

A G E N D A R E P O R T

DATE March 18, 2003

ITEM Use of Uncommitted CTEP Funds for Removal of Abandoned Utilities on Historic 10th St. Bridge; O.F. 1180.6

INITIATED BY Bridge Rehabilitation Advisory Group

ACTION REQUESTED Approve Use of Uncommitted CTEP Funds for Removal of Abandoned Utilities on Historic 10th Street Bridge and Approve Standard Agreement with Montana Dept. of Transportation

PREPARED & PRESENTED BY Andrew Finch, Great Falls/Cascade County CTEP Administrator

APPROVED BY Benjamin Rangel, Interim Planning Director

RECOMMENDATION:

Staff recommends the City Commission approve the following motion.

MOTION:

"I move the City Commission approve the use of \$43,290 in currently uncommitted Community Transportation Enhancement Program (CTEP) funds to remove abandoned utilities on the Historic 10th Street Bridge, and approve and authorize the execution of a standard agreement with the Montana Department of Transportation for construction of this project."

SYNOPSIS:

A CTEP project to light the Historic 10th Street Bridge is ready to begin, and will not include all the elements originally proposed due to the timing of the completion of the bridge deck restoration work. At this time, restoration/rehabilitation of the bridge structure itself is not eligible for use of CTEP funds. In order to make full use of CTEP funds and schedule work in a timely and efficient manner, the Bridge Rehabilitation Advisory Group has recommended the City Commission authorize the use of an estimated \$43,290 of additional CTEP funds to remove an abandoned City sanitary sewer pipe and other utilities from underneath the Bridge.

The hanging utilities must be removed as part of the Bridge restoration work, and also to provide for attractive lighting of the Bridge. Also, combining this work with the lighting project will save money and time due to the elimination of duplication of mobilization, preparation of plans, bid advertisement, etc.

The cost of the removal of the utilities is estimated at approximately \$50,000. This would include \$43,290 in CTEP funds and \$6,710 matching funds which would be provided by Preservation Cascade. There would be no financial impact to the City, and no local tax monies would be used for the improvement.

The attached agreement between the City and the Montana Department of Transportation is a standard agreement, and is necessary to earmark the funds for this project and receive authorization from the State to proceed with project development.

BACKGROUND:

In 2000, the City Commission approved a CTEP project for accent lighting of and period lighting on the Historic 10th Street Bridge. While eligible for CTEP funding, certain elements of the project can only be constructed after completion of the bridge deck, which may not be complete for some time. One element, "monument" lighting of the bridge, can and will proceed. The other main element, period street lights on the bridge, will be postponed until the completion of the decking.

The City of Great Falls has approximately \$116,000 in unallocated CTEP funds. These funds are typically used to fund minor changes in cost between a project's original estimate and the actual construction cost. The Planning Office agrees that it would be appropriate for the City Commission to expend \$43,290 on this project, and the

Montana Department of Transportation has given preliminary approval for the work.

Attachment: Project Specific Agreement – General: STPE 5299(35), 10th St. Bridge Beautification-GTF

PROJECT SPECIFIC AGREEMENT - GENERAL

THIS AGREEMENT, made and entered into, by and between the State of Montana, acting by and through its Department of Transportation, hereinafter called the "State," and the City of Great Falls, hereinafter called the "City".

WITNESSETH

THAT, WHEREAS, the City proposes to develop and construct a Community Transportation Enhancement Program (CTEP) project, STPE 5299(35), titled 10TH ST BRIDGE BEAUTIFICATION-GTF; and,

WHEREAS, the State and the City recognize the need to develop and construct such project, and are willing to share in the costs of the proposed project in accordance with this agreement; and,

WHEREAS, the State and Federal Highway Administration (FHWA) will not participate in the development and construction of said project unless the City agrees to the conditions set forth; and,

WHEREAS, the estimated cost of the project's development and construction totals \$36,660.00; and,

WHEREAS, the financial participation for the project development and construction will in part be with Federal Aid Funds; and,

WHEREAS, it is understood that all costs associated with the project in excess of these Federal Aid Funds will be financed by the City; and,

WHEREAS, this document must be executed and submitted to the State before the project development and construction process will be authorized to start; and,

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. That the City will develop a CTEP project described as: Design and construction for a project that includes: design, purchase and installation of floodlights and necessary power supply for monument lighting of the historic 10th Street Bridge, and removal of abandoned utilities from the Bridge, in accordance with current design standards and ADA requirements.
2. That the project is off the state maintained system and the location is described as follows: on the historic 10th Street Bridge crossing the Missouri River in Great Falls.
3. That the purpose of this project is to: provide lighting of the Bridge to beautify night travel along major arterials in Great Falls, and also to enhance an historic transportation structure.

