



Request for Commission Action

- Please fill out each field on this form completely. Incomplete requests will not be accepted.
- Please obtain all signatures except Clerk & Recorder before submitting.
- Please ensure your request is appropriately reviewed before submitting to the Commissioners for action.
- Please ensure appropriate staff attends the Commissioners' administrative meeting or provide for other arrangements.
- To the extent possible, please ensure all contracts conform to the approved county contract template.
- If your contract does not conform, in whole or in part, you must submit the contract for legal review. Please specify which contract sections differ from the county contract template in the space provided below. Risk management review is required when insurance stipulations do not conform with the contract template.

Requestor Information

Submitted by/Dept: John Hart/Lisa Moisey
 Atty Off./CAPS
 Date Submitted: 4/6/2016
 Reviewed by/Dept: John Hart/Lisa Moisey
 jhart@missoulacounty.us
 E-mail: lmoisey@missoulacounty.us
 Phone: 258-4737

Legal Review Required?

Yes No

Reviewed By: _____

HR Review Required?

(Independent Contractor Agreements Only)

Yes No

Reviewed By: _____

Risk Management Review Required?

Yes No

Reviewed By: _____

Action Information

Date Required: 4/12/2016
 Action/Motion Requested: Request Approval of the State-County Construction Agreement and Pedestrian/Bike Facilities Maintenance Agmt
 Project/Item: Hwy 200 Pedestrian Maintenance Agreement
 Parties Involved: State of Montana, (Department of Transportation), Missoula county
 Fiscal Impact: n/a
 Budget Action Required? n/a
 Project Location: n/a
 Project Begin: n/a
 Project End: n/a

Internal Use Only

Handled By:	Journal:	Date:

BCC Approved

BCC Notes:

Chair Authorized to Sign

Chair _____
 Commissioner [Signature]
 Commissioner [Signature]
 Action Date 4-12-16

Please describe the action requested in detail:

Request approval of the Construction Agreement and Pedestrian/Bike Facilities Maintenance Agreement for the project along Hwy 200 in Bonner.

**STATE-COUNTY
CONSTRUCTION AGREEMENT AND
PEDESTRIAN/BIKE FACILITIES MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into by and between the State of Montana, acting by and through its Department of Transportation ("State" or "Department"), and Missoula County ("County").

WITNESSETH THAT:

THE PURPOSE OF THIS AGREEMENT IS TO SET FORTH THE RESPONSIBILITIES AND DUTIES OF THE STATE AND THE COUNTY WITH RESPECT TO A FEDERAL AID HIGHWAY AND ADJACENT PEDESTRIAN/BIKE FACILITIES PROJECT WITHIN THE LIMITS OF MISSOULA COUNTY, MONTANA.

WHEREAS, the State proposes to construct and/or reconstruct a certain highway/County streets and adjacent pedestrian/bike facilities (sidewalks and multi-use paths) in and through the County, the construction being known as Federal Aid Project No. **NH 24-1(69)0**, also known as **MT 200 and Old Highway 10-Bonner**, and

WHEREAS, the Project scope will include construction over and upon County streets, including **First Street and Anaconda Street**, as well as new sidewalks and multi-use paths in the vicinity of the streets being reconstructed under this Project (details and project limits are shown in "Appendix B"), and

WHEREAS, MDT owns and operates the MT 200 corridor in Missoula County, and

WHEREAS, the State desires to receive Federal funds for this Project, and

WHEREAS, in accordance with the State's agreement with the Federal Highway Administration (FHWA) of the U. S. Department of Transportation, the State must ensure that certain requirements are met in order for the State to fulfill its obligations to the FHWA and for the project to be eligible for Federal funds. Accordingly, the State includes Federal requirements, which are among those hereinafter set forth, for this Project, and the County agrees to them, and

WHEREAS, this document must be duly executed and on record with the State and FHWA before the work contemplated can be awarded to contract, and

WHEREAS, the County hereby concurs in the designation of MT 200, which was designated under Section 60-2-110, MCA, and

