



Missoula Urban Transportation District (MUTD)

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REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGER AT RISK

RFP 24-04

April 17, 2024

Advertised: April 17, 2024, and May 1, 2024

TABLE OF CONTENTS

SECTION 1: SOLICITATION NOTICE	3
SECTION 2: SCOPE OF WORK	9
SECTION 3: SUBMITTAL REQUIREMENTS.....	23
SECTION 4: EVALUATION PROCESS AND AWARD	29
EXHIBIT A: Site Information.....	31
EXHIBIT B: Required Forms and Certifications.....	32

SECTION 1: SOLICITATION NOTICE

1.1 Notice

Notice is hereby given that Missoula Urban Transportation District (MUTD) has released Request for Proposals RFP 24-04 for a Construction Manager at Risk (CMAR) for the construction of the new operations, administration, and maintenance facility (the "Project") as more fully described herein. Proposals are due at as specified under 1.4 Schedule.

Throughout this RFP the following terms apply:

- "Offeror," "Bidder," and "Proposer" are used interchangeably and mean vendors responding to this procurement.
- "MUTD" or "Owner" or "the District" or "the Recipient" means the Missoula Urban Transportation District or its agent.

1.2 Communications with MUTD

Upon release of this solicitation document, all communications concerning this procurement must be directed to:

Frank Kuhl
Procurement and Contracts Specialist
Missoula Urban Transportation District
1221 Shakespeare St, Missoula, MT 59802
fkuhl@mountainline.com
406-543-8386

OR

Colin Woodrow
Director of Capital Projects, Planning, and Technology
Missoula Urban Transportation District
1221 Shakespeare St, Missoula, MT
59802 cwoodrow@mountainline.com
406-544-6688

Unless authorized by the General Manager in writing, no other MUTD official or employee is empowered to speak for MUTD with respect to this Request for Proposals (RFP).

1.3 Submission of Proposals

Proposals shall be prepared as described in Section 3 of this RFP.

Submissions shall be sent via email in PDF format to Frank Kuhl, Procurement and Contracts Specialist, at fkuhl@mountainline.com.

1.4 Schedule

RFP Issued:	April 16, 2024
Pre-Bid Meeting:	May 7, 2024, at 9:30AM MDT
Deadline for Questions:	May 10, 2024, at 5:00 PM MDT
Proposals Due:	May 28, 2024, at 5:00 PM MDT
Interviews:	Week of June 17, 2024
Board Approval:	July 25, 2024
Notice to Proceed:	August 5, 2024

1.5 Nonresponsive Submittals

MUTD reserves the right to reject as non-responsive any submittal that is incomplete, obscure or irregular, or from Offerors who have previously failed to perform properly, or to complete on time, contracts of any nature. MUTD reserves the right to reject any or all submittals, based on its discretion alone.

1.6 Late Submittals, Modifications of Submittals, and Withdrawals of Submittals

A modification of a submittal already received will be considered only if the proposed modification is received prior to the established deadline. Any submittal or modification received at the office designated in the solicitation after the exact time specified for receipt will be considered non-responsive and will be returned to the Offeror not opened.

The time of receipt at MUTD is the time-date stamped on the submittal email.

Submittals may be officially withdrawn from consideration only by a written request to MUTD's point of contact as identified in Section 1.3 prior to the response deadline.

No Offeror may withdraw its submittal after the time announced for submitting or before the award and execution of the contract, unless the award is delayed for a period exceeding ninety (90) days.

1.7 Pre-Contractual Expenses

MUTD will not be responsible for any expenses incurred in preparing, submitting, or negotiating this proposal, and such costs should not be included in the proposal.

1.8 Pre-Bid Meeting

MUTD staff will be available to answer questions during a pre-bid meeting on **as specified in 1.4 Schedule**. The meeting will convene in the Large Conference Room at MUTD headquarters, 1221 Shakespeare St. Additionally, remote participation via Microsoft Teams is available: Meeting ID: 287 718 963 383. Passcode: C6tMfw. Participation in this meeting is optional.

