

**Montana Department of Commerce**

P.O. Box 200523

Helena, MT 59620-0523

Phone: 406-841-2700 | Fax: 406-841-2701

commerce.mt.gov

Montana 711: montanarelay.mt.gov

Direct Benefits for Infrastructure Projects Toolkit

**Community Development Block Grant Program**

July 2025

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# Sewer Hook-Up Program

## Policies and Procedures

### Introduction

(Grantee) has been awarded a federal Community Development Block Grant in the amount of $(grant award) by the Montana Department of Commerce and is soliciting statements of qualification to assist the (grantee)’s governing body in hooking up qualified residents to the (sewer/water system) in compliance with requirements of the Montana CDBG Program.

### Information for Homeowners

Homeowners must apply and be qualified to receive program benefits. A benefitting homeowner must sign an agreement with *(grantee)* prior to receiving construction services.

(What means will encourage prospective beneficiaries to apply? Will every home in the targeted area will be mailed a notice and an application? Will the notices be included in water bills? Will there be newspaper advertisements? Include information about serving low income households first and then moderate-income households, if funds are available.)

To apply, a homeowner must contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

### Information for Landlords of LMI Tenant-Occupants

If sufficient funds are available, grant fund can be used to pay hook-up costs for owners of rental properties (including mobile home courts), providing affordable rents are charged to tenants. An assisted landlord must notify the (grantee or water/sewer district) within 30 days if the current occupant moves from an assisted address during the term of the assistance agreement. Qualification of the property for the program will be revoked for the term of the program if the landlord fails to notify the District when current occupants move. Landlords must also make every effort to rent to low- and moderate-income persons should current occupants move during the term of the program.

Furthermore, landlords must not increase the rent above the amount established by the United States Department of Housing and Urban Development as Fair Market Rent for (Unit of Local Government) during the term of the program. Should rent be increased above the set amount during the term of the program, a pro-rated share of the benefit provided to hook this property up to the sewer would be immediately due (from the landlord, and NOT the tenants) and payable to the (UGLG/Water and Sewer District).

To apply, a landlord of LMI Tenant-Occupants must contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

### Process to Qualify Contractor Pool

What are your minimum requirements? How long will you advertise for qualified contractors? What is your process for selecting a contractor for a specific job? What is your process for checking federal and State debarment and contractor registration? After an initial pool is established, is there a procedure for adding additional contractors who may be interested?

### Process to Qualify Beneficiaries

First-come, first-served? Who will be served first? What kinds of applicants will receive priority – seniors... disabled...other ‘at risk’ categories? Who will be responsible for selecting beneficiaries? Will it be by committee, board, or other mechanism, or is the authority invested in an individual? Who notifies unsuccessful applicants and by what method? What is the maximum grant to an individual homeowner?

### Confidentiality

The responsible individual(s) for gathering confidential information, such as income verification documentation, should be someone ‘outside’ the project, possibly a contracted firm, so that a confidential ‘distance’ is built into the process.

### Process to Notify Applicants

Will your applicants receive a letter? Will it include conditions? What are those conditions?

### Appeals Process

If someone is turned down, to whom can they submit an appeal? Under what circumstances might a decision be overturned?

### Agreements

Who is responsible for helping a homeowner understand the terms of the agreement and deed restriction? Will all your agreements be the essentially the same? Are you using a template? Who are the authorized signatories for the agreement?

### Liens/Filing

Who is responsible for filing the liens? What is your timeline for accomplishing this step? What kind of documentation will be filed with the household file?

### Bid Process

How will you find a qualified individual to do the advance inspection of the targeted house and develop a work list based on your stated project priorities? What form will be provided to the qualified contractor pool to allow them to bid on the work list for a specific home? Who will select the successful bidder – the Grantee, a committee, or the homeowner? Of the list of wants and needs, what work will be prioritized? What requests might be declined?

### Inspection

What qualified individual will inspect completed work? Will the work have to satisfy local codes? Will state inspector inspect for relevant code-related work? What documentation will be included in the file to assure that all work has been inspected by the proper authorities and deficiencies in the work have been addressed?

### Acceptance of Work

What process will you provide to the selected homeowner to help them to understand the work that has been done? What documentation will be included in the file to assure that the homeowner is satisfied with the work compared to the scope of the construction contract?

### Payment of Contractor Invoices

Who is responsible for reviewing invoices and comparing potential expenditures against a project budget? Who prepares the warrants? How will you assure internal control for accountability? What is your expected timeline for payment?

### Records Management/File Retention

Who is responsible for each of these items? What must be complete before the next project is undertaken? Please confirm that records will be kept for a minimum of five years after the housing rehabilitation project is closed out.

