

UCFRB RESTORATION FUND GRANT AGREEMENT No. 600 _____

This agreement is made by and between the STATE OF MONTANA, NATURAL RESOURCE DAMAGE PROGRAM (NRDP) and _____(PROJECT SPONSOR) according to the following terms, covenants and conditions.

WHEREAS, NRDP acknowledges that it is in the best interests of the people of the State of Montana to provide funding to PROJECT SPONSOR for restoration or replacement of natural resources injured and/or services lost or impaired as a result of the release of hazardous substances in the Upper Clark Fork River Basin (UCFRB) caused by the Atlantic Richfield Company and its predecessors in interest.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, it is mutually agreed as follows:

SECTION 1. **Purpose.** The purpose of this Agreement is to establish mutually agreeable terms and conditions, specifications, and requirements to grant funds to the PROJECT SPONSOR for implementation of the “ _____ Grant.”

SECTION 2. **Term.** The NRDP hereby agrees to reimburse PROJECT SPONSOR for expenses, as set forth herein, subject to the terms, covenants and conditions hereof. The PROJECT SPONSOR shall have until _____ to complete the project and work described in Section 4, Scope of Work. The NRDP may grant an extension for completion upon request and showing of good cause by the PROJECT SPONSOR. A request for extension submitted less than 30 days prior to the termination date may or may not be considered. This contract is agreed to be a written contract for a specific term, within the meaning of Mont. Code Ann. § 28-2-903. No promises or representations have been made concerning renewal of this contract, and neither party has any expectation of a continued contractual relationship beyond the term of this contract. However, it is the parties' intention that this contract may serve as the format for future contracts, if any, between the NRDP and PROJECT SPONSOR.

SECTION 3. **NRDP's Role.** The NRDP is administering grant funds awarded by the Governor or the Governor's Trustee Restoration Council to ensure that the funds are used according to the intent of the Governor or that Council and the purposes, objectives, and procedures of the *UCFRB Restoration Plan Procedures and Criteria*. Upon request from the PROJECT SPONSOR or its agent, the NRDP will explain or clarify the terms and conditions of this grant award and may provide limited technical assistance. The NRDP will monitor project expenditures to assure payment eligibility. The NRDP assumes no responsibility for the PROJECT SPONSOR's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The PROJECT SPONSOR should contact the NRDP's liaison/designee, _____, at (406) 444-0205, 1301 East Lockey Avenue,

P.O. Box 201425, Helena, MT 59620-1425. All requests, information, and assistance shall be submitted to the NRDP liaison/designee. The PROJECT SPONSOR liaison is_____.

SECTION 4. **Scope of Work.** The PROJECT SPONSOR shall use this grant to _____ (short description of project)

Any significant change in the Scope of Work as determined by the NRDP requires the Governor's approval and consideration of the UCFRB Remediation and Restoration Advisory Council and the Trustee Restoration Council. The general public shall be given a reasonable opportunity to review and comment on the proposed change prior to action of the Trustee Restoration Council and a final decision by the Governor. Any significant change to the Scope of Work that is approved by the Governor would require an associated modification to the grant agreement.

Subsection 4.1. A Scope of Work for this project is attached to this contract as **Attachment A** and incorporated herein by this reference.

SECTION 5. **Project Budget.** Grant funds totaling \$_____ are allocated to the following budget categories: Salaries and wages; fringe benefits; contracted services; supplies and materials; communications; travel; rent and utilities; equipment; and, miscellaneous.

The PROJECT SPONSOR may transfer funds between budget categories. The total amount transferred, however, between all budget categories may not exceed twenty percent (20%) of the total grant costs. Transfers in excess of twenty percent (20%) of the total grant costs must be approved in writing by the NRDP.

Subsection 5.1. A Project Budget for this project is attached to this contract as **Attachment B** and incorporated herein by this reference.

SECTION 6. **Availability of Grant Funds.** Costs incurred prior to execution of this Agreement are not eligible for reimbursement unless the approved scope of work provides for reimbursement for work performed prior to this agreement.

