

MONTANA LAND INFORMATION GRANT APPLICATION

STATE FISCAL YEAR 2018

TOWN OF CASCADE, MONTANA

APPLICATION MLIA GRANT FUNDING

SECTION 1 – APPLICANT, PARTNER, AND PROPOSAL INFORMATION

Primary Applicant:	
Name of principle individual:	Murry S. Moore
Name of agency/entity:	Town of Cascade
Street:	9 North Front Street, PO Box 314
City:	Cascade
County:	Cascade County
State:	Montana
Zip Code:	59421
Contact email address:	townofcascade@gmail.com
Contact fax address:	406-468-2740
Contact phone:	406-468-2808
Department:	Mayor
Division:	

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Funding Partners: <i>(required for each partner, copy box as needed)</i>	
Name of contact:	Murry S. Moore
Name of Agency:	Town of Cascade
Street:	9 North Front Street, PO Box 314

¹ In order to avoid duplication of efforts, many portions of this application are based upon the narrative found in the 2017 MLIA grant application for the Town of Sheridan. This duplication is due to the similarities of the two proposed projects.

Fiscal Year 2018 Montana Land Information Act Grant Application Package

City:	Cascade
County:	Cascade County
State:	Montana
Zip Code:	59421
Contact email address:	townofcascade@gmail.com
Contact phone:	406-468-2808

Project Partners: <i>(required for each partner, copy box as needed)</i>	
Name of contact:	
Name of Agency:	
Street:	
City:	
County:	
State:	
Zip Code:	
Contact email address:	
Contact phone:	

Proposal Information	
Date Submitted:	
Date Received by State:	
Short Title of Proposal:	
Building the GIS Capacity of the Town of Cascade, Montana.	
Executive Summary (<i>required – 200 maximum word count</i>):	
<p>This project will create a Geographic Information System (GIS) for the Town of Cascade. The project will help the Town address issues related to the location and operation of its infrastructure, primarily water and sewer. The work will include:</p> <ul style="list-style-type: none"> • Collecting GPS data for the Town’s 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. <p>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. Through coordination with the Montana State Library, the Town staff will create GIS data using best practices and standards, thus giving the Town a foundation for the further development of GIS.</p>	

List All Past Awarded MLIA Grants:
<p>The Town of Cascade has not received any previous MLIA Grants.</p>

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 Cascade 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. Cascade is an incorporated municipality located in central Montana, which has approximately 685 residents.

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

- Collecting GPS data for Town infrastructure such as water and sewer lines, valves etc.,
- Compiling AutoCAD and hardcopy infrastructure maps,
- Creating basic GIS layers,
- Creating hard copy maps, and
- Providing training to the Town's 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. By working with the Montana State Library, Cascade will create GIS data using best practices and standards, thus giving the Town a solid foundation for the further development of GIS. The GIS data layers created will include those for water and sewer infrastructure, as well as parks and trails.

It is important to note that the Town staff, particularly the Public Works Director, Joe Voss, has years of institutional knowledge regarding the Town's infrastructure. This project will help to convert that knowledge into a digital format, so it will be available to the Town long after any staff departure.

While the creation of GIS data layers and a standardized process for the collection and maintenance of spatial data will be the deliverables of this project, the hoped-for outcomes are much higher. The Town views this project as a means to help achieve its goals of providing better infrastructure management and more accurate infrastructure and land use planning.

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 Cascade faces some challenges related directly to operation and management of infrastructure. This situation affects the provision of safe services to residents, such as drinking water. Creating a standardized and accurate GIS database for the Town will help to improve the Town's understanding and planning for improvements to its infrastructure and services.

For well over a decade, the Town has been working on upgrading its infrastructure, particularly its water system. Many portions of the water distribution system had become severely corroded and the Town systematically replaced its water mains and has almost completed that project. Nonetheless, more work remains. The Town is looking at the replacement of its aging water storage tanks in the near future.

Currently, the most pressing issue that the Town faces is with regards to deteriorating wastewater collection and transmission lines. Many of the sewer mains in the Town are at the end of their service life and need to be replaced. The Town is pursuing grant funding from the State of Montana to address these issues.

This grant opportunity will allow the Town to convert GPS-referenced locates for infrastructure into an accurate GIS database, thus providing the Town with relevant and accessible GIS mapping. Together these resources will allow the Town staff to query and analyze their infrastructure in a spatial manner and relation to other features in the Town. Ultimately, this will make the Town's infrastructure management and planning much more efficient and effective, and allow for the needed improvements to be made.