# Checklist for Projects

## Septic Tank Abandonment and Sewer Line Construction for Homes that are Owner-Occupied by LMI Persons

Homeowner Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  Site Specific Checklist

[ ]  Household Application and LMI Documentation

[ ]  Homeowner Contract with (UGLG/Water and Sewer District)

Must include:

* the homeowner’s acknowledgement of voluntary participation;
* an explanation of the assistance that is to be paid on behalf of the homeowner;
* an explanation of what will trigger repayment of the assistance during the lien period (selling the home or no longer using it as a primary residence) and how the repayment assistance is calculated by proration (total amount divided by \_\_\_\_ years’ residence)

[ ]  Signed/Dated Copy of Work Contract between Homeowner and Contractor. Must include:

* Fixed price
* Estimated Hours
* Scope of Work
* Supplemental Conditions
* Signed/Dated Payment & Performance Bonds

[ ]  Signed/Dated Notice to Proceed

[ ]  Release of Lien from Contractor

[ ]  Copy of ‘Notice of Security Interest in Real Property’ for Homes Assisted with CDBG Funds

* 0-$15,000 – 5 years’ lien
* $15,001 - $30,000 – 10 years’ lien
* $30,000+ - 15 years’ lien

[ ]  Copy of Debarment Documentation for Contractor

[ ]  Copy of Montana Contractor Registration

[ ]  Homeowner’s Statement of Satisfaction with Work Completion

# Checklist for Projects Doing Septic Tank Abandonment and Sewer Line Construction

## For Homes that are Owner-Occupied by LMI Persons

General Files

[ ]  Verification/Documentation that all LMI families in the delineated neighborhood were offered three discrete opportunities to access assistance.

[ ]  The process to delineate the assisted neighborhood and to choose assisted households

[ ]  Confirmation of the single method used to verify every household’s income (choose one): [ ]  Gross or [ ]  Adjusted Gross Income

[ ]  Documentation that household and contractor contract templates and signature statements were submitted to CDBG for approval prior to execution

[ ]  Minutes of Preconstruction Conference using Exhibit 6-E as a guideline

[ ]  Procurement Documentation

* Full Bid Advertisement Language
* Documentation of Advertisement
* Confirmation that references were checked

[ ]  Section 3 Documentation

[ ]  DBE Outreach Documentation

# Letter to Prospective Beneficiaries

Date

Re: Announcement of availability of financial assistance for low- and moderate-income households for sewer hookups

Dear Homeowner,

Your household is receiving this letter to make residents aware of possible financial assistance that may be available to certain (UGLG/Water and Sewer District) residents through a Community Development Block Grant awarded to (City, Town, or County). The CDBG program is a federally-funded program designed to help communities with their greatest community development needs, with special emphasis on meeting the needs of low- and moderate-income families. For communities of (UGLG/Water and Sewer District)’s size, the CDBG program is administered by the Department of Commerce with funding from the U.S. Department of Housing and Urban Development.

Based upon income eligibility, the program may be able to pay for the construction costs for hookup to the new sewer system which requires pumping and abandonment of the existing septic tank and the hookup from your home to the new sewer service stub-out at your property line. The costs associated with this work can be paid by the CDBG grant if your household is eligible under the CDBG guidelines for assistance to LMI Households. The cost to hookup to the sewer ranges from $1,500 to $3,000, depending on the difficulty of the connection.

You will not be displaced in connection with the proposed project. Although extremely unlikely, if you must move temporarily because of work associated with the project, suitable housing will be made available to you and you will be reimbursed for all reasonable out-of-pocket expenses, including moving costs and any increase in housing costs. You will need to continue to pay your mortgage. Upon completion of the sewer hookup, you will be able to occupy your present home.

Under the terms of the project, you are protected by a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act. One of the URA protections for persons temporarily relocated is that such relocations shall not extend beyond one year. If the temporary relocation lasts more than one year, you will be contacted and offered all permanent relocation assistance as a displaced person under the URA. This assistance would be in addition to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance previously provided. You will also have the right to appeal the agency’s determination, if you feel that your application for assistance was not properly considered.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

We urge you not to move at this time. If you choose to move, you will not be provided relocation assistance.

Please remember:

* This is not a notice to vacate the premises.
* This is not a notice of relocation eligibility.

(UGLG/Water and Sewer District) is in the process of establishing a pool of qualified contractors that will be available to provide construction services. If your household applies and is qualified, the district will assign a contractor from a list of qualified contractors and work with them to complete the sewer hookup to your home.

Attached is an income certification form for direct benefit to LMI households to help assist you to apply for assistance under this program. According to CDBG regulation, assistance will be prioritized to serve households of low income first, then households of moderate income, to the extent that funds remain available. If you believe you are eligible, please sign and return the certification form to our office and we will determine income eligibility and notify you in writing if you qualify for assistance. All information provided to (UGLG/Water and Sewer District) is confidential and will be shared only with State CDBG program staff and will be destroyed four years after the project is completed.

If you have any questions or need additional information, please contact me at \_\_\_\_\_\_\_\_\_\_\_\_ and I will provide any assistance you may need.

Sincerely,

NAME, Project Manager

(UGLG/Water and Sewer District)

cc: file

# Request for Proposals

## Utility Contractor Services (UGLG/Water and Sewer District)

### Purpose

The (UGLG/Water and Sewer District) has been awarded a federal Community Development Block Grant in the amount of $(\_\_\_\_\_\_\_) by the Montana Department of Commerce and is requesting proposals from contractors and licensed professionals to create a Qualified Contractor Pool that will assist the (UGLG/Water and Sewer District) governing body complete the abandonment of septic tanks and connection from existing sanitary sewer stub-outs at the property lines to the system for approximately \_\_\_\_ households. Services will be paid with CDBG funds. The Project will be administered through (Date). Contractors must be in the QCP to be eligible to participate in the project.