SECTION 7. **Grant Disbursements.** The PROJECT SPONSOR shall submit claims for UCFRB Restoration Funds to the NRDP. Receipts, vendor invoices, inspection certificates, and other documentation of costs incurred shall be kept with the PROJECT SPONSOR and provided to NRDP upon request. The NRDP will verify the claims and check them against the Reports required in Section 8 and the Budget approved in Section 5. The NRDP will disburse UCFRB Restoration Funds to the PROJECT SPONSOR upon

approval. Reimbursement of PROJECT SPONSOR expenditures will only be made for project-specific expenses included in the Budget provided in Section 5 clearly and accurately supported by the PROJECT SPONSOR's records. Travel rates may not exceed current state employee rates for meals, lodging, and mileage. In addition, the NRDP will withhold ten percent (10%) of the total authorized UCFRB Fund grant amount until all the tasks outlined in Section 4 and the Final Report required by Section 8 are completed and approved by the NRDP. Total payment for all purposes under this Agreement shall not exceed _____ Matching fund contributions must be detailed on each invoice and proportioned according to the percentages indicated in Attachment B.

SECTION 8. **Progress Reports.** The PROJECT SPONSOR shall submit progress reports with invoices for payment monthly or, at a minimum, quarterly to the NRDP during the term of this Agreement. Reports will provide status information for each project implementation objective. Status information shall include, at a minimum, the percentage completed, costs incurred, funds remaining, tasks completed in the reporting period and anticipated tasks to be completed during the next reporting cycle, anticipated expenses during the next reporting cycle and projected completion date. The PROJECT SPONSOR shall report on total project costs including those funded by the PROJECT SPONSOR and other matching funds. Significant problems encountered shall be noted and necessary scope and/or time line modifications requested.

No claims for disbursements will be honored if the progress report has not been submitted and approved. A copy of the suggested Progress Report format is attached as **Attachment C**.

A Final Report that details the project status, results, accomplishments and financial status shall be submitted to the NRDP for approval upon project completion. Final disbursement of UCFRB Restoration Funds is contingent upon NRDP receipt and approval of the Final Report. A copy of the suggested Final Report format is attached as **Attachment D**.

SECTION 9. **Project Monitoring Data.** The PROJECT SPONSOR shall submit any monitoring data collected or compiled as part of the approved scope of work to the NRDP as specified in the scope of work in a format approved by NRDP.

SECTION 10. **Records and Audits.** The PROJECT SPONSOR agrees to maintain records of the activities, including financial records, covered by this Agreement during the effective period of the Agreement and for a period of three (3) years after the contract closeout date, and to allow access to them by NRDP and the Legislative Auditor as may be necessary for legislative audit and analysis purposes in determining compliance with the terms of this

Agreement, as required by Section 5-13-304, Montana Code Annotated. Notwithstanding the provisions of Section 17, this Agreement may be terminated upon any refusal of PROJECT SPONSOR to allow access to records referred to above.

The NRDP may, at any reasonable time, audit all records, reports, and other documents that the PROJECT SPONSOR maintains under or in the course of this Agreement to ensure compliance with its terms and conditions.

SECTION 11. **Project Monitoring and Access for Inspection and Monitoring.** The NRDP or its agents may monitor and inspect all phases and aspects of the PROJECT SPONSOR's performance to determine compliance with Section 4, Scope of Work, and other technical and administrative requirements in this Agreement, including the adequacy of records and accounts. The NRDP may present specific areas of concern to the PROJECT SPONSOR providing the PROJECT SPONSOR the opportunity to better accomplish the goals and objectives of the Agreement and its conditions.

Because the UCFRB Restoration Fund is public funds, public access to the project records must be available. The PROJECT SPONSOR shall accommodate requests for public access to the records. Additionally, site access by the PROJECT SPONSOR, Project Sponsors and others shall be consonant with CERCLA superfund site safety and security requirements, where applicable, and in compliance with all applicable access provisions, health and safety requirements.

