

**MEMORANDUM OF UNDERSTANDING  
BY AND AMONG  
THE CITY AND COUNTY OF BUTTE-SILVER BOW, STATE OF MONTANA, AND  
MONTANA TECH OF THE UNIVERSITY OF MONTANA**

This Agreement is made by and among the City and County of Butte-Silver Bow (Butte-Silver Bow) and Montana Tech of the University of Montana (Montana Tech) who agree as follows:

**Whereas**, Montana Tech is a Montana nonprofit university, tax exempt under Internal Revenue Code Section 501(c)(3), having its principal offices at 1300 West Park Street, Butte, MT 59701. Butte-Silver Bow is a Municipal Corporation and Political Subdivision of the State of Montana.

**Whereas**, Butte-Silver Bow and Montana Tech wish to cooperate on the construction of a sanitary sewer main and lift station to support the current and future growth needs of the campus area.

**Now, therefore**, in consideration of the agreements contained herein, the parties agree that:

1. Butte Silver Bow agrees to provide engineered design, project administration, and construction for a new sanitary sewer main and lift station as shown in the attached map.
2. Montana Tech agrees to provide easements for sanitary sewer facilities as described in the attached easement documentation.
3. Montana Tech agrees to provide \$250,000 to Butte-Silver Bow to contribute to the cost of the design, administration, and construction of the sanitary sewer main extension. (See attached Estimate)

The total estimated project cost is \$794,236. Funding sources are as follows:

US Corps of Engineers -----	\$407,000
Montana Tech -----	\$250,000
Butte-Silver Bow -----	\$137,236

Any additional funding will need to be approved by the Board of Regents or Commissioner of Higher Education. If costs incurred are greater than estimated, BSB and Montana Tech will meet to discuss additional cost sharing.

4. Montana Tech agrees to install a flow restriction device on the pool drain. The device will limit the flow rate draining into the sanitary sewer system and help prevent flooding. Further, Montana Tech agrees to notify Butte-Silver Bow

Department of Public Works within 24 hours of a complete draining of the pool should such action be necessary.

5. Each party (Indemnifying Party) agrees to protect, defend, and save the other (Indemnified Party), its elected and appointed officials, agents, and employees, while acting within the scope of its duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the indemnifying party's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the indemnifying party and/or its agents, employees, representatives, assigns, subcontractors, under this agreement.
6. No party shall be liable to the other parties or to third parties for the acts or omissions of another party. Each party shall indemnify, assume the defense of (if requested), and hold harmless the other party and its directors, officers, employees, and agents from every claim, loss, damage, injury, expense (including attorney's fees), judgment, and liability of every kind, nature, and description ("Liability") arising in whole or in part from the indemnifying party's negligent, fraudulent, or illegal acts or omissions except, as to the party requesting indemnification, to the extent such Liability results in whole or in part from the unauthorized, negligent, fraudulent, or illegal act or omission of the party requesting indemnification.
7. This Agreement shall be effective May 23, 2016
8. This Agreement contains the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter. Any change, modification, or waiver must be in writing and signed by all parties. Should any part of this agreement be determined null and void for any reason, the remaining agreement shall continue in full force and effect.
9. The parties shall not assign any of their obligations or duties under this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.
11. Nothing in this Agreement shall be construed as giving any person, corporation, or other entity other than the parties any right, remedy, or claim under or in respect of this Agreement or any provision hereof.

The parties have caused their duly authorized representatives to execute this Agreement effective on its commencement date.

Montana Tech

The City and County of Butte-  
Silver Bow, State of Montana

By:

By:

