#### **RESOLUTION NO. 4103**

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONSTRUCTION CONTRACT AMENDMENT WITH THE MONTANA DEPARTMENT OF TRANSPORTATION.

**WHEREAS**, the Montana Department of Transportation will be constructing certain improvements to the I94 interchange at Haynes Avenue, and has determined that additional utility work will be required to correct the placement of water and sanitary sewer manhole facilities, which are deemed in the best interests of the City by this City Council.

**NOW THEREFORE BE IT RESOLVED** by the City Council of Miles City, Montana, as follows:

- 1. The Agreement dated August 2, 2017, from the Montana Department of Transportation, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.
- 2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 12<sup>TH</sup> DAY OF SEPTEMBER, 2017.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk





2701 Prospect Avenue PO Box 201001 Helena MT 59620-1001 Michael T. Tooley, Director Steve Bullock, Governor

August 2, 2017

City of Miles City Attn: Allen Kelm PO Box 910 Miles City, MT 59301

Subject:

IM 94-4(95)138 I/C

Broadus Intchg - Miles City Control No. 7565000

Letting Date: November 2017

Due to a pending highway construction project, a portion of your water and sanitary sewer manhole facilities are in conflict and will have to be adjusted.

The anticipated utility work is to adjust eight (8) water valves at approximately \$432.04 each, reset one (1) water valve box at approximately \$545.00 each, provide 648 sq. feet of insulation at approximately \$12.31 sq ft and to adjust five (5) sanitary sewer manhole at approximately \$639.78 each. The total project cost is anticipated to be \$15,177.10. Please provide any requirements for adjustment of the sanitary sewer manholes and water valves.

For minor relocation work the Department of Transportation "MDT" will design and make the adjustment of the water or sewer facilities in conflict at no charge to the City of Miles City, "OWNER", provided the work does not exceed \$25,000.00. We anticipate that the total cost will be approximately \$15,177.10, however, if the total cost of work to adjust the OWNER'S facilities is \$25,000.00 or more, the OWNER will be charged for 25% of the total cost of the work and an additional 8% of the OWNER'S share for traffic control and 8% of the OWNER'S share for mobilization. If the final cost of work to adjust the water and sewer facilities is less than \$25,000.00, there will be no charge to the OWNER.

Section 17-1-106, MCA, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct project costs. MDT'S indirect cost rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT'S indirect costs as defined by 2 CFR Part 200, Appendix VII. MDT'S current indirect cost rate is 10.96% for fiscal year 2018 (July 1, 2016 to June 30, 2018).

For this project, MDT billings to the OWNER will include a charge for the indirect costs at the current fiscal year indirect cost rate, which amount will be applied toward the total project contribution of the OWNER. [Note: If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the project.]

If the bid for the total cost of work to adjust the OWNER'S facilities is \$25,000.00 or more, the OWNER will be billed 30 days after bid opening for its portion. If, due to later increases, the total cost of work to adjust the OWNER'S facilities exceeds \$25,000.00, the OWNER will be billed 30 days after discovery of that cost increase for its portion. MDT will provide a detailed breakdown from estimated quantities of all costs with the billing. If payment is not made within that thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year, and continue to accrue until paid in full.

Provided OWNER is in agreement, please sign the following certification and return this letter to the Supervisor, Utility Section. MDT will incorporate the work in the construction contract.

OWNER certifies that the water valves and sanitary sewer manholes are part of a public utility facility, and further agrees to permit the MDT to design and MDT'S contractor is to adjust the facilities in conflict with the construction project.

OWNER'S share to be billed by MDT and paid by the OWNER in accordance with the MDT'S Accounting Bureau billing procedure. The billing by the MDT'S Accounting Bureau will be for the OWNER'S share of actual construction cost based on actual bills as furnished by the contractor for all water and sewer line project work including the 8% charge for Traffic Control and 8% charge for Mobilization.

OWNER agrees that if the final cost of the work is \$25,000.00 or more, the OWNER will pay MDT 25% of the total cost of work and an additional 8% of the OWNER'S share for traffic control and 8% of the OWNER'S share for mobilization, and the current Indirect Cost.

