

RESOLUTION NO. R18-11

A RESOLUTION APPROVING A MAINTENANCE AGREEMENT BETWEEN THE CITY OF LAUREL AND THE MONTANA DEPARTMENT OF TRANSPORTATION (“MDT”) THAT PROVIDES THE CITY’S RESPONSIBILITIES FOR THE MANHOLE REHABILITATION PROJECT ALONG OLD HIGHWAY 10 (N-4).

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Maintenance Agreement between the City of Laurel and Montana Department of Transportation (“MDT”) prepared by the State of Montana and entitled City/State Memorandum of Agreement Laurel, MT Manhole Rehabilitation (N-4) Maintenance Agreement, a copy attached hereto, is hereby approved.


Section 2: Execution. The Mayor and Clerk-Treasurer of the City of Laurel are hereby given authority to execute said agreement on behalf of the City.

Introduced at a regular meeting of the City Council on March 20, 2018 by Council Member Wilke.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 20th day of March, 2018.


APPROVED by the Mayor this 20th day of March, 2018.

CITY OF LAUREL




Thomas C. Nelson, Mayor

ATTEST:



Bethany Keeler, Clerk-Treasurer

APPROVED AS TO FORM:



Sam Painter, Civil City Attorney

City/State Memorandum of Agreement
Laurel, MT Manhole Rehabilitation (N-4)
Maintenance Agreement

This Memorandum of Agreement (Agreement) is made and entered into by and between the city of Laurel ("the City"), a self-governing municipality operating pursuant to its Charter and the laws of the State of Montana, 115 West 1st Street, Laurel, MT 59044 and the Montana Department of Transportation ("MDT"), a department of the State of Montana, P.O. Box 201001, Helena MT 59620-1001 together referred to as "the Parties".

The Purpose of this Agreement is to set forth the respective responsibilities and duties of the City associated with the manhole rehabilitation project proposed at along Old Highway 10 (N-4) a State Highway under the Transportation Commission jurisdiction on the Primary Highway System as defined in 60-2-125, MCA. This Agreement sets forth the terms necessary for the City to perform the rehabilitation work proposed on 5 manholes along Old Highway 10 (N-4) located between mile post 55 and 56 shown in Attachment B.

WHEREAS, MDT is responsible for planning, designing, constructing and maintaining State Highways and roadways, and associated transportation facilities, including associated pull-offs, parking areas, and rest areas for the use and benefit of the traveling public, in a safe and efficient manner and in accordance with Title 23 United States Code (U.S.C) and Title 60 Montana Code Annotated (MCA) and has jurisdiction for Old Highway 10 (N-4); and

WHEREAS, Old Highway 10 (N-4) is on the Highway System within the State of Montana and is eligible to receive Federal Highway Funds; and

WHEREAS, in accordance with the State's agreement with the Federal Highway Administration (FHWA) of the U.S. Department of Transportation, MDT must ensure that certain requirements are met in order for MDT to fulfill its obligations to the FHWA and for Old Highway 10 (N-4) to be eligible for federal funds; and

WHEREAS, The City hereby concurs with the Highway System designation of the highway that was designated under Section 60-2-110, MCA,

NOW, THEREFORE, in consideration of the following mutual promises, the parties agree as follows:

ARTICLE I. OBLIGATIONS OF THE CITY – MAINTENANCE

A. Old Highway 10 (N-4) “Manhole” Maintenance

1. The City agrees to assume full responsibility for and control of the maintenance for the proposed manholes along Old Highway 10 (N-4) located between mile post 55 and 56 shown in Attachment B.
 - a) For the purposes of this Agreement, “manhole maintenance” means: snow, water and debris removal and/or repair of the manholes, their immediate components including the sub-base and surfacing of old Highway 10 (N-4) either directly modified or impacted in the rehabilitation process shown in Attachment B due to any cause including but not limited to normal wear from use, frost, snow, landscaping (tree roots), structural failures attributable to materials used or work performed in the rehabilitation process, or other encroachments.
2. The City agrees that the maintenance responsibility will remain in effect for the term of this agreement until the manhole facilities are reconstructed or removed, unless otherwise agreed to in writing by the Parties.

ARTICLE II. GENERAL TERMS AND CONDITIONS

- A. Term - This Agreement shall continue for ten (10) years at which time the parties may review the Agreement for updates or modifications. This Agreement will remain in effect until the new Agreement is in place or until all five (5) manhole facilities along Old Highway 10 (N-4) located between mile post 55 and 56 shown in Attachment B have been removed from Old Highway 10 (N-4).
- B. Hold Harmless & Indemnification –
The City shall protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City’s employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the City, or their agents, or subcontractors, under this Agreement, except the negligence of MDT under this Agreement.
- C. Insurance –The City is a member of the Montana Municipal Interlocal Authority’s (MMIA) Liability Program. The City will maintain for the duration of the Agreement at its own cost and expense liability coverage against claims for injuries to persons or damages to property which may arise from or in connection with any act or omission by the City and its agents, employees, representative, assigns or subcontractors during the term of this Agreement. Except as may be excluded from coverage under the applicable MMIA Memorandum of Liability Coverage, this coverage shall cover such claims as may

be caused by any intentional or negligent act or omission. Coverage amounts shall be no less than \$750,000 per claim and \$1,500,000 per occurrence. The City must provide MDT proof of its MMIA coverage before beginning any activities under this Agreement.

The City must notify the State immediately of any change in liability coverage during the term of this Agreement.