SECTION 12. **Indemnity and Liability.** The PROJECT SPONSOR shall defend, indemnify and hold harmless the NRDP, its employees and its agents, from and against any and all claims, liabilities demands, causes of action, and judgments, including the costs of defense and reasonable attorney fees, arising in favor of or asserted by third parties on account of damage to property, personal injury or death, or damage, as the result, in whole or in part, of the negligent acts or omissions or willful misconduct of the PROJECT SPONSOR, its employees, agents, or subcontractors or arising out of or resulting from goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omissions of the PROJECT SPONSOR and/or its agents, employees, contractors, subcontractors or other representatives under a subsequent contract.

SECTION 13. **Insurance. General Requirements:** The Project Sponsor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by the Project Sponsor, agents, employees, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Project Sponsor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Project Sponsor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Project Sponsor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Project Sponsor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insured for liability arising out of activities performed by or on behalf of the Project Sponsor, including the insured's general supervision of the Project Sponsor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the NRDP. At the request of the agency either: (1) The insured shall reduce or eliminate such deductibles or self-insured retention's as respect to the State, its officers, officials, employees, and volunteers; or (2) The Project Sponsor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the contract number. This insurance must be maintained for the duration of the contract. The NRDP, P.O. Box 201425, Helena, MT 59620-1425, must receive all required certificates and endorsements within 10 days from the date of the execution of the contract. Work may not commence until a contract is in place. The Project Sponsor must notify the NRDP immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The NRDP reserves the right to require complete copies of insurance policies at all times.

SECTION 14: **Employment Status and Worker's Compensation.** The NRDP is not an owner or general contractor for the project funded in whole or in part by this Agreement, and the NRDP does not control the work activities or work-site of the PROJECT SPONSOR or any contractors that might be engaged for completion of the project. The PROJECT SPONSOR is independent from and is not an employee, officer or agent of the State of Montana or the NRDP by virtue of the contract. The PROJECT SPONSOR, its employees,

and contractors are not covered by the Workers' Compensation coverage of the State of Montana or NRDP as an employer by virtue of this contract. The PROJECT SPONSOR is responsible for insuring that its employees are covered by Workers' Compensation Insurance, or have an Independent Contractors Exemption covering the PROJECT SPONSOR and/or employees for the entire contract period.

SECTION 15. Compliance with Applicable Laws. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances, including, but not limited to, to the extent they are applicable, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, the National Historic Preservation Act, and the Native American Graves Protection and Repatriation Act. In addition, the work to be performed under this agreement is subject to paragraph 7 of a 1998 Memorandum of Agreement with respect to undiscovered, undocumented Tribal Cultural Resources encountered during construction work.¹ Any subcontracting by PROJECT SPONSOR must subject subcontractors to the same provisions. In accordance with state law, and/or policy and/or rule, the PROJECT SPONSOR agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, or political beliefs by the persons performing the contract. It shall be the PROJECT SPONSOR's responsibility to obtain all permits, licenses or authorizations that might be required from government authorities for completion of the project. Procurement of labor, services, supplies, materials and equipment shall be conducted according to applicable federal, state and local statutes, and PROJECT SPONSOR shall comply with state procurement and contracting laws for the purchase of goods and professional services and for construction, repair, and public works of all kinds. The Procurement Documentation Form included, as **Attachment E** must be completed for all contracts and subcontracts. This Agreement should not be taken to imply that any permits or authorizations issued by the State of Montana will be approved.

SECTION 16. Ownership and Release of Work Product. The State of Montana retains ownership, for all purposes, of the working papers, work products and end products resulting from performance of this Agreement. During the duration of this agreement, the PROJECT SPONSOR shall not release any

¹ Memorandum of Agreement among the State of Montana, Confederated Salish and Kootenai Tribes and United States Department of Interior Regarding Restoration, Replacement, or Acquisition of Natural Resources in the Clark Fork River Basin, dated November 1998. This agreement is available from the NRDP website at <http://doj.mt.gov/lands/naturalresource/grantapplications.asp#guidance>.

information, including data and results, obtained in the performance of this Agreement that has not been the subject of NRDP review and approval, to any person or entity other than a representative of Montana State government or the project partners identified in the scope of work without the consent of the NRDP.