It is understood that the OWNER agrees to inspect the adjustment of the facilities during the work. Upon completion of the work and acceptance, by OWNER, all responsibility of the MDT ceases.

It is understood that the OWNER is responsible for obtaining any permits required for adjustment of their facility.

Owner Signature and Title

MAYOR

9-19-1

Date

Gabe Priebe, Supervisor

R/W - Utilities Section

9-27-2017

Date

Approved for Legal Content - MDT

GP:sg

January 2017

# MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

### Federal protected classes

Race, color, national origin, sex, sexual orientation,

gender identity, age, disability, & Limited

English

**Proficiency** 

### State protected classes

Race, Color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, national origin, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

#### (2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
  - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
  - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
  - iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
  - iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

#### (3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement the PARTY assures that:

  The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.
- (4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.
- (5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the

January 2017

exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- (6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
  - b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

#### (7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statues and authorities; including but not limited to:

#### Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

#### State

- Mont. Code Ann. § 49-3-205 Governmental services:
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.
- (8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

### Summary of Costs for City of Miles City

Subject

IM 94-4(95)138 I/C

Broadus Intchg - Miles City

Control No.

7565000

Item No.	Quantities	Description	Unit	Unit Cost	Total Unit Cost
603014242	8	Adjust Valve Boxes	Each	\$432.04	\$3,456.32
603014244	1	Reset Valve Box	Each	\$545.00	\$545.00
604000100	5	Adjust Manhole	Each	\$639.78	\$3,198.90
601011920	648	Insulation	SQFT	\$12.31	\$7,976.88
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total					\$15,177.10

Note:	100% State Cost Share	
TAOLO.	10070 State Cost Share	

SG: rm

## MONTANA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROJECT IM-NHPB 94-4(83)138 GRADE, GRAVEL, PLANT MIX SURFACE, STRUCTURES SIDEWALK, & CURB & GUTTER **BROADUS INTERCHANGE - MILES CITY CUSTER COUNTY** 

> 1.2 MILES LENGTH

A.D.T. = 6,060 PRESENT 2014 LETTING 2018 A.D.T. = 6,690 DESIGN 2038 A.D.T. = 10.970 D.H.V. = 1,230 TRUCKS = 24.9% V. = 70 MPH 18 KIP ESAL'S = 1,083 GROWTH RATE = 2.5%

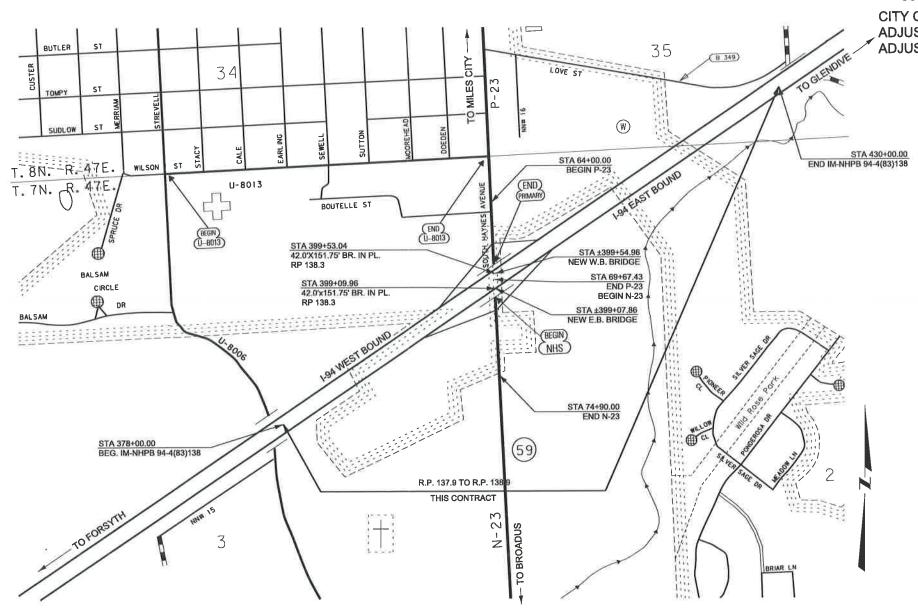
A.D.T. = 11,470 LETTING 2018 A.D.T. = 12,660 A.D.T. = 20,740 D.H.V. = 2.490 TRUCKS = 3.0% V. = 45 MPH 18 KIP ESAL'S = 206 GROWTH RATE = 2.5%

