



VISION ZERO

zero deaths
zero serious injuries

Montana Department of Transportation

2701 Prospect
PO Box 201001
Helena MT 59620-1001

Steve Bullock, Governor
Michael T. Tooley, Director

July 24, 2019

City of Missoula
Attn: Dennis Bowman
435 Ryman St.
Missoula, MT 59802

Subject: CMDP IM 90-2(145)101 C/N
I-90 Ramps - Grant Creek Rd (MSLA)
Control No. 9034000
Letting Date: February 2020

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

The anticipated utility work is to adjust two (2) sanitary sewer manhole at approximately \$864.17 each. The total project cost is anticipated to be \$1,728.33. **Please provide any requirements for adjustment of the sanitary sewer manholes.**

For minor relocation work the Department of Transportation "MDT" will design and make the adjustment of the sanitary sewer facilities in conflict at no charge to the City of Missoula, "OWNER", provided the work does not exceed \$25,000.00. We anticipate that the total cost will be approximately \$1,728.13, 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 sanitary 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 10.41% for fiscal year 2020 (July 1, 2019 to June 30, 2020).

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 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 sanitary 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

Date

Gabe Priebe, Supervisor
R/W - Utilities Section

Date

Carol Green Morris 7/24/19

Approved for Legal Content - MDT

GP:sg

**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 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 statutes 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.

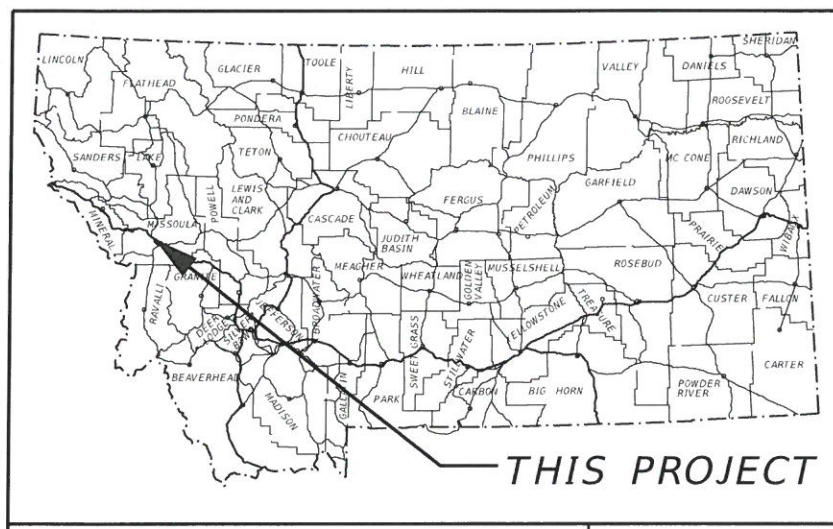
Summary of Costs for City of Missoula

Subject CMDP - IM 90-2(145)101 C/N
 I-90 Ramps - Grant Creek Rd (MSLA)
 Control No. 9034000

Item No.	Quantities	Description	Unit	Unit Cost	Total Unit Cost
604000100	2	Adjust Manhole	EA	\$864.17	\$1,728.33
					\$0.00
Total					\$1,728.33

Note: 100% State Cost Share

SG: em



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MONTANA DEPARTMENT OF TRANSPORTATION

05/14/2019
Highways & Engineering
Division

PROJECT DESIGN DATA			
L-32-2271 (Grant Creek Rd.)			
PRESENT 2016	A.D.T. =	5,360	
LETTING 2018	A.D.T. =	5,610	
DESIGN 2021	A.D.T. =	6,010	
	D.H.V. =	600	
	TRUCKS =	0.7%	
	V. =	N/A	
	18 KIP ESAL'S =	21	
	GROWTH RATE =	2.3%	