- That the initial federal-aid program to be requested for the development and construction of this project, by federal-aid account is as follows:

Federal-Aid Program Account (maximum FHWA match rate) Total by account

[9102]	Preliminary Engineering (86.58%): (including environmental documentation)	<u>\$17,330.00</u>
[9202]	Right-of-Way/Easement Acquisition (86.58%):	\$0.00
[9302]	Incidental Construction (64.93%): (utility relocation involvement)	\$0.00
[9402]	Construction Engineering (86.58%): (including contract administration and inspections)	\$4,165.00
[9502]	Construction (86.58%)	<u>\$75,165.00</u>
	Total:	<u>\$96,660.00</u>

	<u>Project</u>	<u>CTEP Funds</u>	<u>Local Match</u>	<u>ADD. Contribution</u>
City of Great Falls	<u>\$96,660.00</u>	<u>\$83,688.23</u>	<u>\$12,971.77</u>	<u>\$0.00</u>
TOTAL	<u>\$96,660.00</u>	<u>\$83,688.23</u>	<u>\$12,971.77</u>	<u>\$0.00</u>

- That the general method of development includes: The City will engage a project engineer for preliminary engineering, contract bid document preparation and construction engineering. Construction will be by competitive bid. The State will perform a final inspection to ensure substantial compliance with project plans, specifications and estimates.
- That the City and any consultant(s) and/or contractor(s) it may employ in pursuit of project completion will comply with applicable Equal Employment Opportunity (EEO) requirements, Disadvantaged Business Enterprise (DBE) goals, Americans with Disabilities Act (ADA) and Federal Labor Requirements.
- That the City will provide such documentation as necessary to comply with the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA) and Section 4(f) of the DOT Act.
- That the City will complete and submit the applicable supporting documentation to the State for review and concurrence prior to beginning the next step in the projects development or construction process, as identified in the Local and Tribal Government Transportation Project Development Guide.
- That the City will allow inspection of all work and project related records by the personnel or agents of the State and FHWA.
- Except for any suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts or omissions or misconduct of Department employees, the City agrees that it will protect, indemnify, and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), and losses to them from any cause whatever from the project, and including any suits, claims, actions, losses, costs or damages of any kind, including the State and Department's legal expenses, made against the State or Department by anyone arising out of, in connection with, or incidental to the project and its construction or use.
- That the City will retain project related records and documents for a period of three years after the closing of said project.

12. That the City will be responsible for \$12,971.77, and Federal participation will be \$83,688.23 of the estimated total project cost of \$96,660.00. The City will be responsible for 100% of the project costs exceeding the proposed \$96,660.00 required to complete the work described above.
13. That the City may submit a claim once a month detailing items and quantities of acceptable work completed that period to the CTEP Engineering Coordinator for 100% of the project development and/or construction costs incurred. The request will be accompanied by documentation substantiating the amount requested and identifying the applicable federal share.
14. That this agreement shall become effective upon execution by the State and City. It may be modified only by written mutual agreement of both the City and the State.
15. That the City will service, maintain, and pay the cost of operating the community transportation enhancement project described in this agreement.
16. During the performance of this Agreement, the City, for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The City shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations, Part 26, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement.
- (2) Nondiscrimination: The City, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 26.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the City for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The City will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as

it or the FHWA determines appropriate, including, but not limited to,

- (a) Withholding payments to the City under the Agreement until the City complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The City will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The City will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the City is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the City may request the State to enter into the litigation to protect the interests of the State, and, in addition, the City or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the City agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The City will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The City will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The City will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the City. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the City of Great Falls."**

IN WITNESS WHEREOF, the Director of Transportation or his authorized representative has hereunto subscribed his name on behalf of the State of Montana and the City Manager of the City of Great Falls, on behalf of the Great Falls City Commission, has subscribed his name and affixed hereto the seal of said City.

DATED this _____ day of _____, 2003

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

David A. Galt
Director of Transportation

BY _____
Joel M. Marshik, P. E.
Chief Engineer, Engineering Division

(This form approved by MDT Legal Services 13-DEC-1999)

CITY OF GREAT FALLS, MONTANA

ATTEST

CITY MANAGER

Peggy J. Bourne, City Clerk

John W. Lawton, City Manager

I, _____, Great Falls City Clerk, do hereby certify that the above-mentioned agreement was regularly adopted by the Great Falls City Commission at a meeting thereof held on the _____ day of _____, 2003, and that the Great Falls City Commission authorized the City Manager to sign this agreement on behalf of said City.

[OFFICIAL SEAL]

Peggy J. Bourne, City Clerk

MSD:STPE 5299(35).psag