGLASS REINFORCED GRADING		IN METAL FAB	IN METAL FAB	IN METAL FAB		\$	N/A
99	XXXXX	COLD FORMED STEEL FRAMING & GYP		IN METAL FAB	IN METAL FAB	IN METAL FAB		\$	4,300
100									
101		Total Division 6	\$	-	\$	-	\$	-	\$ 4,300 \$ -
102	Division 7	Thermal and Moisture Protection							
103		BID PACKAGE 07 - ROOFING						\$	208,600
104	07210	THERMAL INSULATION		IN BELOW	IN BELOW	IN BELOW		\$	IN 07
105	07250	WEATHER BARRIERS	\$	180,600	\$	149,800	\$	(30,800)	IN 07
106	07411	METAL ROOF PANELS		N/A	N/A	N/A		\$	N/A
107	07600	SHEET METAL FLASHING AND TRIM	\$	50,000	\$	36,000	\$	(14,000)	IN 07
108	07720	ROOF ACCESSORIES		IN WEATHER BARRIERS	IN WEATHER BARRIERS	IN WEATHER BARRIERS		\$	IN 07
109	07920	JOINT SEALANTS	\$	3,900	\$	3,900	\$	-	ON EACH
110									
111		Total Division 7	\$	234,500	\$	189,700	\$	(44,800)	\$ 208,600 \$ -
112	Division 8	Openings							
113	08110	STEEL DOOR AND FRAMES	\$	68,900	\$	147,600	\$	78,700	IN 08A
114		BID PACKAGE 08A - DOORS, FRAMES, & HARDWARE						\$	85,100
115	08330	OVERHEAD COILING ALUMINUM DOORS	\$	50,000	\$	50,000	\$	-	IN 08B
116		BID PACKAGE 08B - OVERHEAD DOORS						\$	33,700
117	08340	FLOOR ACCESS DOORS AND HATCHES	\$	7,200	\$	14,300	\$	7,100	IN 03
118	08710	FINISH HARDWARE	\$	3,500	\$	4,000	\$	500	IN 08A
119	08800	GLASS AND GLAZING	\$	30,500	\$	56,000	\$	25,500	IN 08C
120		BID PACKAGE 08C - ALUMINUM WINDOWS & GLAZING						\$	IN 08C
121		08C-1: SUPPLY & INSTALL ALUMINUM WINDOWS COMPLETE						\$	29,000
122		08C-2: SUPPLY & INSTALL GLAZING COMPLETE						\$	-
123	08900	LOUVERS	\$	12,000	\$	12,000	\$	-	IN 15
124									
125		Total Division 8	\$	172,100	\$	283,900	\$	111,800	\$ 147,800 \$ -
126	Division 9	Finishes							
127		BID PACKAGE 09 - COATINGS						\$	IN 09
128		09-1: PROCESS COATINGS						\$	13,900
129		09-2: INTERIOR & EXTERIOR BUILDING COATINGS						\$	90,000
130	09900	PAINTING AND COATING	\$	25,000	\$	25,000	\$	-	IN 09
131	09910	PAINTING (PIPING, MATERIALS, AND EQUIPMENT)	\$	50,000	\$	50,000	\$	-	IN 09
132									
133		Total Division 9	\$	75,000	\$	75,000	\$	-	\$ 103,900 \$ -
134	Division 10	Specialties							
135	10425	SIGNAGE	\$	3,400	\$	3,400	\$	-	\$ 6,000
136	10440	FIRE PROTECTION SPECIALTIES	\$	2,400	\$	2,400	\$	-	\$ 4,800
137	10780	TOILET ACCESSORIES		IN PLUMBING	IN PLUMBING	IN PLUMBING		\$	1,345
138	10990	MISCELLANEOUS SPECIALTIES	\$	20,000	\$	-	\$	-	N/A
139									
140									
141		Total Division 10	\$	25,800	\$	5,800	\$	-	\$ 12,145 \$ -
142	Division 11	Process Equipment							
143		BID PACKAGE 11A - MECHANICAL & EQUIPMENT						\$	IN 11A
144		11A-1: SUPPLY & INSTALL ALL PROCESS EQUIPMENT, PIPING, PUMPS, & VALVES						\$	1,717,700
145		11A-A: INSTALL REDUNDANT SCREW PRESS & ASSOCIATED COMPONENTS						\$	ALT #1 \$ 73,621
146	11210	PROCESS PUMPS	\$	-	\$	-	\$	-	IN 11A
147	---	PUMPS - 4.0 SLUDGE PUMPING	\$	1,700	\$	(1,700)	\$	(1,700)	IN 11A
148	---	PUMPS - 9.0 SCREW PRESS FEED PUMPS	\$	21,600	\$	22,900	\$	1,300	IN 11A
149	---	PUMPS - 9.1 SCREW PRESS FEED PUMP (2ND SCREW PRESS)				22,900		\$	IN 11A
150	---	PUMPS - 12.0 SUBMERSIBLE PUMPS	\$	32,100	\$	34,000	\$	1,900	IN 11A
151	11222	TRAVELLING SCREEN	\$	298,200	\$	316,600	\$	18,400	IN 11B
152		BID PACKAGE 11B - TRAVELLING SCREEN (SUPPLY ONLY, INSTALL IN MECH)						\$	256,901
153	11223	ROTARY SCREW PRESS	\$	-	\$	-	\$	-	IN 11C
154		BID PACKAGE 11C - SCREW PRESS (SUPPLY ONLY, INSTALL IN MECH)						\$	IN 11C
155		11C-1: SUPPLY SCREW PRESS						\$	315,086
156		11C-2: SUPPLY CONTROL PANEL FOR SCREW PRESS						\$	123,760
157		11C-A: SUPPLY REDUNDANT SCREW PRESS & REQUIRED COMPONENTS						\$	ALT #1 \$ 394,620
158	---	10.0 - SCREW PRESS	\$	464,100	\$	488,800	\$	24,700	IN 11C
159	---	10.1 - SCREW PRESS (2ND PRESS)	\$	464,100	\$	488,800	\$	24,700	IN 11C
160	11224	SOLIDS SCREW CONVEYOR	\$	-	\$	-	\$	-	IN 11A
161	---	11.0 - PRESS CONVEYOR	\$	165,500	\$	194,000	\$	28,500	IN 11A
162	---	11.1 - PRESS CONVEYOR (2ND PRESS)	\$	-	\$	-	\$	(34,200)	IN 11A
163	11240	SLUDGE THICKENER	\$	-	\$	-	\$	-	IN 11D
164		BID PACKAGE 11D - GRAVITY THICKENER (SUPPLY ONLY, INSTALL IN MECH)						\$	159,941
165	---	MECHANISM	\$	341,900	\$	408,800	\$	66,900	IN 11D
166	---	TANK	\$	338,000	\$	-	\$	(338,000)	IN 03

Sletten Construction GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS			12-Aug-22		23-Sep-22		27-Dec-22	
Division	Description	30% Budget Estimate	30% Bid Alternates	60% Budget Estimate	60% Bid Alternates	CHANGE FROM 30%	90% DESIGN: GMP	90% Bid Alternates
167	11265 LIQUID CHEMICAL FEED	\$ -		\$ -		\$ -	IN 11A	
168	--- 6.0 - 1ST POLYMER FEED	\$ 40,600		\$ -		\$ (40,600)	N/A	
169	--- 10.0 - SCREW PRESS POLY INJ	\$ 30,600		\$ 32,500		\$ 1,900	IN 11A	
170	--- 10.1 - SCREW PRESS POLY INJ (2ND PRESS)		\$ 30,600		\$ 32,500	\$ 1,900	IN 11A	
171	11280 DUCTILE IRON PROCESS PIPE AND FITTINGS	\$ -		\$ -		\$ -	IN 11A	
172	--- 1.1 - SED VALVE REP PIPING		\$ 8,100		\$ 8,600	\$ 500	IN 11A	
173	--- 5.0 - SPS PIPING	\$ 8,200		\$ -		\$ (8,200)	IN 11A	
174	--- 7.0 - THICKENER FEED VALVE PIPING	\$ 22,800		\$ 30,700		\$ 7,900	IN 11A	
175	--- 8.0 - THICKENER FEED PIPING	\$ 25,900		\$ 27,500		\$ 1,600	IN 11A	
176	--- 9.0 - SCREW PRESS FEED PIPING	\$ 30,600		\$ 32,500		\$ 1,900	IN 11A	
177	--- 9.1 - SCREW PRESS FEED PIPING (2ND PRESS)		\$ 30,600		\$ 32,500	\$ 1,900	IN 11A	
178	--- 10.0 - DECAN T WELL PIPING	\$ 19,200		\$ 20,400		\$ 1,200	IN 11A	
179	--- 10.1 - DECAN T WELL PIPING (2ND PRESS)	\$ 19,200		\$ 20,400		\$ 1,200	IN 11A	
180	--- 12.0 - DECAN T TO MH PIPING	\$ 19,600		\$ 20,800		\$ 1,200	IN 11A	
181	11282 POLYVINYL CHLORIDE PROCESS PIPE AND FITTINGS	\$ -		\$ -		\$ -	IN 11A	
182	11285 COUPLINGS, ADAPTERS, AND SPECIALS FOR PROCESS PIPING		IN DUCTILE		IN DUCTILE		IN 11A	
183	11287 HANGERS AND SUPPORTS FOR PROCESS PIPING	\$ 17,900		\$ 19,000		\$ 1,100	IN 11A	
184	11295 PROCESS VALVES	\$ -		\$ -		\$ -	IN 11A	
185	--- 1.1 - SED BASINS NEW VALVES (ALT)		\$ 30,400		\$ 32,200	\$ 1,800	IN 11A	
186	--- 2.0 - FLUSH CONTROL VAULT	\$ 17,100		\$ 18,200		\$ 1,100	N/A	
187	--- 5.0 - SPS VALVE REP	\$ 5,600		\$ -		\$ (5,600)	N/A	
188	--- 7.0 - GRAVITY THICKENER FEED VALVE	\$ 17,100		\$ 60,000		\$ 42,900	IN 11A	
189	--- 9.0 - SCREW PRESS FEED PUMPS	\$ 34,100		\$ 36,200		\$ 2,100	IN 11A	
190	11296 ELECTRIC VALVE ACTUATOR	\$ -		\$ -		\$ -	IN 11A	
191	--- 1.0 - SED BASIN ACTUATORS	\$ 74,900		\$ 81,200		\$ 6,300	IN 11A	
192	11298 PROCESS PIPE IDENTIFICATION SYSTEMS	\$ -		\$ -		\$ -		
193	14600 DIVISION 14 - SPECIAL CONSTRUCTION	\$ 207,400		\$ 134,000		\$ (73,400)	IN 14	
194	OVERHEAD CRANE SYSTEMS							96,835
195	BID PACKAGE 14 - OVERHEAD CRANES							
196								
197	Total Division 11	\$ 2,234,700	\$ 719,800	\$ 1,978,100	\$ 718,900	\$ (257,500)	\$ 2,670,223	\$ 468,241
198	Division 15							
199	Mechanical and Plumbing							
200	BID PACKAGE 15 - PLUMBING & HVAC							
201	15-1: SUPPLY & INSTALL PLUMBING						\$ 200,070	
202	15-2: SUPPLY & INSTALL HVAC						\$ 161,210	
203	15000 PLUMBING	\$ 120,000		\$ 110,000		\$ (10,000)	IN 15	
204	15110 BACKFLOW PREVENTERS	\$ -		\$ -		\$ -	IN 15	
205	15130 SUBMERSIBLE PUMP AND SEWAGE PUMPS	\$ -		\$ -		\$ -	IN 15	
206	15500 HEATING, VENTILATION AND AIR CONDITIONING	\$ 249,400		\$ 215,300		\$ (34,100)	IN 15	
207	15551 BASIC MECHANICAL BUILDING SYSTEM MATERIALS AND METHODS		IN ABV		IN ABV		IN 15	
208	15593 TESTING, ADJUSTING AND BALANCING FOR HVAC		IN ABV		IN ABV		IN 15	
209	Total Division 15	\$ 369,400	\$ -	\$ 325,300	\$ -	\$ (44,100)	\$ 361,280	\$ -
210	Division 16							
211	Electrical							
212	DIVISION 16 - ELECTRICAL	\$ 1,200,000		\$ 1,200,000		\$ -	IN 16	
213	BID PACKAGE 16 - ELECTRICAL							
214	16-1: SUPPLY & INSTALL NEW ELECTRICAL SYSTEM						\$ 1,008,148	
215	16-2: SUPPLY & INSTALL TEMPORARY LIGHTING						\$ 15,000	
216	16-A1: SUPPLY ELECTRICAL SYSTEM FOR REDUNDANT SCREW PRESS COMPLETE						ALT #1 \$ 7,800	
217	16-A2: SUPPLY & INSTALL ELECTRICAL SYSTEM FOR GATE IMPROVEMENTS						ALT #2 \$ 4,880	
218	16000 GENERAL ELECTRICAL CONDITIONS	IN ELECT		IN ELECT			IN 16	
219	16150 MOTORS	IN ELECT		IN ELECT			IN 16	
220	16210 CONDUIT	IN ELECT		IN ELECT			IN 16	
221	16220 POWER AND INSTRUMENTATION CABLE - LESS THAN 600V	IN ELECT		IN ELECT			IN 16	
222	16230 JUNCTION BOXES	IN ELECT		IN ELECT			IN 16	
223	16250 LABELING AND EQUIPMENT IDENTIFICATION	IN ELECT		IN ELECT			IN 16	
224	16260 GROUNDING	IN ELECT		IN ELECT			IN 16	
225	16270 EXCAVATING, TRENCHING AND BACKFILLING	IN ELECT		IN ELECT			IN 16	
226	16310 ELECTRICAL SERVICE	IN ELECT		IN ELECT			IN 16	
227	16344 TRANSITION CABINET	IN ELECT		IN ELECT			IN 16	
228	16355 POWER MONITORING EQUIPMENT	IN ELECT		IN ELECT			IN 16	
229	16360 POWER TRANSFORMERS LESS THAN 600V	IN ELECT		IN ELECT			IN 16	
230	16420 PANELBOARDS	IN ELECT		IN ELECT			IN 16	
231	16425 DISCONNECTS	IN ELECT		IN ELECT			IN 16	
232	16430 FUSES	IN ELECT		IN ELECT			IN 16	
233	16433 SURGE PROTECTIVE DEVICES	IN ELECT		IN ELECT			IN 16	
234	16455 WIRING DEVICES	IN ELECT		IN ELECT			IN 16	
235	16520 SWITCHGEAR/SWITCHBOARD LESS THAN 600V	IN ELECT		IN ELECT			IN 16	
236	16521 VARIABLE FREQUENCY MOTOR CONTROLLERS	IN ELECT		IN ELECT			IN 16	
237	16550 MOTOR CONTROL CENTERS	IN ELECT		IN ELECT			IN 16	
238	16610 LUMINARIES	IN ELECT		IN ELECT			IN 16	
239	16921 CONTROL SYSTEM	IN ELECT		IN ELECT			IN 16	
240	16931 PROGRAMMABLE LOGIC PROCESS CONTROLLERS	IN ELECT		IN ELECT			IN 16	
241	16950 INSTRUMENTATION AND FIELD MOUNTED DEVICES	IN ELECT		IN ELECT			IN 16	
242	Total Division 16	\$ 1,200,000	\$ -	\$ 1,200,000	\$ -	\$ -	\$ 1,023,148	\$ 12,680
243								

Sletten Construction GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS		12-Aug-22		23-Sep-22		CHANGE FROM 30%	27-Dec-22	
Division	Description	30% Budget Estimate	30% Bid Alternates	60% Budget Estimate	60% Bid Alternates		90% DESIGN: GMP	90% Bid Alternates
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SLETTEN COMPANIES

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PROJECT: GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS - 90% GMP
 LOCATION: GREAT FALLS, MT
 ENGINEER: AE2S
 BID DATE: 12/27/2022