WHEREAS, the County desires to have the construction done, the County deeming it to be a valuable and beneficial consideration.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. AT STATE EXPENSE, THE STATE AGREES TO DESIGN THE PROJECT, LET IT TO CONTRACT AND ADMINISTER THE CONTRACT FOR CONSTRUCTION AND WILL PERFORM ALL THE REMAINING FUNCTIONS AND DUTIES AND RESPONSIBILITIES SET FORTH HEREIN IN EXCHANGE FOR WHICH THE COUNTY AGREES THAT UPON COMPLETION OF THE PROJECT, DEEMING THE CONSTRUCTION A GOOD AND

VALUABLE CONSIDERATION, IT WILL PERFORM ALL OF THE FUNCTIONS AND DUTIES AND RESPONSIBILITIES SET FORTH IN THIS AGREEMENT. THE DUTIES AND RESPONSIBILITIES OF EACH PARTY TO THIS AGREEMENT ARE LIMITED TO THE PROJECT AREA SHOWN IN "APPENDIX B".

(A) The County agrees to conform in all regards to Chapter 8 of Title 61, MCA, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Chapter 8 of Title 61, MCA. In addition to the specific signs, signals and traffic control devices which may be shown on the plans or set forth in Chapter 8, Title 61, MCA, further restrictions as to parking, stopping and speed limits are set forth in the attached drawing labeled "Exhibit A," which is part of this Agreement.

(B) Sidewalk Maintenance

This Project includes the construction of new pedestrian/bike facilities, including concrete sidewalks (highlighted in yellow) and paved multi-use paths (highlighted in green) as shown in Appendix B.

(1) Upon completion of and in consideration for the project, and at no additional cost to the State, the County agrees to assume full responsibility for and control of maintenance of the sidewalks bordering the project, except that the State is responsible for the maintenance of sidewalks and pedestrian/bike facilities on bridges, overpasses and related facilities. Specifically, the County will maintain or cause to be maintained the sidewalks adjacent to both sides of **Highway 200 (N-24)** from **Station 216+00** to **Station 223+03.52** on NH 24-1(70)10. The County may, in its discretion, enforce state laws and its local ordinances, if any, to recover all costs associated with its sidewalk maintenance activities from persons or entities who own property adjacent to the sidewalks and/or who receive the benefit of the maintenance performed.

(a) For purposes of this agreement, "Maintenance " means: removal of and/or surface repair of any obstacles or impediment to the safe and efficient use of the sidewalk by pedestrians, including removal of snow and ice, repair of chipped, fractured, or broken walk or curb from any cause including but not limited to frost, landscaping (tree roots), or permitted encroachments.

(b) The County has the authority and responsibility to issue encroachment permits to private parties to allow for the placement or installation of encroachments on the sidewalk within the right of way according to the terms and conditions established by the County by ordinance or rule subject only to insuring that any permit issued does not in any way interfere with the use of the vehicle travel lanes nor with the safe and efficient use of the sidewalk by pedestrians. As an integral part of the responsibility is the authority and duty to remove any unpermitted encroachment.

(c) The County may by ordinance or resolution establish parking rules and regulations, including installation of metered parking.

(d) The County may by ordinance or regulation impose landscaping and/or sidewalk construction responsibilities on property owners whose

property abuts the state facility provided that any new sidewalk construction completed under the County authority on the highway right of way meets or exceeds the specifications and standards of the State including compliance with any state or federal handicapped access laws and regulations.

(e) For purposes of this agreement, "Maintenance" does not mean repair or replacement of any sidewalk segment six feet or more in continuous length which cannot be repaired without complete removal and replacement of the existing walk and subsurface base. Upon notice that a segment of sidewalk must be replaced, the State will take whatever steps necessary to complete the replacement within 120 days, (weather permitting), subject only to the temporary fix referred to in: l(2) below.

(f) In the event of a disagreement as to whether a sidewalk segment can be repaired or must be replaced, the parties agree that the issue will be resolved by agreement by the Missoula County Public Works Director or their designee and the Department of Transportation Maintenance Administrator or their designee. If necessary the Director of the Department of Transportation and the Missoula County Commission Chair may be asked to resolve the issue.

