

# MONTANA LAND INFORMATION GRANT APPLICATION

## STATE FISCAL YEAR 2018

TOWN OF SHERIDAN

## APPLICATION MLIA GRANT FUNDING

### SECTION 1 – APPLICANT, PARTNER, AND PROPOSAL INFORMATION

<b>Primary Applicant:</b>	
Name of principle individual:	Mayor Robert Stump
Name of agency/entity:	Town of Sheridan
Street:	103 East Hamilton St, PO Box 78
City:	Sheridan
County:	Madison County
State:	Montana
Zip Code:	59749-0078
Contact email address:	sheridan@3rivers.net
Contact fax address:	406-842-5430
Contact phone:	406-842-5431
Department:	Mayor
Division:	

<b>Funding Partners:</b> <i>(required for each partner, copy box as needed)</i>	
Name of contact:	Mayor Robert Stump
Name of Agency:	Town of Sheridan
Street:	103 East Hamilton St, PO Box 78
City:	Sheridan
County:	Madison County
State:	Montana

Fiscal Year 2018 Montana Land Information Act Grant Application Package

Zip Code:	59749-0078
Contact email address:	sheridan@3rivers.net
Contact phone:	406-842-5431

<b>Project Partners:</b> <i>(required for each partner, copy box as needed)</i>	
Name of contact:	Tommy Luksha
Name of Agency:	Madison County GIS Department
Street:	100 W Wallace St
City:	Virginia City
County:	Madison County
State:	Montana
Zip Code:	59755
Contact email address:	tluksha@madison.mt.gov
Contact phone:	(406) 843-4242

<b>Proposal Information</b>	
Date Submitted:	
Date Received by State:	
Short Title of Proposal: Building the GIS Capacity of the Town of Sheridan, Montana.	
Executive Summary <i>(required – 200 maximum word count):</i>	
<p>This project will create a Geographic Information System for the Town of Sheridan. The Town of Sheridan is proposing a project designed to meet the grant priority, <b>Development of Local and Tribal GIS</b>, as identified in the 2017 Montana Land Information Act grant application guidelines. The project will help address several issues the Town faces including</p>	

questions regarding its jurisdictional boundaries and the location of its infrastructure, primarily water and sewer. The work will include collecting survey control points and property survey pins to improve the accuracy of the MSDI Cadastral Data and the Town's jurisdictional boundary. It will also involve:

- Collecting GPS data for infrastructure,
- Compiling AutoCAD and hardcopy infrastructure maps,
- Creating basic GIS layers,
- Training the Town staff on the use of GIS software, and
- Creating a set of electronic and hard copy maps that can easily be updated

The project meets the purpose of the Montana Land Information Act (MLIA) by setting up a standardized process for the Town to collect and maintain spatial data. Ultimately the Town staff, in coordination with the Montana State Library, will create standardized GIS data, thus giving the Town a foundation for the further development of GIS.

**List All Past Awarded MLIA Grants:**

The Town has not received any previous MLIA grants.

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## SECTION 2 – RELEVANCE

### **300-WORD COUNT LIMIT FOR NARRATIVE**

*\*In this section, applicants must describe how (do not just say it does) the proposal meets the purpose of the Montana Land Information Act; references the defined grant category priority of the Land Information Plan; and clearly demonstrates how the grant project will further the land plan objectives for the defined category. (15% of the total score)*

The Town of Sheridan is proposing a project designed to meet the grant priority, **Development of Local and Tribal GIS**, as identified in the 2017 Montana Land Information Act grant application guidelines. Sheridan is an incorporated municipality located in southwestern Montana, which has approximately 642 residents.

The work proposed by the Town will create a GIS database through the following general tasks:

- Collecting survey control points, property pins and other monuments,
- Collecting GPS data for Town infrastructure such as water and sewer lines, valves etc.,
- Creating basic GIS layers,
- Purchasing a computer and GIS software, and
- Training the Town staff on the use GIS software.

The project meets the purpose of the Montana Land Information Act (MLIA) by setting up a standardized process for the Town to collect and maintain spatial data. Working with the State Library, the Town will create GIS data by using best practices and standards, thus giving the Town a solid GIS foundation. The GIS data layers created will include an updated jurisdictional boundary for the Town, and for water and sewer systems and parks.

A more accurate Town boundary will provide critical information to the Town, Madison County, the State of Montana and the federal government. The accuracy of the Town boundary affects the following:

- Annexation,
- Taxation,
- Provision of services,
- Elections,
- Gas tax, and
- Census data

Great West Engineering will work with Town staff to research the Town property records and create an accurate boundary based on the MSDI Cadastral Data, Madison County records and the ground surveying. This information will be submitted to the Montana State Library so the MSDI Administrative Boundaries Data can be updated.