1. **Additional insured status:** The State, MDT, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds arising out of the activities performed by or on behalf of the City, including the insured's general supervision of any Contractor; products, and completed operations; premises owned, leased, occupied or used.
 2. **Additional covered party endorsement:** The City must obtain an additional covered party endorsement listing the State, MDT, its officers, officials, employees are to be covered and listed as additional covered parties for claims arising out of the activities performed by or on behalf of the City.
 3. **Workers' Compensation Insurance:** The City provides its employees workers compensation coverage through the MMIA. The City must maintain workers' compensation insurance and require its contractor and its contractor's subcontractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with §39-71-401/405, Montana Code annotated. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.
- D. **Public Safety** – It is agreed that, if any repairs to any of the five (5) manhole facilities along Old Highway 10 (N-4) located between mile post 55 and 56 shown in Attachment B must be performed to address or prevent a public hazard, the City will immediately protect the area from public access, contact MDT Billings District Office, and make reasonable and timely effort to correct or repair the hazard.
- E. **Invoicing and Indirect Cost (IDC)** – If MDT incurs any costs as a result of a public emergency, as a result of the City not meeting the requirements in this Agreement which necessitates action on MDT's part concerning the maintenance, removal, or repair of any of the five (5) manhole facilities along Old Highway 10 (N-4) located between mile post 55 and 56 shown in Attachment B, MDT shall be entitled to be compensated for such costs by the City and the City shall pay the same within thirty (30) days of its receipt of such invoices.

Section 17-1-106, MCA, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 10.96% for fiscal year 2018 (July 1, 2017 to June 30, 2018). If the work occurs or extends into fiscal year 2019 or beyond the IDC

rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

1. Invoices will be sent to:
City of Laurel
115 West 1st Street
Laurel, MT 59044
2. Payments shall be made to:
Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

- F. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
- G. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
- H. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
- I. Non-Discrimination – The City will require that during the performance of any work arising out of this Agreement the City, for itself, assignees, and successors shall comply with all applicable non-discrimination regulations, as set forth in Attachment “A” attached hereto and made part of this Agreement.

Additionally, MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT’s detailed drawings, 608 series.

- J. Audit – The City grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own


costs and expense, all records, reports, and other documents, the City maintains in connection with this Agreement.

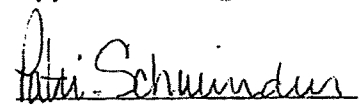
- K. **Amendment and Modification** -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
- L. **Representatives** –
1. **City's Representative**: The City's Representative for the purpose of this Agreement shall be the Laurel City Administrator or designee or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, MDT may direct its communication or submission to other designated City personnel or agents.
 2. **MDT's Representative**: The MDT Representative for the purpose of this Agreement shall be Billings District Administrator or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, City may direct its direction or communication or submission to other designated MDT personnel or agents.
- M. **Counterpart Execution** – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, the Department's authorized representative has hereunto signed on behalf of the State of Montana, and the City Administrator of the City of Laurel, on behalf of the City, has signed and affixed hereto the seal of the City.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By  3/23, 2018
Montana Department of Transportation



Approved for Legal Content


Approved for Civil Rights

CITY OF LAUREL


Mayor

Attest:


City Clerk

**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.



Montana Department of Transportation Utility Encroachment Application

Print Form

Completed By Montana Department of Transportation	
Date Received: _____	UPN.: _____
Maintenance No: _____	Highway Project No.: _____
Agreement No.: _____	Designation: _____

Applicant Name: City of Laurel Date Submitted: 2/16/2018
 Address: 115 West 1st Street Applicant Work Order Number: _____
 City: Laurel State: Montana ZIP: 59044 Telephone: +1 (406) 628-8456
 Email: citymayor@laurel.mt.gov
 Prepared by (if different than Applicant) Kurt Markegard
 Email: kmarkegard@laurel.mt.gov Telephone: +1 (406) 628-4796

Facility Description:

- 1) Overhead Facilities: Size: _____ Type: _____
- 2) Underground Facilities: Size: 5-Sewer Manholes 4' across Type: Concrete
- 3) Other: Concrete will be placed around manhole covers to make for a level road surface-manholes will be lined with epoxy

Location:

Highway Number: 310 West / Old Highway 10 County: Yellowstone
 Section: 10 Township: 2 South Range: 24 East
 Longitudinal: 24 feet from N S E W R/W line
 from milepost (station) 55+3,425' to milepost (station) 55+4,664'
 Centerline crossing(s) at milepost(s) (station): _____
 Downguys not in parallel with the roadway at milepost(s): _____

APPLICANT IS REQUIRED TO:

1. Submit One (1) copy (electronic version preferred) of this application and attach the following:
 - a. Construction Prints. (Highway prints preferred.) Distances from R/W line, centerline and existing utilities, to the proposed installation.
 - b. Environmental Checklist (MDT-ENV-006) [Click Here for Environmental Checklist](#)
2. Complete MDT Environmental Checklist (link above) and obtain all other necessary permits from other agencies affected by this work. Attach verification of necessary permits.
3. Notify District Utility Engineering Specialist or designee of any work done under this agreement at least 48 hours in advance.
4. Upon completion of work done, Applicant must submit the Certification and Inspection form (MDT-ROWUTL-968) attached, for MDT approval.
5. Waive Applicant's rights to any reimbursement for relocation under Mont. Code Ann. 60-4-403 resulting from future state highway projects, whether or not it is considered to be a utility at the time of relocation.
6. Comply with Montana Administrative Rules (ARM) 18.7.201 - 18.7.232, MDT's Right-of-Way Utilities Manual and Manual on Uniform Traffic Control Devices.
7. Comply with all terms and conditions shown on page 2.