### Description of Services

The services to be provided will include:

* reviewing the construction agreement with the owner and explaining the services and concerns related to the abandonment of septic tanks and sewer service connection;
* layout of the sewer service connection;
* conducting a pre-construction site review with owner and the (UGLG/Water and Sewer District)’s representative;
* supervision of construction work, actual construction work, and connection;
* preparing and submitting requests for payment to the (UGLG/Water and Sewer District)’s representative; and
* conducting final inspection with the homeowner and the (UGLG/Water and Sewer District)’s representative.
* Providing concurrence with the homeowner on work completed.

### Proposals of Contractor

1. Be registered as a contractor in Montana or provide proof of exemption. Responders who do not meet this qualification will not be included.
2. Not be debarred from conducting business with the State of Montana or the federal government. Responders who do not meet this qualification will not be included.
3. Possess a current business license where required by local ordinance.
4. Have sufficient Worker’s Compensation and general liability insurance policies in force.
5. Demonstrate experience in each of the areas listed under role of contractor.

### Role of Contractor

All rehabilitation work performed for this program must be completed by Lead-Safe Certified Contractors and is subject to the purchase of applicable building permits and completed and approved inspection. Contractors must obtain the correct permits and inspections before payment will be issued. The contractor must ensure compliance with applicable federal and State of Montana labor laws.

### Minimum Content of Responses

Responses must include a cover letter summarizing the response and the contractor’s commitment to the project and time schedule, in addition to the following:

1. the company’s legal name, address, email, phone number(s), and UEI number;
2. the principal(s) of the company and their experience and proposals, including copies of all licenses and certificates of insurance for worker’s compensation and general liability insurance;
3. the experience and qualifications of any staff to be assigned to project;
4. a description of the company's prior experience, including any similar projects, location, and construction costs;
5. the name of a local official knowledgeable regarding the company's performance;
6. a description of the company's current work activities and how these would be coordinated with the project, as well as the company's anticipated availability during the term of the project;
7. disclosure of any business or familial relationship with members of the (UGLG/Water and Sewer District);
8. a copy of the appropriate Montana Contractor Registration certificate or exemption;
9. Any additional information the respondent feels will strengthen the response; and
10. The following statement

“The undersigned hereby certifies/certify that the information contained in this response is true, complete and correct to the best of my/our knowledge.”

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor status will be checked to ensure that the QCP only includes contractors not on the federal or state debarment lists. The QCP will be made up of contractors whose responses are deemed most advantageous to the (UGLG/Water and Sewer District), all factors considered. There is no cap on the total number of contractors; all qualified responders will be placed in the QCP.

Questions and responses should be directed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. All responses must be postmarked no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Please write "CDBG Utility Contractor Services Proposal" on the outside of the response package. Any response may be withdrawn or modified prior to the deadline. The (UGLG/Water and Sewer District) will not be responsible for any costs associated with the preparation of responses to this RFQ.

Respondents may review project policies and procedures by visiting (UGLG/Water and Sewer District) offices during regular office hours.

Each contract will require a performance and payment bond in the amount of the contracted amount for that home’s project. A contractor may not exceed the total amount of their identified financial and bonding capacity at any point. All work to be undertaken on the project will proceed according to a detailed scope of work provided to the contractor and will take place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Contractors will be responsible for ensuring that all construction activities meet federal, state, and local codes and standards, including permitting (which is a cost eligible for reimbursement). Each individual hookup will be competitively bid by the QCP based on the program-designed scope of work.

The QCP will be notified by (name), Project Manager, of each scheduled walk-through and opportunity to bid. During mandatory walk-throughs, the QCP will receive an estimated cost of connection for each home. Walk-throughs will be done in rounds and may include as few as one and up to five homes. Individual contract awards will be made to each home’s lowest responsive bidder. After a contract is executed, a notice to proceed will be issued. Upon receiving an assignment, the project manager will work with the contractor to explain the requirements of Section 3, i.e., the potential opportunity for low-income residents of the area to be involved in this project through training and employment. A contractor may decline an assignment, but there is no guarantee that a replacement project will be provided at the time the contractor declines an assigned project. Each contract will require completion within (\_\_\_) days, with notice and minimal interruption of services to the homeowner.

Contractors will be required to sign a construction contract with and work with individual homeowners. Individual homeowners will be assigned directly to a contractor. Contractors may be assigned one or more projects, based on their submitted bids. The required scope of work for each home will vary based on each home’s configuration. The contractor must be able to provide, either directly or through a subcontractor, all services necessary to properly connect the homeowner to the sewer main. Change orders are not anticipated and will be reviewed on a case-by-case basis. If necessary, change order forms may be requested from the project manager. As each home connection is completed, the contractor, homeowner, and a representative of the (UGLG/Water and Sewer District) will meet to sign off a project completion document.

The program is a cost reimbursement program. All contractors will be required to provide supporting documentation of work performed directly or through a subcontractor prior to being reimbursed.

Outstanding items will be identified on a final walk-through with the homeowner. Final completion invoices will not be paid until confirmation that no liens are in place and that all work on the home has been completed, including any repairs. Two percent of the contract will be withheld until the release of lien. Once there is an approved invoice; the funds will be paid within 30 days.

This solicitation is being offered in accordance with federal and State statutes governing procurement of professional services. Accordingly, the (UGLG/Water and Sewer District) reserves the right to reject any or all proposals received, to waive irregularities, to postpone the award of contract for a period not to exceed ninety (90) days, and to award contracts in the best interests of the project.