TOTAL: 11,008,213.00

LINE #	DIVISION	SPEC SECTION	DESCRIPTION	QTY	UNIT	TOTAL COST	SUBCONTRACTOR
1				1.0	#	-	
2			--- MODIFIED SPECIFICATIONS	1.0	#	-	
3				1.0	#	-	
4			--- DIVISION 01 - GENERAL REQUIREMENTS	1.0	#	-	
5			OH COSTS PER PROPOSAL = \$33,300/MO X 12 MO = \$399,600	12.0	MO	399,600.00	
6			ADDITIONAL OVERHEAD BETWEEN NOA & NTP (SUBMITTAL PHASE)	3.0	MO	76,950.00	
7			5% CONSTRUCTION CONTINGENCY	1.0	LS	520,000.00	
7A			2.5% OWNER CONTINGENCY	1.0	LS	260,000.00	
8			INSURANCE (BASE BID)	1.0	LS	102,380.00	
9			BOND (BASE BID)	1.0	LS	102,380.00	
10			GCCM FEE (BASE BID)	1.0	LS	475,592.00	
11			GROSS RECEIPTS TAX (BASE BID)	1.0	LS	95,224.00	
12			BID ALTERNATE #1 (2ND SCREW PRESS)	1.0	#	-	
13			INSURANCE (ALT #1)	1.0	LS	4,761.00	
14			BOND (ALT #1)	1.0	LS	4,761.00	
15			GCCM FEE (ALT #1)	1.0	LS	26,706.00	
16			GROSS RECEIPTS TAX (ALT #1)	1.0	LS	5,123.00	
17			BID ALTERNATE #2 (GATE & SITE IMPROVEMENTS)	1.0	#	-	
18			INSURANCE (ALT #2)	1.0	LS	1,797.00	
19			BOND (ALT #2)	1.0	LS	1,797.00	
20			GCCM FEE (ALT #2)	1.0	LS	10,078.00	
21			GROSS RECEIPTS TAX (ALT #2)	1.0	LS	1,934.00	
22			BID ALTERNATE #3 (FORM LINER BRICK IN LIEU OF THIN BRICK PRECAST)	1.0	#	-	
23			INSURANCE (ALT #3)	1.0	LS	(938.00)	
24			BOND (ALT #3)	1.0	LS	(938.00)	
25			GCCM FEE (ALT #3)	1.0	LS	(5,263.00)	
26			GROSS RECEIPTS TAX (ALT #3)	1.0	LS	(1,010.00)	
27	01300		SUBMITTALS	1.0	#	-	
28	01400		CONTRACTOR QUALITY CONTROLS/OWNER QUALITY ASSURANCE	1.0	#	-	
29			CONCRETE LOW SHRINK MIX DESIGN DEVELOPMENT	1.0	LS	IN 03-1	SCC
30			CONCRETE TESTING - STRUCTURAL	1.0	LS	IN 03-1	SCC
31			CONCRETE TESTING - SITE	1.0	LS	IN 02A-2	M&D
32			COMPACTION TESTING	1.0	LS	IN 02A-2	M&D
33	01570		CONSTRUCTION TRAFFIC CONTROL	1.0	#	-	
34			TRAFFIC CONTROL - BARRICADES/SIGNAGE/DAILY LABOR-BARRICADE	1.0	LS	44,700.00	
35			TRAFFIC CONTROL FOR EARTHWORK	1.0	#	IN 02A-2	M&D
36			TRAFFIC CONTROL FOR PRECAST & CONCRETE	1.0	#	IN 03-2	SCC
37	01XXX		PERMITS	1.0	#	-	
38			BUILDING PERMIT	1.0	LS	44,256.00	
39			SWPP PERMIT	1.0	#	500.00	
40			DEWATERING PERMIT	1.0	#	500.00	
41			FLOOD PLAIN PERMIT	1.0	#	500.00	
42			MDT ENCROACHMENT PERMIT	1.0	#	500.00	
43			--- DIVISION 02 - SITE WORK	1.0	#	-	
45	---	---	SAWCUT EXISTING CONC @ BASIN FLOOR-6"	1.0	LS	IN 02A-2	M&D
46			DEMO SOLIDS POND STRUCTURE	1.0	LS	IN 02A-2	M&D
47			DEMO SOLIDS DISCHARGE POND STRUCTURE	1.0	LS	IN 02A-2	M&D
48			DEMO SOLIDS DISCHARGE POND INLET RAMP	1.0	LS	IN 02A-2	M&D
49			DEMO FOR ASPHALT	1.0	LS	IN 02A-B	M&D
50			NEW ACCESS GATE TO LOWER RIVER ROAD	1.0	LS	85,000.00	ALLOWANCE
51			NEW FENCE AT GATE	1.0	LS	2,400.00	ALLOWANCE
52	02210		GEOTEXTILES	1.0	#	IN 02A-2	M&D
53	02113		ADJUSTING OF EXISTING MANHOLES, LAMPHOLES, INLETS, VALVE BOXES AND	1.0	#	IN 02A-2	M&D
54	02221		TRENCH EXCAVATION AND BACKFILL FOR PIPELINES	1.0	#	IN 02A-2	M&D
55	02225		FLOWABLE FILL	1.0	#	IN 02A-2	M&D
56	02235		CRUSHED BASE COURSE	1.0	#	IN 02A-2	M&D
57	02502		ASPHALT PRIME AND/OR TACK COAT	1.0	#	IN 02A-2	M&D
58	02510		ASPHALT CONCRETE PAVEMENT	1.0	#	IN 02A-A	M&D
59			ASPHALT SURFACE ROAD	1.0	LS	IN 02A-A	M&D
60	02528		CONCRETE CURB AND GUTTER	1.0	#	IN 02A-4	M&D
61			VALLEY GUTTER	1.0	LS	IN 02A-4	M&D
62	02529		CONCRETE SIDEWALKS, DRIVEWAYS, APPROACHES, CURB TURN FILLETS, VALLEY	1.0	#	IN 02A-4	M&D
63			SITE CONCRETE 6" PAD	1.0	LS	IN 02A-4	M&D
64	02660		WATER DISTRIBUTION	1.0	#	IN 02A-2	M&D
65	02720		STORM DRAIN SYSTEMS	1.0	#	IN 02A-2	M&D
66			--- ADDITIONAL TECHNICAL SPECIFICATIONS (NOT PROVIDED IN THE MPWSS)	1.0	#	-	
67			---	1.0	#	IN 02A-2	M&D
68			--- DIVISION 01 - GENERAL REQUIREMENTS	1.0	#	-	
69	01011		SUMMARY OF WORK	1.0	#	-	
70	01019		CONTRACT MODIFICATION PROCEDURES	1.0	#	-	
71	01027		APPLICATION FOR PAYMENT	1.0	#	-	
72	01039		COORDINATION AND MEETINGS	1.0	#	-	
73	01045		CUTTING AND PATCHING	1.0	#	-	
74	01453		CODE REQUIRED SPECIAL INSPECTION	1.0	#	BY OWNER	
75	01500		TEMPORARY FACILITIES AND CONTROLS	1.0	#	-	
76			TEMP HEAT IN STRUCTURE	1.0	LS	102,000.00	

SLETTEN COMPANIES

PROJECT: **GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS - 90% GMP**
 LOCATION: **GREAT FALLS, MT**
 ENGINEER: **AE2S**
 BID DATE: **12/27/2022**

TOTAL: 11,008,213.00

LINE #	DIVISION	SPEC SECTION	DESCRIPTION	QTY	UNIT	TOTAL COST	SUBCONTRACTOR
77			TEMP ENCLOSURE FOR EXTERIOR BUILDING	1.0	LS	57,560.00	
78	01555		STAGING AND STOCKPILING AREAS	1.0	#	-	
79			SITE MAINTINANCE	1.0	LS	139,306.00	
80			SWPPP INSTALL / ADMIN/MAINT	1.0	LS	22,572.00	
81			DEWATERING OF EXCAVATION	1.0	LS	17,468.00	
82			GRAVEL FOR TRAILERS / PARKING	1.0	LS	5,400.00	
83			FENCE & TEMP GATE @ ACCESS	1.0	LS	7,400.00	
84		---	TEMPORARY ACCESS ROAD INSTALL			IN 02A-2	M&D
85		---	TEMPORARY ACCESS ROAD REMOVAL			IN 02A-2	M&D
86	01600		MATERIAL AND EQUIPMENT	1.0	#	IN 02A-2	M&D
87	01650		STARTING AND ADJUSTING	1.0	#	IN 02A-2	M&D
88	01700		CLOSEOUT PROCEDURES	1.0	#	IN 02A-2	M&D
89	01730		OPERATION AND MAINTENANCE DATA	1.0	#	IN 02A-2	M&D
90	01750		DEMONSTRATION AND TRAINING	1.0	#	IN 02A-2	M&D
91		---	DIVISION 02 – SITE WORK	1.0	#	-	
92			BID PACKAGE 02A - EARTHWORK	1.0	LS	-	M&D
93			BASE 02: 1 - SUPPLY & INSTALL DRAIN PIPING COMPLETE	1.0	LS	28,800.00	M&D
94			BASE 02: 2 - EXCAVATION, STRUCTURAL FILL, GENERAL SITE FILL & GRADING	1.0	LS	411,800.00	M&D
95			BASE 02: 3 - SUPPLY & INSTALL FOUNDATION DRAIN SYSTEM COMPLETE	1.0	LS	-	M&D
96			BASE 02: 4 - SUPPLY & INSTALL SITE CONCRETE COMPLETE	1.0	LS	89,400.00	M&D
97			ALT #2: A - SUPPLY & INSTALL ASPHALT PAVING COMPLETE	1.0	LS	54,600.00	M&D
99			ALT #2: B - EARTHWORK AS REQUIRED FOR GATE IMPROVEMENTS COMPLETE	1.0	LS	17,150.00	M&D
99A			GRAVEL DRIVE AT NORTH SIDE BUILDING, NOTE 7 ON SHEET C105	1.0	LS	33,000.00	ADD - M&D
100	---	---	SITE	1.0	LS	IN 02A-2	M&D
101	---	---	TOPSOIL IMPORT/INSTALL	1.0	LS	IN 02A-2	M&D
102		---	4" PERFORATED PVC DRAIN	1.0	LS	IN 02A-1	M&D
103		---	CONCRETE DRIVEWAY	1.0	LS	IN 02A-4	M&D
104		---	SITE CONCRETE PAD	1.0	LS	IN 02A-4	M&D
105			VALLEY GUTTER	1.0	LS	IN 02A-4	M&D
106	02110		SITE CLEARING	1.0	#	IN 02A-2	M&D
107	02205		SOIL MATERIALS	1.0	#	IN 02A-2	M&D
108	02207		AGGREGATE MATERIALS	1.0	#	IN 02A-2	M&D
109	02211		ROUGH GRADING	1.0	#	IN 02A-2	M&D
110	02212		RESTORATION OF DISTURBED AREAS	1.0	#	IN 02A-2	M&D
111	02222		EXCAVATING	1.0	#	IN 02A-2	M&D
112	02223		BACKFILLING	1.0	#	IN 02A-2	M&D
113	02225		TRENCHING	1.0	#	IN 02A-2	M&D
114	02248		GEOTEXTILE FABRIC	1.0	#	IN 02A-2	M&D
115	02546		AGGREGATE SURFACING	1.0	#	IN 02A-2	M&D
116	02608		PRECAST CONCRETE VAULTS	1.0	#	IN 02A-2	M&D
118	02667		SYSTEM WATER LINES	1.0	#	IN 02A-2	M&D
119	02923		LANDSCAPE GRADING	1.0	#	IN 02A-2	M&D
120	02940		IRRIGATION SYSTEMS	1.0	#	-	GREENUP
121			NEW IRRIGATION	1.0	LS	IN 02B-2	GREENUP
122	02960		SODDING AND FERTILIZING	1.0	#	-	GREENUP
123		---	SITE RESTORATION (IRRIGATION & LANDSCAPE)	1.0	LS	23,400.00	
124		---	BID PACKAGE 02B: LANDSCAPE & IRRIGATION	1.0	LS	IN BELOW	GREENUP
125		---	BASE: 1 - SUPPLY & INSTALL LANDSCAPE COMPLETE	1.0	LS	32,300.00	GREENUP
126		---	BASE: 2 - SUPPLY & INSTALL IRRIGATION COMPLETE	1.0	LS	17,450.00	GREENUP
127		---	ALT #2: A - SUPPLY AND INSTALL LANDSCAPE FOR GATE IMPROVEMENTS COMPLETE	6,000.0	SF	9,000.00	ADD-GREENUP
128		---	ALT #2: B - SUPPLY AND INSTALL IRRIGATION FOR GATE IMPROVEMENTS COMPLETE	1.0	LS	6,600.00	ADD-GREENUP
129		---	DIVISION 03 – CONCRETE	1.0	#	-	
130			BID PACKAGE 03: CONCRETE	1.0	LS	-	SCC
131			BASE: 1 - SUPPLY & INSTALL CAST-IN-PLACE CONCRETE	1.0	LS	1,243,500.00	SCC
132			BASE: 2 - SUPPLY AND INSTALL PRECAST CONCRETE COMPLETE	1.0	LS	1,456,700.00	SCC
133			BASE: 3 - SUPPLY AND INSTALL MISCELLANEOUS STEEL & ROUGH CARPENTRY	1.0	LS	55,000.00	SCC
134			ALT: A - SUPPLY AND INSTALL PRECAST CONCRETE WITHOUT THIN BRICK VENEER	1.0	LS	(93,800.00)	SCC
135	03010		MAINTENANCE OF CONCRETE	1.0	#	IN 03-1	SCC
136	03100		CONCRETE FORMING AND ACCESSORIES	1.0	#	IN 03-1	SCC
137	03200		CONCRETE REINFORCING	1.0	#	IN 03-1	SCC
138	03300		CAST-IN-PLACE CONCRETE	1.0	#	IN 03-1	SCC
139	03400		PRECAST CONCRETE	1.0	#	IN 03-2	SCC
140	03410		PRECAST STRUCTURAL CONCRETE	1.0	#	IN 03-2	SCC
141	03969		WATER TIGHTNESS TEST OF HYDRAULIC STRUCTURES	1.0	#	IN 03-1	SCC
142			SLUDGE THICKENER LEAK TEST	1.0	LS	IN 03-1	SCC
143			WET WELL LEAK TEST	1.0	LS	IN 03-1	SCC
144		---	DIVISION 05 – METALS	1.0	#	-	
145	05120		STRUCTURAL STEEL FRAMING	1.0	#	IN 03-3	SCC
146			METALS MATERIALS	1.0	LS	IN 03-3	SCC
147		---	WINCH FRAME	1.0	LS	IN 03-3	SCC
148	05500		METAL FABRICATIONS	1.0	#	IN 03-3	SCC
149	05520		ALUMINUM STAIRS, LADDERS, AND RAILINGS	1.0	#	IN 03-3	SCC
150		---	GUARDRAILS	1.0	LS	IN 03-3	SCC
151		---	STAIRS	1.0	EA	IN 03-3	SCC
152		---	LADDER	1.0	EA	IN 03-3	SCC
153		---	DIVISION 06 – WOOD PLASTIC & COMPOSITES	1.0	#	-	

SLETTEN COMPANIES								12/27/2022 4:09 PM
PROJECT: GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS - 90% GMP								
LOCATION: GREAT FALLS, MT								
ENGINEER: AE2S								
BID DATE: 12/27/2022								
						TOTAL:	11,008,213.00	

LINE #	DIVISION	SPEC SECTION	DESCRIPTION	QTY	UNIT	TOTAL COST	SUBCONTRACTOR
154		05XXX	COLD FORMED STEEL FRAMING	1.0	#	-	SCC
155		A101	WALL TYPE B - 6" STEEL STUD FURRING @ 16" O.C.	1.0	LS	1,600.00	
156		A101	NOT SHOWN ON DWG'S - 6" STEEL CEILING FRAMING @ 16" O.C.	1.0	LS	1,600.00	
157			RM 106 CEILING PAINT/HANG/TAPE/GYP (NOT IN DRAWINGS OR SPECS)	1.0	LS	1,100.00	
158			DIVISION 07 - THERMAL AND MOISTURE PROTECTION	1.0	#	-	
159		07100	DAMP PROOFING	1.0	#	-	SCC
160		07190	WATER REPELLANTS	1.0	#	-	MCGURRAN
161		07200	THERMAL INSULATION AND PROTECTION	1.0	#	-	SUMMIT
162		07260	VAPOR RETARDERS	1.0	#	-	SUMMIT
163		07540	THERMOPLASTIC SINGLE-PLY ROOFING	1.0	#	-	SUMMIT
164			BID PACKAGE 07: ROOFING	1.0	LS	208,600.00	SUMMIT
165		07620	SHEET METAL FLASHING AND TRIM	1.0	#	-	SUMMIT
166			METAL CAP AT PARAPET	1.0	LS	-	SUMMIT
167		07900	JOINT PROTECTION	1.0	#	-	SCC
168			CONCRETE JOINTS (NON- PRECAST)	1.0	LS	-	SCC
169			DIVISION 08 - DOORS AND HARDWARE	1.0	#	-	
171			BID PACKAGE 08A - DOORS FRAMES & HARDWARE	1.0	#	85,100.00	SCC
172		08124	STANDARD STEEL FRAMES	1.0	#	-	SCC
173		08134	STANDARD STEEL DOORS	1.0	#	-	SCC
174			HM DOOR, FRAME, & HDWE, SINGLE PANEL EXTERIOR 3' X 7', INSULATED	3.0	EA	-	SCC
175			HM DOOR, FRAME, & HDWE, DUAL PANEL EXTERIOR 6' X 7', INSULATED	2.0	EA	-	SCC
176			HM DOOR, FRAME, & HDWE, SINGLE PANEL INTERIOR 3' X 7', NON INSULATED	3.0	EA	-	SCC
177			HM DOOR, FRAME, & HDWE, DUAL PANEL INTERIOR 6' X 7', NON INSULATED	2.0	EA	-	SCC
178			HAND INSTALL INSULATION @ EXT SINGLE FRAME	3.0	EA	-	SCC
179			HAND INSTALL INSULATION @ EXT DBL FRAME	2.0	EA	-	SCC
180			SEALANT @ FRAMES	1.0	LS	-	SCC
181		08311	ACCESS DOORS AND FRAMES	1.0	#	-	SCC
182			3'-0"x3'-0" BILCO TYPE K FLOOR ACCESS HATCH	1.0	EA	-	SCC
183		08333	OVERHEAD COILING DOORS - SPEC'D AS SECTIONAL DOORS	1.0	#	-	DOOR SYST MT
184			BID PACKAGE 08B: OVERHEAD COILING DOORS	1.0	LS	33,700.00	DOOR SYST MT
185			STEEL OH SECTIONAL DOOR 16WX14H	1.0	EA	-	DOOR SYST MT
186			STEEL OH SECTIONAL DOOR 8WX9H	1.0	EA	-	DOOR SYST MT
187		08511	ALUMINUM WINDOWS	1.0	#	-	TC GLASS
188			BID PACKAGE 08C: ALUMINUM WINDOWS & GLAZING	1.0	LS	-	TC GLASS
189			BASE: 1 - SUPPLY & INSTALL ALUMINUM WINDOWS COMPLETE	1.0	LS	29,000.00	TC GLASS
190			BASE: 2 - SUPPLY & INSTALL ALL GLAZING COMPLETE	1.0	LS	-	TC GLASS
191			ALUMINUM 8W X 5H FIXED, SINGLE GLAZE, ANODIZED FINISH	7.0	EA	-	TC GLASS
192			SEALANT @ FRAMES	1.0	LS	-	TC GLASS
193		08710	FINISH HARDWARE	1.0	#	-	SCC
194			STANDARD HARDWARE SETS	1.0	LS	-	SCC
195		08800	GLASS AND GLAZING	1.0	#	-	TC GLASS
196		08900	LOUVERS	1.0	#	-	BRENNAN
197			DIVISION 09 - FINISHES	1.0	#	-	
198		09900	PAINTING AND COATING	1.0	#	-	MCGURRAN
199			BID PACKAGE 09: COATINGS	1.0	LS	-	MCGURRAN
200			BASE: 1 - PROCESS COATINGS	1.0	LS	13,900.00	MCGURRAN
201			BASE: 2 - INTERIOR & EXTERIOR BUILDING COATINGS	1.0	LS	90,000.00	MCGURRAN
202			COATINGS INTERIOR - BUILDING	1.0	LS	-	MCGURRAN
203			COATINGS EXTERIOR - BUILDING	1.0	LS	-	MCGURRAN
204			THIN BRICK SEALER EXTERIOR - BUILDING	1.0	LS	-	MCGURRAN
205		09910	PAINTING (PIPING, MATERIALS, AND EQUIPMENT)	1.0	#	-	MCGURRAN
206			COATINGS - MECHANICAL	1.0	LS	-	MCGURRAN
207		09XXX	GYP BOARD ASSEMBLIES	1.0	#	-	MCGURRAN
208			RM 106 NORTH WALL - PLUMBING WALL	100.0	SF	-	MCGURRAN
209			DIVISION 10 - SPECIALTIES	1.0	#	-	
210			DIVISION 10 - SPECIALTIES	1.0	#	-	
211		10425	SIGNAGE - NOT IN SPEC	1.0	#	-	
213			SIGNAGE ALLOWANCE - NOT SPEC'D	1.0	LS	6,000.00	ALLOWANCE
214		10440	FIRE PROTECTION SPECIALTIES - NOT IN SPEC	1.0	#	-	
215			FIRE PROTECTION ALLOWANCE, 6 EXTINGUISHERS	1.0	LS	4,800.00	ALLOWANCE
216		10800	TOILET AND BATH ACCESSORIES	1.0	#	-	
217			PT-1 PAPER TOWEL DISPENSER, BOBRICK B2620 OE	1.0	EA	175.00	
218			TP-1 SURFACE-MOUNTED TOWEL DISPENSER BOBRICK B-265 OE	1.0	EA	235.00	
219			SD-1 SOAP DISPENSER B-2111 OE	1.0	EA	150.00	
220			M-1 MIRROR UNIT 18"X30", NO. 4 SATIN POLISH FINISH, SMOOTH CORNERS	1.0	EA	350.00	
221			GB-1 BACK WALL GRAB BAR 1.5" X 36" TYPE 304 SATIN FINISH	1.0	EA	145.00	
222			GB-2 SIDE WALL GRAB BAR 1.5" X 42" TYPE 304 SATIN FINISH	1.0	EA	155.00	
223			GB-3 SIDE WALL VERTICAL GRAB BAR 1.5" X 18" TYPE 304 SATIN FINISH	1.0	EA	135.00	
224			DIVISION 11 - PROCESS EQUIPMENT	1.0	#	-	
225			BID PACKAGE 11A: MECHANICAL & EQUIPMENT	1.0	#	-	SCC
226			BASE: 1 - SUPPLY AND INSTALL ALL PROCESS EQUIPMENT, PIPING, PUMPS, AND	1.0	#	1,683,100.00	SCC
227			ALT: A - INSTALL REDUNDANT SCREW PRESS AND ASSOCIATED PROCESS	1.0	#	73,621.00	SCC
227A			DEWATERING FOR TRAVELLING SCREEN INSTALLATION	1.0	LS	34,600.00	ADD-SCC
228		11210	PROCESS PUMPS (ROTARY LOBE PUMPS)	1.0	#	-	SCC
229		11222	TRAVELING SCREEN	1.0	#	-	ATLAS
230			BID PACKAGE 11B: TRAVELLING SCREEN (SUPPLY ONLY)	1.0	LS	241,901.00	ATLAS