UTILITY PLAN OF
FEDERAL AID PROJECT IM 90-2()101
I-90 RAMPS - GRANT CREEK RD (MSLA)
MISSOULA COUNTY
LENGTH 0.81 MILES

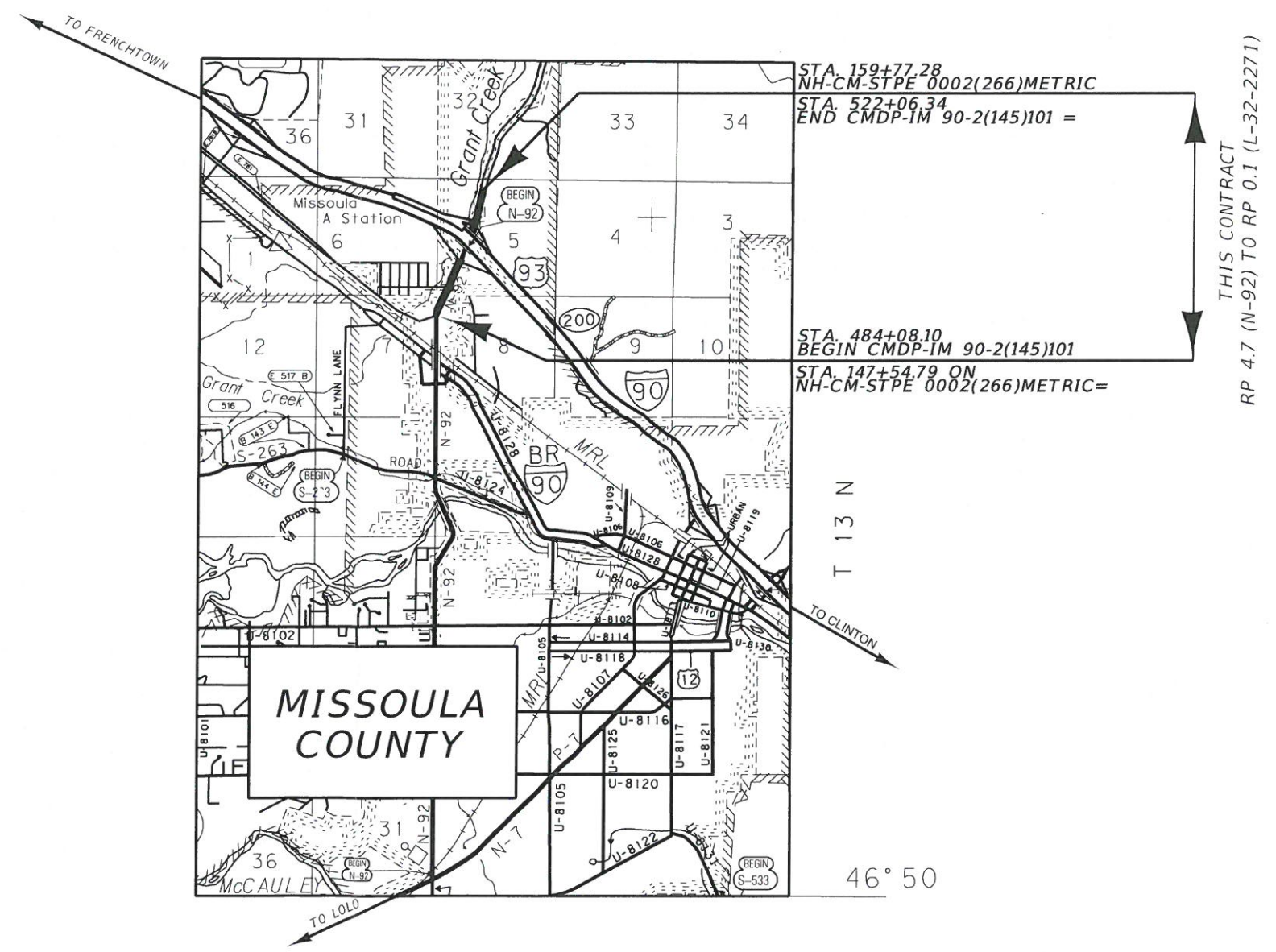
City of Missoula Exhibit
Water Adjustments —————
Sewer Adjustments —————