# Sample Assistance Notification Letter

Date

Name

Address

Address

Dear Name,

We have received your application for sewer hook-up assistance and have determined that, given the requirements of the Community Development Block Grant program, your household is

[ ]  eligible.

[ ]  ineligible, as your income exceeds the maximum allowed to qualify for assistance.

Questions regarding your eligibility should be directed to (eligibility coordinator). If you believe that this decision was in error, you may appeal the decision to the (UGLG/Water and Sewer District).

Sincerely,

Name

Board Chair

District Board of Directors

(UGLG/Water and Sewer District)

# Sample Agreement for Assistance

This voluntary agreement made and entered into this (date) day of (month), 20\_\_, by and between (city, town, or county), hereinafter referred to as the (city, town, or county) and (homeowner’s name), the Beneficiary, for abandonment of septic tanks and connection from the existing sanitary sewer stub-out located at the property line to a point of connection between the unit and the existing septic tank, including payment of a system development fee for low- and moderate-income homeowners and landlords of LMI tenant-occupants of households of the (UGLG/Water and Sewer District) located within (City, Town, or County) (hereinafter referred to as the Project).

Whereas, the (city, town, or county) is making available grant funds through the Community Development Block Grant program to assist LMI homeowners and landlords of LMI tenant-occupants who, as homeowners and tenant residents of the assisted area, income-qualify as recipients, pursuant to HUD and Montana CDBG guidelines.

Now therefore, the parties hereto agree as follows:

1. Use of Funds

Funds provided under this agreement will be used to assist beneficiaries. No assessments in connection with this project will be charged to beneficiaries by the (city, town, or county) or the \_\_\_\_\_\_\_\_\_\_ Sewer District, pursuant to the terms of this agreement.

1. Beneficiary’s Duties and Responsibilities

To receive HUD/CDBG assistance, the Beneficiary has provided documentation to affirm that:

1. The real property described in Section IV is located within the (city, town, or county) (name) Water/Sewer District boundary.
2. The Beneficiary is the owner of the property described in Section IV and that this property serves as his/her primary residence and that his/her household is income-qualified, according to the Montana CDBG program, as administered by the Commerce, Community MT Division.
3. The beneficiary agrees that failure to comply with the conditions of this agreement entitles the (city, town, or county) to recoup funds granted by the (city, town, or county). If the beneficiary does not repay the funds owed to the (city, town, or county) within sixty (60) days of the date notice is provided, the (city, town, or county) may engage in any remedies provided by the laws of Montana, including holding the beneficiary responsible for any deficiency after any sale of the property.
4. The beneficiary will comply with either 4(a) or 4(b), as follows:
	* The Beneficiary agrees that if the property is sold within \_\_\_\_\_ years from the date of this agreement, any unforgiven balance of funds granted to the beneficiary by the (city, town, or county) under this agreement will be reimbursed to the (city, town, or county) on a pro rata basis, as follows: \_\_\_\_\_\_ (calculation: 100/x number of years of obligation = percentage forgiven at the close of each full year of residency.) of the granted funds will be forgiven for each full year of ownership and primary residency from the date of this agreement.
	* In lieu of reimbursement under the terms of Section 4(a), the beneficiary agrees to provide the (city, town, or county), prior to any sale, with a copy of the buy-sell agreement for the property and verification that the purchaser of the property will comply with the specific conditions stated in II above, as a successor in interest to this agreement for the remaining years of obligation.
5. (City, Town, or County) Duties and Responsibilities
6. The (city, town, or county) agrees to use HUD/CDBG grant funds to assist with the costs of the project in accordance with approved policies of the project, to the extent that funds remain available.
7. Real Property to be Benefited
8. The real property to be benefited by the project is legally described as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lot \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Block \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The road address for this property is:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Binding on Successors in Interest

This Agreement shall be binding on all successors in interest or assigns of the parties to this Agreement.

1. Notices

The parties hereby identify the following phone numbers and addresses as the addresses to which any notices to the other party is to be mailed to or personally delivered and as the phone numbers where they may be reached:

(City, town, or county)

(City, Town, or County) Office

Phone:

Address:

Beneficiary

Name:

Phone:

Address:

1. Entire Agreement

The parties hereby proclaim that the provisions of this agreement constitute the entire agreement and understanding between the parties and are intended to be a final complete expression of the terms of this agreement. The parties hereby agree that provisions, terms, conditions, obligations or promises other than those set forth herein are not legally binding. This agreement shall supersede all previous communications, representation, or agreements between the parties whether oral or written.

1. Modifications to Agreement Must be in Writing

Any modification to this Agreement must be in writing and signed by both parties.

1. Duration of Agreement

This Agreement shall be in effect for a period of \_\_\_\_ years from the date signed, until the Beneficiary has had a reasonable time to comply with the provisions of this agreement, and if necessary, the (city, town, or county) has had a reasonable time to collect any monies owed to the (city, town, or county) as a result of the beneficiary’s failure to comply with the provisions of this agreement, but no longer than \_\_\_\_ years from the date of execution of this agreement.

Agreed to and entered into by the undersigned parties this (date) day of (month), 20\_\_.