SECTION 17. **Failure to Comply.** If the PROJECT SPONSOR fails to comply with the terms and conditions of this Agreement, or reasonable directives or orders from the NRDP, or the PROJECT SPONSOR's performance under this contract fails to conform to the specifications herein, the NRDP may terminate the Agreement, refuse disbursement of any additional funds under the Agreement, and seek reimbursement of UCFRB Restoration Funds already disbursed to PROJECT SPONSOR. Such termination will become a consideration in any future application for grants from the UCFRB Restoration Fund by the PROJECT SPONSOR.

SECTION 18. **Assignment and Amendment.** This Agreement is not assignable. The PROJECT SPONSOR shall not assign, transfer or subcontract any portion of this agreement without the express written consent of the NRDP. No alteration of the terms, conditions, covenants, or other provisions or specifications of this contract shall be granted without prior written consent of the NRDP. Amendments will be attached as an integral component of the Agreement.

SECTION 19. **Montana Law and Venue.** Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana.

SECTION 20. **Effective Date.** The effective date of this contract upon signatures of both parties.

IN WITNESS THEREOF, the parties have executed this Grant Agreement as set out below:

**DEPARTMENT OF JUSTICE
NATURAL RESOURCE DAMAGE
PROGRAM**

BY: _____

**Carol Fox
Restoration Program Chief**

1310 E. Lockey, PO Box 201425
Helena, MT 59620

Dated this ___ day of _____, 2006.

Approved for legal content by:

Robert Collins
Assistant Attorney General
Natural Resource Damage Litigation Program

Date

GRANT RECEIPANT

By: _____
Signatory
ID _____

Dated this ___ day of _____, 2006

ATTACHMENT A: OUTLINE FOR SCOPE OF WORK

A. Project Summary

For this section, provide an overall project summary. You can rely on the summary provided by NRDP in the *Final Pilot Year 2000 UCFRB Restoration Work Plan* and/or the project abstract provided with the application.

B. Project Goals and Objectives

Indicate the goals of this project, or the problems you intend to solve through implementation of this project. Identify the specific project objectives you plan to accomplish in order to achieve these goals. Indicate how each objective will be monitored to determine if the project is successful. Indicate what quantitative results, if any, the project will achieve.

C. Project Implementation

Describe in chronological order the individual tasks or activities necessary to accomplish the work under each objective. Identify project phases, staff, contracted services, and needed regulatory permits or approval.

1. Describe the overall approach to project implementation.
2. Identify each of the project phases, and the specific tasks that make up each project phase. Include any planning or design activities
3. Identify the project staff for particular tasks and quantify the staffing time necessary to complete the project.
4. Identify the contracted services necessary to complete the project.
5. Identify any permits, regulatory approvals or property access agreements that will be needed to complete the project.
6. Indicate the tasks where NRDP approval of project plans will be obtained before task execution, such as NRDP review of all design plans for construction projects. Refer to any specific funding conditions requiring NRDP approval that are contained in the Final Restoration Work Plan.
7. Indicate any necessary coordination with local government or other entities.

D. Project Schedule

Provide a project time schedule. The format of the project schedule may be either a list of activities, table, or flow chart. The schedule should provide the State with a time frame for the project from the starting date through completion. Tasks or activities should be listed in the expected completion sequence. The tasks that will be completed earliest should be listed first. If particular tasks must be completed prior to others, this should be indicated. For example, the following expected dates in the project schedule may be applicable to some proposals:

1. Expected dates for submittal and receipt of all required permits, licenses, and approvals;
2. Dates for advertising for bids and requests for proposals;
3. Contract award dates;
4. Projected dates that each task or activity will start and end; and
5. Project completion date.

E. Monitoring Activities

Describe monitoring activities related to measuring project effectiveness. This description should indicate:

1. How project outcomes will be measured.
2. Monitoring information to be collected and the specific objective to be measured with by this information.
3. Monitoring plans to be prepared.
4. How monitoring results will be used to ensure the quality of work on the project.
5. The project staff responsible for monitoring the project and compiling this information.
6. Any coordination activities with other monitoring activities in the Basin.

Note: If you provided this information under project implementation, it does not need to be repeated here.