(2) The parties agree that they have a joint and mutual interest to build and maintain the sidewalks in a safe manner. To that end there is a joint responsibility to inspect the sidewalks on a periodic basis, at least annually to discover any potential sections that require repair or replacement. Regardless of who identifies an area of potential harm, they shall immediately notify the other party to the agreement and shall jointly take whatever steps necessary to warn the users of the walk until such time as repair or replacement can be completed. In the event replacement is deemed necessary, temporary repairs may be performed until such time as reconstruction can be programmed and completed. In the event replacement or reconstruction is required, the State shall use any eligible state or federal funding to perform the work and upon completion notify the County after which the County once again is responsible for future maintenance.

(3) County agrees that the maintenance responsibility is in effect until the sidewalks are reconstructed as provided in paragraph (e), unless otherwise agreed to by the parties.

(4) If at any time, the County believes that the useful life of any of these sidewalks has come to an end - i.e., that complete reconstruction of these sidewalks is the most reasonable economic alternative - it shall promptly notify the State in writing of its determination and the engineering basis therefor. Upon receipt of the written notice, the State shall respond in writing within thirty (30) calendar days to the County's determination that complete reconstruction is the most reasonable economic alternative for continued maintenance or repair of a sidewalk. If, after notification, the State agrees that reconstruction of all of the sidewalk is the most reasonable economic alternative, the County's duty to maintain the sidewalk shall terminate. If, after notification, the State disagrees that reconstruction is the most reasonable economic

alternative, the State may, within an additional thirty (30) calendar days, obtain another opinion from an independent engineer at State expense. If that engineer determines that reconstruction is the most reasonable economic alternative, the County's duty to maintain the sidewalks shall terminate until the reconstruction is completed or as otherwise agreed to by the parties. In the event of a disagreement as to whether complete reconstruction is the most reasonable economic alternative for continued maintenance or repair of a sidewalk the parties agree that the issue will be resolved by agreement by the Missoula County Public Works Director or their designee and the Department of Transportation Maintenance Administrator or their designee. If necessary, the Director of the Department of Transportation and the Missoula County Commission Chair may be asked to resolve the issue.

(5) If, during its inspections, the County encounters a condition on the sidewalk that it believes is caused by a design or construction defect or by the negligent act or omission of a State agent or employee, the County will immediately notify the State of the existence and location of the defect and provide the State with a detailed explanation of the engineering basis for its belief that the condition is caused by a design or construction defect or the negligent act or omission of a State agent or employee.

(6) This section does not supersede, discharge, or extinguish any prior agreement between the parties, nor will any future agreement between the parties supersede, discharge, or extinguish this agreement, unless by specific reference and in clear terms.

(C) Multi-Use Path Maintenance

Upon completion of and in consideration for the Project, and at no additional cost to the State, the County agrees to assume full responsibility for and control of winter maintenance of the multi-use paths as shown in Appendix B. The County may adopt a policy for maintaining multi-use paths that is consistent with this Agreement and will maintain the multi-use path in accordance with that policy.

The duties of the State and the County concerning the multi-use path will be as follows:

(1) Duties of the County:

(a) Snow Removal. The County shall be responsible for plowing snow from the multi-use path.

(b) Equipment Weight. The County shall not use equipment on the multi-use path heavier than 12,000 pounds except in cases of emergency.

(c) Other Groups. With MDT approval, which shall not be unreasonably withheld, the County may allow community service clubs, school groups, businesses and private individuals to "adopt" a section of the multi-use path for maintenance purposes. However, the County shall continue to be responsible for its duties under this Agreement. MDT shall have no responsibility for, liability for, or oversight over any said groups performing maintenance on behalf of the County.

(d) Signage. The County may request that MDT install permanent or temporary signs on the multi-use path. The County may install temporary signs in cases of emergency, and remove such signs as soon as practicable.

(e) Closure. Upon request to and approval by MDT, the County may close or limit use of the multi-use path if the County reasonably believes necessary for safety or other reasons.