(City, town, or county) Commission/Council

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name – Chair/Mayor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Beneficiary (ies)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Beneficiary’s Signature Beneficiary’s Signature (if joint owner)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Beneficiary’s Name Print Beneficiary’s Name

State of Montana

(City, town, or county) of \_\_\_\_\_\_\_\_\_\_\_)

On this (date) day of (month), 20\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal, the day and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public for the State of Montana

Residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Sample Landlord/County Agreement

This agreement made and entered into this (date) day of (month), 20\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_ (city, town, or county) (hereinafter referred to as the (city, town, or county) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the property owner (hereinafter referred to as the owner) of the property whose address is:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and legally described as:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lot \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Block \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, according to the official plat recorded thereof.

Whereas, as a part of a program to assist qualified low and moderate-income residents of the (UGLG/Water and Sewer District), \_\_\_\_\_\_\_\_\_\_ (city, town, or county) is making available grant funds, through the Community Development Block Grant program, to assist owners and occupants of households who, as residents of the area, qualify as low- to moderate-income recipients pursuant to HUD and Montana CDBG guidelines.

Whereas, for properties within the (UGLG/Water and Sewer District) owned by non-LMI persons, but occupied by renters who qualify as LMI, CDBG funds can be utilized to offset the special hook-up costs for the subject property, only in accordance with the following agreement.

Now therefore, the parties hereto agree as follows:

1. Use of Funds

Funds provided by (city, town, or county) under this contract will be used to pay for abandonment of septic tanks and connection from the existing sanitary sewer stub-out located at the property line to a point of connection between the unit and the existing septic tank, including payment of a system development fee for LMI homeowners and landlords of LMI tenant-occupants of households of the (UGLG/Water and Sewer District) located within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city, town, or county) (hereinafter referred to as the project).

1. LMI Renter-Occupied Household Owner’s Duties and Responsibilities

To receive HUD/CDBG assistance in the form of grant funds from (City, Town, or County), the Owner agrees to and shall comply with the following conditions:

1. The real property identified herein to receive CDBG program grant funds to offset the special sewer and water assessment must be located within the current (UGLG/Water and Sewer District).
2. The owner agrees that if the owner rents the real property served herein within the first (number of years) years of signing this agreement, the owner as landlord shall comply with the following conditions:
	* The owner agrees for (number of years) years from the date of this agreement, to maintain rents on the rental unit occupied by a qualified LMI household at or below fair market rents as established by HUD and subject to review for compliance by the (city, town, or county) or its designated agent, or in the case of lot rentals, to maintain the lot rent for LMI renters at status quo, unless rent increases to cover justified cost increases incurred by the owner, such as increased property taxes or utility costs, are approved by the (city, town, or county), which cost increases are also subject to review for compliance by the (city, town, or county) or its designated agent.
	* The owner/landlord agrees to allow an annual review of rents charged by the owner/landlord in order to ensure compliance with the dwelling unit or lot rent cap. The owner/landlord agrees to provide the (city, town, or county) or its designated agent with any information necessary to perform this review.
3. The owner agrees that any violation or failure to comply with the conditions in Section II of this contract, entitles the (city, town, or county) to assess and collect from the owner grant funds granted to the owner by the (city, town, or county) under this contract pursuant to a pro rata (number of years) year sliding scale of (calculation: 100/x number of years of obligation = percentage forgiven at the close of each full year of compliance) per year. If the owner does not pay the funds owed to the (city, town, or county) within sixty (60) days of the date of notice, the (city, town, or county) may resort to the property described above, and engage in any remedies provided by the laws of Montana, including foreclosure, always holding the borrower responsible for any deficiency after the sale of the property securing the grant.
4. The Owner agrees that if the assisted property is sold within (number of years) years from the date of this agreement, any funds granted to the owner by the (city, town, or county) under this contract will be reimbursed to the (city, town, or county) pursuant to a pro rata (number of years) year sliding scale of (calculation: 100/x number of years of obligation = percentage forgiven at the close of each full year of compliance) percent (\_\_\_%) per year. \_\_\_\_\_ % of the grant funds would be forgiven for each year of ownership from the date of the agreement.

In lieu of pro rata reimbursement by Owner pursuant to sale of the assisted property within (number of years) years from the date of this agreement, the owner agrees to provide the (city, town, or county), prior to any sale, with a copy of the buy-sell agreement for the assisted property to verify that the purchaser under the buy-sell agreement specifically agrees to comply with the conditions stated in II(2) above, as a successor in interest to this agreement. If any of these conditions precedent do not occur, owner agrees to the aforementioned pro rata reimbursement.

1. (City, Town, or County) Duties and Responsibilities
2. The (city, town, or county) agrees to pay for the abandonment of septic tanks and connection from the existing sanitary sewer stub-out located at the property line to a point of connection between the unit and the existing septic tank, including payment of a system development fee for the owner's property for which there is a qualified LMI renter, using HUD/CDBG grant funds. The purpose of the assistance is to pay off the special sewer and water assessment for qualified residential property owned by the owner within the (UGLG/Water and Sewer District).
3. The (city, town, or county) will be responsible for assessing and collecting any sanitary sewer and water grant fund monies that are owed to the (city, town, or county) by the owner as a result of the owner/landlord's violation of or failure to comply with the owner/landlord's obligation pursuant to this agreement.
4. If the owner fails to meet the conditions described in section ii of this agreement, the (city, town, or county) will place a lien on the property described herein, and the (city, town, or county) may levy a tax against such lot or parcel of real estate for the amount owed the (city, town, or county).
5. Real Property to be Benefited

The real property to be benefited through the use of sanitary sewer and water assistance grant funds and which real property has a lien assessed against it by the (city, town, or county) pursuant to the provisions of this agreement is legally described as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lot \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Block \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The street address for this property is:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Security

The owner shall provide as security for the performance of this agreement, a security interest to the (city, town, or county) of those certain properties described in section iv of this agreement.