Applicant Signature: <u><i>Thomas C Nelson</i></u>	Print Name: <u>THOMAS C NELSON</u>
Print Title: <u>LAUREL CITY MAYOR</u>	Date: <u>2/17/2018</u>

Montana Department of Transportation

Signature: _____ Title: _____ Date Approved: _____



Montana Department of Transportation Utility Encroachment Application

Print Form

Terms and Conditions:

1. **APPLICABILITY.** The terms and conditions herein apply to the APPLICANT and any agent, employee, representative, assign, contractor or subcontractor conducting any installation or maintenance work described in this application. All the parties conducting work within the highway right of way shall read and be able to produce upon request a fully executed copy of this permit.
2. **NOTIFICATION.** Notify District Utility Engineering Specialist of any work done under this agreement at least 48 hours in advance. No installation work or utility maintenance work shall be commenced until APPLICANT notifies the District Utility Engineering Specialist or designee the date the APPLICANT proposes to commence work. Notification is required each time the APPLICANT proposes to conduct utility maintenance work within the highway right of way for the facility described on page one of this application. In case of emergencies notification is as practicable, but emergency work may commence.
3. **TERM.** This permit shall be in full force and effect from the date hereof until revoked as herein provided.
4. **REVOCAION.** This permit may be revoked by STATE upon giving 45 days notice to APPLICANT by ordinary mail, sent to the address shown herein. However, the STATE may revoke this permit without notice if APPLICANT violates any of its conditions or terms.
5. **CHANGES IN HIGHWAY.** If State highway changes necessitate changes in structures or installations installed under this permit, APPLICANT will make necessary changes without expense to STATE.
6. **STATE SAVED HARMLESS FROM CLAIMS.** As a consideration of being issued this permit, the APPLICANT, its successors or assigns, agrees to protect the STATE and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used, or manner of installations, maintenance and operation, or by the improper occupancy of highway right-of-way, and in case any suit or action is brought against the STATE and arising out of, or by reason of, any of the above causes, the APPLICANT, its successors or assigns, will, upon notice to them of the commencement of such action, defend the same at its sole cost and expense and satisfy any judgment which may be rendered against the STATE in any such suit or action.
7. **PROTECTION OF TRAFFIC.** The APPLICANT shall protect the work area with traffic control devices that comply with the Manual of Uniform Traffic Control Devices. The APPLICANT may be required to submit a traffic control plan to the District Utility Engineering Specialist for approval prior to starting work. During work, the District Utility Engineering Specialist or designee may require the APPLICANT to use additional traffic control devices to protect traffic or the work area. No road closure shall occur without prior approval from the District Administrator. All workers within MDT's right-of-way who are exposed either to traffic (vehicles using the highway for purposes of travel) or to construction equipment shall wear high-visibility class 2 or 3 safety apparel. For nighttime activity, the flagger(s) shall wear class 3 safety apparel. APPLICANT shall provide flagger(s) who are currently certified by the Montana flagger training program; the ATSSA flagger program; or the Idaho, Oregon, or Washington state flagger training programs.
8. **HIGHWAY AND DRAINAGE.** APPLICANT shall at the APPLICANT's expense install and maintain Best Management Practices (BMP) as necessary to minimize damage to the highway and adjacent properties and abate pollution of surface and ground water sources. If the work done under this permit interferes in any way with (BMP) devices installed by others and/or the drainage of the State highway, APPLICANT shall, at the APPLICANT's expense, make such provisions as the STATE may direct to remedy the interference.
9. **RUBBISH AND DEBRIS.** Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and roadside left in a neat and presentable condition satisfactory to the STATE.
10. **INSPECTION.** The installation authorized by this permit shall be in compliance with the attached plan and the conditions of this permit. The APPLICANT may be required to remove or revise the installation, at sole expense of APPLICANT, if the installation does not conform with the requirements of this permit or the attached plan.
11. **STATE'S RIGHT NOT TO BE INTERFERED WITH.** All changes, reconstruction or relocation shall be done by APPLICANT so as to cause the least interference with any of the STATE's work, and the STATE shall not be liable for any damage to the APPLICANT by reason of any such work by the STATE, its agents, contractors or representatives, or by the exercise of any rights by the STATE upon the highways by the installations or structures placed under this permit.
12. **REMOVAL OF INSTALLATIONS OR STRUCTURES.** Unless waived by the STATE, upon termination of this permit, the APPLICANT shall remove the installations or structures installed under this permit at no cost to the STATE and restore the premises to the prior existing condition, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the APPLICANT has no control, excepted.
13. **MAINTENANCE AT EXPENSE OF PERMITTEE.** APPLICANT shall maintain, at its sole expense, the installations and structures for which this permit is granted, in a condition satisfactory to the STATE. Notification must be made according to paragraph 2 above.
14. **STATE NOT LIABLE FOR DAMAGE TO INSTALLATIONS.** In accepting this permit, the APPLICANT agrees that any damage or injury done to installations or structures by a contractor working for the STATE, or by any STATE employee engaged in construction, alteration, repair, maintenance or improvement of the State highway, shall be at the sole expense of the APPLICANT.
15. **STATE TO BE REIMBURSED FOR REPAIRING ROADWAY.** Upon being billed, APPLICANT agrees to promptly reimburse STATE for any expense incurred in repairing surface of roadway due to settlement at installation, or for any other damage to roadway as a result of the work performed under this permit.
16. **DISCHARGE.** The APPLICANT shall not discharge or cause discharge of any process wastewater, hazardous or solid waste by the installation or operation of the facility within State Right-of-Way.
17. **TOPSOIL/RESEED.** The APPLICANT will salvage topsoil, re-seed, and control noxious weeds within the disturbed installation area for two (2) years.
18. **SURVEYOR.** In accordance with Mont. Code Ann. § 76-3-403(2), APPLICANT shall, at APPLICANT's expense, employ the services of a Montana Licensed Professional Land Surveyor to re-establish all existing survey monuments disturbed by work contemplated under this permit.
19. **EXPLOSIVES.** The use of explosives is prohibited for the installation.
20. **NO WAIVER.** Any condition of this permit shall not be waived without written approval of the appropriate District Administrator.
21. **FEE.** The process fee for issuance of this agreement is _____
22. **OTHER CONDITIONS AND/OR REMARKS:**



MDT-ENV-006 04/17

Page 1 of 2

Montana Department of Transportation Environmental Checklist

2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001
Phone: (406) 444-7228
Fax (406) 444-7245
TTY: (406) 444-7696
www.mdt.mt.gov