PLAN LEGEND

CENTERLINE Q OR PROJECTED LINE
PROPOSED RIGHT OF WAY LINE
EXISTING RIGHT OF WAY LINE
RAILROAD RIGHT OF WAY LINE
EXISTING ACCESS CONTROL
FULL ACCESS CONTROL
LIMITED ACCESS CONTROL
OWNERSHIP BOUNDARY
SECTION LINE
SECTION CORNER
1/4 SECTION CORNER
RIGHT OF WAY MONUMENT
PROPERTY CORNER PIN
PARCEL NUMBERS
PRESENT TRAVELED WAY (P.T.W.)
APPROACH: EXIST.- PROPOSED
FENCE LINE
GATE IN FENCE
CATTLE GUARD: EXIST.- PROPOSED
BRIDGES
RAILROADS
EXISTING GUARDRAIL
PROPOSED GUARDRAIL
EXISTING DITCH
CHANNEL CHANGES
EXISTING CULVERT
PROPOSED CULVERT
OUTLET DITCH
INLET DITCH
WETLANDS NOT IMPACTED
WETLANDS IMPACTED
POWER POLE IN PLACE
TELEPHONE POLE IN PLACE
LIGHT POLE - GUY POLE
PEDESTALS
MANHOLES
VALVES
FIRE HYDRANT
FIBER CABLE
GAS
POWER
TELEPHONE
TELEVISION
WATER
SANITARY SEWER

UTILITY POLES IN POSSIBLE CONFLICT

ASSOCIATED PROJECTS
RELATED PROJECTS



CONSTRUCTION LIMITS	MAP REVISED
CUT SECTION	
TRANSITION	
TOE OF FILL	
BACKSLOPE LIMITS	
INCLUDE ROUNDING	
	FHWA/MDT APPROVAL

SUMMARY

CURB							
STATION		linear feet				square yards	
		CONCRETE CURB AND GUTTER		# REMOVE CURB AND GUTTER		CONCRETE VALLEY GUTTER	
FROM	TO	LEFT	RIGHT	LEFT	RIGHT	LEFT	RIGHT
484+64.28	485+10.00	64.0		64.1			
484+72.64	485+10.14		53.9		53.9		
485+69.10	486+04.73		51.0		51.0		
485+69.58	486+08.76	57.7		57.7			
512+61.81	512+80.03		29.5		29.5		
512+83.50	512+98.75		24.1		29.4		
513+78.91	514+01.03		29.7		29.3		
514+19.70	514+34.69		18.3		18.3		
514+84.95	515+06.86		21.2		21.2		
514+87.70	515+08.20	33.3		33.4			
514+15.42	514+36.78	30.5		25.8			
518+21.18	518+45.11	43.0		43.1			
518+00.40	518+06.22		20.6		22.2		
518+73.21	519+17.85		48.3		48.3		
518+97.57	521+45.37	285.8					
518+87.11	521+45.37			309.4			
518+52.13	521+97.22			356.4			
518+52.13	519+20.62				76.3		
519+98.38	521+97.22				200.8		
518+64.05	520+09.50	148.6					
518+64.05	519+20.62		68.2				
519+98.38	520+09.50		160.9				
519+21.05	521+45.37					75.1	
SUBTOTAL		662.9	525.7	889.9	580.2	75.1	0.0
TOTAL		1,188.6		~		75.1	

FOR INFORMATION ONLY - INCLUDE IN THE COST OF NEW CURB & GUTTER

S CMDP FUNDING

MANHOLES IN PLACE			
STATION	each		REMARKS
	ADJUST MANHOLE		
	LEFT	RIGHT	
518+64.29	1		6.4 LT. (WATER) #
519+19.15	1		4.9 LT. ROTATE STANDARD FRAME AND LID TO 519+19.96. 5.69' LT. (SEE DETAIL)
519+52.66		1	1.6 RT. (SANITARY SEWER) #
SUBTOTAL	2	1	
TOTAL	3		