1. Level of Assistance

The level of assistance the owner will receive for each qualifying property is determined, as follows:

1. Abandonment of septic tanks $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Connection of the home to the sanitary sewer stub-out $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. System development fee $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Fair Market Rents

In the case of a housing unit, if the owner rents the benefited real property within (number of years) years of the date of this agreement so that the rent requirements set forth herein are activated, the owner agrees to rent the property for an amount not to exceed fair market rents for (city, town, or county) as determined by HUD. Fair market rents are subject to change; therefore, the owner is responsible for confirming the fair market rent for the property prior to renting the property. Current fair market rent guidelines will be used for annual reviews.

1. Lot Rents

In the case of a lot, if the owner rents the benefited real property within (number of years) years of the date of this agreement so that the rent requirements set forth herein are activated, the owner agrees to maintain status quo lot rents unless the (city, town, or county) agrees the rent should be raised to cover legitimate new costs incurred by the owner.

1. No Discrimination in Rental of Property

The owner represents and agrees that if the owner rents this property, the owner will not unlawfully discriminate in the sale, lease or rent of this residential dwelling unit or lot and will not refuse to sell, lease, or rent on the basis of sex, marital status, race, creed, religion, color, age, familial status as that term is defined by 42 United States Code Section 3602 (K), physical or mental disability or national origin.

1. Binding on Successors in Interest

This agreement shall be binding on all successors in interest or assigns of the parties to this agreement.

1. Notices

The parties hereby identify the following phone numbers and addresses as the addresses to which any notices to the other party is to be mailed to or personally delivered and as the phone numbers where they may be reached:

(City, Town, or County)

(City, Town, or County) Offices

Phone:

Address:

OWNER

Name:

Phone:

Address:

1. Entire Agreement

The parties hereby proclaim that the provisions of this agreement constitute the entire agreement and understanding between the parties and are intended to be a final complete expression of the terms of this agreement. The parties hereby agree that provisions, terms, conditions, obligations or promises other than those set forth herein are not legally binding. This agreement shall supersede all previous communications, representation, or agreements between the parties whether oral or written.

1. Modifications to Agreement Must be in Writing

Any modification to this agreement must be in writing and signed by both parties.

1. Duration of Agreement

This agreement shall be in effect for a period of (number of years) years from the date signed, until the owner has had a reasonable time to comply with the provisions of this agreement, and, if necessary, the (city, town, or county) has had a reasonable time to collect any monies owed to the (city, town, or county) as a result of the owner’s failure to comply or violations of the provisions of this agreement but no longer than (number of years) years from the date of execution of this agreement. In the event the subject property is sold and the owner listed below no longer has an interest in the property, the agreement will be dissolved.

Agreed to and entered into by the undersigned parties this (date) day of (month), 20\_\_.

(City, Town, or County) Commission/Council

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name – Chair/Mayor

Owner(S)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Signature Owner’s Signature (if second owner)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Owner’s Name Print Owner’s Name

State of Montana

(City, Town, or County) of \_\_\_\_\_\_\_\_\_\_)

On this (date) day of (month), 20\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal, the day and year first above written.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public for the State of Montana

 Residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Sample Sewer Hook-Up Contract

Agreement made this (date) day of (month), 20\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as owner, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as contractor.

The owner and the contractor agree, as set forth below:

1. The contractor shall undertake the abandonment of the septic tank and connection from the existing sanitary sewer stub-out located at the property line to a point of connection between the owner’s housing unit and the existing septic tank. The contractor agrees to hold the owner harmless from any and all actions associated with the work listed. The owner requires that the contractor provide sufficient insurance to cover all liability during the work. The contractor shall restore the building site to a safe condition, free of all hazardous materials.
2. All work shall meet the health requirements of (city, town, or county).
3. The work may commence any time after the signing of this agreement and shall be completed by (completion date). The contractor may obtain any reasonable extensions to complete the work involved. The contractor will present their invoices to the (UGLG/Water and Sewer District) for payment. Payment will be made according to the schedule noted on the contractor’s bid for sewer connection.
4. The contractor may subcontract the work with anyone reasonably qualified to do so and will supervise and direct the work, as necessary. The contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the work.
5. The contractor shall be responsible for the acts and omissions of all his employees and all other persons performing any of the work under this contract, including all subcontractors.
6. The contractor shall ensure that any subcontractor shall comply with all applicable statutes, rules, and regulations.
7. The contractor shall indemnify and hold harmless the owner from and against all claims, damages, losses, and expenses, including attorney’s fee arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense is cause in whole or in part by any negligent act or omission of the contractor, any subcontractor, their agents or employees and anyone else who is at the site because of the contractor.
8. The contractor shall be responsible for all worker’s compensation coverage and unemployment compensation payments for his employees and shall see that all subcontractors provide for all unemployment compensation payments and shall maintain worker’s compensation coverage upon any and all persons working for them at the site.
9. The contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall take any and all precautions necessary for protection of utility lines at the site locations and shall be responsible for any damages occasioned by his or the subcontractor’s actions to any utilities at the site. This also includes responsibility for damages of all contiguous owners and structures.
10. The owner hereby confirms that he has the authority to enter into this contract.