Sheridan's project is largely modeled upon the successful MLIA project that Sheridan's sister community of Twin Bridges undertook in conjunction with Great West Engineering in 2014.

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## SECTION 3 – PUBLIC BENEFIT

### **300-WORD COUNT LIMIT FOR NARRATIVE**

*\*In this section, applicants must describe why and demonstrate how the grant project will benefit a specific MSDI theme; enhance the land information needs of multiple agencies or jurisdictions, and benefit the citizens of Montana. (25% of the total score)*

The Town of Sheridan is a community of 642 people located in southwestern Montana. The Town faces a number of challenges that a standardized and accurate GIS data could help address. For example, the jurisdictional boundaries of the Town are not adequately known due to poor mapping through the years. This issue has significant ramifications for the Town and Madison County with regards to whom has jurisdiction over properties, the annexation of new properties, as well as taxation, voting and the provision of services. Also, this situation complicates the work of entities such as the State of Montana and United State Census Bureau on determining the allocation of gas tax revenue and identifying community demographics, respectively.

The Town also faces infrastructure issues, particularly with regards to its water distribution system and the need for greater water storage capacity. Improved water storage is essential to meet Insurance Service Office (ISO) ratings for water flows for fire protection. This project will help the Town better plan for and implement the steps necessary to upgrade the water system.

In addition, the Town's Public Works Director has several years of institutional knowledge regarding the community's infrastructure. This project will help to convert that knowledge into a digital format, so it will be available to the Town after any staff departures.

Ultimately, this project is about much more than just creating data and maps. The outcome of the project will help the Town achieve many of its goals, including better management of infrastructure and services and providing the foundation for Town planning processes such as the update of the Town's growth policy and capital improvements plan.

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## SECTION 4 – SCOPE OF WORK

### **4-PAGE LIMIT FOR NARRATIVE**

*\*In this section, applicants must demonstrate adequate research and preparation; knowledge of existing data standards/best practices and existing data models; clearly and concisely describes how the proposed grant activities and products will accomplish goals and objectives of the identified grant category; and includes a complete project timeline of defined project tasks and outlines their interdependencies. (25% of the score)*

**Provide a detailed narrative of the work that needs to be accomplished in order to complete a successful project. The statement must include:**

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### **GOAL 1: IMPROVE CONTROL POINT DATA IN THE TOWN OF SHERIDAN**

There are a limited number of survey monuments within the Town. In fact, according to the National Geodetic Survey, there is only one vertical control point (QY0079) within the Town, and that point is located in the southwest corner of the community. This situation makes accurate property surveying difficult. Starting the summer of 2017, Great West Engineering will search for survey control points and property pins within the Town and collect GPS coordinates for each. Sheridan will send the gathered coordinates to the Montana State Library for inclusion in the State's Public Land Survey System (PLSS) database.

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#### **OBJECTIVE 1A: FIND MONUMENTS AND COLLECT SURVEY DATA**

Great West Engineering's licensed surveyor will spend up to 3 days in the field finding monuments in August of 2017. Monuments will be referenced with other survey markers, and if needed GPS coordinates will be collected. Survey data will be provided to the State Library in World Geodetic System 1984 (WGS84) coordinate system and the Epoch used will also be described. Data will be submitted to the Library via the Multi-State Control Point Data Submission Spreadsheet. In addition, the surveyor will review databases of existing control points to make sure the proposed efforts are not redundant with existing data.

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#### **OBJECTIVE 1B: SUBMIT SURVEY DATA TO THE MONTANA STATE LIBRARY**

Great West Engineering's licensed surveyor will submit survey point GPS coordinates to the Montana State Library in September and October of 2017.

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### **GOAL 2: CREATE BASIC GIS LAYERS FOR THE TOWN OF SHERIDAN**

Sheridan will organize GIS layers into a geodatabase format. The coordinate system to be used is the Montana State Plane NAD83 HARN Coordinate System, as outlined in the Montana Association of Geographic Information Professional's *Best Practices and Standards: Spatial Reference*, 2009. Metadata will be generated for each layer in compliance with the Montana Portal Metadata Standards. All data layers will be published on the Montana GIS Portal. Great West Engineering and the Town will work with the Montana State Library to ensure that the data



layers created for the Town align with the MSDI Cadastral Data. This goal is dependent on completion of survey and GPS data collection and updates to the MSDI Cadastral Data.

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**OBJECTIVE 2A: CREATE A TOWN LIMITS GIS LAYER AND METADATA**

Great West Engineering will work with Town staff to compile records documenting the Town's jurisdictional boundaries, including Madison County Clerk and Recorder data, legal descriptions, annexation records, and how properties are being taxed. An improved digital boundary of the Town's incorporated limits will be created from these sources. This step could take several months due to the need for meetings between Town officials, landowners, Madison County and the Montana Department of Revenue. This objective is slated to begin in August of 2017 with completion estimated in November of 2017.