(For MDT Use Only)

Date	Choose type of Environmental Checklist:
Feb 20, 2018	Encroachment/Occupancy (including Utility)

Location

Highway or Route:	Milepost(s):	
Highway 310	between 55 and 56	
Physical Address:	City:	
	Laurel	
Legal Description:	County:	
	Yellowstone	
Township:	Range:	Section(s):
2 south	24 east	10

Applicant Information:

Name:	Title:		
Kurt Markegard	Public Works Director		
Company/Utility:			
City of Laurel Waste Water Collection Utility			
Mailing Address:	Phone:		
P.O. Box 10	406-628-4795		
City:	State:	Zip:	Business Phone:
Laurel	MT	59044	

Montana Environmental Checklist Help Guide (click button to view) [Guide](#)

Impact Questions	Comment, Expl, and/or Information Source (Attach supporting information, as necessary.)
Actions that qualify for Categorical Exclusion under MEPA and/or NEPA (See ARM 18.2.261 and 23 CFR 771.117) (See ARM 18.2.261 and 23 CFR 771.117)	
1 Will the proposed action impact any known historical or archaeological site(s)? <input type="radio"/> Yes <input checked="" type="radio"/> No	
2 Will the proposed action impact any publicly owned parkland(s), recreation area(s), wildlife or waterfowl refuge(s)? <input type="radio"/> Yes <input checked="" type="radio"/> No	
3 Will the proposed action impact prime farmlands? (If yes, attach a completed Farmland Conversion Impact Rating Ad-1006.) <input type="radio"/> Yes <input checked="" type="radio"/> No	
4 a. Will the proposed action have an impact on the human environment that may result from relocations of persons or businesses, changes in traffic patterns, changes in grade, or other types of changes? <input type="radio"/> Yes <input checked="" type="radio"/> No	
b. Has the proposed action received any preliminary or final approval from the local land use authority? <input checked="" type="radio"/> Yes <input type="radio"/> No	DOT has been contacted
5 For the proposed action, is there documented controversy on environmental grounds? (For example, has the applicant received a letter of petition from an environmental organization?) <input type="radio"/> Yes <input checked="" type="radio"/> No	
6 Will the proposed action require work in, across or adjacent to a listed or proposed Wild or Scenic River? <input type="radio"/> Yes <input checked="" type="radio"/> No	
7 Will the proposed action require work in a Class I Air Shed or nonattainment area? <input type="radio"/> Yes <input checked="" type="radio"/> No	
8 Will the proposed action impact air quality or increase noise, even temporarily? <input checked="" type="radio"/> Yes <input type="radio"/> No	Installation of sewer manhole liners and asphalt removal
9 a. Is the proposed project a MS4 Area? <input type="radio"/> Yes <input checked="" type="radio"/> No	
b. Will the proposed action have potential to affect water quality, wetlands, streams or other water bodies? If YES, an environment-related permit or authorization may be required. <input type="radio"/> Yes <input checked="" type="radio"/> No	
10 Are solid or hazardous wastes or petroleum products likely to be encountered? (For example, project occurs in or adjacent to Superfund sites, known spill areas, understorage tanks, or abandoned mines.) <input type="radio"/> Yes <input checked="" type="radio"/> No	
11 a. Are there any listed or candidate threatened or endangered species, or critical habitat in the vicinity of the proposed action? <input type="radio"/> Yes <input checked="" type="radio"/> No	
b. Will the proposed action adversely affect listed or candidate threatened or endangered species, or adversely modify critical habitat? <input type="radio"/> Yes <input checked="" type="radio"/> No	
12 Will the proposed action require an environmental-related permit or authorization? If the answer is "yes," please list the specific permits or authorizations. <input type="radio"/> Yes <input checked="" type="radio"/> No	
13 Is the proposed action within designated sage grouse habitat (https://sagegrouse.mt.gov/projects). (If yes, a consultation letter issued from the Montana Sage Grouse Habitat Conservation Program is required.) <input type="radio"/> Yes <input checked="" type="radio"/> No	
14 a. Is the proposed action on or within approximately 1 mile of an Indian Reservation? <input type="radio"/> Yes <input checked="" type="radio"/> No	
b. If "Yes", will a Tribal Water Permit be required? <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
15 Will the proposed action result in increased traffic volumes, increased wait or delays on state highways, or have adverse impacts on other forms of transportation (rail, transit or air movements)? <input type="radio"/> Yes <input checked="" type="radio"/> No	



MDT-ENV-006 04/17

Page 2 of 2

Montana Department of Transportation Environmental Checklist

2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001
Phone: (406) 444-7228
Fax (406) 444-7245
TTY: (406) 444-7696
www.mdt.mt.gov

Is the proposed action part of a project that may require other governmental permits, licenses or easements? If "Yes", describe the full extent of the project and any other permits, licenses or easements that may be necessary for the applicant to acquire. Yes No DOT encroachment Permit

17 Attach a brief description of the work to be performed, including any subsurface work. Description Attached

18 Attach representative photos of the site(s) where the proposed action would be implemented. Photos are to include any structures, streams, irrigation canals, and/or potential wetlands in the project area. Photos Attached

19 Attach map(s) showing the location(s) of the proposed action(s); Section, Township, Range; highway or route number and approximate route post(s). Maps Attached

Checklist preparer:

Kurt Markegard

Title:

Public Works Director

Signature

Date

Feb 20, 2018

Reviewed for completeness by:

[Signature]
MDT District Representative

[Signature]
Title

2-23-18
Date

Checklist Approved by:

Environmental Services Bureau
(When any of the items 1 through 16 are checked "Yes")

Title

Date

Transportation Planning
(When any of the items 15 or 16 are checked "Yes")

Title

Date

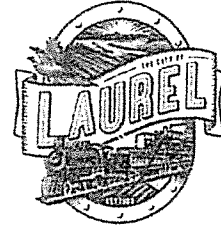
Checklist Conditions and Required Approvals