Done and date this (date) day of (month), 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor

State of Montana

County of \_\_\_\_\_\_\_\_\_\_\_\_

On this (date) day of (month), 20\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ known to me to be the persons whose names are subscribed to the above instrument and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

SEAL

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public for the State of Montana

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name of Notary Public

Residing at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Sample Landlord Lien Agreement

Notice of Security Interest in Real Property to Secure

Repayment of Sewer System Hook-Up Assistance

Landlord Agreement

Notice is hereby given that on the (date) day of (month), 20\_\_, the undersigned property owner(s) (the owner(s)) pledged the real property described below as security for the repayment of amounts that the owner(s) may become obligated to repay to (city, town, or county), Montana, under the Community Development Block Grant Program agreement for owners of low- and moderate-income occupied residential rental property (the agreement). This security interest terminates on the (date) day of (month), 20\_\_, (years) years after the execution of the agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lot \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Block \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, according to the official plat recorded thereof.

A copy of the Agreement may be obtained without charge from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ County Clerk and Recorder, (city or town), Montana.

In witness whereof, the owner(s) (has) (have) affixed their signature(s) this (date) day of (month), 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner Owner

On this (date) day of (month), 20\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_known to me to be the person(s) whose name(s) (is) (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

In witness whereof, I have hereunto set my hand and affixed my Official Seal the day and year noted above in this certificate.

 (SEAL)

Notary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Residing at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Montana

 My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Sample Homeowner Lien Agreement

Notice of Security Interest in Real Property to Secure

Repayment of Sewer System Hook-Up Assistance

Homeowner Agreement

Notice is hereby given that on the (date) day of (month), 20\_\_, the undersigned property owner(s) (the owner(s)) pledged the real property described below as security for the repayment of amounts that the owner(s) may become obligated to repay to (city,town, or county), Montana, under the (UGLG/Water and Sewer District) agreement for assistance (the agreement). This security interest terminates on the (date) day of (month), 20\_\_, (number of years) years after the execution of the agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lot \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Block \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, according to the official plat recorded thereof.

A copy of the Agreement may be obtained without charge from the \_\_\_\_\_\_\_\_\_\_\_\_\_ County Clerk and Recorder, (City, Town, or County), Montana.

In witness whereof, the owner(s) (has) (have) affixed their signature(s) this (date) day of (month), 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner Owner

On this (date) day of (month), 20\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

known to me to be the person(s) whose name(s) (is) (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

In witness whereof, I have hereunto set my hand and affixed my Official Seal the day and year noted above in this certificate.

 (SEAL)

Notary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Residing at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Montana My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Sample Bid for Sewer Connection

Date Due: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Business name: |  |
| Owner name: |  |
| Person filling out proposal: |  |
| Mailing address: |  |
| City, state, and zip code: |  |
| Phone number: |  |
| EIN: |  |
| Website: |  |
| Email: |  |
| Tax ID: |  |

Provide your hourly rate for labor and services.

|  |
| --- |
| Labor and overhead costs |
| Position | Rate per hour |
|  | $ |
|  | $ |
|  | $ |
|  | $ |
| What is the overhead cost or percentage charged to deliver supplies to the jobsite? |  |
| What is the overhead cost or percentage charged to obtain a building permit? |  |
| What is the overhead cost or percentage charged for subcontractors? |  |
| Are there any other costs you charge to complete a job that are not listed here? Please explain: |
|  |

For the total cost indicated in the table below, I agree to undertake the (project description) for the addresses listed, if assigned.

|  |  |
| --- | --- |
| Address | Amount |
|  | $ |
|  | $ |
|  | $ |
|  | $ |
| Total | $ |

I hereby agree to the following conditions:

1. Work will begin on or before (date) and the hook-ups will be completed on or before (date).
2. The installation will be inspected before the ditch is backfilled by the person designated by the (UGLG/Water and Sewer District).
3. I understand that this is a cost reimbursement program, and as such, I will fund the contract and any subcontractor/vendor payment commitments for up to 30 days after submitting a request for payment. I am responsible for submitting invoices on company letterhead within 15 days of completing work at any awarded address. I understand that 2% of the total invoice will be withheld until final acceptance of the work is certified. Final payment will be made when it is established that no liens are in place and that all work on the home has been completed, including any repairs. Once there is an approved invoice, the funds will be paid within 30 days.
4. Final connection of the line to the house must be done by a licensed plumber, and the connection must be completed in accordance with the health requirements of (county) County.
5. The work will be done in a workmanlike manner, and will meet the minimum standard set by local, state and national building codes.
6. After the hook-up is completed and inspected, the ditch will be backfilled with a minimum of six feet of cover.
7. Work will not begin until I receive a notice to proceed from (UGLG/Water and Sewer District) project manager.
8. I will attend a final inspection meeting with the homeowner and the representative of the (UGLG/Water and Sewer District).
9. All work conducted at any of these addresses will comply with applicable federal and State of Montana labor laws.
10. I will provide a documentation of bonding greater than or equal to the grand total of all bids on assigned addresses prior to executing a contract with the homeowner.
11. I understand that the bids will go to the lowest responsive bidder on a house-by house basis. I may be assigned as few as zero houses and as many as five houses in any bid round.
12. I understand that change orders are not anticipated, but will be considered on a case-by-case basis.
13. I understand and agree that all employees and applicants for employment will not be discriminated against because of their race, color, national origin, religion, sex, disability, or familial status.
14. Materials must be of exemplary quality. Include technical specifications, where apropos.