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**OBJECTIVE 2B: SUBMIT TOWN LIMITS LAYER TO MONTANA STATE LIBRARY**

The updated Town boundary layer will be submitted to the Montana State Library for inclusion in the MSDI Administrative Boundaries Data in November of 2017.

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**OBJECTIVE 2C: GPS TRAINING FOR TOWN STAFF**

Great West Engineering will provide the Town Public Works Director with training on the use of a GPS unit in the collection of spatial data for the Town's infrastructure. This objective will be completed in August of 2017. The Public Works Director will collect GPS coordinates for applicable infrastructure in the Town.

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**OBJECTIVE 2D: CREATE WATER SYSTEM GIS LAYERS AND METADATA**

GIS layers will be created for the water system and will include water mains, valves, wells and well-house. Great West Engineering will work with Town staff to compile information on infrastructure from GPS data, AutoCAD data, and hard copy maps. All of this information will be converted to GIS layers in the Montana State Plane NAD83 HARN Coordinate System using the MSDI Cadastral Data, so the water system infrastructure aligns with the parcel boundaries. Hard copy maps will be scanned and geo-referenced, and the water infrastructure digitized into GIS layers (mains, valves, meter pits and hydrants). This work will include creating metadata for all new layers.

The maps that result from this project will be created from a combination of field surveys and existing digital and hardcopy sources. The maps will show a combination of specific and general locations of infrastructure. Surveying and the use of GPS units will improve the accuracy of the data. The Town will also consider requiring future residential and commercial developers to provide digital files (GIS layers in the Montana State Plane HARN NAD83 Coordinate System) of plats, including water and sewer infrastructure. This practice would make it easier for Town staff to update their water and sewer GIS layers. This activity will begin in September of 2017 and be completed in October of 2017.

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**OBJECTIVE 2E: CREATE SEWER SYSTEM GIS LAYERS AND METADATA**

See Objective 2D for methodology. GIS layers for sewer will include sewer mains, manholes, and cleanouts. This objective will start in October of 2017 and be completed in November of 2017.

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**OBJECTIVE 2F: CREATE PARKS GIS LAYERS AND METADATA**

Working with Town staff, Great West Engineering will create a GIS layer for the Town's parks. This objective will be met in November of 2017.

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**GOAL 3: GENERATE A HARD COPY MAPS FOR THE TOWN STAFF**

Great West Engineering will create ArcGIS project files (.mxd) for each of the following maps, as well as one set of hard copy maps and .pdf files for making additional copies. Town staff will be trained on how to update maps in the future (See Goal 4). The following objectives will be met in December of 2017.

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**OBJECTIVE 3A: CREATE MAPS SHOWING TOWN LIMITS**

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**OBJECTIVE 3B: CREATE MAPS OF WATER AND WASTEWATER INFRASTRUCTURE**

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**OBJECTIVE 3C: CREATE MAPS SHOWING PARKS AND TRAILS**

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**GOAL 4: TRAIN THE TOWN STAFF ON HOW TO USE GIS**

Training will consist of developing a user's manual, installation of GIS software, and on-site staff training.

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**OBJECTIVE 4A: CONSULTANT CREATES CUSTOM MANUAL FOR UPDATING GIS LAYERS AND MAPS**

Great West Engineering will provide a custom manual on how to update the GIS layers and maps. The manual will include step by step directions in non-technical terms. The manual will be drafted throughout the project, but completed in January of 2018.

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**OBJECTIVE 4B: GIS SOFTWARE INSTALLED ON SHERIDAN STAFF COMPUTER**

Great West Engineering will work with the Town staff to purchase a PC that can run ArcGIS Pro and purchase and install ArcGIS Pro software on the new computer. Maintaining the Town's GIS layers and maps will require access to GIS software. Software installation will take place in February of 2018.

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**OBJECTIVE 4C: CONSULTANT PROVIDES ON-SITE TRAINING WITH TOWN STAFF ON HOW TO USE MANUAL, UPDATE GIS LAYERS, AND PRODUCE MAPS**

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Great West Engineering will provide training to the Town staff on the use of GIS. One training will be a half-day in Sheridan and the other will be a remote training. Based on Great West Engineering's working on an MLIA grant for Twin Bridges, the best way to learn GIS is to have the Town staff learn to update the GIS layers and maps while Great West Engineering provides guidance. The training will be completed in February of 2017.