**LETTING DATE -**

CSF = 0.999338856 (RP 137.9 TO 138.9)

**SURFACING SOURCES -**CONTRACTOR FURNISHED

CITY OF MILES CITY EXHIBIT ADJUST WATER VALES ADJUST MANHOLE



PLANS PREPARED BY DOWL 222 NORTH 32ND STREET, SUITE 700 BILLINGS, MONTANA 59101 (408)658–6399

RELATED PROJECTS

ASSOCIATED PROJECT AGREEMENT NUMBERS

MONTANA DEPARTMENT

7/27/2017

**ROAD PLANS** UPN 7565000

PRELIMINARY FPR

DOWL MONTANA DEPARTMENT OF TRANSPORTATION RECEIVED CONSULTANT DESIGN ENGINEER U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

DATE

DIVISION ADMINISTRATOR

### SUMMARY

STATION		course foot	
		FINISH GRADE	REMARKS
FROM	то	CONTROL	
I-9	4 EB	T	
389+00.00	408+00.00	1,900	SUBGRADE
389+00.00	408+00.00	1,900	CR. AGG. COURSE
389+00.00	408+00.00	1,900	SPECIAL BORROW
1-9	4 WB		
389+00.00	408+00.00	1,900	SUBGRADE
389+00.00	408+00.00	1,900	CR, AGG, COURSE
389+00.00	408+00,00	1,900	SPECIAL BORROW
SHAY	NES AVE		
64+05.00	74+82.00	1,100	SUBGRADE
64+05.00	74+82.00	1,100	CR. AGG, COURSE
64+05.00	74+82.00	1,100	SPECIAL BORROW
RAI	NP B1		
379+80.17	400+20.63	1,000	SUBGRADE
379+80.17	400+20,63	1,000	CR. AGG. COURSE
379+80.17	400+20.63	1,000	SPECIAL BORROW
RAI	AP B2		
100+48.86	419+42.68	950	SUBGRADE
400+48.86	419+42.68	950	CR AGG COURSE
400+48.86	419+42.68	950	SPECIAL BORROW
RAI	IP B3		THE THE PARTY OF T
198+81.51	428+32.77	1,500	SUBGRADE
398+81.51	428+32.77	1,500	CR. AGG. COURSE
98+81.51	428+32.77	1,500	SPECIAL BORROW
RAI	/IP B4		
380+27.32	397+59.08	850	SUBGRADE
80+27,32	397+59.08	850	CR AGG COURSE
380+27,32	397+59.08	850	SPECIAL BORROW
STE	ELST		
73+07.51	75+44.11	250	SUBGRADE
73+07.51	75+44.11	250	CR. AGG, COURSE
73+07.51	75+44.11	250	SPECIAL BORROW
TO	TAL	28,350	

		square feet	
STATION	OFFSET	##EXTRUDED RIGID INSULATION	REMARKS
64+53	9.0'RT.	36	6-INCH PVC SANITARY SEWER LINE
66+65	17.6' LT.	36	12-INCH RCP SANITARY SEWER LINE
66+65	21.9' LT.	36	12-INCH A.C. WATERMAIN LINE
67+38	17.2'LT.	36	12-INCH RCP SANITARY SEWER LINE
67+40	21.8' LT	36	12-INCH A.C. WATERMAIN LINE
68+80	16.7' LT.	36	12-INCH RCP SANITARY SEWER LINE
68+80	21.5' LT.	36	12-INCH A.C. WATERMAIN LINE
70+77	17.0' LT.	36	12-INCH RCP SANITARY SEWER LINE
70+77	21.1'LT.	36	12-INCH A.C. WATERMAIN LINE
71+00	68.6' LT.	36	WATERMAIN LINE
71+00	116.1'LT.	36	WATERMAIN LINE
71+12	21.1'LT	36	12-INCH A.C. WATERMAIN LINE
71+13	17.0'LT	36	12-INCH RCP SANITARY SEWER LINE
73+08	108.0' LT.	36	10-INCH PVC SANITARY SEWER LINE
73+18	108.4' L.T.	36	10-INCH A.C. WATERMAIN LINE
73+85	19.1' LT.	36	12-INCH RCP SANITARY SEWER LINE
73+85	21.3' LT.	36	12-INCH A.C. WATERMAIN LINE
74+00	50.0' RT.	36	WATERMAIN LINE
SUBTO	TAL	648	
TOTAL	_	~	