- A. The applicant is not authorized to proceed with the proposed work until the checklist has been reviewed and approved, as necessary, and any requested conditions of approval have been incorporated.
- B. Complete the checklist items 1 through 16, indicating "Yes" or "No" for each item. Include comments, explanations, information sources, and a description of the magnitude/importance of potential impacts in the right hand column. Attach additional and supporting information as needed. Ensure that information required for items 17, 18, and 19, is attached. The checklist preparer, by signing, certifies the accuracy of the information provided.
- C. If "Yes" is indicated on any of the items, the Applicant must explain the impacts as applicable. Appropriate mitigation measures that will be taken to avoid, minimize, and/or mitigate adverse impacts must also be described. Any proposed mitigation measures will become a condition of approval. Use attachments if necessary. If the applicant checks "No" and the District concludes there may in fact be potential impacts, the Environmental Checklist must be forwarded to Transportation Planning for review and approval.
- D. If "Yes" is indicated in item 11 a. (threatened or endangered species), the Applicant should provide information naming the particular species and the expected location, distribution and habitat use in the proposed action area, i.e. within the immediate area of the proposed action; or, in the general area on occasion (seasonally passes through) but does not nest, den or occupy the area for more than a few days.
- E. If the applicant checks "Yes" for any item, the approach permit, occupancy agreement or permit, along with the checklist and supporting information, including the Applicant's mitigation proposal, documentation, evaluation and/or permits must be submitted to Transportation Planning. Electronic format is preferred.
- F. When the applicant checks "Yes" to any item, the Applicant cannot be authorized to proceed with the proposed work until the MDT Environmental Services Bureau and/or Transportation Planning, as appropriate, reviews the information and signs the checklist.
- G. Applicant must obtain all necessary permits or authorizations from other entities with jurisdiction prior to beginning the proposed action or activity. The Applicant is solely responsible for any environmental impacts incurred as a result of the project; obtaining any necessary environmental permits, notifications, and/or clearances; and ensuring compliance with environmental laws and regulations.

CITY HALL
115 W. 1ST ST.
PUB. WORKS: 628-4796
WATER OFC.: 628-7431
COURT: 628-1964
FAX 628-2241

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the Director of Public
Works

February 20, 2018

Tammy Saldivar
Utilities Engineering Specialist
Montana Department of Transportation.

Re; Laurel sewer manhole lining and leveling.

The City of Laurel would like to do some maintenance of sewer manholes that are in the Montana DOT right of way. The location of these sewer manholes are in Highway 310 (East Main Street) in Laurel Montana. The manhole locations are between mile marker 55 and 56 and are located 24 feet south of the north right of way line (west bound driving lane).

The sewer manholes will be cleaned to remove loose concrete material and then epoxy lined in order to keep the concrete in the manholes sealed and protected from waste water exposure. The sewer manhole rings and covers will be removed and then leveled in order to provide for a smooth road surface. Concrete will be placed around the manholes rings to secure them in place. The epoxy liner is extended up into the interior of the sewer manhole rings. I have attached pictures to this letter that were taken after other sewer manholes in Laurel had this same procedure completed.

I have filled out the environmental checklist, submitted the encroachment permit signed by the Mayor, and we will follow the traffic control plan that was submitted for Stan Jonutis which will include Stan's recommended changes to use barrels instead of traffic candles on the exit side of the lane shift.

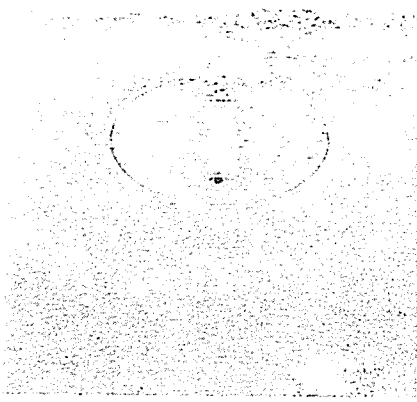
If there is anything else you need from me please let me know.

Regards,

A handwritten signature in black ink, appearing to read 'Kurt Markegard', is written over a large, light-colored scribble or watermark.