Signature of the Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of the Contractor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of the Business:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Sample Notice to Proceed

## Notice to Proceed

Date

Company

Attention:

Subject:

Dear:

You are hereby authorized to proceed on the above-referenced contract beginning (date). This contract calls for all work to be completed in (number) calendar days. Therefore, the contract completion date is established as (end dates).

Sincerely,

(Name)

Project Manager

(UGLG/Water and Sewer District)

# Sample Change Order

|  |  |
| --- | --- |
| Change order # |  |
| Project name |  |
| Project address |  |
| Contractor name |  |
| Contractor address |  |

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date set for project completion: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The project is changed, as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Item # | Work change | Funding source | Cost |
|  |  |  | $ |
|  |  |  | $ |
| Total | $ |

|  |  |
| --- | --- |
| The original contract sum was: | $ |
| Net change by previous change orders: | $ |
| The contract sum prior to this change order was:  | $ |
| The contract sum will be changed by this change order in the amount of: | $ |
| The new contract sum, including this change order, will be: | $ |
| The contract time will be increased by: |  |
| The date for project completion as of the date of this change order therefore is: |  |

### Administrator

Received by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved: [ ]  Yes [ ]  No

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Homeowner

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contractor

# Sample Certification of Inspection

|  |  |
| --- | --- |
| Homeowner’s name |  |
| Property address |  |
| Contractor’s name |  |

I have inspected the (explain what was inspected and relate it to the scope of work) (UGLG/Water and Sewer District). I have found that the work was done satisfactorily and I recommend that the (UGLG/Water and Sewer District) reimburse the contractor for the full amount of his/her assigned bid price.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Project Inspector)

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Sample Lien Release

Name of Homeowner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Property: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Description:

Lot \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Block \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Division\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned do hereby severally waive, relinquish, and disclaim any right or claim to a lien under the statutes of the State of Montana for any work, labor, or materials that they have furnished or may furnish in the abandonment of the septic tank and connection from the existing sanitary sewer stub-out located at the property line to a point of connection between the housing unit and the existing septic tank upon the above-described property.

This waiver is signed and delivered at the request of (UGLG/Water and Sewer District) for Community Development Block Grant activities as part of the (UGLG/Water and Sewer District) project.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Authorized Signature Amount Paid Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# Sample Acceptance Form

### Contractor:

This is to certify that I, (contractor name), have successfully completed all work items authorized by the owner and the (UGLG/Water and Sewer District) project. I hereby request any balance owing on the work, as per my contract.

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Homeowner:

This is to verify that, (homeowner name), agree that the contractor listed above has successfully completed all work items listed in the agreement to (describe the scope of work). This, therefore, constitutes a release order which authorizes the (UGLG/Water and Sewer District) project to pay said contractor any balance owing on the work on my behalf.

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Inspector:

This is to verify that I (inspector name) inspector for the (UGLG/Water and Sewer District) project, agree that the above-listed contractor has met all the terms and conditions of his/her agreement with the homeowner and is entitled to be paid any balance owing on the work, per the contract.

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Administrator

Received by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved [ ]  Yes [ ]  No On Hold \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Reason\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Project Closeout Agreement

### Grantee:

This is to certify that (city/town/county) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (grantee), a recipient of Community Development Block Grant funds, has successfully and satisfactorily completed the (public facility, community facility, or housing) project under contract MT-CDBG-xxxx-xx, as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Certification

The undersigned certifies that:

1. All costs to be paid with CDBG funds have been incurred and there are no outstanding contingent liabilities including but not limited to third-party claims against the grantee or related administrative costs;
2. Responsibilities of the grantee agreed to in contract MT-CDBG-XXXX-XX and applicable laws and regulations have been carried out satisfactorily and there is no further interest in keeping the grant agreement open for the purpose of securing performance;
3. The statements and information contained in the project completion report are true and correct;
4. Program income, if any, will be managed and expended according to the adopted program income plan submitted as a condition of start-up for this contract and all applicable requirements set out in 24 CFR 85.25 and 24 CFR 570.504; and
5. Any real property and/or equipment acquired with CDBG funds, in whole or in part, during the term of the project, will be managed and disposed of, if necessary, according to the applicable provisions of 24 CFR 85.31 and 24 CFR 570.505.
6. RELEASE

This, therefore, constitutes a release which authorizes the Montana Department of Commerce to:

* close out the project and
* (where applicable) recapture any balance undrawn, as there are no outstanding obligations due to this project.

[Name] City/Town/County:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature of Chief Elected Official], [Title] Date

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature], [Title]

Approved as to Form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature], [Title] Attorney

Montana Department of Commerce:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name), Deputy Director Date

Montana Department of Commerce