## DELIVERABLES

- Survey point GPS coordinates
- Town limits GIS layer
- GPS data collected for Town infrastructure
- Water system GIS layers (mains, meter pits, valves, hydrants)
- Sewer system GIS layers (mains, manholes, cleanouts)
- Parks and trails GIS layers
- .MXD files (ArcMap project files), one set of hard copy maps, and .pdf files for the associated maps
- GIS capable computer
- ArcGIS Pro software
- Custom manual on how to update GIS layers and maps

## TIMELINE

Task	Aug. 2017	Sept. 2017	Oct. 2017	Nov. 2017	Dec. 2017	Jan. 2018	Feb. 2018
Goal 1: Improve control point data in the Town of Sheridan							
Objective 1A: Find monuments and collect survey data	X						
Objective 1B: Submit survey data to the Montana State Library		X	X				
Goal 2: Create basic GIS layers for the Town of Sheridan							
Objective 2A: Create a town limits GIS layer	X	X	X				
Objective 2B: Submit town limits layer to Montana State Library				X			
Objective 2C: GPS training for the Town Staff	X						
Objective 2D: Create water system GIS layers		X	X				
Objective 2E: Create sewer system GIS layers			X	X			
Objective 2F: Create parks and trails GIS layers				X			
Goal 3: Generate set of hard copy report and maps for Town staff							
Objective 3A: Create maps showing town limits					X		
Objective 3B: Create maps of water and wastewater infrastructure					X		
Objective 3C: Create maps showing parks and trails					X		
Goal 4: Train the Town Staff on the Use of GIS							
Objective 4A: Consultant creates custom manual for updating GIS layers and maps			X	X	X	X	
Objective 4B: GIS software installed on Sheridan staff computer							X
Objective 4C: Consultant provides on-site training							X

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## **SECTION 5 – PROJECT MANAGEMENT AND ORGANIZATIONAL CAPABILITY**

### **2-PAGE LIMIT FOR NARRATIVE**

*\*In this section, the applicant must demonstrate their record of performance with similar projects; the ability to implement the methodology described in the scope of work; and adequate skills, qualifications and experience of the project manager, key personnel, project partners, and contractors to complete the project. If subcontractors are to be used the procurement process for acquiring professional services, this must be described in detail. (10% of the score)*

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### **PROJECT MANAGEMENT**

#### **GREAT WEST ENGINEERING (CONSULTANT)**

The Town of Sheridan published a Request for Proposals in May of 2014 for on-call engineering, surveying and planning services. Great West Engineering was selected as the Town's on-call provider following a thorough evaluation process. The on-call contract between Sheridan and Great West Engineering is attached in Exhibit A.

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#### **PROJECT MANAGER**

Dan McCauley, PE, will serve as the Project Manager and be responsible for the overall coordination and direction of the project. Dan will be responsible for project budget, schedule, and quality control. Dan has a long history of working with the Town of Sheridan, has immense knowledge of the Town's water and sewer infrastructure, and understands the challenges in organizing and maintaining the Town's spatial data. Dan has over 37 years of engineering experience, is a graduate of Montana State University, and is a licensed Professional Engineer in the states of Montana, Idaho, and Wyoming.

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#### **GIS TECHNICIAN**

Andrea Stanley will serve as the GIS Technician for this project. Andrea is highly experienced with preparing GIS-based maps. She has ten years of experience developing comprehensive GIS maps; including base maps showing surrounding areas, boundaries, road and street systems, public properties, streams, and floodplains/wetlands. Most recently, Andrea has used her GIS abilities to build spatial data libraries and produce map exhibits for engineering studies and reports, grant proposals, watershed assessments, zoning and land use planning, utility infrastructure inventories, open cut mine planning, and stream permitting.

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#### **SURVEYOR**

Matt Morris is a Professional Land Surveyor with over ten years of experience. Matt has completed both minor and major subdivisions of land, and divisions of land exempt from review including family member transfers and boundary line adjustments. Specializing in boundary related services such as researching historic documents related to land ownership and work in

the United States Public Land Survey System. In the last year, Matt has conducted survey work in Sheridan, thus he is uniquely qualified to work on the Town's survey and boundary issues.

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### **GRANT ADMINISTRATOR**

Craig Erickson is a Certified Grant Writer© who is familiar with federal, state and private funding. Craig has been involved in the funding and administration of over 80 projects valued at over \$90 million. Craig has extensive experience in the day-to-day management of grants.

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### **TOWN OF SHERIDAN (APPLICANT)**

#### **MAYOR**

Robert Stump will be providing input on the project and will be consulted on decision-making, as appropriate.

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#### **PUBLIC WORKS DIRECTOR**

Curtis Green will assist Great West Engineering in compiling existing data on the Town limits and infrastructure. Curtis will use a GPS unit to collect data for the Town's water and sewer infrastructure. ArcGIS Pro will be installed on his computer, and he will be trained to use GIS. Curtis has over two years of experience and is registered with the State of Montana as both a certified water and wastewater operator.