SLETTEN COMPANIES

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PROJECT: GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS - 90% GMP
 LOCATION: GREAT FALLS, MT
 ENGINEER: AE2S
 BID DATE: 12/27/2022

TOTAL: 11,008,213.00

LINE #	DIVISION	SPEC SECTION	DESCRIPTION	QTY	UNIT	TOTAL COST	SUBCONTRACTOR
231		----	ADDITIONAL COST FOR SUPPLY BOND (NOT INCLUDED IN BID)	1.0	LS	15,000.00	ATLAS
232			TRAVELING SCREEN INSTALLATION	1.0	LS	IN 11A-1	SCC
233		11230	DEWATERING SCREW PRESS	1.0	#	-	FKC
234			BID PACKAGE 11C: SCREW PRESS (SUPPLY ONLY)	1.0	#	IN 11C	FKC
235			11C-1: SUPPLY SCREW PRESS	1.0	LS	315,086.00	FKC
236			11C-2: SUPPLY CONTROL PANEL FOR SCREW PRESS	1.0	LS	123,760.00	FKC
237			11C-A: SUPPLY REDUNDANT SCREW PRESS & REQUIRED COMPONENTS	1.0	LS	394,620.00	FKC
238		----	INSTALLATION-BASE BID	1.0	LS	IN 11A-1	SCC
239		----	INSTALLATION-ALTERNATE#1	1.0	LS	IN 11A-A	SCC
240		11235	DEWATERED SOLIDS CONVEYANCE SYSTEMS	1.0	LS	IN 11A-1	SCC
241			INSTALLATION-BASE BID	1.0	LS	IN 11A-1	SCC
242			DW SOLIDS INCLINED CONVEYOR SPC2-02	1.0	LS	IN 11A-1	SCC
243			DW SOLIDS DISTRIB CONVEYOR (NO EQUIP #, NOT SHOWN)	1.0	LS	IN 11A-1	SCC
244			DW SOLIDS INCLINED CONVEYOR SPC1-02	1.0	LS	IN 11A-A	SCC
245		11240	GRAVITY THICKENING EQUIPMENT	1.0	#	IN BELOW	CLEARSTREAM
246			BID PACKAGE 11D: GRAVITY THICKENER (SUPPLY ONLY)	1.0	#	159,941.00	CLEARSTREAM
247			INSTALLATION	1.0	LS	IN 11A-1	SCC
248		----	POUR GROUT THICKENER	1.0	LS	IN 11A-1	SCC
249		11265	LIQUID CHEMICAL FEED EQUIPMENT	1.0	#	IN 11A-1	SCC
250			POLYMER BLENDING SKIDS TO INCLUDE, CFA-BU1, CFB-BU1	2.0	EA	IN 11A-1	SCC
251			POLYMER FEED SKIDS W/ 2 PUMPS, CALIB. COL.S, VALVES, ETC.	2.0	EA	IN 11A-1	SCC
252			POLYMER A FEED PUMP NO. 1, CFA-FP1	1.0	EA	IN 11A-1	SCC
253			POLYMER A FEED PUMP NO. 2, CFA-FP2	1.0	EA	IN 11A-1	SCC
254			POLYMER B FEED PUMP NO. 1, CFB-FP1	1.0	EA	IN 11A-1	SCC
255			POLYMER B FEED PUMP NO. 2, CFB-FP2	1.0	EA	IN 11A-1	SCC
256			PUMP SHELF ASSEMBLIES	2.0	EA	IN 11A-1	SCC
257			CHEMICAL STORAGE TANKS (100 GALLON)	2.0	EA	IN 11A-1	SCC
258	MECH		MECHANICAL LABOR & MATERIALS - BID PACKAGE 11A	1.0	LS	IN 11A-1	SCC
259		11280	DUCTILE IRON PROCESS PIPE AND FITTINGS	1.0	#	IN 11A-1	SCC
260		11282	POLYVINYL CHLORIDE PROCESS PIPE AND FITTINGS	1.0	#	IN 11A-1	SCC
261		11285	COUPLINGS, ADAPTERS, AND SPECIALS FOR PROCESS PIPING	1.0	#	IN 11A-1	SCC
262		11287	HANGERS AND SUPPORTS FOR PROCESS PIPING	1.0	#	IN 11A-1	SCC
263		11294	ELECTRIC VALVE ACTUATOR	1.0	#	IN 11A-1	SCC
264		11296	PROCESS VALVES	1.0	#	IN 11A-1	SCC
265		11297	PRESSURE GAUGES	1.0	#	IN 11A-1	SCC
266		11298	PROCESS PIPE IDENTIFICATION SYSTEMS	1.0	#	IN 11A-1	SCC
267		----	DIVISION 14 - PROCESS EQUIPMENT	1.0	#	-	
268		14600	OVERHEAD CRANE SYSTEMS	1.0	#	IN 14-1	ANDERSON
269		----	BID PACKAGE 14: OVERHEAD CRANE	1.0	LS	96,835.00	ANDERSON
270		----	DIVISION 15 - MECHANICAL AND PLUMBING	1.0	#	-	
271			BID PACKAGE 15: PLUMBING & HVAC	1.0	#	-	BRENNAN
272			15-1: SUPPLY & INSTALL PLUMBING COMPLETE	1.0	LS	125,600.00	BRENNAN
273			15-2: SUPPLY & INSTALL HVAC COMPLETE	1.0	LS	161,210.00	BRENNAN
274		15000	PLUMBING	1.0	#	IN 15-1	BRENNAN
275			PLUMBING	1.0	LS	IN 15-1	BRENNAN
276			EXC/BED/BACKFILL WATER & GAS SERVICE	1.0	LS	55,070.00	ADD-BRENNAN
277			INSTALL WATER & GAS SERVICE (INCL WATER HOT TAP)	1.0	LS	19,400.00	ADD-BRENNAN
278		15110	BACKFLOW PREVENTERS	1.0	#	IN 15-1	BRENNAN
279		15130	SUBMERSIBLE SUMP AND SEWAGE PUMPS	1.0	#	IN 15-1	BRENNAN
280		15500	HEATING, VENTILATION AND AIR CONDITIONING	1.0	#	IN 15-2	BRENNAN
281			HVAC	1.0	LS	IN 15-2	BRENNAN
282		15551	BASIC MECHANICAL BUILDING SYSTEM MATERIALS AND METHODS	1.0	#	IN 15-2	BRENNAN
283		15593	TESTING, ADJUSTING AND BALANCING FOR HVAC	1.0	#	IN 15-2	BRENNAN
284		----		1.0	#	IN 15-2	BRENNAN
285		----	DIVISION 16 - ELECTRICAL	1.0	#	-	
286			16-1: SUPPLY & INSTALL NEW ELECTRICAL SYSTEM	1.0	LS	965,770.00	NVE
287			16-2: SUPPLY & INSTALL TEMPORARY LIGHTING	1.0	LS	15,000.00	NVE
288			16-A1: SUPPLY ELECTRICAL SYSTEM FOR REDUNDANT SCREW PRESS COMPLETE	1.0	LS	7,800.00	NVE
289			16-A2: SUPPLY & INSTALL ELECTRICAL SYSTEM FOR GATE IMPROVEMENTS	1.0	LS	4,880.00	NVE
290			ELECTRICAL PERMIT	1.0	LS	28,378.00	ADD-NVE
291			ELECTRIC UNIT HEATERS PER SHEET M603	1.0	LS	8,500.00	ADD-NVE
292			OVERHEAD CRANE POWER SUPPLY & DISCONNECT (NOT SHOWN ON PLANS)	1.0	LS	5,500.00	ADD-NVE
293		16000	GENERAL ELECTRICAL CONDITIONS	1.0	#	IN 16	NVE
294		16150	MOTORS	1.0	#	IN 16	NVE
295		16210	CONDUIT	1.0	#	IN 16	NVE
296		16220	POWER AND INSTRUMENTATION CABLE - LESS THAN 600V	1.0	#	IN 16	NVE
297		16230	JUNCTION BOXES	1.0	#	IN 16	NVE
298		16250	LABELING AND EQUIPMENT IDENTIFICATION	1.0	#	IN 16	NVE
299		16260	GROUNDING	1.0	#	IN 16	NVE
300		16270	EXCAVATING, TRENCHING AND BACKFILLING	1.0	#	IN 16	NVE
301		16310	ELECTRICAL SERVICE	1.0	#	IN 16	NVE
302		16344	TRANSITION CABINET	1.0	#	IN 16	NVE
303		16355	POWER MONITORING EQUIPMENT	1.0	#	IN 16	NVE
304		16360	POWER TRANSFORMERS LESS THAN 600V	1.0	#	IN 16	NVE
305		16420	PANELBOARDS	1.0	#	IN 16	NVE
306		16425	DISCONNECTS	1.0	#	IN 16	NVE

SLETTEN COMPANIES

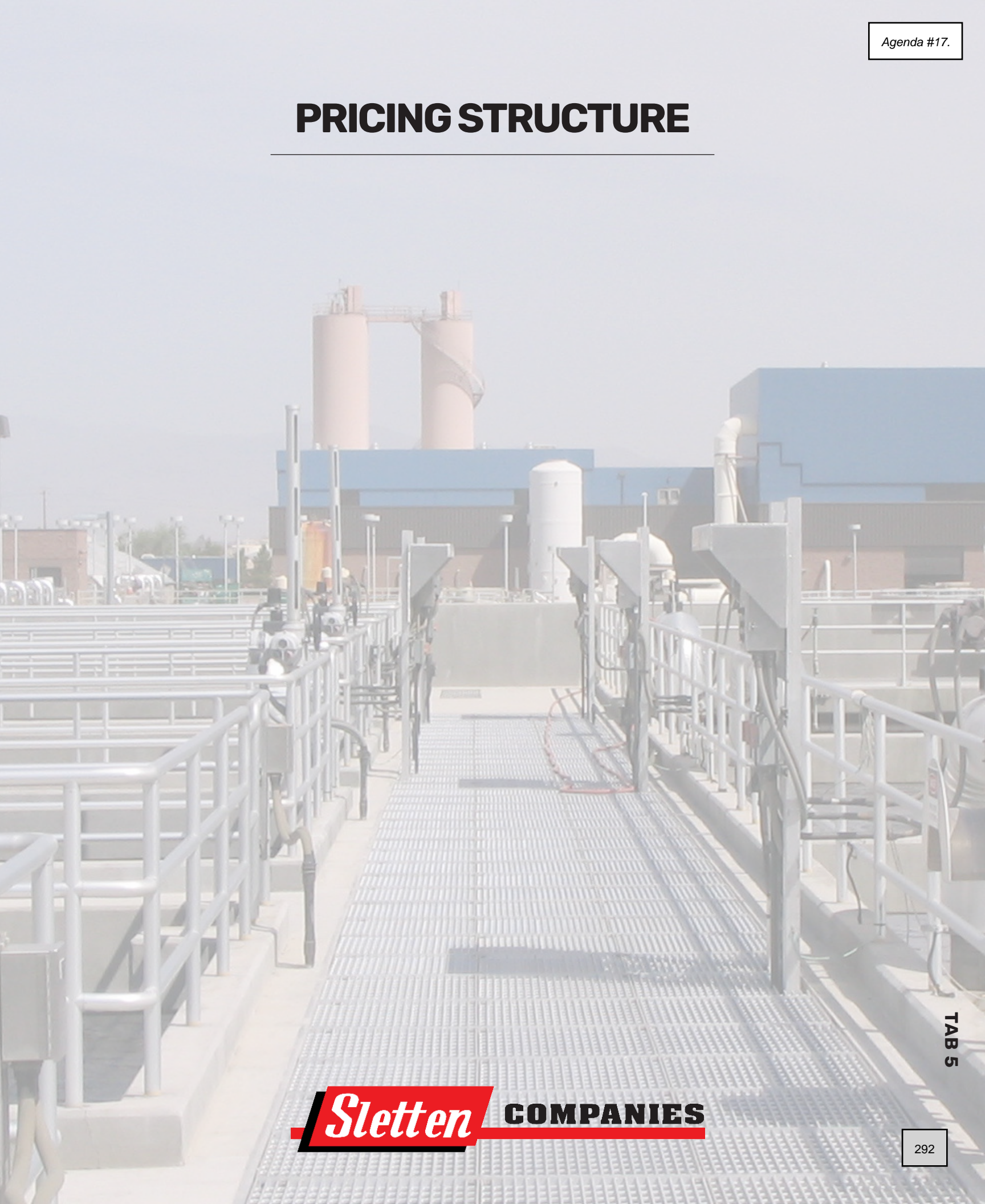
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PROJECT: **GREAT FALLS WTP SOLIDS MITIGATION IMPROVEMENTS - 90% GMP**
 LOCATION: **GREAT FALLS, MT**
 ENGINEER: **AE2S**
 BID DATE: **12/27/2022**

TOTAL: 11,008,213.00

LINE #	DIVISION	SPEC SECTION	DESCRIPTION	QTY	UNIT	TOTAL COST	SUBCONTRACTOR
307		16430	FUSES	1.0	#	IN 16	NVE
308		16433	SURGE PROTECTIVE DEVICES	1.0	#	IN 16	NVE
309		16455	WIRING DEVICES	1.0	#	IN 16	NVE
310		16520	SWITCHGEAR/SWITCHBOARD LESS THAN 600V	1.0	#	IN 16	NVE
311		16521	VARIABLE FREQUENCY MOTOR CONTROLLERS	1.0	#	IN 16	NVE
312		16550	MOTOR CONTROL CENTERS	1.0	#	IN 16	NVE
313		16610	LUMINARIES	1.0	#	IN 16	NVE
314		16921	CONTROL SYSTEM	1.0	#	IN 16	NVE
315		16931	PROGRAMMABLE LOGIC PROCESS CONTROLLERS	1.0	#	IN 16	NVE
316		16950	INSTRUMENTATION AND FIELD MOUNTED DEVICES	1.0	#	IN 16	NVE
317		---	ITEM	1.0	#	-	

PRICING STRUCTURE



TAB 5

a) *Preconstruction Services Scope & Fee* – Include with the proposal a scope and an estimated fee for preconstruction services.