F. Project reports

List project reports or other deliverables that will be submitted as part of grant activities. Identify which reports require NRDP approval. This should include the progress reports required under the grant agreement. These progress reports are to be submitted quarterly or monthly depending upon whether the grant recipient wants to be paid quarterly or monthly.

ATTACHMENT B: BUDGET

PROJECT BUDGET SUMMARY FORM								
EXPENSE CATEGORY	UCFRB RESTORATION FUND	APPLICANT CONTRIBUTION			OUTSIDE SOURCES			TOTAL
		Cash	In-Kind	Subtotal	Cash	In-Kind	Subtotal	
1 SALARIES AND WAGES								
2 FRINGE BENEFITS								
3 CONTRACTED SERVICES								
4 SUPPLIES AND MATERIALS								
5 COMMUNICATIONS								
6 TRAVEL								
7 RENT AND UTILITIES								
8 EQUIPMENT								
9 MISCELLANEOUS								
TOTAL								

In electronic form this spreadsheet will automatically calculate the expense totals from the following Budget Detail Form.

ATTACHMENT C

PROGRESS REPORT INSTRUCTIONS FOR RESTORATION GRANTS

These are the basic guidelines for progress reports for restoration grants. The guidelines are as comprehensive as possible but they do not cover all situations. Sometimes additional information may be requested for clarification purposes.

WHEN TO SUBMIT PROGRESS REPORTS

Progress Reports must be submitted at the same time an invoice for payment is submitted. This can be done monthly or, at a minimum, quarterly. ***BILLS WILL NOT BE PAID UNLESS A PROGRESS REPORT HAS BEEN SUBMITTED.***

REPORT CONTENT

1. **PROJECT:** Indicate project name or grant recipient.
2. **CONTRACT NUMBER:** Indicate DOJ Contract Number.
3. **REPORT PERIOD:** List period of time included in progress report.
4. **REPORT DATE:** List date report is prepared.
5. **PREPARED BY:** Indicate author of report.
6. **PERCENTAGE COMPLETE:** Indicate what percentage of the total project is complete.
7. **ACTIVITY SUMMARY:** A narrative summary on each task should be included to explain what activities have taken place during this reporting cycle. This should include tasks with no activity. Also describe activity of tasks in progress, and indicate tasks completed. Be sure to indicate any changes that have occurred/need to occur in the proposed methodology to accomplish the goals (e.g. change in assessment methodology due to field conditions, budgetary failure, equipment limitations, lack landowner participation or inability to obtain the necessary permits, etc.).
8. **PROGRESS SUMMARY:** A percentage of completion on each objective should be used to document an overview of progress on the project.
9. **EXPENDITURES SUMMARY:** All expenses must be reported on the progress. Include expenditures during reporting period and total expenditures to date. See form below:

Budget Tracking	Budget	Spent this period	Spent to Date	Budget Remaining
Task 1				

10. **MATCH MONEY SUMMARY:** Include the obligated match money received during reporting cycle. Indicate what expenses have been paid from matching funds during current reporting period and to date. Also include a total of match money received to date.

11. **REQUEST FOR PROPOSED AMENDMENTS TO PAYMENT**

AGREEMENT: The project sponsor liaison must contact NRDP to obtain approval and the contract must be amended before any purchases or agreements are made on goods and services other than what is specifically identified in the grant agreement. A transfer between budget categories can be made as specified in Section 5 of the Grant Agreement.

12. **NEXT QUARTER'S ACTIVITIES:** Indicate anticipated tasks to be completed during the next reporting cycle, anticipated expenses during the next reporting cycle and projected completion date.

If you have any questions on billing procedures or progress reports, contact Kathy Coleman, Administrative Officer, NRDP, (406) 444-0229 or email kcoleman@mt.gov

ATTACHMENT D

Suggested Final Report Format for Restoration Grant Projects

The following is the basic guidelines for final reports for Restoration Grant projects. The guidelines are as comprehensive as possible but they do not cover all situations. Sometimes additional information may be requested for clarification purposes.