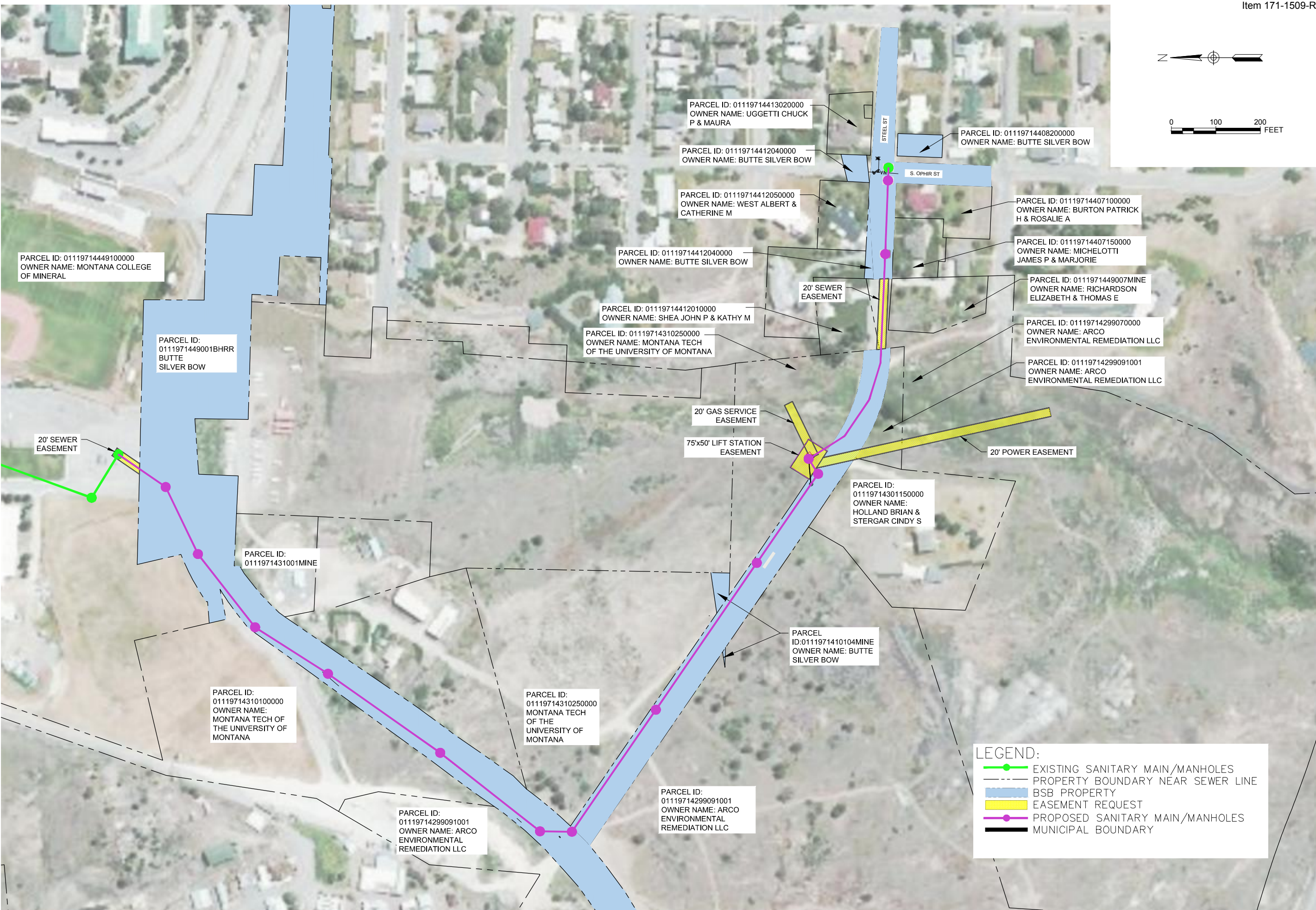
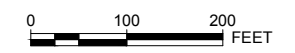
\_\_\_\_\_

\_\_\_\_\_

Matt Vincent  
Chief Executive

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



**LEGEND:**

- EXISTING SANITARY MAIN/MANHOLES
- - - - - PROPERTY BOUNDARY NEAR SEWER LINE
- BSB PROPERTY
- EASEMENT REQUEST
- PROPOSED SANITARY MAIN/MANHOLES
- MUNICIPAL BOUNDARY

No.	Description	Date	Drawn By

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**MONTANA TECH PROPOSED SANITARY EASEMENT DETAILS**

PROJECT NAME: MONTANA TECH SANITARY  
 LOCATION: BUTTE, MT  
 FILE NO.: SC-F101-BSBWM77.dwg

JOB NO: BSBPWM77  
 DATE: 4/12/16  
 DRAFTER: JH  
 CHECKED BY: KS

SHEET  
**F7**

M:\BSBPWM77\CAD\CIVIL\SC-F101-BSBWM77.dwg PLOT DATE 2016-4-12 17:05 USER: jhehval