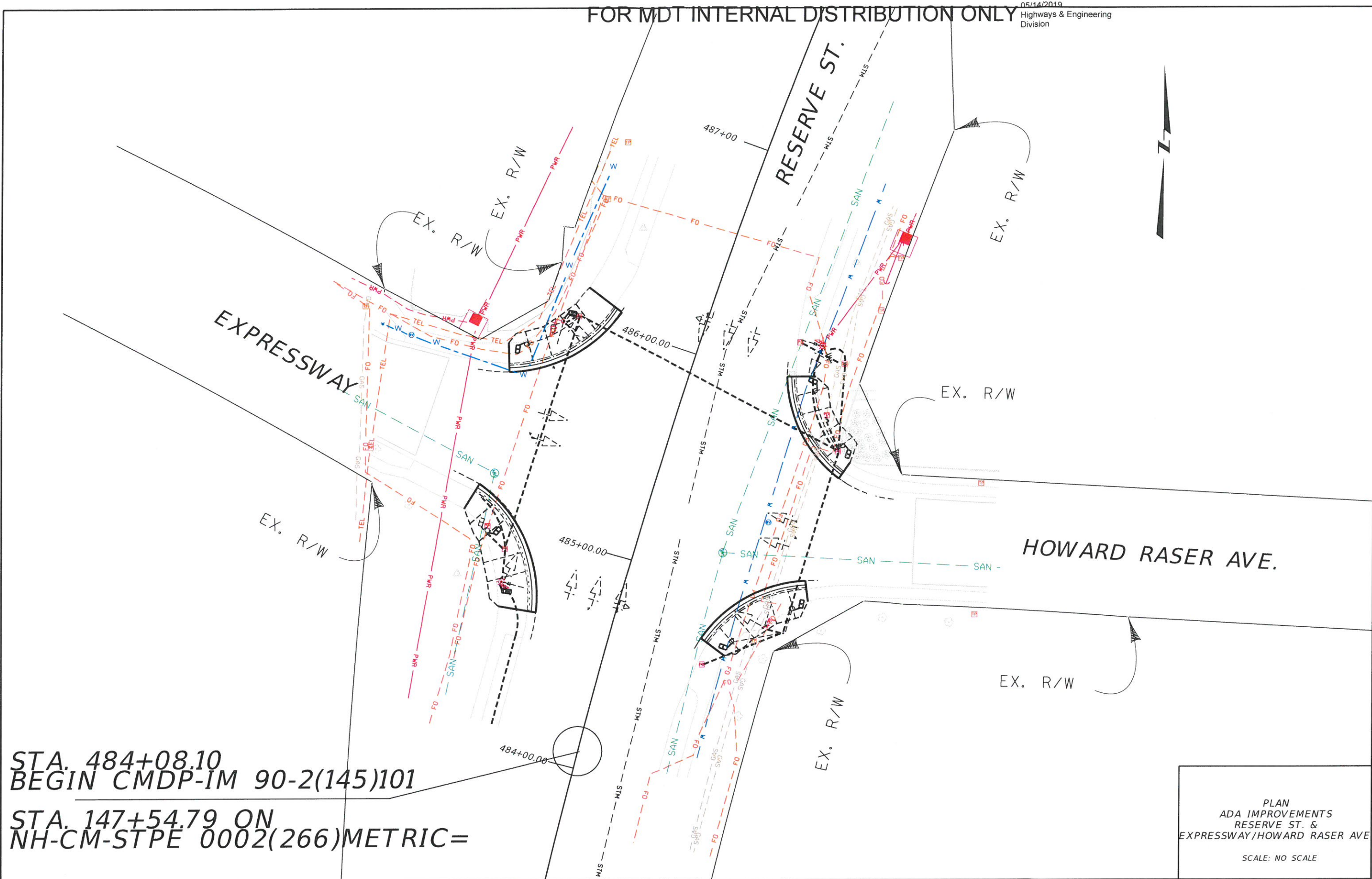
FUNDING - STATE COST SHARE 100%

MEDIAN CAP				
STATION		square yards		REMARKS
		REMOVE MEDIAN CAP	DECORATIVE CONCRETE	
FROM	TO		3"	
518+52.13	519+01.05	32.9		
519+17.48	521+97.22	192.8		
518+64.05	519+15.36		114.2	MATCH EXISTING COLOR AND PATTERN, MEDIAN ISLAND
519+24.29	520+83.06		204.3	MATCH EXISTING COLOR AND PATTERN, MEDIAN ISLAND
TOTAL		~	318.5	

^ FOR INFORMATION ONLY - INCLUDE IN THE COST OF NEW MEDIAN CAP

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05/14/2019
Highways & Engineering
Division



STA. 484+08.10
BEGIN CMDP-IM 90-2(145)101
STA. 147+54.79 ON
NH-CM-STPE 0002(266)METRIC=

PLAN
ADA IMPROVEMENTS
RESERVE ST. &
EXPRESSWAY/HOWARD RASER AVE
SCALE: NO SCALE

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Division

EASTBOUND I-90 OFF-RAMP

RESERVE ST.