Provide an electronic version in word format along with a hard copy of the final report. The NRDP will post the final report on its website (<http://doj.mt.gov/lands/naturalresource>).

1. **Title Page:**
 - A. Project Name, Grantee name, address, and telephone number
 - B. DOJ Contract Number
 - C. Funding: total project cost and amount of grant

2. **Introduction:** Provide a brief (2 to 3 sentence) summary of the project location, purpose and benefits.

3. **Discussion And Results:**
 - A. List all parties responsible for, or who had in role in undertaking this project. Include agencies, contractors, etc.
 - B. List the project goals and objectives identified in the grant agreement and the major tasks implemented to accomplish these goals and objectives. Describe whether and how the project accomplished its goals and objectives. If goals and objectives were not met, explain why. Indicate the methods or documentation used to measure project success.
 - C. Describe any changes that occurred in the project scope and reasons that necessitated these.
 - D. Summarize any problems encountered and the solutions adopted. What would you do differently?
 - E. Offer comment / recommendations to others undertaking this type of project in the future.

4. Grant Administration & Project Costs:

- A. Work schedule: Compare the time allotted for the completion of the project with what actually happened. Identify delays and discuss the reasons for any delays.
- B. Budget: Include a summary table of how the monies were spent by budget category and source of funding (i.e.NRDP funds vs. matching funds). Use the example format below and indicate whether the match was cash or in-kind. Was the project completed according to budget? Explain any cost overruns or savings. Discuss any unbudgeted expenses that arose over the course of the project.

Approved Budget:

Total NRDP \$25,000 (71%)
 Total Match \$10,000 (29%)
 (\$5,000 cash; \$5,000 in-kind)
 Total Project \$35,000

Final Budget:

NRDP \$25,000 (56%)
 Total Match \$20,000 (34%)
 (\$10,000 cash; \$10,000 in-kind)
 Total Project \$45,000

Budget Category	Approved Budget		Final Budget	
	Restoration Fund	Match*	Restoration Fund	Match*
Salary and Wages				
Contracted Services				
Supplies & Communication				
Equipment				
Travel				
Miscellaneous				
Total				

* Indicate cash match with (C) and in-kind match with (I)

5. Project Completion and Certification

- A. Project Sponsor's Certificate of Compliance.
- B. As Built Drawings if requested by the Department.
- C. Engineer's Statement of Final Completion (if applicable).

FINAL REPORT
STATEMENT OF COMPLETION

Grantee:

Name of Project:

I, _____, (enter name of Project Engineer) a Registered Professional Engineer in the State of Montana, license number _____, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

(Name)

P.E. Number

(Signature)

Date

(Name of firm)

(Address of firm)

FINAL REPORT
CERTIFICATE OF COMPLIANCE

Grantee:

Name of Project:

I, the undersigned, being duly qualified, respectfully, of the
(Name of Sponsor), in the County of _____, State of Montana, do
hereby certify that the above-named project is in full compliance with all of the covenants
and conditions set forth in Contract # _____ between the
(Name of Sponsor) and the State of Montana, Natural Resource Damage Program.

Authorized Signature

Date

ATTACHMENT E

Procurement Documentation

1. Grant Recipient _____
 Grant Agreement No. _____

2. Entity
- City/County Government Conservation District
- State Agency Private / Non-Profit
- Private partnered with Government Entity

3. Has the overall project been bid?
 Yes

Contract	Amount	Procurement Procedure Code (see below)

No. Please explain how you have met applicable procurement guidelines.

4. Please list any subcontracts associated with the grant using the format below.

Subcontract	Task	Amount	Procurement Procedure Code (see below)

5. List any work and the value of the work to be completed by landowners.

6. Will landowner be subcontracting work? If yes, please list using format in question 4.

Procurement Procedure Code: For this category, indicate which of the following procurement methods you used to competitively procure supplies or services.

1. No bid
2. Limited Solicitation with phone calls.
3. Limited Solicitation with written bids.
4. Request for Proposal
5. Other (explain)

NRDP Procurement Guidelines can be found at
<http://www.doj.mt.gov/lands/naturalresource/resources/grantprocess/guidanceconfidentiality.pdf>