Sletten Construction proposes the following fee for Pre Construction Services for a duration of 15 weeks as outlined within this RFP.

SCOPE ITEM	DESCRIPTION	PROPOSED FEE
1	PARTICIPATION IN COORDINATION MEETINGS	\$5,100
2	CONSULT/ADVISE/ASSIST/PROVIDE RECOMMENDATIONS ON PLANNING & DESIGN	\$1,300
3	PROVIDE ESTIMATES & PARTICIPATE IN DECISIONS REGARDING MATERIALS/ METHODS/SYSTEMS/PHASING/COSTS	\$2,000
4	REVIEW IN-PROGRESS & COMPLETED DESIGN DOCUMENTS AND PROVIDE FEEDBACK	\$5,200
5	PROVIDE CONSTRUCTION MARKET UPDATE & RECOMMENDATIONS REGARDING BIDDING CLIMATE	\$2,100
6	DEVELOP AND MONITOR PROJECT CRITICAL PATH SCHEDULE	\$1,600
7	DEVELOP/ADVERTISE/RECEIVE ALL SUBCONTRACTOR/SUPPLIER BID PACKAGES	\$2,900
8	PREPARE COST ESTIMATES FOR 30%, 60%, 90% DESIGN DOCUMENTS	\$28,900
9	DEVELOP AND FURNISH A GUARANTEED MAXIMUM PRICE (GMP) IN ACCORDANCE TO CONTRACT REQUIREMENTS	\$4,900
	TOTAL FEE ESTIMATE TO ACCOMPLISH ALL PRE-CONSTRUCTION PHASE SERVICES	\$54,000

b) *General Conditions of a Construction Contract* – Include with the proposal a pricing per month for various construction phase general conditions items. The candidate may use the attached form GC and include it in the proposal or provide a separate form that is more applicable to the candidate’s business model. Provide a monthly or lump sum fee for each item, as applicable.

See Bid Form on the following page for proposed General Condition items within the Construction Phase.

As requested, a monthly cost has been provided for each item for a 12 month construction duration.

c) *General Contractors Fee to Manage a Construction Contract* – Include in the proposal the candidate’s standard General Contractor’s Fee. The fee is generally described as the percentage added to the total construction cost for management of a construction project.

SLETTEN CONSTRUCTION GENERAL CONTRACTOR’S FEE	5.5%
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Form GC		
CONSTRUCTION PHASE GENERAL CONDITIONS COSTS		
Office Expense:	Monthly Amount	Lump Sum
CM Field Office. Furniture & Furnishings	\$1,900	\$22,800
Office Supplies	\$300	\$3,600
Field Office Equipment & Maintenance	IN ABOVE	IN ABOVE
Jobsite Radios/Beepers	IN BELOW	IN BELOW
Copy Machine & Maintenance	\$400	\$4,800
Computers and Fax Usage Software & Maintenance	\$900	\$10,800
Field Office Telephone and Long Distance	IN BELOW	IN BELOW
Office Janitorial	\$400	\$4,800
Postage, Messenger and Express Mail	IN BELOW	IN BELOW
Plans & Specifications (sets per bid pkg)	IN BELOW	IN BELOW
Scheduling Expenses	IN BELOW	IN BELOW
Construction Photos & Supplies	IN BELOW	IN BELOW
Job Travel	\$200	\$2,400
Job Meetings & Ceremony Expense	IN BELOW	IN BELOW
Partnering Sessions	IN BELOW	IN BELOW
Construction Trade Training Program	IN BELOW	IN BELOW
Record Drawings Expense	IN ABOVE	IN ABOVE
Audit	IN BELOW	IN BELOW
Records Storage	IN ABOVE	IN ABOVE
Public Information Program (Site Signage)	\$100	\$1,200
QC/QA Manager (including all fringe and insurance)	\$900	\$10,800
Construction Management Labor:		
Cost Management Labor (including all fringe and insurance)	\$14,300	\$171,600
Safety Officer Labor (including all fringe and insurance)	\$1,500	\$18,000
General Conditions Labor (including all fringe and insurance)	\$9,800	\$117,600
Monthly Total:	\$30,900	
Lump Sum Total:		\$370,800
Other not listed above:		
Temp Internet/Phones/Power/Facilities	\$2,600	\$31,200
TOTAL:	\$33,300	\$399,600

**CONTRACT BETWEEN OWNER AND GENERAL CONTRACTOR/
CONSTRUCTION MANAGER FOR**

Water Treatment Plant Solids Mitigation Project

This **CONTRACT** is made as of: _____, 2023

BETWEEN:

***Sletten Construction Company
1000 25th Street North
Great Falls, MT 59401***

Hereinafter identified as the “**CONTRACTOR**” and:

***City of Great Falls
P.O. Box 5021
Great Falls, Montana 59403-5021***

hereinafter identified as the “**OWNER**”.

WITNESSETH that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

1. ARTICLE 1 – DEFINITIONS

1.1. **BASIC DEFINITIONS** – The terms below are expressly defined as follows:

- 1.1.1. Affiliate. Affiliate shall mean any subsidiary of General Contractor/Construction Manager (GC/CM), and any other entity in which GC/CM has a financial interest or which has a financial interest in GC/CM (including without limitation parent companies, related businesses under the same holding company, or any other business controlled by, under common control with, or which controls GC/CM).
- 1.1.2. Allowances. Allowances shall mean the allowance amounts shown in the Guaranteed Maximum Price (GMP) Supporting Documents, together with such further allowances as may be developed by the parties as the Project progresses.
- 1.1.3. Amendment. Amendment shall mean a written modification of this Contract (including without limitation any agreed change to the GMP), identified as an Amendment, and executed by GC/CM and the Owner.
- 1.1.4. Change Order. Change Order shall mean a written modification of this Contract as identified in the General Conditions of the Contract for Construction (including

- without limitation any agreed change to GMP), identified as a Change Order and executed by the GC/CM and the Owner. Change Orders shall be issued only for Owner Scope Changes and unforeseen conditions.
- 1.1.5. Construction Manager (CM). CM shall have the meaning given herein below as GC/CM and CM/GC.
 - 1.1.6. Construction Documents. Construction Documents shall be those prepared by the Design Consultants for the Project as described in the contract between Owner and Design Consultant.
 - 1.1.7. Construction Phase. The Construction Phase shall mean the period commencing on the Owner's execution of a GMP Agreement or Early Work Amendment, together with the earlier of (i) issuance by Owner of a Notice to Proceed with any on-site construction or (ii) execution of a subcontract or issuance of a purchase order for materials or equipment required for the Work.
 - 1.1.8. Construction Phase Services. Construction Phase Services shall mean all of the Work other than the Preconstruction Phase Services.
 - 1.1.9. Contract Documents. Contract Documents shall have the meaning given in the General Conditions of the Contract for Construction.
 - 1.1.10. Design Development Documents. The Design Development Documents shall be as described in the scope of services of the Owner's Agreement with the Design Consultant for this Project.
 - 1.1.11. Early Work. Early Work shall mean Construction Phase Services authorized by Amendment that the parties agree should be performed in advance of establishment of the GMP. Permissible Early Work shall be limited to: early procurement of materials and supplies; early release of bid or proposal packages for site development and related activities; and any other advance work related to critical components of the Project for which performance prior to establishment of the GMP will materially affect the critical path schedule of the Project.
 - 1.1.12. Early Work Amendment. Early Work Amendment shall mean an Amendment to this Contract executed by and between the parties to authorize Early Work.
 - 1.1.13. Guaranteed Maximum Cost for Reimbursable expenses for General Conditions Work (GMCR). Guaranteed Maximum Cost for General Conditions Work or GC Work shall mean that guaranteed maximum sum identified herein below.
 - 1.1.14. General Conditions Work. General Conditions Work ("GC Work") shall mean (i) that portion of the Work required to support construction operations that is not included within overhead or general expense but is called out as GC Work, and (ii) any other specific categories of Work approved in writing by the Owner as forming a part of the GC Work. GC Work is defined and submitted during the GC/CM solicitation phase and is described as Guaranteed Maximum Cost for

Reimbursable (GMCR) expenses for General Conditions.

- 1.1.15. General Contractor/Construction Manager (GC/CM). GC/CM shall mean the entity contracted for by the Owner to provide Pre-Construction and Construction Services as identified in the Phase One Preconstruction Services Contract, in this Contract, and in the General Conditions of the Contract for Construction. Construction Manager/General Contractor (CM/GC) shall have the same meaning as GC/CM. GC/CM and CM/GC includes the “Contractor” as identified in the General Conditions of the Contract for Construction.
- 1.1.16. Guaranteed Maximum Price (GMP). GMP shall mean the Guaranteed Maximum Price of this Contract, as stated in dollars within the GMP Agreement, as determined herein below and as it may be adjusted from time to time pursuant to the provisions of this Contract.
- 1.1.17. GMP Agreement. GMP Agreement shall mean an Agreement to this Contract, issued and executed by and between the parties, to establish the GMP and identify the GMP Supporting Documents and Construction Documents for Construction Phase Services. Where “bid” and all modifications are referenced in the General Conditions of the Contract for Construction, the word is interchangeable with the GMP.
- 1.1.18. GMP Supporting Documents. GMP Supporting Documents shall mean the documents referenced in the GMP Agreement as the basis for establishing the GMP. The GMP Supporting Documents shall expressly identify the Plans and Specifications, assumptions, qualifications, exclusions, conditions, allowances, unit prices, and alternates that form the basis for the GMP.
- 1.1.19. Preconstruction Phase. The Preconstruction Phase shall mean the period that commenced with the execution of the Phase One Preconstruction Services Contract and ends upon commencement of the Construction Phase; provided that if the Owner and GC/CM agree, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently, subject to the terms and conditions of the Contract Documents.
- 1.1.20. Preconstruction Phase Services. Preconstruction Phase Services shall mean all services described in the Phase One Preconstruction Services Contract (“Preconstruction Contract”) and as may be described herein, including such similar services as are described in the Request for Proposals (RFP) and the GC/CM's RFP Response to the extent they are accepted by Owner, but excluding any Early Work. Early Work shall be considered part of Construction Phase Services.
- 1.1.21. Schematic Design Documents. Schematic Design Documents shall be as described in the scope of services of the Owner's Agreement with the Design Consultant for this Project.

- 1.1.22. Scope Change. Scope Change shall mean only (i) changed site conditions not reasonably identifiable or inferable from information available to GC/CM at the time of execution of the GMP Agreement, (ii) Work modifications (including additions, substitutions, and deletions), and (iii) application of Allowances and selection of alternates, all as approved by the Owner under this Contract beyond that identified in the GMP Supporting Documents (but in the case of Allowance items, the GMP will increase only if the cost to Owner of the Allowance items exceeds the total amount of the Allowances).

Unless otherwise indicated, other capitalized terms shall have the meaning ascribed to them in the General Conditions of the Contract for Construction.

2. ARTICLE 2 – CONTRACT DOCUMENTS

The Contract Documents, together with this Contract and Phase One Preconstruction Services Contract, form the entire Contract and Agreement between the Contractor and Owner. The Contract Documents, which are totally and completely a part of this Contract as if attached hereto or repeated herein, are enumerated in the General Conditions of the Contract for Construction inclusive of Wage Rates, Reports, and all other items bound with the Specifications and/or Project Manual(s).

3. ARTICLE 3 – SERVICES AND WORK OF THIS CONTRACT

- 3.1 The Owner has selected the GC/CM to perform Work related to the construction of a new Solids Handling facility at its Water Treatment Plant. The major items for the Project include, but are not limited to:
- 3.1.1 Construction of a new solids dewatering facility in the current area of residual pond #3.
 - 3.1.2 Install new and modify existing site piping to collect solids at the solids dewatering facility.
 - 3.1.3 Provide valving and instrumentation improvements.
 - 3.1.4 Install solids dewatering and handling equipment in the facility.
 - 3.1.5 Facilitate timely start-up, commissioning, and operator training.
 - 3.1.6 Provide site grading and associated sodding/landscaping to restore site to match pre-existing conditions
- 3.2 **Preconstruction Phase Services.** The GC/CM agrees to provide all of the Phase One Preconstruction Services described in the Preconstruction Contract. The Preconstruction Phase shall end on or by **January 3**, **2023**. If Preconstruction

Phase continues beyond **January 3, 2023** through no fault of the GC/CM, additional compensation for extended Preconstruction Services may be negotiated with the Owner. However, commencement of the Construction Phase shall not excuse GC/CM from completion of the Preconstruction Phase Services, if such services have not been fully performed at commencement of the Construction Phase. Early Work approved by the Owner as such in accordance with the Contract Documents shall not be deemed the end of Preconstruction Services or the beginning of the Construction Phase.

3.3 Construction Phase Services.

- 3.3.1 Upon execution of an Early Work Amendment or GMP Agreement/Contract, the GC/CM shall provide Construction Phase Services as provided in the Contract Documents, including without limitation providing and paying for all materials, tools, equipment, labor and services, and performing all other acts and supplying all other things necessary to perform and complete the Work, as required by the Contract Documents, and to furnish to Owner a complete, fully functional Project in accordance with the Contract Documents, capable of being legally occupied and fully used for its intended purposes upon completion of the Contract (or, as to an Early Work Amendment, to furnish such Work as is described in the Early Work Amendment). Construction Phase Services shall include CM Services performed during the Construction Phase.
- 3.3.2 Notwithstanding any other references to Construction Phase Services in this Contract, this Contract shall include Preconstruction Phase Services only until such time the parties execute a GMP Agreement.
- 3.3.3 The parties may execute one or more Early Work Amendments identifying specific Construction Phase Services that must be performed in advance of establishment of the GMP, without exceeding a not-to-exceed budget, a not-to-exceed guaranteed maximum price, or a fixed price ("Early Work Price") to be stated in such Amendment, with such Amendment. If the Early Work Price is a not-to-exceed budget, then GC/CM shall be obligated to perform the Early Work only to the extent that the Cost of Work thereof, together with the GC/CM Fee, does not exceed the Early Work Price; however if GC/CM performs Early Work with a cost in excess of the Early Work Price the GC/CM shall pay such excess cost without reimbursement unless cost overruns are caused by conditions that constitute a change within the Contract or to incorporate Work not included in the GMP Agreement. If one or more Early Work Amendments are executed, the GC/CM shall diligently continue to work toward development of a GMP Agreement acceptable to Owner, which shall incorporate the Early Work Amendments. If Owner thereafter terminates the Contract prior to execution of a GMP Agreement, the provisions of the General Conditions of the Contract for Construction shall apply.
- 3.3.4 Prior to commencement of any Construction Phase effort, and in any event not

- later than mutual execution of the GMP Amendment, GC/CM shall provide to Owner a full performance bond and a payment security bond as required by the General Conditions in the amount of the GMP. If an Early Work Amendment is executed, GC/CM shall provide such bond in the amount of the Early Work Price under the Early Work Amendment. GC/CM shall provide to Owner additional or replacement bonds at the time of execution of any subsequent Early Work Amendment or GMP Agreement, in each case prior to execution of the Amendment and the supplying of any labor or materials for the prosecution of the Work covered by the Amendment, and in each case in a sufficient amount so that the total bonded sum equals or exceeds the total Early Work Price or the GMP, as the case may be. In the event of a Scope Change that increases the GMP, GC/CM shall provide to Owner an additional or supplemental bond in the amount of such increase prior to performance of the additional Work.
- 3.4 Construction, including any portion of Construction, shall not commence until plans and specifications have been submitted and approved as required by law and any state, local, or public authority having jurisdiction over the Project or any portion of it.
- 3.5 Construction Management (CM) Services. Throughout the Preconstruction Phase and Construction Phase of the Project, the GC/CM shall provide CM Services, generally consisting of coordinating and managing the building process as an independent contractor, in cooperation with the Owner, Design Consultant and other designated Project consultants (the "Construction Principals"), all in accordance with the General Conditions of the Contract for Construction and Project Manual. CM Services shall include, but are not limited to:
- 3.5.1 Providing all Preconstruction Phase Services as set forth in the Preconstruction Contract;
- 3.5.2 Developing and delivering schedules, preparing construction estimates, performing constructability review, analyzing alternative designs, studying labor conditions, coordinating and communicating the activities of the Construction Principals throughout the Construction Phase to all Construction Principals;
- 3.5.3 Continuously monitoring the Project schedule and recommending adjustments to ensure completion of the Project in the most expeditious manner possible;
- 3.5.4 Working with the Owner and the Design Consultant to analyze the design, participate in decisions regarding construction materials, methods, systems, phasing, and costs, and suggest modifications to achieve the goals of providing the Owner with the Project within the budget, GMP and schedule;
- 3.5.5 Providing Value Engineering ("VE") services ongoing through the Project. GC/CM shall develop cost proposals, in the form of additions or deductions from the GMP, including detailed documentation to support such adjustments and shall submit such proposals to Owner for its approval. GC/CM acknowledges that VE services are intended to improve the value received by Owner with respect to cost reduction

- or life-cycle costs of the Project;
- 3.5.6 Holding and conducting periodic meetings with the Owner and the Design Consultant to coordinate, update and ensure progress of the Work;
 - 3.5.7 Submitting monthly written report(s) to the Owner. Each report shall include, but shall not be limited to, Project updates including (i) actual costs and progress for the reporting period as compared to the estimate of costs; (ii) explanations of significant variations; (iii) work completed; (iv) work in progress; (v) changes in the work; and (vi) other information as determined to be appropriate by the Owner. Additional oral or written updates shall be provided to the Owner as deemed appropriate by the GC/CM or as requested by the Owner;
 - 3.5.8 Maintaining a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered, safety violations and incidents of personal injury and property damage, and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Design Consultant on request;
 - 3.5.9 Developing and implementing a system of cost control for the Work acceptable to Owner, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The GC/CM shall identify variances between actual and estimated costs and report the variances to the Owner and Design Consultant at regular intervals;
 - 3.5.10 Cooperating with any and all consultants hired by Owner;
 - 3.5.11 At Owner's request, cooperating and performing warranty and inspection Work for the Project through the expiration date of the applicable warranty period;
 - 3.5.12 Assisting Owner with start-up of the Project. Such start-up may occur in phases due to phased occupancy;
 - 3.5.13 If applicable, incorporating commissioning and inspection agents' activities into the Project schedule and coordinating Subcontractors required to participate in the commissioning and inspection process;
 - 3.5.14 Performing all other obligations and providing all other services set forth in the Contract Documents; and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work as required by the Contract.
- 3.6 Should GC/CM discover any errors, omissions, or inconsistencies in the Contract Documents, GC/CM shall promptly report them to Owner. It is recognized, however, that GC/CM is not acting in the capacity of a licensed design professional, and that GC/CM's examination is to facilitate construction and does not create an affirmative

responsibility to detect defects or to ascertain compliance with a Law. Following receipt of written notice from GC/CM of defects, Owner shall promptly inform GC/CM what action, if any, GC/CM shall take with regard to the defect.