Kurt Markegard
Public Works Director

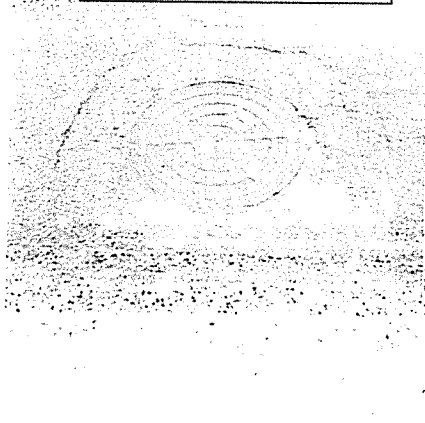
Manhole #1 150'
West of Locust Ave



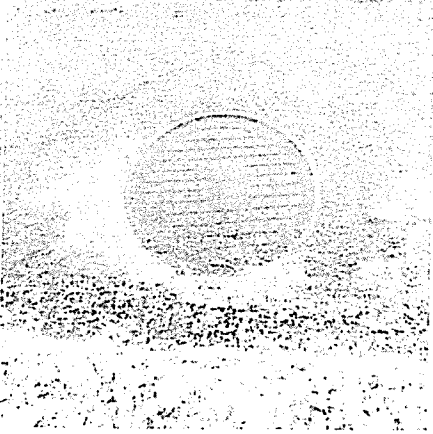
Manhole #3 150' west of Juniper
Ave



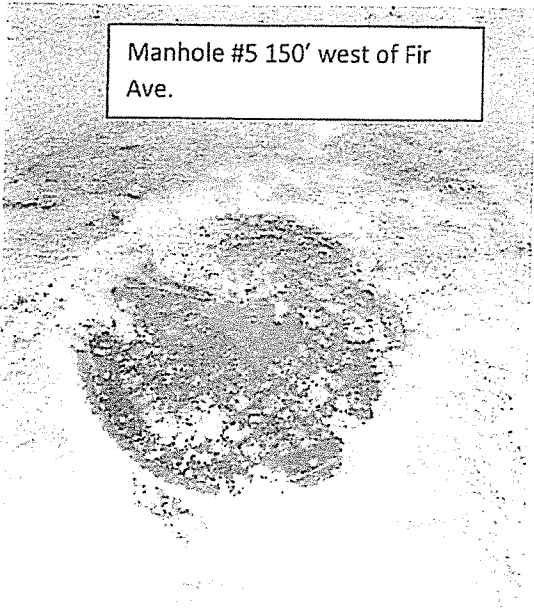
Manhole #2 Juniper Ave
Intersection

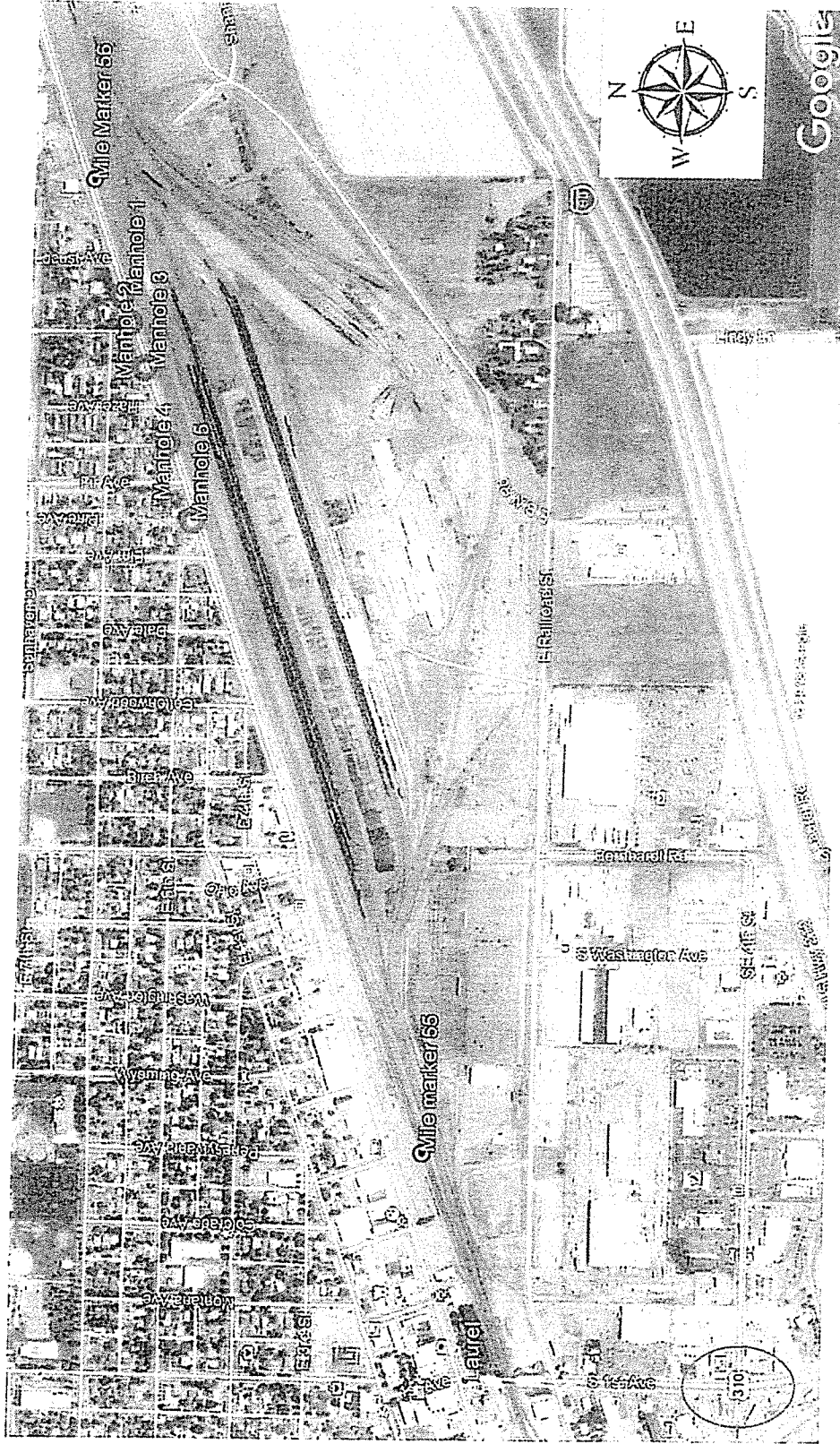


Manhole #4 150' west of Hazel
Ave



These manhole locations are depicted on the attached map on page 3 of this letter.