Finally, the Town Council has taken a proactive approach to community planning and regularly updates the Town's growth policy and capital improvements plans. Standardized, accurate GIS data and maps will help the Town to continue to improve these planning processes.

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)*

Listed below are the goals and objectives to build a GIS for the Town of Cascade. The goals and objectives are in chronological order, and generally, each goal and objective depend upon the previous goals and objectives being completed. The associated tasks and activities are listed under each objective.

GOAL 1: TRAIN THE STAFF OF THE TOWN TO USE GPS TECHNOLOGY

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.

GOAL 2: CREATE BASIC GIS LAYERS FOR THE TOWN OF CASCADE

The GIS layers for the Town will be organized in a geo-database format. The coordinate system will be 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 GPS data collection and updates to the MSDI Cadastral Data.

OBJECTIVE 2A: GPS TOWN INFRASTRUCTURE

The Town Public Works Director will use a handheld GPS device to collect location data for the Town's water and wastewater infrastructure including water and sewer mains, valves and manholes. This work will begin in August of 2017 and completed in September of 2017.

OBJECTIVE 2B: CREATE WATER SYSTEM GIS LAYERS AND METADATA

Great West Engineering will work with Town staff to compile AutoCAD data, hard copy maps, and GPS data. 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. Also, as necessary, hard copy maps will be

scanned and georeferenced, and the water infrastructure digitized into GIS layers (mains, valves, and hydrants). This work will include creating metadata for all new layers.

The maps that result from this project will be created, using a combination of GPS data, AutoCAD drawings and hardcopy maps. The Town will also consider requiring future subdivision or annexation applicants to provide digital files (GIS layers in the Montana State Plane HARN NAD83 Coordinate System) of plats, including water and sewer infrastructure. This data would make it easier for Town staff to update the water and sewer GIS layers. This objective will start in October of 2017 and be completed in November of 2017.

OBJECTIVE 2C: CREATE SEWER SYSTEM GIS LAYERS AND METADATA

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

OBJECTIVE 2D: CREATE PARKS AND TRAILS GIS LAYERS AND METADATA

Working with Town staff, Great West Engineering will create GIS layers for parks and trails. This objective will be met in November of 2017.

GOAL 3: GENERATE SET OF HARD COPY REPORT AND HARDCOPY MAPS FOR 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.

OBJECTIVE 3A: CREATE MAPS OF WATER AND WASTEWATER INFRASTRUCTURE

OBJECTIVE 3B: CREATE MAPS SHOWING PARKS AND TRAILS

GOAL 4: TRAIN THE TOWN CLERK AND PUBLIC WORKS DIRECTOR HOW TO USE GIS

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

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

Great West Engineering will write 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.

OBJECTIVE 4B: GIS SOFTWARE INSTALLED ON CASCADE STAFF COMPUTER

Great West Engineering will work with Town staff to purchase and install ArcGIS Pro Software on the Public Works Director’s computer. The only way the Town will move towards maintaining GIS layers and maps is by having the software and using it. Software installation will take place in February of 2018.

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

Great West Engineering will provide training to the Town staff on the use of GIS. One training will be a half-day in Cascade, and the other will be a remote training. Based on Great West Engineering’s experience 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 2018.

DELIVERABLES

- GPS coordinate data for Town infrastructure
- Water system GIS layers (mains, 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
- Custom manual on how to update GIS layers and maps

TIMELINE

This timeline is a conservative estimate but allows for the additional time to meet with agencies or the public, as needed.

Task	July 2017	Aug. 2017	Sept. 2017	Oct. 2017	Nov. 2017	Dec. 2017	Jan. 2018	Feb. 2018
Goal 1: Train Town of Cascade Staff to Use GPS								
GPS training		X						
Goal 2: Create basic GIS layers for the Town of Cascade								
Objective 2A: GPS the Town infrastructure		X	X					
Objective 2B: Create water system GIS layers			X	X				
Objective 2C: Create wastewater system GIS layers				X	X			
Objective 2D: Create parks and trails GIS layers					X			
Goal 3: Generate set of hard copy report and poster-sized maps for Town staff								
Objective 3A: Create maps of water and sewer infrastructure						X		
Objective 3B: Create maps showing parks and trails						X		
Goal 4: Cascade staff is introduced to GIS								
Objective 4A: Creates custom manual for updating GIS layers and maps							X	
Objective 4B: GIS software installed on Cascade staff computer								X
Objective 4C: Consultant provides on-site training								X

Section 5 – Project Management and Organizational Capability

2-PAGE LIMIT FOR NARRATIVE

**In this section, the applicant must demonstrate their past 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)*

PROJECT MANAGEMENT

GREAT WEST ENGINEERING (CONSULTANT)

The Town of Cascade published a Request for Proposals in February of 2009 for on-call engineering and surveying services. Great West Engineering was selected as the Town's on-call provider following a thorough evaluation process. The on-call contract between Cascade and Great West Engineering is attached in Exhibit A.