#### **TOWN CLERK**

Ginger Galiger will assist Great West Engineering in compiling existing data on Town limits and infrastructure. Ginger will also be involved in organizing any required meetings with agencies, as needed.

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### **MADISON COUNTY GIS DEPARTMENT: TOMMY LUKSHA (PROJECT PARTNER)**

Tommy Luksha from the Madison County GIS department is going to serve in an advisory role to the project and share any pertinent data that he has. Mr. Luksha will share his advice and knowledge regarding the creation of shape files for the Town of Sheridan.

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## SECTION 6 – BUDGET JUSTIFICATION AND BUDGET TABLE

### **2-PAGE LIMIT FOR NARRATIVE**

*\*In this section, applicants must demonstrate that the project can be completed within the proposed budget, fully justifies all project expenditures, leverages existing funds, and explains long term funding plans.*

*The budget narrative should clearly state the assumptions used to develop the proposed budget including all sources of subcontracted cost estimates. If the applicant's share is to be considered in-kind, the source of those in-kind must be documented. Matching in-kind funds must be specific to the project and be fully justified. They may be monetary or in other forms such as staffing, infrastructure or technology support. All funding sources listed in the budget table must be fully explained. If grant funds are to be distributed to project partners through contractual agreements or other means those must be explained in the narrative. Explain how this project will be maintained in the long term including staffing and funding plans, including reducing dependencies on MLIA funding. Explain any projected future enhancements that may require additional third party funding.*

*Use the included table to define the project budget. (25% of the score)*

The estimated total cost of this project is \$33,493. This application is requesting \$27,537 from MLIA grant funding. The Town of Sheridan will purchase or rent a GPS unit to collect data. The Town is committed to purchasing a new computer that will run ArcGIS Pro software. The Sheridan Town Council will include this amount in the Town's 2018 annual budget. Following is a description of each budget item:

### **PERSONNEL**

The Town of Sheridan Public Works Director and Town Clerk will be involved in the following tasks: researching town limits records; compiling hard copy maps, digital files, and local knowledge on the locations of water and wastewater systems, collecting GPS field data on water and wastewater systems, compiling existing information on parks and trails and GIS training.

Estimated hours for the Public Works Director are 80 hours. Personnel costs for the Public Works Director are estimated at \$1,560 and fringe benefits are estimated at \$622.

Estimated hours for the Town Clerk are 20 hours. Personnel costs for the Town Clerk are estimated at \$374 and fringe benefits are not applicable as the Town Clerk is provided health insurance under a separate policy provided by her spouse and not the Town.

## **TRAVEL**

No travel is anticipated for Town staff. Great West Engineering's travel time is included under the contractual section.

## **EQUIPMENT**

The Town of Sheridan will rent a GPS unit to collect infrastructure data. The estimated cost to rent a sub-meter unit is \$100 per day. It is anticipated that 10-days of GPS work will be required to collect the necessary data, thus the total cost of the rental will be approximately \$1,000. The Town is planning to purchase a new computer that is capable of running ArcGIS Pro software. The estimated cost for the computer and accessories is \$2,000. A single use license for ArcGIS Pro is estimated to cost \$1,500. The Town anticipates that funds from the grant will allow them to purchase GIS software. The Town will include the \$400 per year maintenance cost in their future budgets to keep the software up to date.

## **SUPPLIES**

No major supplies will be needed.

## **CONTRACTUAL**

The Town of Sheridan published a Request for Proposals in May of 2014 for on-call engineering, surveying and planning services. Great West Engineering was selected as the Town's on-call provider following a thorough evaluation process. The on-call contract between Sheridan and Great West Engineering is attached in Exhibit A.

Great West Engineering's surveyor will spend up to three days in the field searching for monuments and collecting survey data and another two to three days preparing and submitting the data to the Montana State Library. The total surveying cost is estimated at \$5,000.

Great West Engineering's GIS Technician will spend 239 hours to create GIS layers, create .mxd files, create metadata, print hard copy maps, draft a training manual, and provide on-site training to Town staff. The total cost, including labor and travel costs from Helena to Sheridan for creating GIS layers, providing the staff training, is estimated at \$19,837.

Great West Engineering's Project Manager will provide 5 hours of review and oversight of the project and Great West's Grant Administrator will provide 5 hours to administrate the grant at an estimated total cost of \$1,200.

## **OTHER**

No other costs are anticipated.

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<b>MLIA GRANT BUDGET SUMMARY</b>										
Category	<b>Applicant Summary</b>					<b>Project Partner* Summary</b>				<b>Total</b>
	MLIA Share	Applicant Cash	Other Cash	In-kind	Applicant Subtotal	Partner 1	Partner 2	Partner 3	Partner Subtotal	
a. Personnel				\$1,934						
a. 1. Fringe Benefits				\$622						
b. Travel				NA						
c. Equipment	\$1,500			\$3,400						
d. Supplies										
e. Contractual	\$26,037									
f. Other										
<b>Total</b>	<b>\$27,537</b>			<b>\$5,956</b>						<b>\$33,493</b>

\*See Page MLIA Grant Compliance section for the definition of a project partner.