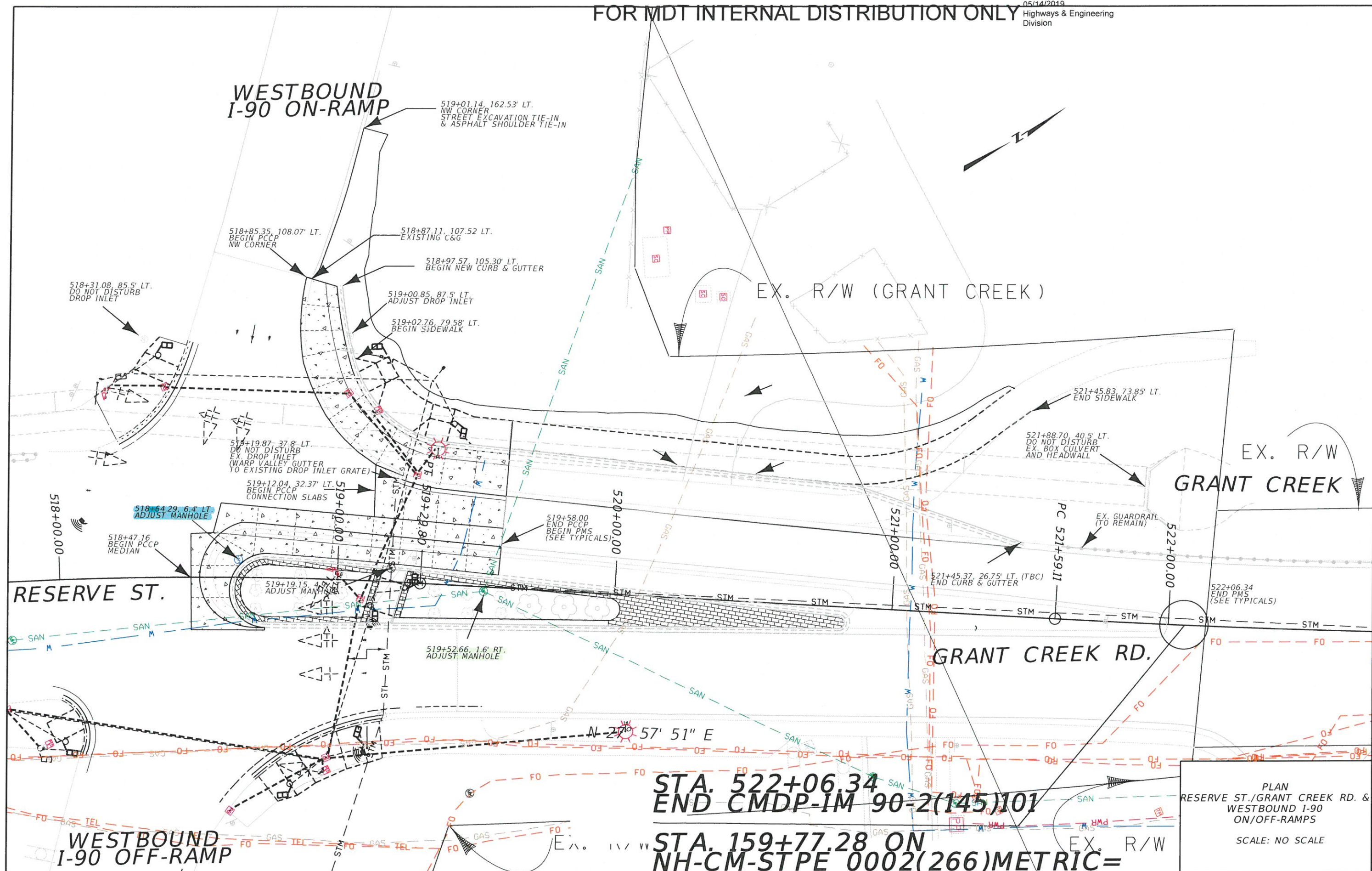
EASTBOUND I-90 ON-RAMP

EASTBOUND I-90 ON-RAMP

PLAN
ADA IMPROVEMENTS
RESERVE ST. &
EASTBOUND I-90
ON/OFF-RAMPS
SCALE: NO SCALE

FOR MDT INTERNAL DISTRIBUTION ONLY

05/14/2019
Highways & Engineering
Division



STA. 522+06.34
END C-M-D-P-IM 90-2(145)101

STA. 159+77.28 ON
NH-CM-STPE 0002(266)METRIC=

PLAN
RESERVE ST./GRANT CREEK RD. &
WESTBOUND I-90
ON/OFF-RAMPS
SCALE: NO SCALE