Easement Descriptions:  
Montana Tech Lift Station

Typical BSB Easement Language is as follows:

**EASEMENT FOR UNDERGROUND SANITARY SEWER SYSTEM**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between, \_\_\_\_\_, Grantor, and the City and County of Butte-Silver Bow, Montana, a municipal corporation and political subdivision of the State of Montana, owner and operator of a municipal water supply system and a sanitary and storm water collection system, whose address for the purpose of this agreement is Chief Executive's Office, Room 106, Courthouse Building, 155 West Granite Street, Butte, Montana 59701, Grantee.

Whereas, the City-County has constructed a sanitary sewer system through property belonging to \_\_\_\_\_ to provide wastewater collection to the area; and

Whereas, the City-County requires an easement from \_\_\_\_\_ DESCRIPTION OF EASEMENT , Butte, Montana, which is more particularly described below, for the construction, reconstruction, repair and maintenance of a sanitary sewer collection system.

Therefore, in consideration of the mutual covenants and promises hereinafter set forth, it is hereby agreed as follows:

In consideration of the sum of One Dollar and no/100's (\$1.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, the undersigned does hereby grant, convey, and warrant to the City-County, and to its successors, assigns, and permittees, a permanent easement and right-of-way ten feet (10') on either side of the center line, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may see fit, and construct, reconstruct, maintain, operate, repair and remove underground pipelines, pumps, manholes, and mains for the purpose of conveying wastewater under the lands

hereinafter described. The land affected by the grant of this easement and right-of-way is located in Butte-Silver Bow County, State of Montana, and is more particularly described as follows:

Parcel ID: 01119714449100000 (HPER Parking Lot, West of Mining Museum)

An eight inch in diameter sanitary sewer water pipe which is approximately 10 feet below ground within the parking lot of Montana Tech east of Mining Museum Road, starting at an existing manhole and running 61 feet in the southwest direction toward the Unnamed Road of the Tiered Parking Lot. The easement extends over a portion of the SW ¼ of Section 14, T3N, R8W, P.M.M and extends 10 feet on either side of the center line of the sanitary sewer pipe.

Parcel ID: 01119714310250000 (Location of Lift Station, North of Steel Street)

An above ground lift station and generator and associated equipment for the operation of pumping sewage to a municipal sanitary sewer collection system. The southeast corner of the easement will begin on Steel Street approximately 670 feet west of the intersection of Steel Street and Ophir Street along Steel Street. The easement will include a 75-foot width to the west along Steel Street and a 50-foot depth to encompass maintenance of the lift station and equipment. The easement will also include a natural gas service from the lift station to the Northwestern Energy gas main for approximately 133 feet. The easement extends over a portion of the SW and SE ¼ of Section 14, T3N, R8W, P.M.M. The lift station has a 75 foot by 50 foot easement; the gas main easement extends 10 feet on either side of the center line of the gas service.

TO HAVE AND TO HOLD the easement and right-of-way unto the City-County, its successors and assigns forever.

IN WITNESS WHEREOF, the \_\_\_\_\_ (or his authorized representative) has subscribed his name the day and year in this instrument first above written.

NAME of GRANTOR

BY: \_\_\_\_\_

STATE OF MONTANA )

ss.

County of Silver Bow )

On this \_\_\_\_ day of \_\_\_\_ 2016, before me, \_\_\_\_\_, a Notary Public for the State of Montana, personally appeared GRANTOR known to me to be the Authorized Representative of GRANTOR, organized and existing under the laws of the State of Montana, and acknowledged to me that they executed the written instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate above written.