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## SECTION 7 – STATEMENTS OF SUPPORT

*\*In this section, applicants must include statements of support are required for each party listed as a funding partner—see MLIA Grant Compliance – MLIA Grant Partners section for the definition of a funding partner. Do not include other statements of support as they will not be evaluated.*

The Town of Sheridan does not have any funding partners.

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## SECTION 8 – RENEWABLE GRANT ACCOUNTABILITY

*\*In this section, applicants awarded a FY2017 MLIA Grant for the same project or purpose, must submit a report on the progress made toward meeting the requirements of that grant: the report must include the status of all tasks or deliverables outlined in the grant.*

## SECTION 8 – Sign the Application

### Authorizing Statement

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

I further certify that this project will comply with applicable statutory and regulatory standards.

I further certify that I am (by my signature) authorized to enter into a binding agreement with the Montana State Library to obtain a grant if this application receives approval.

Robert C. Stump

Robert Stump

\_\_\_\_\_  
Mayor, Town of Sheridan

\_\_\_\_\_  
Signature and Title of Authorized Representative(s) of Public Entity Applicant

2/13/17

Date

**SECTION 9 – CHECKLIST – SIGNATURES REQUIRED**

Initial or mark n/a	Completed Required Task
Smb	<b>Section 1 – Applicant, Partner, and Proposal Information</b>
Smb	Primary Applicant Information
N/A	Funding Partner <i>(if applicable)</i>
Smb	Project Partner <i>(if applicable)</i>
Smb	Proposal Information
N/A	List All Past Awarded MLIA Grants
Smb	<b>Section 2 – Relevance</b> <i>(300 max word limit)</i>
Smb	<b>Section 3 – Public Benefit</b>
Smb	<b>Section 4 – Scope of Work Narrative</b> <i>(4-page limit)</i>
Smb	<b>Section 5 – Project Management and Organizational Capability Narrative</b>
Smb	<b>Section 6 – Budget Justification Narrative and Table</b>
Smb	Budget Justification Narrative
Smb	Complete Budget Table
N/A	<b>Section 7 – Statements of Support</b> <i>(if applicable)</i>
N/A	<b>Section 8 – Renewable Grant Accountability Narrative</b> <i>(if applicable)</i>

## EXHIBIT A

### *AGREEMENT FOR PROFESSIONAL SERVICES*

THIS AGREEMENT is made and entered into by and between Town of Sheridan, of P.O. Box 78, 103 East Hamilton Street, Sheridan, Montana, 59749 herein referred to as "Client" and Great West Engineering, Inc. of P.O. Box 4817, 2501 Belt View Drive, Helena, Montana 59604, herein referred to as "Consultant",

### ***WITNESSETH:***

That the above named Consultant and the Client mutually agree as follows:

1. **Scope of Work:** Client desires Consultant to provide professional engineering and related services for various designated and undesignated public works projects within the Town of Sheridan jurisdictional area. Client further desires Consultant to act as an "on-call" City Engineer, to engage in general engineering services related to the Client's infrastructure, in particular those activities associated with the Town's water, sewer, storm drainage, streets, paths, trails, etc. Services may include but are not limited to planning, surveying, preliminary engineering, final design, construction administration, inspection work, grant writing and/or grant administration, and other technical and project development services that the Client may request on an as-needed basis. Consultant shall perform the services for the Client by specific Task Orders, which shall be in substantially the same form as attached Exhibit "A".
2. **Effective Date and Time of Performance:** This Agreement takes effect upon its execution by the parties hereto and will terminate five (5) years after that date. Upon mutual agreement by both parties, the Agreement may be extended beyond that time at one (1) year increments.
3. **Services and Materials:** The Consultant shall provide and furnish all services, materials, supplies, transportation, equipment, and supervision necessary to perform the scope of services outlined and described for each Task Order in Exhibit "A" at the hourly rates (unless lump sum costs are

utilized) specified in Exhibit "B", both exhibits attached hereto and made a part of this Agreement. The Consultant shall not commence work on any Task Order until a letter or e-mail of Notice to Proceed is provided by the Client for such task. Consultant hereby certifies that Consultant has obtained all necessary professional licenses or certificates as specified or required by Montana law to perform the scope of services for Client as specified in this Agreement.