4. ARTICLE 4 – CONTRACT SUM AND GMP

- 4.1 Contract Sum. Owner shall pay the GC/CM the "Contract Sum" which shall equal the sum of the Preconstruction Fee, Early Work Amendments, the GMP Agreement, plus any Change Orders as applicable.
- 4.2 The GMP shall be determined in accordance with the formula set forth below and as described in 4.5. The "Cost of the Work" is defined in Article 5. Costs in excess of the GMP shall be paid by the GC/CM without reimbursement by Owner unless adjusted as provided herein. Changes to the GMP shall only be authorized by Amendment or Change Order and approved by the Owner. Any costs or expenses that cause the adjusted GMP approved by the Owner to be exceeded shall be the sole responsibility of and paid by the GC/CM without reimbursement by the Owner.
- 4.2.1 $GMP = [GC/CM \text{ Fee} \times (Guaranteed \text{ Maximum Cost for Reimbursable expenses for General Conditions GMCR} + Estimated \text{ Cost of the Work (ECoW exclusive of the Contractor's Contingency)))] + GMCR + Estimated \text{ Cost of the Work (ECoW inclusive of the Contractor's Contingency)}$
- 4.2.2 GC/CM Fee of **5.5%** is calculated on the Estimated CoW (excluding GC/CM's Construction Contingency, or lump-sum Contingency as agreed between Owner and Contractor) + Guaranteed Maximum Cost for Reimbursable expenses for General Conditions GMCR.

The Contractor is allowed GC/CM fee on all costs associated with GC/CM construction contingency including but not limited to: direct, indirect, insurance, and bond costs.

- 4.3 Preconstruction Fee. If GC/CM's costs for provision of Preconstruction Phase Services as set forth in Exhibit A to the Preconstruction Contract exceed the maximum Preconstruction Fee, GC/CM shall pay such additional cost without reimbursement by Owner. GC/CM shall not be entitled to any GC/CM Fee upon the Preconstruction Fee. If the total actual Preconstruction Fee is less than the maximum Preconstruction Fee, the GMP shall be reduced by the difference; provided that Owner may direct instead that any applied portion of the maximum Preconstruction Fee be applied to Construction Phase Services, in which case the GMP shall not be reduced by the portion so applied. Except to the extent the parties may expressly agree to the contrary in the GMP Agreement, no Preconstruction Fee or other fee, compensation or reimbursement shall be payable to GC/CM with respect to Preconstruction Services performed after execution of the GMP Agreement.
- 4.4 Establishment of GC/CM Fee; Adjustments to GC/CM Fee.
- 4.4.1 The "GC/CM Fee" shall be a fixed percentage of the Estimated Cost of Work

- identified in the GMP Agreement, and shall be calculated as **5.5%** of the Estimated Cost of the Work at the time of establishment of the GMP. In making such calculation, the Estimated Cost of the Work shall exclude the Preconstruction Fee, the GC/CM Fee itself, but shall include Allowances, selected alternates, Fixed Cost for GC Work, and GMCR's. Owner shall pay the GC/CM Fee ratably with each application for payment during the Construction Phase. In the case of Early Work, the GC/CM Fee shall be the above percentage multiplied by the actual Cost of the Early Work.
- 4.4.2 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, and unless the parties agree in writing to the contrary, any Amendment or Change Order that increases or decreases the GMP shall adjust the GC/CM Fee then in effect by multiplying the percentage shown in 4.4.1 by the change in the Estimated Cost of the Work reflected in such approved Amendment or Change Order. For any Amendment or Change Order that increases or decreases the GMP by more than 15%, parties may negotiate a variance to the contract Fee percentage. In addition, if the Contract is terminated for any reason prior to full completion of the Work (including, without limitation, termination during or following performance of Early Work), the GC/CM Fee shall be limited to the total GC/CM Fee multiplied by the percentage of Work completed and accepted at the time of termination. The GC/CM Fee percentage shall not be subject to adjustment for any other reason, including, without limitation, schedule extensions or adjustments, Project delays, unanticipated costs, negligence, or unforeseen conditions.
- 4.5 Determination of GMP.
- 4.5.1 GC/CM shall deliver to Owner a proposed GMP and GMP Supporting Documents at a time designated by Owner during the Preconstruction Phase. If any actual subcontract Bids are available at the time the GMP is being established, GC/CM shall use those subcontract Bids as a basis in establishing the GMP.
- 4.5.2 As the Plans and Specifications may not be developed to the stage of biddable construction documents at the time the GMP proposal is prepared, the GC/CM shall provide in the GMP for further development of the Plans and Specifications by the Design Consultant that is consistent with the Contract Documents and reasonably identifiable and inferable therefrom. Such further development does not include such things as changes in scope, systems, quantities, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order or Amendment with a corresponding GMP adjustment, if any.
- 4.5.3 The GC/CM shall include with its GMP proposal a written statement of its basis (the "GMP Supporting Documents"), which shall include at a minimum:
- 4.5.3.1 A list of the Plans and Specifications, including all addenda thereto and the conditions of the Contract, which were used in preparation of the GMP proposal.

- 4.5.3.2 A list of Allowances and a statement of their basis.
- 4.5.3.3 A list of the clarifications and assumptions made by the GC/CM in the preparation of the GMP proposal to supplement the information contained in the Plans and Specifications.
- 4.5.3.4 The proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the associated fees that comprise the GMP.
- 4.5.3.5 The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.
- 4.5.4 The GC/CM shall meet with the Owner and Design Consultant to review the GMP proposal and the written statement of its basis. If the Owner or Design Consultant discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the GC/CM, who shall make appropriate adjustments to the GMP proposal, its basis or both.
- 4.5.5 Prior to the Owner's acceptance of the GC/CM's GMP proposal and issuance of a Notice to Proceed, the GC/CM shall not incur any cost to be reimbursed as part of the Cost of the Work, except as specifically provided in an Early Work Amendment.
- 4.5.6 The Owner shall authorize and cause the Design Consultant to revise the Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Agreement. Such revised Plans and Specifications shall be furnished to the GC/CM in accordance with schedules agreed to by the Owner, Design Consultant and GC/CM. The GC/CM shall promptly notify the Design Consultant and Owner if such revised Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.
- 4.5.7 The GMP shall include in the Cost of the Work only those taxes which are applicable to the Project and enacted at the time the GMP or Early Work is established.
- 4.5.8 The Guaranteed Maximum Price shall include the GC/CM's contingency, a sum established for the GC/CM's use, with Owner approval (which may be requested and given in writing by mail or by email), to cover costs which are reimbursable as Cost of the Work but which are not the basis for a Change Order. This contingency is not available for Owner-directed design or scope changes and unforeseen or differing site conditions. GC/CM Contingency costs will be reviewed monthly by the Owner for conformance with the Contract.
 - 4.5.8.1 None of the following shall constitute a reimbursable Cost of the Work, or a

compensable change order,:

- 4.5.8.1.1 Extensions of time for weather delays (less than 12 days total);
 - 4.5.8.1.2 Extensions of time or delays for other than Owner-directed design or scope changes, unforeseen conditions, or differing site conditions;
 - 4.5.8.1.3 Damaged work or non-conforming work;
 - 4.5.8.1.4 ;
 - 4.5.8.1.5 Work or delays attributable to subcontractors and suppliers except unforeseen changes to labor and market conditions.; or,
 - 4.5.8.1.6 Delays or costs resulting from GC/CM decisions, management of the project, errors, omissions, or negligence.
 - 4.5.8.1.7 Under no circumstances will any GC/CM Contingency be used for negligence or violations of law, building codes, or regulations.
- 4.5.8.2 All claims for use of GC/CM Contingency shall be submitted as a Change Request pursuant to Article 7. If the parties are unable to reach an agreement, GC/CM Contingency requests shall be subject to Sections 4.2 and 4.3 of the General Conditions of the Contract for Construction. The Owner may, at its sole discretion, approve use of the GC/CM Contingency on an individual event, case-by-case basis, without voiding or waiving the use of Sections 4.2 and 4.3 of the General Conditions of the Contract for Construction.
- 4.5.8.3 All claims for extension(s) of contract time shall be submitted as a Change Request pursuant to Article 7. If the parties are unable to reach an agreement, GC/CM time extension requests shall be subject to Section 4.2 of the General Conditions of the Contract for Construction.
- 4.5.8.4 As otherwise provided in the Contract Documents, the GC/CM shall be liable to the Owner for construction administration expenses, including but not limited to costs of the Design Consultant, as a result of time extensions or delays for other than Owner-directed design or scope changes, weather delays, unforeseen conditions, delays beyond the control of both parties, or differing site conditions.
- 4.5.9 The GC/CM shall work with the Design Consultant and Owner to identify and confirm components and systems not specifically shown but required for a complete, fully functional Project. Owner will direct the Design Consultant to complete the final Construction Documents in accordance with the Project scope agreed upon by all parties at the time the GMP is established. In so doing, Owner acknowledges that GC/CM is providing its services as a Contractor and not a design professional.
- 4.5.10 In developing the GMP, the GC/CM shall include and identify such allowances and clarifications within the GMP as may be necessary to pay for elements that are required for a complete, fully functional Project.

- 4.6 Cancellation of Construction Phase Services. The Owner reserves the sole right at any time, with or without cause, to terminate or cancel any or all pre-construction services and/or not pursue a GMP Agreement/Contract with the GC/CM.
- 4.7 Failure to Furnish an Acceptable GMP. If the GC/CM does not furnish a GMP acceptable to Owner within Owner's target GMP range, or if Owner determines at any time in its sole discretion that the parties may fail to reach a timely agreement on a GMP acceptable to Owner, Owner may terminate this Contract without liability, and the GC/CM shall not receive additional compensation beyond the Preconstruction Fee under this Contract and sums due under any executed Early Work Amendment. Termination under this provision shall proceed under Article 14 of the General Conditions of the Contract for Construction as a termination for Owner's convenience. GC/CM further agrees that Owner shall not be liable for any damages whether actual, consequential or otherwise, for termination of the Contract under this provision.
- 4.8 Acceptance of GMP. Upon acceptance of the GMP by Owner, the parties shall execute this GMP Agreement/Contract.
- 4.9 Owner Savings:.
- 4.9.1 If the remainder of the GC/CM Construction Contingency is less than the amount established in the GMP, the total savings shall accrue to the Owner.
- 4.9.2 If the actual and final cost of work, excluding contingencies, is less than the GMP, 80% of the savings shall accrue to the owner.
- 4.10 Allowance Work.
- 4.10.1 GC/CM shall not perform any Allowance Work without prior written approval by Owner for the Allowance Work and the price thereof.
- 4.10.2 Owner shall be entitled to apply any Allowance line items that have not been fully expended to other line item Allowances that have been fully expended, without any resulting increase in the GMP.
- 4.10.3 If the total Cost of the Allowance Work exceeds the total Allowances within the GMP, GC/CM shall not perform any Allowance Work in excess of such amount until either (i) the parties agree that the additional Allowance work will be performed within the then-current GMP or (ii) a GMP Agreement or Change Order is executed to increase the GMP by the excess cost of the Allowance work.
- 4.10.4 The Contract Sum shall not include any Allowance items not identified in the GMP Agreement or the GMP Supporting Documents.
- 4.10.5 If at the Final Completion of the Project, any portion of the Allowance funds remains unexpended, the GMP shall be reduced by a corresponding amount via a Change Order or Amendment.

- 4.11 Reallocating Projected Cost Under-runs after Bid Buyout. As soon as possible after the awarding of the Work to the primary Subcontractors, GC/CM shall review projected costs and provide the Owner with a buy-out status report showing any projected cost under-runs, reconciling accepted Bids and other reasonably anticipated costs, to the cost estimate used by GC/CM to establish the GMP. This report shall be updated on a monthly basis and until such time that the buyout is complete. GC/CM shall include with its report any underlying documentation requested by Owner used to develop or support such report. GC/CM shall also consider the reduced risk associated with known subcontracting costs, and the impact that reduced risk has on the amount of the GC/CM's Contingency. GC/CM does not guarantee any specific line item provided as part of the GMP Agreement, and has the **sole discretion** to apply payment due to overruns in one line item to savings due to underruns in any other line item with prior notice to the Owner. The GC/CM shall provide a written report to the Owner of any application of underruns to overruns in a separate line item. In no event shall GC/CM exceed the total GMP amount.
- 4.12 Notice to Proceed. If Construction Phase Services are commenced under the Contract, then a notice to proceed will be issued by the Owner to begin the designated or full Construction Phase Services ("Notice to Proceed"). It is anticipated that the Notice to Proceed will be issued on or about **January 16, 2023** with the actual date to be provided in the GMP Agreement/Contract. A separate Notice to Proceed shall be issued for each Early Work Amendment, if any.
- 4.13 Completion of Project. The GC/CM shall achieve Substantial Completion of the entire Work not later than the date fixed in the Guaranteed Maximum Price Agreement.
- 4.14 Time is of the Essence. All time limits stated in the Contract Documents are of the essence.
- 4.15 Time Extensions. Notwithstanding provisions for Contract time extensions, Owner and GC/CM agree that timely completion of the Work is essential to the success of the Project, and that approval for time extension shall be granted only as a last resort.
- 4.15.1 GC/CM agrees to make reasonable effort to recover time from delays that are the GC/CM's responsibility and shall not consider this as a compensable, Owner-directed, or forced acceleration.
- 4.15.1.1 In the event the Owner determines the GC/CM's resources are inadequate to meet the approved construction schedule, the Owner may order the GC/CM to accelerate its performance to give reasonable assurances of timely completion and quality results. Acceleration under this section shall not be deemed a Change Order as provided by the Contract Documents and the GC/CM shall receive no equitable adjustment for such acceleration. Nothing in this section shall be interpreted to relieve the GC/CM of its duties and responsibilities to plan for and complete the work in a timely manner according to the construction schedule.

4.15.2 If a compensable time extension is granted by the Owner, the GC/CM shall be limited to \$(to be defined in the GMP Agreement) per day extended overhead (office and field).

4.16 Liquidated Damages. The GC/CM acknowledges that the Owner will sustain damages as a result of the GC/CM's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, engineering costs to complete the Project, and costs associated with Contract administration and use of temporary facilities. The GC/CM and the Owner acknowledge that the actual amount of damages would be difficult to determine accurately and agree that that the following liquidated damages figure represents a reasonable estimate of such damages and is not a penalty:

4.16.1 The GC/CM agrees to pay to the Owner the liquidated damage sums set forth in the General Conditions for each day of delay or any fraction thereof and further agrees that Owner may deduct such sums from payments the Owner otherwise owes to GC/CM under the Contract. If such deduction does not result in payment to Owner of the assessed liquidated damages in full, GC/CM shall promptly pay any and all remaining sums due to the Owner upon demand.

5. **ARTICLE 5 – COSTS OF THE WORK (REIMBURSABLE. INCLUDED IN THE GMP)**

5.1 Cost of the Work. The term "Cost of the Work" shall mean the costs as described herein. The Cost of the Work shall include only those items necessarily and reasonably incurred by GC/CM in the proper performance of the Work and specifically identified in this Article, and only to the extent that they are directly related to the Project.

5.1.1 Labor Costs.

5.1.1.1 Wages paid for all labor and construction workers directly employed by the GC/CM in performance of the work.

5.1.1.2 Wages and salaries of the GC/CM's supervisory personnel (i) whether stationed at the site or district office, but only for that portion of time they are providing services related to the Project, or (ii) engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work with Owner, or otherwise engaged and off the site when specifically related to the Project, in each case under this clause (iii) only with Owner's prior written approval, and only for that portion of their time directly required for the Work.

5.1.1.3 Cost of all benefits, taxes, insurance, contributions, assessments and benefits required by law or collective bargaining contracts and, for personnel not covered by such contracts, customary benefits such as Social Security, Medicare/Medicaid, sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries

included in the Cost of the Work.