\_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
RESIDING AT BUTTE, MONTANA  
MY COMMISSION EXPIRES \_\_\_\_\_

Cost estimate 3/3/2016 MONTANA TECH LIFT STATION  
Gravity Portion - Third Party

Bid Item	HPER Parking Lot to Lift Station			Unit Cost	Total Cost
1	Mob / Demobilization (2% of construction task)	-	-	-	\$5,704
2	Taxes, Bonds, Insurance (1% of construction task)	-	-	-	\$2,727
3	Safety and Health (0.5% of construction task)	-	-	-	\$1,426
4	Traffic Control	1	LS	\$2,000.00	\$2,000
5	Sewer Gravity Install	2,307	Lin. Ft.	\$75.00	\$173,025
6	Manhole Installation	11	Each	\$6,000.00	\$66,000
7	Imported Backfill - Tailings to be replaced under cap. Pipe bedding and hauling included in trench and replace linear footage.	0	CY	\$20.00	\$0
8	Cap replacement - geotextile and 18-inch cover soil/seeding	0.318595	Acre	\$60,000.00	\$19,116
9	Asphalt Patching	2,097	Sq. Ft.	\$4.15	\$8,703
10	Haul - pipe bedding existing soil - Spoil Pile	641	CY	\$6.00	\$3,845
11	Reinstate Services	0	Each	\$625.00	\$0
12	Miscellaneous Items	1	L.S.	\$14,500.00	\$14,500
					<b>\$297,045</b>

## Lift Station/Force Main

Bid Item	Lift Station/Generator/Force Main - Third Party			unit cost	total cost
				Unit Cost	Total Cost
1	Mob / Demobilization (2% of construction task)	-	-	-	\$7,006
2	Taxes, Bonds, Insurance (1% of construction task)	-	-	-	\$3,503
3	Safety and Health (0.5% of construction task)	-	-	-	\$1,752
4	Traffic Control	1	LS	\$2,000.00	\$2,000
5	Force main	530	LF	\$100.00	\$53,000
6	Equipment: Pumps, slide rails, control panel, electrical accessories, 8x10 fiberglass building, valves and fittings, hatch. Includes 10% markup by contractor.	1	LS	\$77,000.00	\$84,700
7	Generator - quote from Hunter Boyce. Includes 10% markup by contractor.	1	Each	\$21,235.00	\$23,359
8	Concrete pad with footing	1	Each	\$5,000.00	\$5,000
9	Generator and Lift Station installation (includes equipment such as wet well, ductile iron spool pieces, transducers, etc.), all equipment and labor	1	Each	\$150,000.00	\$150,000
10	Miscellaneous Items	1	L.S.	\$18,500.00	\$18,500
11	NWE - natural gas service drop	1	LS	\$1,300.00	\$1,300
12	NWE - power service	1	LS	\$14,443.00	\$14,443
					<b>\$364,562</b>

## Gravity Portion - BSB

Bid Item	East Steel Street - BSB Extension			Unit Cost	Total Cost
N/A	Damon Sullivan	40	Hr	\$34.82	\$1,393
N/A	Nate Gelling	40	Hr	\$34.82	\$1,393
N/A	Mac Coyne	40	Hr	\$34.82	\$1,393
N/A	Justin Thatcher	40	Hr	\$42.22	\$1,689
N/A	Mountain West Holding	1	LS	\$1,250.00	\$1,250
N/A	Pioneer Concrete	1	LS	\$400.00	\$400
N/A	305C CR Mini Ex	40	Hr	\$13.52	\$541
N/A	315D L Excavator	40	Hr	\$37.20	\$1,488
N/A	Compact Track loader 289C	40	Hr	\$19.48	\$779
N/A	Wheel Skid Steer 966	40	Hr	\$58.12	\$2,325
N/A	Sewer Gravity - 8-inch PVC pipe	162	Lin. Ft.	\$5.00	\$810
N/A	Pre-cast manholes	2	Each	\$1,500.00	\$3,000
N/A	Pipe bedding material and hauling costs	45	CY	\$10.00	\$450
N/A	Crushed Gravel and hauling	54	CY	\$23.20	\$1,253
N/A	Asphalt Patching	1,458	Sq. Ft.	\$2.00	\$2,916
N/A	Reinstate Services	6	Each	\$100.00	\$600
					<b>\$21,679</b>

Construction Cost	\$683,286
Engineering Design, Bid and Oversight (16%)	\$110,950
<b>Total Project Cost</b>	<b>\$794,236</b>