4. **Compensation and Method of Payment:** Except where lump sum amounts are specified, the Client will pay the Consultant for actual hours of work performed and actual reimbursable costs expended within forty-five (45) days of receipt of an invoice or statement for work performed. Any invoice not paid within forty-five (45) days after the date of the invoice shall bear interest at the maximum allowable rate permitted by law.

Time and material invoices are based on the hourly rates set forth in Consultant's prevailing *Schedule of Billing Rates*, attached hereto as Exhibit "B", which may be amended from time to time, plus expenses. Services performed and costs expended by the Consultant for each Task Order shall not exceed the maximum amount authorized for the specific Task Order without additional express written authorization from the Client.

Expenses shall include out-of-pocket costs for technical, professional and clerical services and for transportation; meals and lodging; laboratory tests and analyses; subconsultants and subcontractors; telephone; printing; copying; and binding. Client shall pay all governmental fees, permits and charges.

Consultant may stop work on the project and withhold delivery of all work until Client's obligations then due and owing to Consultant are paid in full.

5. **Liaison:** Dean Derryberry, Mayor, Town of Sheridan, is the Client's liaison with the Consultant. Fred Phillips, Project Manager, Great West Engineering, Inc., is the Consultant's liaison with the Client.
6. **Independent Contractor:** It is understood by the parties hereto that the Consultant is an independent contractor as that term is defined by Montana Statute and current case law and as such is not an employee of Town of Sheridan for purposes of federal or state taxes, social security (FICA) withholding, retirement plans or systems, worker's compensation, or any other obligation which an employer has a duty to perform on behalf of an employee under applicable federal, state, or local statutes, rules or regulations.

Consultant is and shall perform this Agreement as an independent contractor, and as such, is responsible to the Client only as to the results to be obtained for the services herein specified, and to the extent that the services shall be performed in accordance with the terms of this Agreement. Consultant shall have and maintain complete control over all of its employees, subcontractors, agent and operations, being responsible for any required payroll deductions and benefits, such as, but not limited to, worker's compensation with statutory limits, and unemployment insurance.

7. **Insurance:** Insurance shall be maintained by the Consultant. Prior to initiating work on this project, Consultant shall provide the Client, on an annual basis, with a Certificate of Insurance.
8. **Access to Records/Use of Documents:** The Consultant agrees to maintain reasonable records for this project along with all records of performance and compliance with the terms of this Agreement and to allow access to these records by the Client, upon the Client's request for the same. Consultant retains ownership to all documents and work product under this Agreement, and the Client may only use such documents and work product in connection with the project. If requested, Consultant shall submit electronic copies of drawings or other information ("Electronic Files") to the Client in a mutually

agreed upon format. Consultant will remove its name, logo, and professional seals from the Electronic Files. Consultant will add a disclaimer to the Electronic Files that states; "This information shall not be altered or changed in any way, or adapted for any other purpose without Consultant's prior review and written approval. Client and its recipients assume all risks associated with any unauthorized use, reuse, alteration, change or adaptation, and Consultant shall not be liable for direct, indirect, incidental, or consequential damages relating to any unauthorized use, reuse, alteration, change or adaptation."

9. **Confidentiality and Conflicts of Interest:** The Consultant agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the Client and obtained or developed by the Consultant in connection with the work under this Agreement unless disclosure is required by law, subpoena, or court order. Consultant represents and agrees that Consultant does not and will not have any conflicts of interest regarding the performance of services hereunder.
10. **Nondiscrimination:** The Consultant will not discriminate against any employee or applicant for employment relating to services to be provided hereunder on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with this project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.
11. **Subconsultants:** With Client's approval, Consultant may retain subconsultants to perform services for the projects.
12. **Extra Work:** If Client desires work to be performed beyond the services described in this Agreement, Client must authorize Extra Work by signing a written supplement.

13. **Modification and Assignability of Contract:** This Agreement may not be enlarged, modified or altered except upon subsequent written agreement signed by the parties hereto. The Consultant may not assign any rights or duties arising hereunder without the prior written consent of the Client.
14. **Termination:** Either party may, without cause and without prejudice to any other right or remedy, terminate this Agreement thirty (30) days after delivery of a written notice of termination to either party. Delivery shall be deemed complete upon the date of mailing of said notice through the United States Postal Service by first class mail. In the event of termination, Consultant will be paid the agreed fees for services performed up to the date of termination
15. **Construction and Venue:** This Agreement will be construed under and governed by the laws of the State of Montana. In the event of litigation, the parties agree that venue shall be in the judicial district that encompasses the Town of Sheridan, Montana.
16. **Compliance with State, Federal, and Local Laws:** The Consultant shall observe and comply with applicable federal, state, and local laws, ordinances and regulations pertaining to this contract and the services to be performed hereunder. Without limiting the generality of the foregoing, Consultant agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued thereunder and all state laws and regulations enacted and adopted pursuant thereto. The Consultant shall endeavor to take the necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.
17. **Standard of Care:** Services provided by Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. Consultant makes no express or implied warranties.