- 5.1.2 Subcontract Costs. GC/CM's actual payment to Subcontractors pursuant to GC/CM's contract with such Subcontractor for the Work on the Project. No amount paid by or payable to any such Subcontractor other than the fixed or cost reimbursement price of its subcontract shall be included in the Cost of the Work, unless otherwise approved in writing by Owner.
- 5.1.3 Costs of Materials, Supplies, and Equipment incorporated in the Work.
- 5.1.3.1 Costs, including transportation, of materials, supplies, and equipment incorporated or to be incorporated in the completed Work.
- 5.1.3.2 Costs for storage on or off site (including applicable insurance), inspection, and testing of materials, supplies and equipment unless specifically noted to be paid by the Owner.
- 5.1.3.3 Costs of materials in excess of those actually installed, but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be delivered to Owner at the completion of the Work or, at Owner's option, shall be sold by the GC/CM. Net amounts realized, if any, from such sales shall be credited to Owner as a deduction from the Cost of the Work.
- 5.1.4 Costs of Miscellaneous Equipment and Other Items; Equipment Rental Charges.
- 5.1.4.1 Costs, including transportation, installation, maintenance, dismantling, removal, and disposal, of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the GC/CM in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the GC/CM; provided that Owner at Owner's option may require that GC/CM deliver to Owner (at no charge) at the end of the Project any of such items procured for this Project. Cost for items previously used by the GC/CM shall mean fair market value. GC/CM shall charge no additional administrative or other mark-up for purchased items.
- 5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the GC/CM at the site, whether rented from the GC/CM or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be according to industry standards, shall not exceed the standard rate paid at the place of the project, and shall not exceed acquisition costs, and for individual items exceeding \$10,000, will be subject to Owner's prior approval. GC/CM shall deliver to Owner a list of published rates from time to time at Owner's request. For all items rented or leased, the GC/CM shall charge Owner only the rental charge incurred by GC/CM with no additional administrative or other mark-up.

GC/CM shall make efforts and use its best skills and judgment to procure equipment in the most expeditious and economical manner consistent with the interest of the Owner. Efforts shall include, but not be limited to, providing Owner with a rent/buy analysis so that Owner may elect for GC/CM to procure the item in lieu of rental if the facility at issue is expected to be rented for six months or longer. Such rent/buy analysis shall include, where available, a leasing rate commensurate with the expected term of rental of the facility at issue.

- 5.1.5 Costs of removal of debris from the site.
- 5.1.6 Cost of internet connection, long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office, computers and other supporting administrative equipment and furnishings, but only to the extent such costs are for the benefit of the Work.
- 5.1.7 That portion of the travel and subsistence expenses of the GC/CM's personnel determined by Owner to be reasonable and necessary incurred while traveling in discharge of duties connected with the Work. Main office staff travel shall not be reimbursed unless approved in advance by Owner.
- 5.1.8 Other Costs.
 - 5.1.8.1 Premiums and deductibles for insurance directly attributable to this Contract.
 - 5.1.8.2 Payment and Performance bonds directly attributable to this Contract.
 - 5.1.8.3 Applicable sales, use or similar excise taxes imposed by a governmental authority which are directly related to the Work and for which the GC/CM is liable.
 - 5.1.8.4 Fees and assessments for the trade permits and for other permits, licenses and inspections for which the GC/CM is required by the Contract Documents to pay. Plan review fees, assessments, and impact fees are the responsibility of the Owner.
 - 5.1.8.5 GC/CM deposits lost for causes other than the GC/CM's fault or negligence.
 - 5.1.8.6 Costs of drawings, Specifications and other documents required to complete the Work, except as provided by Owner or Design Consultant.
 - 5.1.8.7 Losses, expenses, or damages during construction and warranty that did not arise from the negligence or wrongful conduct of the GC/CM or its subcontractors.
 - 5.1.8.8 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by Owner.

5.1.9 Repairs to Damaged, Defective or Nonconforming Work. The Cost of the Work shall also include costs which are incurred by the GC/CM in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property not arising from the actions of the GC/CM.

5.2 The Guaranteed Maximum Cost for Reimbursable expenses for General Conditions Work (GMCR). GC/CM shall be paid a maximum sum as agreed in the GMP Agreement, as payment for the GC Work, including all labor, materials, and direct and indirect costs thereof. To the extent any GC Work is otherwise described above in this Article, GC/CM's compensation for the same is included in the Cost for GC Work and shall not otherwise be charged as Cost of the Work. The Cost for GC Work, less 5% retainage thereon, shall be paid in equal installments monthly over the number of months of the scheduled Construction Phase, commencing with the first progress billing after commencement of the scheduled Construction Phase. However, no adjustment in the amount payable for General Conditions Work will be made if the actual construction period is shorter or longer than the number of months scheduled for the Construction Phase, unless the construction period is extended because of an Owner delay or due to unforeseeable conditions as authorized by the Owner.

5.3 GC/CM Overhead. GC/CM shall be paid in accordance with these Conditions for items including home office overhead, supervisory labor burden, travel, per-diems and is part of the GC/CM Fee.

6. ARTICLE 6 – COSTS OF THE WORK (NOT REIMBURSABLE, INCLUDED IN THE GMP)

6.1 Costs Excluded from Cost of Work. The following shall not be included in the Cost of the Work:

6.1.1 Salaries and other compensation of the GC/CM's personnel stationed at the GC/CM's principal office or offices other than the site office except as allowed under Articles 5.

6.1.2 Expenses of the GC/CM's principal office and offices other than the site office.

6.1.3 Any overhead and general expenses, except as may be expressly included in Article 5.

6.1.4 GC/CM's capital expenses, including interest on the GC/CM's capital, employed for the Work.

6.1.5 Rental cost of machinery and equipment, except as provided in Article 5.

6.1.6 Any cost associated with the Project not specifically and expressly described in Article 5 or not included in within the Project Cost Matrix.

6.1.7 Costs due to the fault or negligence of the GC/CM, Subcontractors, suppliers,

- anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable.
- 6.1.8 The cost of correction of any repair work, nonconforming or defective work, or warranty work in excess of the GMP.
 - 6.1.9 Merit, safety, or other incentive payments, bonuses or awards, or any expenses in connection therewith.
 - 6.1.10 Legal, mediation, or arbitration fees, costs, and expenses except as specifically provided in the Contract Documents.
 - 6.1.11 Fines and penalties.
 - 6.1.12 Except for Early Work, the cost of Preconstruction Phase Services.
 - 6.1.13 The Cost of the Work for GC Work in excess of the Fixed Cost for GC Work unless such fixed costs are exceeded by other terms included in this Agreement.
 - 6.1.14 Any costs in excess of the GMP.

7. ARTICLE 7 – CHANGES IN THE WORK

- 7.1 Price Adjustments. Adjustments to the Guaranteed Maximum Price required by changes in the Work shall be determined by any of the methods listed in the General Conditions of the Contract for Construction, except that, unless the adjustment is based upon fixed pricing or unit pricing:
 - 7.1.1 The overhead and profit markup for the GC/CM shall be limited to the GC/CM Fee adjustment except for self-performed packages that GC/CM is awarded on a competitive basis consistent with other Subcontract bid packages which may include overhead and profit associated with the self-performed work;
 - 7.1.2 The increase or decrease in the Estimated Cost of the Work, other than for subcontract work, shall be calculated pursuant to Articles 5 and 6 above, instead of being based on GC/CM's direct costs as defined in the General Conditions of the Contract for Construction; and,
 - 7.1.3 In calculating adjustments to subcontracts, unless the parties agree otherwise, the change shall be limited to the Subcontractor's Direct Costs plus the supplemental mark-up provided in the General Conditions of the Contract for Construction, and shall not be modified by Articles 5 and 6 above.
- 7.2 Adjustments to GMP. Adjustments to the GMP after execution of the GMP Agreement may be made only (i) in the event of Scope Changes or (ii) as otherwise expressly provided in this Contract, and then only in accordance with the following procedure:

- 7.2.1 GC/CM shall review subsequent iterations of the Plans and Specifications as they are prepared to determine whether, in the opinion of GC/CM, they result in a Scope Change so that it can be determined if an adjustment to the GMP is warranted.
- 7.2.2 Changes to the GMP shall be initiated by written notice by one party to the other. GC/CM shall deliver any such GMP Change Request to Design Consultant and Owner's Authorized Representative within thirty (30) days after event of any Scope Change if, in GC/CM's opinion, it constitutes grounds for adjustment of the GMP. Any GMP Change Request shall include a proposal as to the appropriate GMP adjustment with respect to the Scope Change at issue.
- 7.2.3 GC/CM shall submit its GMP Change Requests as soon as possible, and GC/CM shall not be entitled to claim a GMP increase unless GC/CM submitted a GMP Change Request to Owner's Authorized Representative and to Design Consultant within the earlier of (a) thirty (30) days after GC/CM has received the information constituting the basis for the claim, or (b) as to Work already solicited, prior to commencement of the portion of the Work for which GC/CM intends to claim a Scope Change; and (c) in any event, prior to GC/CM's signing of a Change Order for the Scope Change.
- 7.2.4 Owner may, at any time, submit a GMP Change Request requesting a reduction of the GMP, which shall include Owner's basis for such request, which may include, for example, reduction of the GC/CM's Contingency after further development of the Plans and Specifications that form the basis for the original GMP Agreement, and/or unused Allowances.
- 7.2.5 GC/CM shall work with Design Consultant to reconcile all differences in its GMP Change Request with Design Consultant within seven (7) days from the date of submission of the GMP Change Request. "Reconciled" means that the GC/CM and Design Consultant have verified that their assumptions about the various categories are the same, and that identifies the reason for differences in the GMP Change Request and the Design Consultant's position. GC/CM shall submit the Reconciled GMP Change Request to Owner, which submission shall be a condition to any GC/CM claim for a GMP increase.
- 7.2.6 If the Reconciled GMP Change Request is not acceptable to Owner, GC/CM agrees to work with the Owner and the Design Consultant to provide a GMP Change Request that is acceptable to Owner.
- 7.2.7 GC/CM agrees to make all records, calculations, drawings and similar items relating to GMP Change Request available to Owner and to allow Design Consultant and Owner access and opportunity to view such documents at GC/CM's offices. Upon Owner's reasonable notice, GC/CM shall deliver two copies of such documents to Owner and Design Consultant at any regular meeting or at the Site.

- 7.2.8 GMP increases, if any, shall not exceed the increased Cost of the Work arising from the Scope Change (whether based on agreed fixed pricing, or the estimated Cost of the Work increase based on cost- reimbursable pricing), reconciled in accordance with the above provisions, as arising from the incident justifying the GMP increase, plus or minus the GC/CM Fee applicable to such change in the Cost of the Work.
- 7.2.9 Except as provided in this Section 7.2, adjustments to the GMP shall be reconciled in accordance with the General Conditions of the Contract for Construction.
- 7.2.10 Execution by Owner. Only the Owner's Authorized Representative has authority to execute Change Orders or Amendments on behalf of Owner. No Change Order shall be effective until executed by the Owner.

8. ARTICLE 8 – SUBCONTRACTS AND OTHER CONTRACTS

8.1 General Subcontracting Requirements.

- 8.1.1 Other than Work performed by the GC/CM, the GC/CM shall subcontract the Work to Subcontractors other than the GC/CM and its Affiliates.
- 8.1.2 The GC/CM shall comply with the laws of the State of Montana and the City of Great Falls with regard to the procurement of subcontractors and suppliers.

8.2 GC/CM's Obligations under Subcontracts.

- 8.2.1 No use of a Subcontractor or supplier shall relieve the GC/CM of any of its obligations or liabilities under the Contract. Except as may expressly otherwise be provided in this Contract, the GC/CM shall be fully responsible and liable for the acts or omissions of all Subcontractors and suppliers including persons directly or indirectly employed by them. The GC/CM shall have sole responsibility for managing and coordinating the operations of its Subcontractors and suppliers, including the settlement of disputes with or between the GC/CM and any such Subcontractor or supplier.
- 8.2.2 The GC/CM shall include in each subcontract and require each Subcontractor to include in any lower tier subcontract, any provisions necessary to make all of the provisions of the Contract Documents, including the General Conditions and GC/CM's project schedule, fully effective as applied to Subcontractors. GC/CM shall indemnify Owner for any additional cost based on a subcontractor claim which results from the failure of GC/CM to incorporate the provisions of this Contract in each subcontract. The GC/CM shall provide all necessary Plans, Specifications, Hazardous Materials reports and instructions to its suppliers and Subcontractors to enable them to properly perform their work.
- 8.2.3 Retainage from Subcontractors. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retainage of 5%. The Owner and the GC/CM shall agree upon a mutually acceptable procedure for review and approval of

payments and retainage for Subcontractors.

8.3 Subcontractor Selection.

8.3.1 Unless otherwise provided in the Request for Proposals, this Article, and the direction of the Owner, the selection of all Subcontractors and suppliers shall be made by competitive bids in a manner that will not encourage favoritism, bias, or substantially diminish competition.

8.3.2 GC/CM shall submit to the Owner its proposed procurement documents for review and comment before they are issued for solicitation. GC/CM shall consider and respond to all Owner comments regarding any proposed bid packages. As bid are received, GC/CM shall submit to the Owner a bid comparison in a mutually agreeable form together with any specific back-up requested by Owner. The competitive process used to award subcontracts by the GC/CM may be monitored by the Owner; provided that such monitoring shall not excuse GC/CM from compliance with the subcontracting requirements of this Contract. GC/CM shall cooperate in all respects with Owner's monitoring. The Owner shall be advised in advance of and be given the opportunity to be present at bid openings, and GC/CM shall provide him or her with a summary or abstract of all Bids in form acceptable to the Owner, and copies of particular bids if requested, prior to GC/CM's selection of Bidders. Prior to opening bids, the GC/CM agrees to disclose in writing to Owner any financial interest it has in any such Subcontractor, supplier or other contracting party whenever such Subcontractor, supplier or contracting party intends to compete on any Project work, directly or indirectly, including whether such party is an Affiliate of GC/CM. GC/CM shall also disclose to Owner seven (7) days in advance if they will be providing a bid as a self-performed scope of work.

8.3.3 The following minimum requirements apply to the Subcontract solicitation process:

8.3.3.1 For procurements with an estimated value of more than \$80,000, solicitations will be advertised by bids as required by MCA § 7-5-4302. The GC/CM shall obtain two written quotes or may advertise for bids for procurements over five thousand dollars (\$5,000.00) up to eighty thousand dollars (\$80,000.00).

8.3.3.2 All bid openings for Subcontracting and Self-Performed Work shall be open and available to the public, the Owner, and the Design Consultant, regardless of the bid opening location. GC/CM may propose an alternate delivery method to the Owner for Owner's review and approval. Any bids for construction work by the GC/CM to self-perform work must be reviewed by the Owner, and the selection shall be made by the Owner.

8.3.3.3 Unless specific other prior arrangement has been made with Owner, all bids will be written (hardcopy, email, or facsimile), and submitted to a specific location at a specific time. GC/CM shall time-stamp all bids as received. Subcontractors must be qualified to perform the Work for this Project by being

appropriately registered and in compliance with all laws of the State of Montana.

- 8.3.3.4 If fewer than three (3) bids for a scope of work are submitted in response to any solicitation (inclusive of any bid submitted by GC/CM), prior written approval by Owner shall be required before awarding a subcontract for said scope of work. Field Work and/or Subcontracting/Self-Performed Work by the GC/CM shall be competitively bid, with solicitations advertised per MCA § 7-5-4302, and subject to the same Owner review and oversight as all other competitively bid subcontractor scopes of work.
- 8.3.3.5 GC/CM may develop and implement a prequalification process for particular solicitations, followed by selection of successful bids among those bidders that GC/CM determines meet the prequalification standards, with Owner's prior approval of such prequalification process.
- 8.3.3.6 GC/CM shall comply, and require Subcontractor compliance with, State of Montana Department of Labor & Industry prevailing wage rates as specified in the RFP and as adopted at the time of the solicitation.
- 8.3.3.7 Owner may at its sole discretion, require GC/CM to re-solicit for Bids based on the same or modified documents. If GC/CM does receive a responsive and responsible bid within the initial solicitation, Owner shall be responsible for all cost and schedule overruns due to Owner directed re-solicitation except where cause of re-solicitation is the fault of the GC/CM.
- 8.3.3.8 GC/CM shall review all Bids and shall work with Bidders to clarify Bids, reduce exclusions, verify scope and quantities, and seek to minimize work subsequently awarded via the Change Order process.
- 8.3.3.9 The GC/CM will document any and all discussions, questions and answers, modifications and responses to or from any Bidder and ensure that the same are distributed to all Bidders, and Owner shall be entitled to inspect such documentation on request.
- 8.3.3.10 GC/CM shall determine the apparent low responsive and responsible Bid for each solicitation that meets GC/CM's reasonable performance standards and subcontracting requirements for the components of the Work at issue. In evaluating the responsiveness of bid proposals, the GC/CM, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. If GC/CM determines it is unable to execute a suitable subcontract with the apparent low responsive and responsible Bidder, GC/CM may, with Owner's prior approval, execute a subcontract with the second-lowest responsive and responsible

Bidder. This section does not preclude the award of a sub-contract to any Bidder selected as part of a pre-qualification process.