(2) Duties of the State:

Except for those duties expressly assigned by this Agreement to the County, the State shall be responsible for performing all other maintenance as required on the multi-use path including, but not limited to the following: all repairs, maintenance and reconstruction related to the sidewalk and multi-use path surfaces and underlying structures, including without limitation, grading, drainage, asphalt and concrete preservation and rehabilitation, sweeping of dirt and gravel, and culverts. MDT may, in its sole discretion, close or limit use of the multi-use path.

II. General Provisions

(A) Indemnification.

The State agrees to protect, indemnify, defend and save harmless the County against and from all claims, liabilities, demands, causes of action, judgments, and losses (including costs and attorney's fees incurred by the County in the defense thereof) to them arising in favor of or asserted by any person or entity on account of personal injury, death or damage to property arising solely out of, or in connection with, a defect in the State's design or construction of the project (including, but not limited to, a defect in the State's construction or design of the sidewalks and multi-use path bordering the project as described above) or from the negligent or intentional act of Department employees that in any way interfere with or damage the maintenance work of the County.

The County agrees to protect, indemnify, defend and save harmless the State and Department of Transportation against and from all claims, liabilities, demands, causes of action, judgments, and losses (including costs and attorney's fees incurred by the State in the defense thereof) to them arising in favor of or asserted by any person or entity (including, but not limited to, the County) on account of personal injury, death or damage to property arising, in whole or in part, out of, or in connection with, the maintenance of the subject sidewalks or multi-use path.

(B) Dispute Resolution. Disputes relating to the Agreement shall be submitted to mediation and decided by a three-person committee consisting of one member selected by the County, one member selected by the State, and a third person selected by agreement of the first two members. Disputes may not be litigated in a court of law until the committee has ruled on a dispute.

(C) Termination. This Agreement may be terminated by mutual agreement or by either party upon the other party's breach of a material term of this Agreement, provided the breaching party is given at least 90 days written notice and opportunity to cure the breach.

(D) Waiver and Severability. The failure to insist upon strict performance of any of the provisions contained herein shall not be deemed a waiver of any rights or remedies hereunder, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of this Agreement. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding upon the parties hereto.

(E) Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes, discharges, or extinguishes any prior statements, promises, inducements, or agreements made between the parties. Subject to the foregoing, this Agreement may be changed with additions and/or deletions upon mutual written consent of the parties.

III. DURING THE PERFORMANCE OF THIS AGREEMENT, THE COUNTY, FOR ITSELF, ITS ASSIGNEES AND SUCCESSORS IN INTEREST, AGREE TO COMPLY WITH THE NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE AS FOLLOWS:

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 ("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 Agreement, the County agrees as follows:

(1) Compliance with Regulations: The County (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 Agreement.

(2) Non-discrimination:

- a. The County, with regard to the work performed by it during the Agreement, 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 Agreement.

- b. The County will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that the County does not discriminate on the grounds of any protected classes.
 - ii. Statement that the County 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 the County'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, the County 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 the County does not discriminate on the grounds of any protected class by the persons performing under the Agreement.

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

- a. If the County receives federal financial assistance as part of this Agreement, the County 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 www.mdt.mt.gov/business/contracting/civil/dbe.shtml.
- b. By signing this Agreement the County assures that:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of any protected class in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as deemed appropriate.

- c. The County must include the above assurance in each contract/agreement the County enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:

In all solicitations, either by competitive bidding, or negotiation, made by the County 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 County of the County's obligation under this Agreement and all acts and regulations of the United States and the State of Montana related to non-discrimination.

(5) Information and Reports: The County 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 County 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 the County's noncompliance with the non-discrimination provisions of this 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 County under the Agreement until the County complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this Agreement, the County, 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;
- 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;
- 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);
- 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, 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 (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 US DOT regulations at 49 CFR parts 37 and 38);
- 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 (prohibits 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 (prohibits discrimination because of sex in education programs or activities) (20 U.S.C. § 1681 *et seq.*); and
- 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

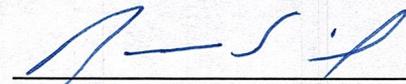
- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

Incorporation of Provisions: The County will include the provisions of paragraph (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the acts, regulations and/or directives issued pursuant thereto. The County will take action with respect to any subcontract or procurement as the State or the relevant US DOT administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the County becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the County may request the State to enter into any litigation to protect the interests of the State. In addition, the County may request the US DOT to enter into the litigation to protect the interests of the United States.