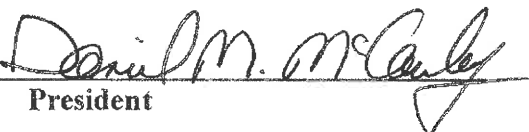
18. **Client's Review of Submissions:** Client shall reasonably examine and respond to Consultant's submissions; and Client is obligated to give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Consultant's services.
19. **Indemnifications:** Consultant and Client shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses, including the reimbursement of reasonable attorneys' fees, to the extent caused by or resulting from negligent or wrongful acts, errors, or omissions related to or arising out of their respective performances in connection with the Project.
20. **Allocation of Risk:** To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$50,000 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
21. **Alternative Dispute Resolution:** Unresolved disputes, controversies and claims relating to performance of services shall be initially referred to mediation.
22. **Attorney's fees:** If any proceeding is commenced relating to this Agreement, prevailing party is entitled to recover its reasonable attorneys' fees and costs in accordance with state law.
23. **Consequential Damages:** Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any

cause of action including negligence, strict liability, breach of contract and breach of warranty.


24. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.
  
25. **Construction Phase Services:** If Consultant performs any services during the construction phase of the project, Consultant shall not supervise, direct, or have control over the work of the Contractor(s) performing that construction. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
  
26. **Entire Agreement:** This Agreement 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 shall be or become a part of the agreement. This Agreement constitutes the complete and final understanding between the parties and may only be amended by written agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this  
27<sup>th</sup> day of May, 2014.

**GREAT WEST ENGINEERING, INC.**

By:   
President

**TOWN OF SHERIDAN, MONTANA**

By:   
Mayor

Attest:

\_\_\_\_\_  
Clerk  
Town of Sheridan, Montana

**EXHIBIT "A"**  
**SPECIFIC TASK ORDERS**

---

[Date]

Town of Sheridan  
P.O. Box 78  
103 East Hamilton Street  
Sheridan, Montana, 59749

Attn: Mayor Dean Derryberry

**Re: Task Order No. \_\_\_\_\_ - [Description]  
Town of Sheridan Engineering Services On-Call  
Great West Engineering, Inc. Project No. 1-14112**

Dear Mayor Derryberry:

This letter constitutes *Task Order No. \_\_\_\_* to our *Agreement for Professional Services* dated May 27, 2014 for the above-referenced Project. Great West's scope of services, schedule of fees, and schedule for completion of these services ("Services") are as follows:

**[Insert Description of Services and Schedule for Completion]**

As compensation for these Services, Client shall pay Great West an estimated total amount not to exceed \$ \_\_\_\_\_ as determined by the *Consultant Agreement*. Consultant may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Client.

Please have an authorized representative sign both originals of this letter and return one executed original to Great West Engineering at the following address:

Great West Engineering, Inc.  
P.O. Box 4817  
Helena, MT 59604

**Acknowledgement.** This *Task Order No. \_\_\_\_* is agreed to by the parties and is effective as of the date of this letter.

**GREAT WEST ENGINEERING, INC.**

**TOWN OF SHERIDAN**

\_\_\_\_\_  
Daniel M. McCauley

\_\_\_\_\_  
[Authorized Signature]

\_\_\_\_\_  
President

\_\_\_\_\_  
Date



EXHIBIT B  
SCHEDULE OF BILLING RATES\*

	<u>Hourly Rate</u>
Clerical Support .....	\$ 53
Project Assistant .....	.61
Project Coordinator .....	.71
Grant Administrator .....	.99
Watershed Scientist .....	.67
Engineering Tech .....	.65
Ecologist .....	.88
Construction Inspector 2 .....	.99
CADD Operator/Designer .....	.94
Senior CADD Operator/Designer .....	.96
Engineer 1 .....	.90
Engineer 2 .....	.96
Engineer 3 .....	1.01
Survey Party Chief.....	.80
Land Surveyor .....	.98
Senior Technician/Planner .....	.99
Senior Hydrogeologist .....	1.10
Project Manager 1 .....	1.10
Project Manager 2 .....	1.19
Project Manager 2 .....	1.31
Project Manager 3 .....	1.40
Project Manager 4 .....	1.46
Senior Project Manager .....	1.60
Principal/Project Manager .....	1.65

Reimbursable Expenses include but are not limited to:

Auto Mileage.....	\$.65/mile
Outside Consultants.....	1.10xcost
Shipping & Delivery .....	1.10xcost
Fees & Permits .....	1.10xcost
Supplies .....	1.10xcost
Travel and Per Diem.....	1.10xcost

\*These rates are effective January 5, 2014. They are subject to update in January 2015.