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 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.

GIS TECHNICIAN

Andrea Stanley will serve as the GIS Technician for this project. Andrea is highly experienced in 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.

TOWN OF SHERIDAN (APPLICANT)

MAYOR

Mayor Murry Moore will be providing input on the project and will be consulted on decision-making, as appropriate.

PUBLIC WORKS DIRECTOR

Joe Voss will assist Great West Engineering in compiling new and existing data on the Town's infrastructure. Joe will be trained in the use of GPS technology to collect data on the location of the Town's infrastructure. Joe will also be trained in the use of GIS software, and ArcGIS Pro will be installed on Joe's computer. Joe has over 27 years of experience and is registered with the State of Montana as both a certified water and wastewater operator.

TOWN CLERK

Jodie Campbell will also assist Great West Engineering in compiling existing data on the Town's infrastructure and assist with grant administration. Jodie will also be trained in the use of GIS software. Also, Jodie will schedule any meetings required for the successful completion of the project. Jodie has served as the Town Clerk since 2009, and is a certified water operator.

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 total cost of this project is estimated at \$25,758. This application is requesting \$20,711 from MLIA grant funding. The Town of Cascade will purchase a new computer and ArcGIS Pro software. The Town has included this amount in its annual budget. Following is a description of each budget item:

PERSONNEL

The Town of Cascade Public Works Director and Town Clerk will be involved in the following tasks: compiling hard copy maps, digital files, and local knowledge on the locations of water and sewer 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 46 hours, six hours for GIS training and 40 hours of GPS data collection. Personnel costs for the Public Works Director for this project are estimated at \$1,360.00. This estimate includes about 20-hours of overtime to complete the data collection. Fringe benefits for the Director are estimated at \$543.00.

Estimated hours for the Town Clerk are 10 hours. Personnel costs for the Town Clerk are estimated at \$174.00. Fringe benefits for the Clerk are estimated at \$70.00.

TRAVEL

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

EQUIPMENT

The Town of Cascade will rent a GPS unit to collect infrastructure data. The estimated cost to rent a sub-meter unit is \$100.00 per day. It is anticipated that 5-days of GPS work will be required to collect the necessary data. Thus the total cost of a GPS rental will be approximately \$500.00. 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 is estimated to cost \$1,500. The Town anticipates that funds from the grant will allow them to purchase GIS software which will be installed on the Public Works Director's computer. 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 Cascade published a Request for Proposals in February of 2009 for on-call 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 Cascade and Great West Engineering is attached in Exhibit A.

Great West Engineering's GIS Technician will spend 217 hours working with Town staff to compile existing data, create GIS layers, create .mxd files, create metadata, generate 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 Cascade for creating GIS layers, providing the staff training, is estimated at \$18,011.

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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MLIA GRANT BUDGET SUMMARY										
Category	Applicant Summary					Project Partner* Summary				Total
	MLIA Share	Applicant Cash	Other Cash	In-kind	Applicant Subtotal	Partner 1	Partner 2	Partner 3	Partner Subtotal	
a. Personnel				\$1,534						
a. 1. Fringe Benefits				\$613						
b. Travel				NA						
c. Equipment	\$1,500			\$2,900						
d. Supplies	NA			NA						
e. Contractual	\$19,211									
f. Other	NA									
Total	\$20,711			\$5,047						\$25,758

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

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 Cascade does not have any funding partners.

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.

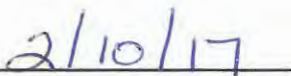
I further certify that I am (by my signature) authorized to enter into a binding agreement with the Montana State Library to obtain a grant if this application receives approval.



Murry S. Moore

Mayor of Cascade

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



Date

SECTION 9 – CHECKLIST – SIGNATURES REQUIRED

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

EXHIBIT A

1-08221

AMENDMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment, agreed upon by the Town of Cascade (*Client*) and Great West Engineering (*Consultant*), is for the purpose of extending the said *Agreement* for professional services (dated February 3, 2009) as follows:


Replace section 2 of the *Agreement* with the following:

2. **Effective Date and Time of Performance:** This Amendment to the Agreement for Professional Services takes effect upon its effective date and will terminate five (5) years after that date. Upon mutual agreement by both parties, the Agreement may be extended beyond that time at the discretion of the Council and Mayor.