THE PARTIES UNDERSTAND AND AGREE THAT THE FAILURE OF EITHER PARTY TO PERFORM THE DUTIES AND RESPONSIBILITIES SET FORTH IN THIS AGREEMENT MAY BE DEEMED A MATERIAL BREACH OF THE CONTRACT FOR WHICH ANY AVAILABLE REMEDY PROVIDED BY LAW MAY BE ASSERTED IN THE DISTRICT COURT. IN ANY LEGAL PROCEEDING TO ENFORCE ANY PROVISION OF THIS AGREEMENT OR FOR BREACH OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND ATTORNEY'S FEES.

IN WITNESS WHEREOF, the State's authorized representative has signed on behalf of the State of Montana, and the Chairperson of the Board of County Commissioners, on behalf of Missoula County, has signed and affixed hereto the seal of Missoula County.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By 
 Administrator - Engineering Division

Date 4/25/16, 2016

By 
 Approved for Legal Content

Date 4/24/16, 2016

BOARD OF MISSOULA COUNTY COMMISSIONERS

By 
Commission Chair

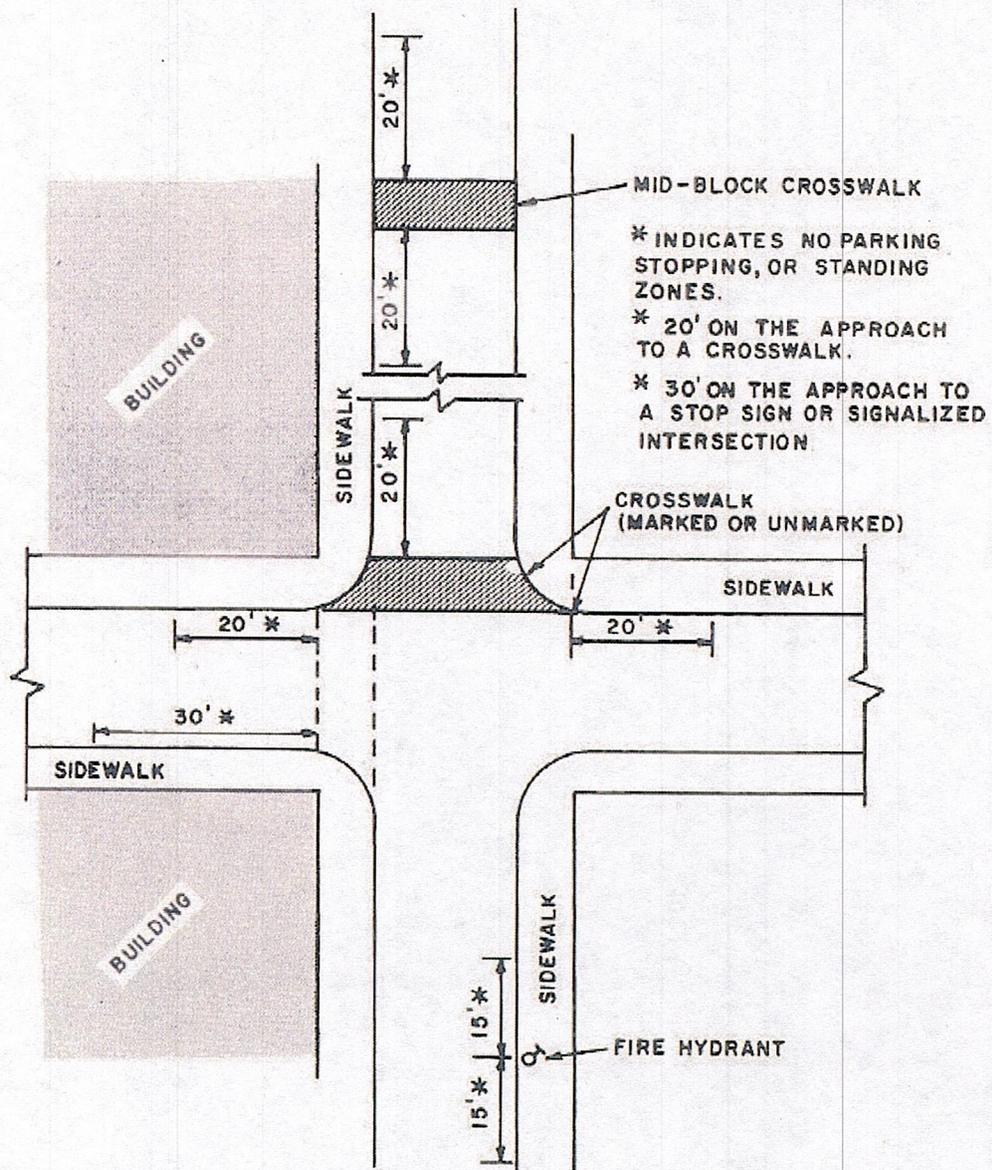
Date 4-12, 2016

ATTEST:
By 
County Clerk & Recorder

Date 4/13, 2016



"EXHIBIT A"



NO PARKING ZONES
As Defined by
MONTANA VEHICLE CODE
Prepared by Department of Transportation

**BONNER STREETCAR TRAIL PROJECT
MISSOULA COUNTY**



1/5/2017

Preliminary Construction Cost Estimate

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
General Conditions					
101	Mobilization - Demobilization	1	LS	\$85,000	\$85,000
102	Taxes, Bonds, and Insurance	1	LS	\$51,000	\$51,000
103	General Requirements	1	LS	\$43,000	\$43,000
104	Construction Traffic Control	1	LS	\$123,000	\$123,000
105	Clearing and Grubbing	1	LS	\$5,000	\$5,000