##00% STATE COST SHARE ##FOR INFORMATION ONLY

		#WATE	R VALV	E BOXE	<u>S</u>
		ea	ch		
STATION	ADJUST WATER VALVE BOX		RESET WATER VALVE BOX		REMARKS
	LEFT	RIGHT	LEFT	RIGHT	
HAYNES AVE					
64+80	1				22' LT.
65+05	1				30' LT
65+49	- 1				32' LT.
71+01			1		51'LT.
73+11	1				21' LT.
73+19	1				34' LT.
73+30	1				21'LT_
STEEL ST					
73+86		1			14' RT.
73+90		1			14' RT
SUBTOTAL	6	2	1	0	
TOTAL		3			

# 100% STATE COST SHARE

	REI	MOVE IRRI	GATION	STRUCTURES
		ea	ch	
STAT			PLUG ENDS & ABANDON	REMARKS
FROM			PIPE	
S HAYNE	SAVE			
73+09		1	1	60,4' RT.
TOTA	iL.	1	1	

	M	S IN PLACE		
	ea	ch		
STATION	ADJUST	MANHOLE	REMARKS	
	LEFT RIGHT		-	
HAYNES AVE			6	
**64+29		1	13' RT. TELEPHONE	
64+38	1		1'LT STORM	
*64+53	1		19' LT, SANITARY	
67+32		1	2' RT, STORM	
*68+38	1		17' LT, SANITARY	
*70+57	1		17' LT, SANITARY	
70+79		1	1' RT, STORM	
*73+08	1.		119' LT. SANITARY	
*73+08	1		17' LT, SANITARY	
73+24			11' RT. TELEPHONE, ABANDON IN PLACE	
73+35			43' LT, TELEPHONE. ABANDON IN PLACE	
SUBTOTAL	6	3		
TOTAL	9	)		

\*100% STATE COST SHARE
\*\* 75% STATE COST SHARE. 25% UTILITY COST SHARE

		RETA	AINING W	ALL	
			square yards		
STATION		MSE RETAINING	SOIL NAIL RETAINING	AESTHETIC TREATMENT	REMARKS
FROM	то	WALL	WALL	##	
400+41.20	401+89.24	322.7		322.7	WALL #1 - I-94, LT.
68+56.21	70+26.37	377,9		377,9	WALL #2 - HAYNES, LT.
69+10 60	71+12.16	429.7		429,7	WALL #3 - HAYNES, RT.
410+75.00	416+50.00		1038.0	1038.0	0.5:1 SLOPE - RAMP B2, LT.
SUB	TOTAL	1130.3	1038.0	~	
TC	TAL	1130.3	1038.0	~	

## FOR INFORMATION ONLY

			F	ENCING			
		linea	r feet	ea	ıch		
STA	TION	FARM FENCE	TEMP.	FARM FENCE PANEL		REMARKS	
		TYPE	FENCE				
FROM	то	F4M		SINGLE	DOUBLE		
381+90.0	394+43.9	1,256		1	3	RIGHT, TIE TO EXISTING FENCE	
403+69,6	409+00.0	536			3	RIGHT, TIE TO EXISTING FENCE	
408+71.0	410+79.0	208			2	LEFT, TIE TO EXISTING FENCE	
TO	TAL	2,000	1,000		8		

14+1/
 7/6
5:1

565000\RD\7565000RDSUMZ0	DESIGNED BY	NMG	7/7/2017	ROAD PLANS
2017	REVIEWED BY	TGC	7/7/2017	ROAD PLANS
:46 PM clleu	CHECKED BY	ILS/ IGC	7/7/2017	CUSTER COUNTY

PRELIMINARY FPR

BROADUS INTERCH	IM-NHPB 94-4(83)138	
CSF= 0.999338856	UPN 7565000	SHEET 46