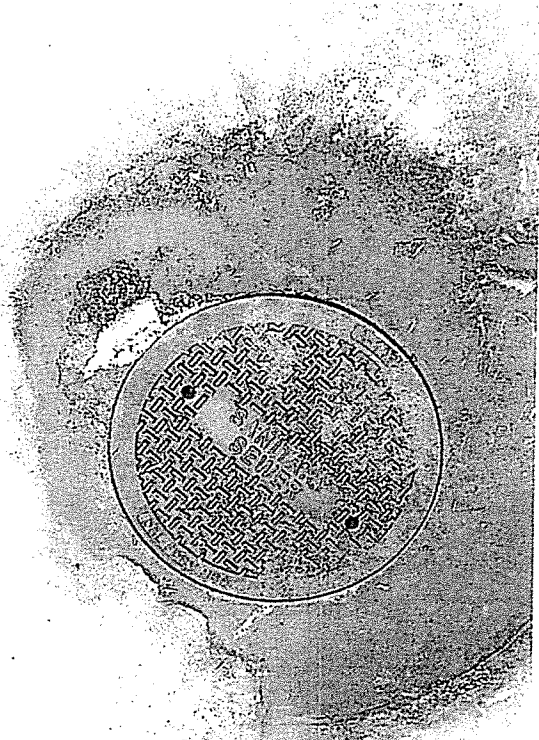
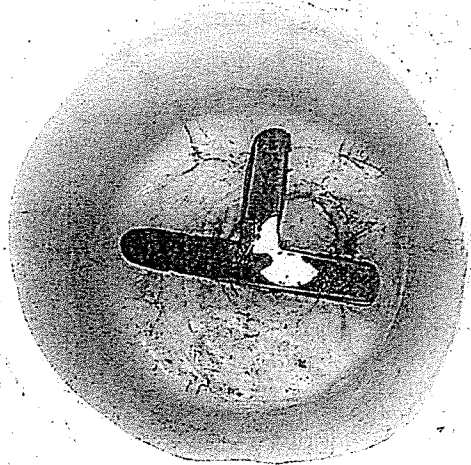
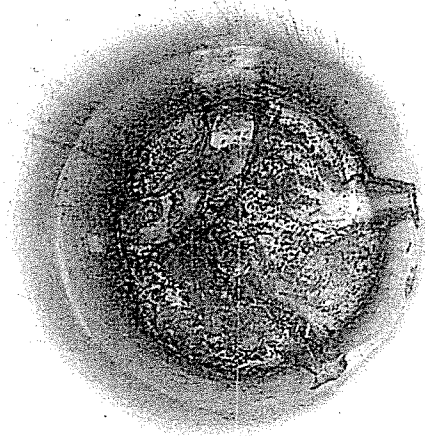
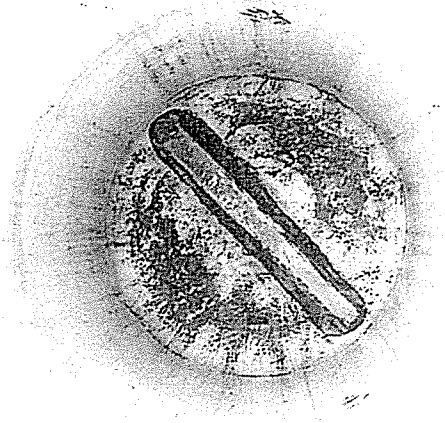
Manhole 1 is 45°40'27.62"N 108°45'00.24"W

Manhole 3 is 45°40'26.35"N 108°45'05.47"W

Manhole 5 is 45°40'23.70"N 108°45'16.34"W

Manhole 2 is 45°45'27.14"N 108°45'02.21"W

Manhole 4 is 45°40'25.04"N 108°40'25.04"W



Completed in Laurel in 2017

CIP Construction Technologies, Inc.
 134 1st Ave W Kalispell, MT 59901
 Phone (406) 291-8017 Fax (406) 752-4630
 Billing Phone: (406) 257-3938
 E-mail: supertec@rexforddsl.net Website: www.cipmanhole.com

PROPOSAL
#LaurelPro17-12-7amended

December 11, 2017
 Faxed & Emailed
 City of Laurel
 Laurel, MT
 Phone 406-860-8139
 Email: mwheeler@laurel.mt.gov
 Pages: 2
 Attn: Matt Wheeler and Guy Rollins

PROJECT: City of Laurel Manhole Rehabilitation

SCOPE: Line interior of five sewer manholes with cured-in-place fiberglass liner by authorized licensed installer CIP Construction Technologies, Inc. and rebuild chimney sections via the Mr. Manhole process.

ITEM	DESCRIPTION	DIMENSIONS*	PRICE
1a.	Line mh in Hwy 10 between Locust & Juniper Use Series 11600 liner (5 layers of fiberglass & PVC) – our heaviest liner	6.17 x 8.33	11,370.00
1b.	Mr. Manhole leveling system		1395.00
1c.	Supply and install new frame and cover		365.00
2a.	Line mh in Hwy 10 in intersection at Juniper Use Series 6800 liner (3 layers of fiberglass & PVC) – our standard heavy liner	4.33 x 8.0	5,000.00
2b.	Mr. Manhole leveling system		1395.00
2c.	Supply and install new frame and cover		365.00
3a.	Line mh in Hwy 10 at Ridge Motel Use Series 9200 liner (4 layers of fiberglass & PVC) – our 2 nd heaviest liner	4.5 x 10.08	7,709.00
3b.	Mr. Manhole leveling system		1395.00
3c.	Supply and install new frame and cover		365.00
4a.	Line mh in Hwy 10 150 ft east of Fir Ave Use Series 6800 liner (3 layers of fiberglass & PVC) – our standard heavy liner	4.5 x 12.25	7,656.00
4b.	Mr. Manhole leveling system		1395.00
4c.	Supply and install new frame and cover		365.00
5a.	Line mh in Hwy 10 at lift station Use Series 6800 liner (3 layers of fiberglass & PVC) – our standard heavy liner	4.33 x 14.67	9,169.00
5b.	Mr. Manhole leveling system		1395.00
5c.	Supply and install new frame and cover		365.00
6.	Mobilization*		NC
TOTAL			\$49,704.00

* The normal mobilization fee of \$2000 will be waived performed in conjunction with other upcoming CIP projects with the City of Red Lodge and the Town of Roberts.

Manufacturer's Warranty: To stop infiltration and further deterioration – Five Years Labor, Twenty Years Materials.

It is agreed that the City of Laurel in all instances and at its expense, including but not limited to installation, repair, or warranty service, will provide CIP with the following: adequate access to structure(s), a source of water supply, traffic control, assistance as needed to coordinate and control sewage flow, a location for garbage disposal (e.g., access to dumpster); hydrovac assistance.