Per section 2 of the Agreement, Amendment No. 1 which states "this Amendment to the Agreement for Professional Services takes effect upon its effective date and will terminate one (1) year after that date. Upon mutual agreement by both parties, the Agreement may be extended beyond that time at the discretion of the Council and Mayor", the Town of Cascade and Great West Engineering hereby agree to extend the Agreement until March 10, 2020.

The effective date of this Amendment is March 10, 2015.

Great West Engineering, Inc.

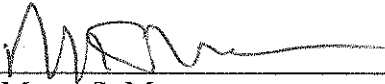


Daniel M. McCauley, PE
President

MARCH 24, 2015

Date

Town of Cascade



Murry S. Moore
Mayor

3-10-2015

Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between The Town of Cascade, PO Box 314, Cascade, MT 59701, 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 Cascade jurisdictional area. Client further desires Consultant to act as an "on-call" Engineer, to engage in general engineering services related to the District's infrastructure, in particular those activities associated with the water, sewer, storm drainage, streets, parks and trails. Services may include, but are not limited to, planning, preliminary engineering, topographic surveying, cost estimating, final design, construction administration and inspection, 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

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necessary to perform the scope of services outlined and described for each Task Order in Exhibit "A" at the hourly rates 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 an executed task order or Notice to Proceed (email or fax) 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:** 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.

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; 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:** The Town Mayor is the Client's liaison with the Consultant. Craig Pozega, PE, 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 the Town of Cascade 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 or other documentary evidence that the attached insurance requirements will be met for the duration of this Agreement.

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. 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. The Town of Cascade and its recipients assume all risks associated with any alteration, change or adaptation, and Consultant shall not be liable for direct, indirect, incidental, or consequential damages relating to any 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 warrants 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 the Client's approval, Consultant may retain subconsultants to perform services for the projects.
12. **Extra Work:** If the Client desires work to be performed beyond the services described in this Agreement, the 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 Lewis & Clark County, State of Montana.
16. **Compliance with State, Federal, and Local Laws:** The Consultant shall observe and comply with all 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 take all 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. **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 reasonable attorneys' fees, related to or arising out of their respective non-negligent performances in connection with the Project.
20. **Alternative Dispute Resolution:** Unresolved disputes, controversies and claims relating to performance of services shall be initially referred to mediation.
21. **Attorney's fees:** If any proceeding is commenced relating to this Agreement, prevailing party is entitled to recover its reasonable attorneys' fees and costs.
22. **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 3rd day of February 2009.

GREAT WEST ENGINEERING, Inc.

By: David M. McCarty

Title: President

TOWN OF CASCADE

By: William R. Peters

Title: Town Mayor

EXHIBIT "A"
SPECIFIC TASK ORDERS

January 22, 2009

Town of Cascade
PO Box 314
Cascade, MT 59701

Re: Task Order No. _____ - _____
Town of Cascade Engineering Services On-Call
Great West Engineering, Inc. Project No. 1-08221

Dear Mayor Peterson:

This letter constitutes *Task Order No. ____* to our *Agreement for Professional Services* dated _____, 2009 for the above-referenced Project. Great West Engineering's scope of services and schedule for completion of these services ("Services") are as follows:

Attached hereto as Task Order No. ____ - Exhibit C

As compensation for these Services, Client shall pay Great West Engineering an amount not to exceed \$_____, as determined by the *Consultant Agreement*. This amount can not be exceeded without Client's written approval.

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.

Daniel M. McCauley

President

TOWN OF CASCADE


[Authorized Signature]

2-3-09
Date



**EXHIBIT B
SCHEDULE OF BILLING RATES***

	<u>Hourly Rate</u>
Clerical Support	\$ 47
Project Assistant	53
Project/Marketing Coordinator	58
Grant Administrator 1	60
Grant Administrator 2	90
Office Manager	80
Engineering Intern	70
Construction Inspector 2	88
CADD Operator/Designer	80
Senior CADD Operator/Designer	83
Engineer 1	78
Engineer 2	83
Engineer 3	88
Land Surveyor	90
Senior Technician/Planner	88
Senior Hydrogeologist	93
Senior Designer	98
Project Manager 1	98
Project Manager 2	115
Project Manager 3	120
Project Manager 4	130
Senior Project Manager	145
Principal/Project Manager	160

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 1, 2009. They are subject to update in January 2010.