- 8.3.4 With authorization by Owner, Work may be subcontracted on other than a competitive bidding process, including without limitation, through competitive negotiation. As a condition to its authorization, Owner may require GC/CM's agreement to establish and implement qualification and performance criteria for Bidders, including a scoring system within requests for proposals. Examples include: where there are single fabricators of materials; special packaging requirements for Subcontractor work; design-build work or, where an alternative contracting method can be demonstrated to clearly benefit Owner.
- 8.3.5 GC/CM shall notify Owner in writing in advance before award of any proposed Subcontract, which notice shall include summaries in a form acceptable to Owner of all Bids received for the Subcontract at issue. Owner reserves the right to disapprove any proposed Subcontractors, suppliers and Subcontract or supply contract awards, based on legal standards of responsibility. Owner shall not unreasonably disapprove any proposed Subcontractor or supplier and increased costs due to Owner's disapproval shall be cause for an increase in the GMP.
- 8.3.6 GC/CM's subcontracting records shall not be considered public records; provided, however, that Owner and other agencies of the State shall retain the right to audit and monitor the subcontracting process in order to protect the Owner's interests.
- 8.4 GC/CM Field Work, Subcontracted/Self-Performed Work by GC/CM.
- 8.4.1 With prior written notice to the Owner, the GC/CM or its Affiliate may bid and compete for Field Work and/or Subcontracted/Self-Performed Work with its own forces. All field work and/or subcontracting/self-performed work by the GC/CM shall be competitively bid as provided in Article 8.
- 8.4.2 Except as provided in Article 8, any other portion of the Work proposed to be field work and/or subcontracted/self-performed by the GC/CM, including without limitation provision of any materials, equipment, or supplies, shall be subject to the provisions of Article 8.
- 8.4.3 Any GC/CM competing Bid shall be forwarded to the Owner prior to the bid opening. All Bids for this work shall be publicly available by GC/CM at an announced time, date, and place as all other bids. GC/CM may propose an alternate delivery method to the Owner for Owner's review and approval.
- 8.4.4 For all field work and/or subcontracted/self-performed work, the GC/CM shall at a minimum provide separate subcontract accounting as if it were any other separate subcontracting entity, unless prior written approval is granted by the Owner.
- 8.5 Protests. GC/CM shall resolve any subcontractor/supplier bid withdrawal, protest, or

disqualification in connection with the award. GC/CM shall indemnify, defend, protect and hold harmless Owner from and against any such procurement protests and resulting claims or litigation unless protest exists in whole or in part by the Owner's actions, directions, or negligence, who shall then share its proportionate responsibility for claims or litigation.

9. ARTICLE 9 – RECORDS, ACCOUNTING, AUDITING

- 9.1 Accounting and Audit Access. The GC/CM shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to Owner. Owner and Owner's representatives, including the City of Great Fall's accountants and auditors, shall be afforded reasonable and regular access to the GC/CM's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and the GC/CM shall preserve these for a period of ten (10) years after final payment, or for such longer period as may be required by law.
- 9.2 Periodic and Final Audits. Owner may, at its discretion, perform periodic audits of the Cost of the Work and any other reimbursable costs associated with the Project. Owner intends to conduct a final audit of reimbursable costs prior to the Contract closeout. The GC/CM shall cooperate fully with Owner in the performance of such audits. Disputes over audit findings or conclusions shall be subject to the process set forth in the General Conditions.

10. ARTICLE 10 – REPRESENTATIONS AND WARRANTIES

- 10.1 Representations. GC/CM represents and warrants to Owner as of the effective date of this Contract:
- 10.1.1 it is qualified to do business as a licensed general contractor under the laws of the State of Montana, and has all requisite corporate power and corporate authority to carry on its business as now being conducted;
- 10.1.2 it has full corporate power and corporate authority to enter into and perform the Contract and to consummate the transactions contemplated hereby; GC/CM has duly and validly executed and delivered the Contract to Owner and that the Contract constitutes the legal, valid and binding obligation of GC/CM, enforceable against GC/CM in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law);
- 10.1.3 GC/CM's execution and delivery of the Contract and the consummation of the transactions contemplated hereby will not conflict with or result in a material breach of any terms or provisions of, or constitute a material default under, (i) GC/CM's Articles of Incorporation or Bylaws; (ii) any note, bond, mortgage, indenture,

- license, lease, contract, commitment, agreement or other instrument or obligation to which GC/CM is a party or by which GC/CM may be bound; or (iii) any statute, order, writ, injunction, decree, rule or regulation applicable to GC/CM;
- 10.1.4 no material consent, approval, authorization, declaration or other order of, or registration or filing with, any court or regulatory authority or any third person is required for the valid execution, delivery and performance of the Contract by GC/CM or its consummation of the transactions contemplated hereby; and
- 10.1.5 there is no action, proceeding, suit, investigation or inquiry pending that questions the validity of the Contract or that would prevent or hinder the consummation of the transactions contemplated hereby.

11. ARTICLE 11 – MISCELLANEOUS

- 11.1 Headings. The headings used in the Contract are solely for convenience of reference, are not part of the Contract and are not to be considered in construing or interpreting the Contract.
- 11.2 Merger. The Contract Documents constitute the entire contract between the parties. No waiver, consent, modification or change of terms of the Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract. GC/CM, by signature of its representative, hereby acknowledges that it has read the Contract, understands it and agrees to be bound by its terms and conditions.
- 11.3 Independent Contractor. The parties agree and acknowledge that GC/CM shall render all services under the Contract Documents as an independent contractor and not as the agent, representative, subcontractor, or employee of the Owner. The parties further agree that all individuals and companies retained by the GC/CM at all times will be considered the agents, employees, or independent contractors of the GC/CM and at no time will they be the employees, agents, or representatives of the Owner. The GC/CM is not authorized to represent the Owner or otherwise bind the Owner in any dealings between GC/CM and any third parties.
- 11.4 Progress Payments.
- 11.4.1 Progress Payments. Based upon applications for payment submitted pursuant to the General Conditions, Owner shall make progress payments on account of the Preconstruction Fee, Cost of the Work, General Conditions, and GC/CM Fee, less 5% retainage, to the GC/CM as provided below and elsewhere in the Contract Documents. Retainage will not be withheld on Preconstruction Services. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

- 11.4.2 Percentage of Completion. Applications for payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the application for payment. The percentage of completion shall be the lesser of (i) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the GC/CM on account of that portion of the Work for which the GC/CM has made or intends to make actual payment prior to the next application for payment by (b) the share of the GMP allocated to that portion of the Work in the Schedule of Values.
- 11.4.3 Calculation of Payment. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 11.4.3.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work under the Schedule of Values by the share of the GMP allocated to that portion of the Work in the Schedule of Values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;
 - 11.4.3.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored and otherwise in compliance with the General Conditions;
 - 11.4.3.3 Add the GC/CM Fee. The portion of the GC/CM Fee payable shall be an amount that bears the same ratio to GC/CM Fee as the sum of the amounts in the two preceding Clauses bears to the Cost of the Work, but in no event causing the total GC/CM Fee payments to exceed the total GC/CM Fee, except as modified by the Amendments and Change Orders;
 - 11.4.3.4 Subtract the aggregate of previous payments made by and retained by the Owner;
 - 11.4.3.5 Subtract the shortfall, if any, indicated by the documentation required to substantiate prior applications for payment, or resulting from errors subsequently discovered by the Owner in such documentation;
 - 11.4.3.6 Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents; and,
 - 11.4.3.7 Subtract 5% retainage on the entire progress payment (with the exception of Pre- Construction Services).

12. ARTICLE 12 – REPRESENTATIVES

- 12.1 Owner's Representative. The Owner's Representative shall be _Nate Weisenburger,

PE with Advanced Engineering and Environmental Services, LLC (AE2S) or such other individual as the Owner shall designate in writing. Whenever approval or authorization from or communication or submission to the Owner is required by the Contract Documents, such communication or submission shall be directed to the Owner's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when the Owner's Representative is not available, the GC/CM may direct its communication or submission to other designated Owner personnel or agents and may receive approvals or authorization from such persons.

12.2 GC/CM Representative. The GC/CM's Representative for the purpose of this Agreement shall be GC/CM's Project Manager and Superintendent (if assigned by GC/CM). GC/CM's Representatives are duly appointed representatives and each has the authority to bind the GC/CM to any and all duties, obligations and liabilities under the Contract Documents and any Amendments or Change Orders thereto. Whenever direction to or communication with the GC/CM is required by the Contract Documents, such direction or communication shall be directed to the GC/CM's Representatives; provided, however, that in exigent circumstances when GC/CM's Representatives are both not available, the Owner may direct its direction or communication to other designated GC/CM personnel or agents.

13. ARTICLE 13 – CONTRACT ATTACHMENTS, APPENDICES, EXHIBITS

- GC/CM Request for Qualifications and Proposal and Responses thereto
- Guaranteed Maximum Price Agreement
- Conditions of the Contract (General, Supplementary and other Conditions),
- Drawings, Specifications, Addenda issued prior to execution of the Contract
- Prevailing Wage Rates
- Project Manual
- Certificates of Insurance
- Payment and Performance Bonds

CITY OF GREAT FALLS, MONTANA

CONTRACTOR:

By: _____
Print Name: Gregory T. Doyon
Print Title: City Manager
Date:

By: _____
Print Name:
Print Title:
Date:

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

* APPROVED AS TO FORM:

By: _____
David G. Dennis, City Attorney*

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



Commission Meeting Date: January 17, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Agreement for Engineering Construction Phase Services: Water Treatment Plant (WTP) Solids Mitigation Project, OF 1698.1

From: Public Works Department, Engineering Division

Initiated By: Public Works Department, Engineering Division

Presented By: Jesse Patton, City Engineer

Action Requested: Consider and approve a Professional Services Agreement for Construction Phase Services for the WTP Solids Mitigation Project

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement in the amount of \$546,700.00 to Advanced Engineering and Environmental Services, Inc. (AE2S), for Construction Phase Services for the Water Treatment Plant Solids Mitigation Project, and authorize the City Manager to execute the agreement documents."

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Approve a Professional Services Agreement.

Summary: The City proposes to retain AE2S for professional services to design, facilitate bidding, provide construction administration, and complete as-built drawings/certification documents for this project. On September 7, 2021, the Commission awarded the design and bidding phases to AE2S for \$797,274.00. This subsequent agreement is to proceed with construction and post-construction phase services for the project.

This recommendation is submitted concurrently with a separate recommendation to award a GCCM Construction Contract to Sletten Construction Company for the project. Public Works staff recommends that the City Commission award both this agreement and the separate concurrent GCCM Construction Contract to Sletten.

Background:

The Great Falls Water Treatment Plant treats surface water from the Missouri River via a conventional flocculation, sedimentation, filtration, and disinfection treatment process. Residual solids, generally referred to as sludge, are generated from the primary/secondary clarification basins and clarification of

filter backwash during the water treatment process. The residuals are primarily described as coagulated particles removed from the surface water source by the addition of aluminum sulfate. Currently, sludge is handled by either immediate discharge to the Wastewater Treatment Plant during winter months or onsite storage thickening ponds during summer months.

In 2015-2016, the City retained AE2S to evaluate the existing residuals management procedures and perform an alternative analysis that evaluated and recommended potential improvements. The evaluation report identified a potential of 50% reduction in maintenance costs as well as reduced loading on the wastewater collection system/plant by making on-site residual solids management improvements. The evaluation recommended construction of a screw press dewatering system, a new building to house the equipment, and site improvements to provide truck access to haul extracted solids off site. Per the evaluation, the project has an estimated payback period of roughly 25 to 30 years.

Additionally, the project includes the removal and replacement of the inoperative traveling screen at the water treatment plant intake. The plant operates two traveling screens for redundancy and resiliency. However, the older of the two traveling screens, installed in the 1930s, is currently inoperative. This puts the plant in a precarious position of having no operable backup traveling screen, and in the event that the utilized screen fails the plant would have no traveling screen. The traveling screens trap and remove trash, debris, and aquatic life from the Missouri River raw water source.

The City Engineering Department competitively solicited engineering services via a request for proposals in conformance with the City engineering consultant selection policy. Through the request for proposals, AE2S was the top ranked firm and was selected to provide professional services for the project.

AE2S will design, provide construction administration, and provide the necessary certification documents for the project. The project has successfully moved through the design phase and is moving into the construction phase. AE2S will provide construction administration, construction phase services, and post-construction services. Construction services will include reviewing of contractor submittals, providing full time inspection, responding to contractor inquiries, and reviewing and certifying contractor pay applications. The post-construction services include certification of the project via as-built drawings and certification that the project was constructed in accordance with the approved plans and specifications. Construction phase services will also include assistance in set up of instrumentation and automation of operating equipment.

This item was submitted concurrently with an Award of a GCCM Construction Contract to Sletten Construction Company. The GCCM Construction Contract is a separate contract that does not include the necessary engineering construction phase services from AE2S. Both the AE2S Construction Phase Services PSA and the Sletten Construction GCCM Construction Contract should be awarded for a successful project.

Workload Impacts:

City staff involvement is primarily that of the Public Works Engineering Department and will include part-time inspection, limited participation in construction administration, and serving as a point of contact for City correspondence. The City Engineering Department will approve payment applications, facilitate payment of claims, and in general provide City oversight throughout all stages of the project. City staff will participate in public forums and meeting with the consultant, contractor, and others as needed.

Project Work Scope:

The detailed scope of professional services is provided on the attached “Exhibit A – Scope of Services”.

Conclusion:

The project was selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program, and funded utilizing Water Treatment Plant Funds and Wastewater Treatment Plant Funds. The project will result in a roughly 50% reduction in operation and maintenance costs associated with the current solids handling at the Water Treatment Plant. The project will also rectify the current practice of discharging residual solids directly to the Wastewater Treatment Plant in the winter months. City staff recommends approving the Agreement with AE2S, in the amount of \$546,700.00.

Fiscal Impact:

Both Water Treatment Plant and Wastewater Treatment Plant funds have been programmed and budgeted for this project.

Concurrences:

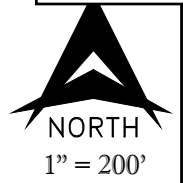
Public Works Department
Legal Department
Finance Department

Alternatives:

The Commission could choose not to award a PSA to AE2S and delay the project. If that were the case, the Commission should also choose not to award the concurrent GCCM Construction Contract to Sletten Construction Company. In that event, staff would request that AE2S revise the design documents and facilitate bidding to pursue delivery of the project through a traditional DBB approach at an unknown additional cost.

Attachments/Exhibits:

Vicinity Map
Professional Services Agreement
Exhibit A – Scope of Work
Exhibit B – Fee Schedule



P:\Engineering\inspector\Mark Juras\1 - Projects\1698.1 WTP Solids Mitigation Facility\CAD\VICINITY MAP.dwg



WATER TREATMENT PLANT SOLIDS MITIGATION PROJECT

VICINITY MAP

OF 1698.1

01-17-

326

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and **ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC (AE2S)**, Portage Building, 405 3rd Street NW, Suite 205, Great Falls, MT 59404, hereinafter referred to as “Consultant.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.

2. Term of Agreement: This Agreement is effective upon the date of its execution. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party.

3. Scope of Work: Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.

4. Payment: City agrees to pay Consultant an amount not to exceed FIVE HUNDRED FORTY SIX THOUSAND SEVEN HUNDRED DOLLARS for services performed pursuant to the Scope of Services, with said services to be performed by Consultant at the hourly rates set forth in Exhibit “B” and reimbursable expenses to be charged at the hourly rates set forth in Exhibit “B”. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

Consultant shall prepare invoices in accordance with its standard invoicing practices and the terms of this Agreement. Consultant shall submit its invoices to City on a monthly basis. Invoices are due and payable within 30 days of receipt.

5. Independent Contractor Status: The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter

71, MCA. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnification: To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant's or its subconsultant's work on the Project, but only to the extent caused by Consultant's breach of this Agreement or any negligent act or omission of Consultant or Consultant's officers, directors, members, partners, employees, or subconsultants. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist. Consultant's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. Consultant also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

7. Insurance: Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy, except Workers' Compensation and Professional Liability, must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured or contain a blanket additional insured endorsement and be written on a "primary—noncontributory basis." Consultant will provide the City with applicable additional insured endorsement documentation. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Consultant, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Consultant's warranties. All insurance policies, except Workers' Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least thirty (30) days prior written notice has been given to Consultant, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

*** Insurance Coverage at least in the following amounts is required:**

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,500,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate

Consultant may provide applicable excess or umbrella coverage to supplement Consultant's existing insurance coverage, if Consultant's existing policy limits do not satisfy the coverage requirements as set forth above.

*** If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above: .**

Legal reviewer initials: **Approved** **Denied**

8. Professional Service: Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

Consultant shall not, at any time, supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any contractor.

9. Compliance with Laws: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Consultant agrees to purchase a City safety inspection certificate or special business license.

10. Nondiscrimination: Consultant agrees that all hiring by Consultant of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

11. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. Modification and Assignability: This document 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 this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

13. Ownership and Publication of Materials: All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City. The City grants Consultant a worldwide, perpetual, nonexclusive, royalty-free license for all reports, information, data, and other materials, prepared by the Consultant pursuant to this Agreement.

14. Liaison: City's designated liaison with Consultant is **Mark Juras** and Consultant's designated liaison with City is **Ross Hanson**.

15. Applicability: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

16. Beneficiaries: Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or Consultant to any contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

IN WITNESS WHEREOF, Consultant and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

CITY OF GREAT FALLS, MONTANA

**AE2S
CONSULTANT**

By: _____
Print Name: Gregory T. Doyon
Print Title: City Manager
Date:

By: _____
Print Name:
Print Title:
Date:

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____
David G. Dennis, City Attorney*

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

**EXHIBIT A – SCOPE OF SERVICES
WATER TREATMENT PLANT SOLIDS MITIGATION PROJECT
CITY OF GREAT FALLS, MONTANA
O.F. 1698.1**

Revised: December 23, 2022

Submitted by: AE2S

Advanced Engineering and Environmental Services, Inc. (AE2S) is providing professional engineering services to the City of Great Falls for the Water Treatment Plant (WTP) Solids Mitigation project.

AE2S has prepared the following scope for the Solids Mitigation project. The construction materials testing will be provided by Terracon and the site construction staking will be provided by BSC&E, as a sub-consultants to AE2S.