CIP will provide the normal preparatory work and equipment necessary to install the liner system which includes pressure cleaning @ 3500 p.s.i., and step removal. We expect that our process will eliminate further deterioration and greatly increase the life of the structure(s). Independent lab tests predict a 50 – 100 year life span for our liner in a sanitary sewer environment.

Thank you for the opportunity to assist you and the City in solving these infrastructure problems. We look forward to working with you on this project and others in the future.

Best regards,

Jim Swain

Jim Swain
President

Saldivar, Tammy

From: Tierney, Michael
Sent: Wednesday, February 21, 2018 10:01 AM
To: Saldivar, Tammy
Subject: RE: Laurel manhole agreement
Attachments: RE: Lining sanitary sewer manholes in East Main Street

Tammy – I have attached MDT review comments. Hydraulics had no comment. However, Jim Combs noted that if a chimney rebuild implies a supporting member that has to support traffic, we need some verification of the structural integrity and capacity of the proposed design.

This information should be included in any permit request that is made.

As for the agreement. It's in the works.

Also, has Laurel submitted a permit yet?

Finally, I have no emails on the development on Laurel Ave and Parkway Lane in Billings. Mike

From: Saldivar, Tammy
Sent: Wednesday, February 21, 2018 8:43 AM
To: Tierney, Michael <mtierney@mt.gov>
Subject: Laurel manhole agreement

Hi Mike,

Can you tell me where we are with the maintenance agreement with Laurel for the manhole linings?

Also, did Stan send to you an inquiry for a new development on Laurel Ave and Parkway Lane in Billings? It would have come since yesterday.

*Tammy Saldivar
MDT Billings District
Utilities Engineering Specialist
406-657-0239*

Saldivar, Tammy

From: Tierney, Michael
Sent: Thursday, February 15, 2018 2:30 PM
To: Hedstrom, David; Combs, James
Subject: RE: Lining sanitary sewer manholes in East Main Street

Dave and Jim - Thanks for looking at this.

Based on both of your comments - I'll let the District know that MDT's comment on the process is limited to Jim's comment on structural integrity of the chimney rebuild.

Also, the District did request an agreement be struck with the City for maintenance. Thanks again.

Mike

From: Hedstrom, David
Sent: Thursday, February 15, 2018 12:31 PM
To: Tierney, Michael ; Combs, James
Subject: RE: Lining sanitary sewer manholes in East Main Street

Mike, We don't have any comments on the proposed manhole lining.

From: Tierney, Michael
Sent: Wednesday, February 14, 2018 7:48 AM
To: Combs, James <jcombs@mt.gov>; Hedstrom, David <dhedstrom@mt.gov>
Subject: RE: Lining sanitary sewer manholes in East Main Street

Hello Dave and Jim – I needed to follow up with both to see if the manhole rehab process proposed is acceptable to MDT in order to allow in it our r/w. thoughts?

Mike

From: Combs, James
Sent: Thursday, February 01, 2018 1:40 PM
To: Hedstrom, David <dhedstrom@mt.gov>
Cc: Tierney, Michael <mtierney@mt.gov>
Subject: FW: Lining sanitary sewer manholes in East Main Street

Hello Dave,

Please see the e-mails below and the attachments. Do you have any comments about what the City of Laurel is proposing? My comments are below:

1. I will defer to Hydraulics but the fiberglass liner seems fine so long as this is a City manhole.
2. My biggest concern is the "chimney rebuild". I'm unclear what constitutes a "chimney rebuild"? Is this a precast or cast in place concrete section? I will defer to Dave if he has comment but if a chimney rebuild implies a supporting member that has to support traffic, we need some verification of the structural integrity and capacity of the proposed design.
3. The District needs to approve whatever is proposed and may wish to enter into an agreement.

4. I will defer to the District, but I would recommend they provide a traffic control plan and schedule if the design is agreeable.

Please contact me if I may be of assistance.
Thanks and have a great day! JAC



James A. Combs, P.E.
Highways Design Engineer | Highways
Montana Department of Transportation
2701 Prospect Avenue
PO Box 201001
Helena MT 59620-1001
406-444-6244 | jcombs@mt.gov



From: Tierney, Michael
Sent: Thursday, February 01, 2018 1:21 PM
To: Combs, James <jcombs@mt.gov>
Subject: FW: Lining sanitary sewer manholes in East Main Street

<http://mrmanhole.com/>

From: Saldivar, Tammy
Sent: Thursday, February 01, 2018 12:53 PM
To: Tierney, Michael <mtierney@mt.gov>; Priebe, Gabe <gpriebe@mt.gov>
Subject: FW: Lining sanitary sewer manholes in East Main Street

From: Kurt Markegard [<mailto:kmarkegard@laurel.mt.gov>]
Sent: Wednesday, January 24, 2018 9:12 AM
To: Saldivar, Tammy <tsaldivar@mt.gov>
Cc: Guy Rolison <grolison@laurel.mt.gov>; Matt Wheeler <mwheeler@laurel.mt.gov>
Subject: Lining sanitary sewer manholes in East Main Street

Tammy,

I wanted to share our upcoming project with you that I spoke to you about last month. The City will be epoxy lining five sewer manholes and will also be leveling the manhole lids so that they are flush or slightly below the pavement grade.

The life expectancy of the liner is estimated at fifty years and will prevent concrete deterioration of the sanitary sewer manholes. I am hopeful to get the state permit submitted in the next few weeks if the City Council approves of the work at their Feb. 6th Council meeting. The Laurel Public Works Committee voted to recommend to City Council to proceed with the project.

We will be putting together a traffic control plan and at this time I do not anticipate any road closures as the sewer manholes are dead center of the west bound lane. West bound traffic will be directed into the center turn lane. As we get closer to submitting the permit to you, we will get in touch with the contractor performing the manhole lining and make sure what traffic control is needed for them to perform their work.

I have attached the contractor's proposal, sample pictures of the manhole leveling and liner.

Let me know if you have any comments or concerns.

Kurt Markegard
Public Works Director
City of Laurel