106	Erosion Control	1	LS	\$25,000	\$25,000
Speedway Road Improvements					
201	Bicycle Lane Markings	4	EA	\$129	\$514
202	Signage	2	EA	\$400	\$800
Multi-Use Trail					
301	3" Thick Asphalt Concrete Pavement, Type B	1,308	TON	\$115	\$150,368
302	3/4" Minus Crushed Base Course	1614	CY	\$50	\$80,713
303	Excavation	1,190	CY	\$20	\$23,800
304	Embankment	762	CY	\$20	\$15,241
305	Metal Guard Rail Removal	900	LF	\$3.00	\$2,700
306	Removal of Concrete Barriers	1000	LF	\$8.00	\$8,000
307	Metal Guard Rail Replacement - 9' long metal posts	3500	LF	\$45	\$157,500
308	Guard Rail Terminal Sections	4	EA	\$3,000	\$12,000
309	42" Safety Railing	1100	LF	\$125	\$137,500
310	Flexible Delineators	10	EA	\$120	\$1,200
311	Pedestrian Signs	16	EA	\$400	\$6,400
312	ADA Ramps and Detection Strips	8	EA	\$950	\$7,600
313	Site Restoration	1	LS	\$25,000	\$25,000
314	Utility Relocation	1	LS	\$30,000	\$30,000
Highway Lane Shift					
401	Seal Coat and Chip Seal	3,422	SY	\$2.50	\$8,556
402	Re-Striping	1,100	LF	\$1.50	\$1,650
403	Metal Guard Rail Removal	100	LF	\$3.00	\$300
404	Metal Guard Rail Replacement - 9' long metal posts	100	LF	\$45	\$4,500
405	Shoulder Pavement	90	TON	\$115	\$10,350
406	Shoulder Base Course - 3/4" minus	90	CY	\$50	\$4,500
Construction Cost Subtotal					\$1,021,192
Miscellaneous					
501	Construction Contingency ¹ (25%)				\$255,300
502	Engineering, Construction Oversight, Grant Administration				\$149,800
503	MDT Indirect Costs (10.97%)				\$156,500
504	Easement Acquisition				\$10,000
TOTAL PROBABLE CONSTRUCTION COST					\$1,593,000