The scope of services is to be provided as an amendment to the prescribed requirements of the Professional Services Agreement and related attachments. Descriptions of the proposed tasks to be completed by AE2S under this amendment are provided below:

I. CONSTRUCTION PHASE

- A. General Administration of Construction Contract. Consult with Owner and act as Owner's representative as provided herein. The extent and limitations of the duties, responsibilities and authority of Engineer shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.
- B. Selecting Independent Testing Laboratory. Assist Owner in the selection of an independent testing laboratory to perform services, if any, required for the project that cannot be completed under the expertise of Engineer's subconsultant.
- C. Pre-Construction Conference. Administer a Pre-Construction Conference prior to commencement of Work at the Site. Engineer to require subcontractor's list from Contractor at the Pre-Construction conference.
- D. Schedules. Engineer will receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Engineer to submit a submittals binder to Owner before each phase of the project is completed.
- E. Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to complete the Work.
- F. Construction Progress Meetings. Engineer will facilitate construction progress meetings, either weekly or bi-weekly depending on construction activities, with City staff and Contractor to review construction status and current and/or possible issues.
- G. Visits to Site and Observation of Construction. In connection with observations of Contractor's Work while it is in progress:
 1. A Resident Project Representative (RPR) will provide full-time on-site services during equipment and/or materials installation activities completed by the Contractor. Visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and

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CITY OF GREAT FALLS, MONTANA
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- quality of Contractor’s executed Work. Based on information, such as daily construction notes and photograph records, obtained during site visits, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents.
2. Engineer shall maintain records of and keep Owner informed of the progress of the Work, to include materials quantities, equipment installation, related pay items, project schedule, and as-built construction information.
 3. The purpose of Engineer’s visits to, and representation by the Resident Project Representative at the Site is to review Contractor’s work for accuracy and completeness of installation in accordance with the Contract Documents in order to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase. In addition, by the exercise of Engineer’s efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer/RPR shall not supervise, direct, or have control over Contractor’s Work, nor shall Engineer/RPR have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor’s Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.
- H. Defective Work. Determine that Contractor’s Work be rejected while it is in progress if, on the basis of Engineer’s observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Coordinate such determinations with Owner. Pay requests associated with Defective Work shall not be approved until Work is corrected.
- I. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor’s work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- J. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

**EXHIBIT A – SCOPE OF SERVICES
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CITY OF GREAT FALLS, MONTANA
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Revised: December 23, 2022

Submitted by: AE2S

- K. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- L. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- M. Disagreements between Owner and Contractor. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- N. Applications for Payment. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - 1. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and

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- classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
2. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- O. Contractor's Completion Documents. Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 - P. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 - Q. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work by Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall provide notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
 - R. Coordinate operational requirements of the water treatment facility with the City. Manage the construction phases and respective durations with the Owner, duration overage subject to increase in Engineer's compensation.
 - S. Duration of Construction Phase. Construction Phase will commence with the execution of the construction Contract for the Project or any part thereof and will terminate upon written

**EXHIBIT A – SCOPE OF SERVICES
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CITY OF GREAT FALLS, MONTANA
O.F. 1698.1**

Revised: December 23, 2022

Submitted by: AE2S

recommendation by Engineer for final payment to Contractors. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.

- T. Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- U. Construction Deliverables:
- a. Daily Construction logs and project photographs
 - b. Shop Drawings/Submittal reviews
 - c. Construction meeting minutes
 - d. Certified Payroll reports provided by Contractor
 - e. Approved Contractor's Applications for Payment
 - f. Substantial Completion and associated completion item documentation
 - g. Final Approval and Acceptance documentation

Estimated Fee: \$439,160

II. POST-CONSTRUCTION PHASE

- A. Provide assistance in connection with the adjusting of Project equipment and systems.
1. Provide dewatering equipment systems startup and commissioning assistance and training to the Owner's staff.
- B. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
- C. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work prior to final completion of construction.
- D. In company with Owner or Owner's representative, provide two (2) Warranty inspections for the respective construction warranty phase of the Project to ascertain whether any portion of the Work is subject to correction.
1. One (1) year after Final Completion.
 2. Within one (1) month before the end of the Correction (Warranty) Period.
- E. Provide Operations and Maintenance information for the project as received from the Contractor.
- a. Deliverable - Three (3) paper copies and one (1) electronic copy of Operation and Maintenance manuals delivered to the City.
- F. Provide Record Drawings showing changes made during the construction process, based on the annotated record documents for each construction phase of the Project and furnished by Contractor and which Engineer considers significant.

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- a. Deliverable - One (1) 24"x36" mylar copy and one (1) electronic copy of As-Built Record Drawings delivered to the City. Provide electronic copy of CAD design and record drawings for each phase of the project.
- G. Complete a site visit and inspection of the WTP prior to the expiration of the Correction (Warranty) Period to determine if the completed Work is acceptable according to the Construction Documents. The site visit shall be conducted in accordance with ENGINEER's standard protocol. The inspection shall generally consist of solids dewatering equipment and associated piping/valves performance and conditions, an assessment of structural components, and preparation of an End of Correction Period Report. The Report shall summarize all observations and on-site activities and findings and shall include recommendations for corrective action of observed defects as to replacement or correction of Defective Work, as necessary.

Estimated Fee: \$54,860

III. INSTRUMENTATION AND CONTROLS (I&C) SERVICES

- A. Assist Owner with identifying and planning the modification of control system equipment from existing backwash clarifier system and replacement and/or installation of the new solids dewatering equipment and associated valves.
- B. Provide construction observation for control system equipment to verify proper installation by the Contractor.
- C. Provide assistance in connection with the adjusting of Project equipment and systems.
- D. Provide PLC I/O card installation and setup to provide information for control system monitoring and operation.
- E. Provide control system programming to allow monitoring and operation of the new solids dewatering equipment.
- F. Assist Owner with calibration and troubleshooting of solids dewatering system equipment and operations post-installation.

Estimated Fee: \$52,680

IV. MISCELLANEOUS SERVICES*

- A. Prepare for and participate in miscellaneous meetings to review and discuss design and construction questions or issues with the City.
- B. Assist Owner with miscellaneous construction and/or operation items throughout the separate construction phases of the project.

*Remaining Miscellaneous Services budget rolled over from previous phases

**EXHIBIT A – SCOPE OF SERVICES
WATER TREATMENT PLANT SOLIDS MITIGATION PROJECT
CITY OF GREAT FALLS, MONTANA
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Revised: December 23, 2022
Submitted by: AE2S

Fee Summary:

I.	Construction Phase	\$ 439,160
II.	Post-Construction Phase	\$ 54,860
III.	Instrumentation & Controls (I&C) Services	\$ 52,680
IV.	Miscellaneous Services	\$ <u>N/A*</u>
	TOTAL FEE	\$ 546,700

* Remaining Miscellaneous Services budget rolled over from previous phases

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC **2023 HOURLY FEE AND EXPENSE SCHEDULE**

Labor Rates*

Administrative 1	\$65.00
Administrative 2	\$79.00
Administrative 3	\$95.00
Engineering Assistant 1	\$85.00
Engineering Assistant 2	\$99.00
Engineering Assistant 3	\$125.00
Engineer 1	\$135.00
Engineer 2	\$162.00
Engineer 3	\$190.00
Engineer 4	\$220.00
Engineer 5	\$235.00
Engineering Technician 1	\$84.00
Engineering Technician 2	\$105.00
Engineering Technician 3	\$126.00
Engineering Technician 4	\$141.00
Engineering Technician 5	\$161.00
I&C Assistant	\$100.00
I&C 1	\$148.00
I&C 2	\$175.00
I&C 3	\$198.00
I&C 4	\$210.00
I&C 5	\$220.00
Project Manager 1	\$205.00
Project Manager 2	\$225.00
Project Manager 3	\$240.00
Project Manager 4	\$254.00
Project Manager 5	\$272.00
Project Manager 6	\$284.00
Sr. Designer 1	\$178.00
Sr. Designer 2	\$198.00
Sr. Designer 3	\$212.00
Sr. Financial Analyst 1	\$210.00
Sr. Financial Analyst 2	\$230.00
Sr. Financial Analyst 3	\$250.00
Technical Expert 1	\$325.00
Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	\$0.75/mile
Laser Printouts/Photocopies	\$0.30/copy
Legal Services Reimbursement	\$250.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.



Commission Meeting Date: January 17, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Contract Award: Great Falls Wastewater Treatment Plant Solids Building HVAC Improvements, OF 1633.3.

From: Public Works Department, Engineering Division

Initiated By: Public Works Department, Engineering Division

Presented By: Jesse Patton, City Engineer

Action Requested: Consider and Approve Construction Contract

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (award/not award) the bid of \$1,133,889.00 to Central Plumbing and Heating, Inc. for the Great Falls Wastewater Treatment Plant Solids Building HVAC Improvements, and authorize the City Manager to execute the contract documents."

2. Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.

Staff Recommendation: Staff recommends awarding the contract to Central Plumbing and Heating, Inc. in the amount of \$1,133,889.00. Central Plumbing and Heating, Inc. has provided all the necessary documents for a complete bid.

Summary: The project consists of building changes to improve the indoor air quality and ventilation efficiency in the Solids Building at the Wastewater Treatment Plant (WWTP). This includes demolition and removal of one existing mezzanine mounted air handler, associated roof and all exhaust fans, two building heating water pumps, and associated piping/ductwork. New work includes two replacement air handlers, rooftop exhaust fans, replacement supply and exhaust ductwork, hydronic heating piping, pumps and heat exchanger, and ductless cooling units to support the Solids Building.

Background: The City of Great Falls commissioned a study to investigate the overall condition of ventilation systems with specific facilities at the WWTP, including the Solids Building, in 2017. The study put a particular focus on the root cause of the deterioration of electrical components within the Solids Building. The study concluded that buildup of NH₃ (Ammonia) gasses and air stagnation was evident in multiple visits, and that the corrosive Ammonia gasses were causing damage to electrical components within the building. The study then recommended various HVAC improvements within the building to address the issues.

In late 2021, the City entered into a Professional Services Agreement with GPD, who authored the study, to move forward with design and implementation of a project at the Solids Building. The project was successfully designed and bids were opened for construction on January 4th, 2023. One bid was received and the lowest responsible bidder was Central Plumbing and Heating with a bid amount of \$1,133,889.00.

Significant Impacts:

The HVAC improvements will significantly improve the air quality inside the Solids Building, reducing stagnation of Ammonia gasses and corrosion of electrical equipment. The improvements will provide better indoor environmental control of all spaces, as well as increasing volume of airflows to comply with current codes.

Citizen Participation:

It is not anticipated that this project will have any negative impact on citizens. Citizens will have an opportunity to provide comments during the City Commission meeting at which this award is presented.

Workload Impacts:

City Public Works staff will perform construction administration and serve as a liaison between the contractor, design engineer, wastewater plant operators, and citizens.

Project Work Scope:

This project will include demolition and replacement of existing HVAC equipment and appurtenances. Two new air handlers will provide heated and filtered air to the building. Air will be exhausted from the various spaces via roof mounted industrial exhaust fans with 10-foot discharge stacks. Modifications of the building heating, cooling, temperature control, and electrical components will be provided to achieve the desired project goals.

Evaluation and Selection Process:

This project was advertised on October 16th and 23rd, and November 6th, and 13th, and December 4th, 11th, and 25th, 2022. One bid was received and opened for this project on January 4th, 2023. The bid price was \$1,133,889.00. City Staff is comfortable awarding the project to Central Plumbing and Heating, Inc. as the lowest responsible and only bidder. It is difficult to predict the forthcoming bidding environment if this project is delayed and rebid in the future, in an attempt to obtain more bids. The original bid opening dates were delayed twice while contractors negotiated the tumultuous supply chain environment that the world is facing. It is likely that this scenario will continue to play out if the project is rebid, especially as contractors get busier in the spring and summer. City Staff does not anticipate obtaining more bidders or a lower bid if the project is rebid. Experience has shown that the most successful time to bid a project is in the wintertime, when contractors are slow and looking for summer work. Additionally, the higher than anticipated bid can be attributed to post-pandemic market and labor volatility; prices have increased across the board.

Conclusion:

City Staff and our consultant, GPD both recommend awarding this construction contract, even though only one bid was received. GPD is not sure that the City would receive a bid if the project was rebid, and GPD is of the opinion that the project would not cost less if it was rebid at a later date. The project has been selected, prioritized, and executed in accordance with the Public Works Capital Improvements Program.

Fiscal Impact: This project has been programmed and prioritized as a needed capital improvement and is being funded through the Wastewater Treatment Fund.

Alternatives: The City Commission could vote to deny award of the construction contract and re-bid the project at a later date or do nothing. It is difficult to predict whether a re-bid of the project will result in a lower bid price or more qualified contractors submitting bids. If nothing is done, the Solids Building at the Wastewater Treatment Plant will continue to have the current stagnant Ammonia gas and electrical equipment deterioration issues.

Attachments/Exhibits:

Bid tabulation

Project location map

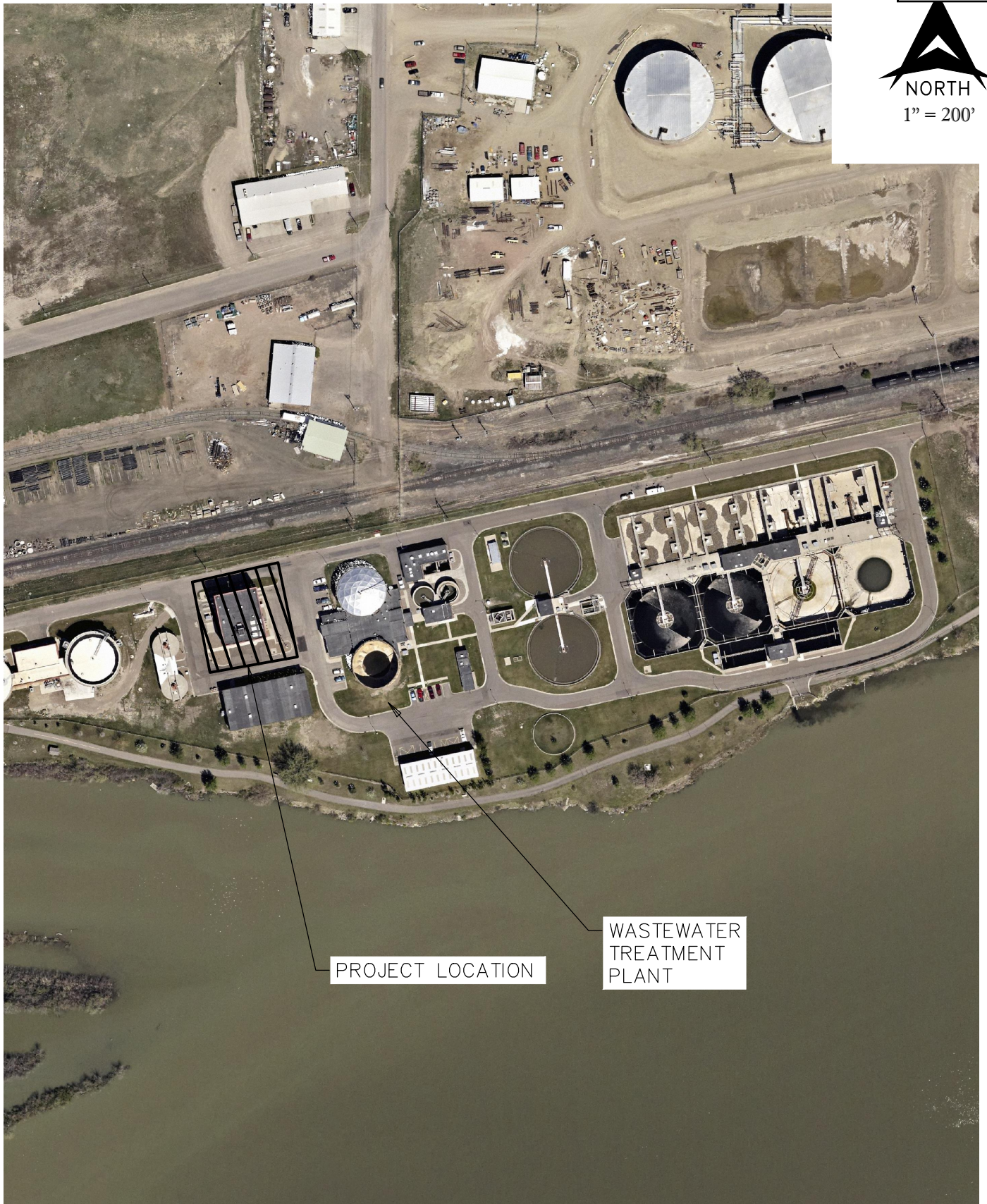
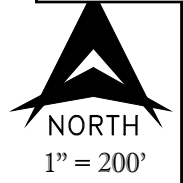
LONG FORM BID TABULATION SUMMARY

OF 1633.3 Great Falls WWTP Solids Building Ventilation Upgrades

PREPARED BY CITY ENGINEERS OFFICE
1/17/2023

Central Plumbing & Heating

ITEM	DESCRIPTION	EST QTY UNIT	UNIT BID PRICE	BID AMOUNT	UNIT BID PRICE	BID AMOUNT	UNIT BID PRICE	BID AMOUNT
101	Mobilization (5% Max)	1 L.S.	\$52,133.00	\$52,133.00				
102	HVAC Renovations	1 L.S.	\$734,776.00	\$734,776.00				
103	Test & Balance	1 L.S.	\$8,395.00	\$8,395.00				
104	Temperature Controls	1 L.S.	\$89,050.00	\$89,050.00				
105	Electrical Renovations	1 L.S.	\$112,950.00	\$112,950.00				
106	Structural Reinforcement	1 L.S.	\$16,221.00	\$16,221.00				
107	Demolition	1 L.S.	\$30,364.00	\$30,364.00				
108	Miscellaneous Work	90,000 UNIT	\$1.00	\$90,000.00				
TOTAL BID:				\$1,133,889.00				



PROJECT LOCATION

WASTEWATER
TREATMENT
PLANT



WASTEWATER TREATMENT
SOLIDS BUILDING HVAC
IMPROVEMENTS

VICINITY
MAP

OF 1633.3

01-17- 344