1.9 Acknowledgement of Addenda

Please send an email to fkuhl@mountainline.com to state your interest in submitting a proposal and to receiving any issued Addenda.

While MUTD will make efforts to provide addenda to all interested parties, it is the Offeror's responsibility to ensure that they have received and understand any and all addenda issued.

A completed Addendum Acknowledgement form (Exhibit B-1) shall be included with all proposals.

1.10 Protest Procedures

a. *Grounds for Protest*

A protest with the District may be filed by any interested party on the grounds that:

- The District has failed to comply with its procurement procedures;
- The District has failed to comply with the terms of the solicitation in question, including the failure to adhere to the evaluation criteria set forth in the solicitation, if applicable;
- The District has issued restrictive or discriminatory specifications; or,
- Award is made to other than the best value responsive and responsible bidder on formally advertised (IFB) procurements.

b. *Protest Contents*

Written protests should be concise, logical, and clearly state the grounds for the protest. They must include the following information:

- Name, address, and telephone number of protestor.
- Identification of the solicitation or contract number.
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents.
- A statement as to what relief is requested.
- All protest documents received by the General Manager shall be stamped with date and time received and logged into a file folder with a copy to the Master File.

c. *Pre-Bid and Pre-Award Protests*

Protests addressing the solicitation process or the solicitation documents, including the specifications, must be received by the General Manager within seven (7) calendar days prior to the decision to award a contract. Thereafter, any protest based on such grounds will not be considered.

d. *Post-Award Protests*

Protests addressing the approval or award, including the evaluation of bids or proposals, must be received by the General Manager within five (5) days after the decision to award a contract. Thereafter, any protest based on such grounds will not be considered. MUTD will notify all unsuccessful bidders or proposers of its intent to award a contract at the same time it notifies the successful bidder or proposer.

e. *Protest Response*

The District will notify the protestor within three (3) days of receipt that the protest is being considered.

Upon receipt of a timely protest regarding the solicitation process, the District will postpone the opening of bids until the protest is resolved. The filing of the protest will not, however, change the date on which bids are due, unless otherwise noticed by the District.

Upon receipt of a timely protest regarding the evaluation or award, the District will suspend contract approval or other pending action until the protest is resolved, unless the General Manager determines in writing that:

- The items to be procured are urgently required; or
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make prompt award will otherwise cause undue harm to the District or the federal government.

f. *Protest Decision*

The decision of the General Manager shall be issued in writing within fourteen (14) days of receipt of the protest, and shall be the final binding agency action. If the protest is upheld, the District will take appropriate action to correct the procurement process, such as a re-solicitation, revised evaluation, or termination of contract. If the protest is denied, MUTD will proceed with its procurement process.

The Federal Transit Administration (FTA) will only entertain a protest that alleges the District failed to follow its protest procedures and such a protest must be filed in accordance with FTA Circular 4220.1F.

Direct appeals to the FTA of an MUTD protest decision are no longer applicable as outlined in Section (1)(b)(2)(a) of Chapter VII of FTA Circular 4220.1F. FTA's role is limited to considering matters that are primarily a federal concern, and it will not substitute its judgment for that of MUTD unless the matter is primarily a federal concern.

1.11 Disadvantaged Business Enterprise Participation

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The requirements of this contract are to encourage DBE participation and to report race neutral accomplishments semi-annually. No preference will be included in the submission evaluation, no minimum level of DBE participation shall be required as condition for receiving an award and submissions will not be rejected or considered non-responsive on that basis.

1.12 Public Disclosure of Information

All the information contained in the submittal is subject to the State of Montana public disclosure laws. If an Offeror feels that any information is confidential or proprietary in nature, the Offeror must submit all such information in a separate sealed envelope prominently marked with the Offeror's name and "Exempt from Public Disclosure." MUTD shall not release or divulge such information to third parties without the consent of the Offeror unless required to do so by applicable law or order of a court of competent jurisdiction.

MUTD assumes no responsibility or liability for any losses or damages which may result from the information contained in the submittal. Furthermore, it will be the responsibility of the Offeror to protect the confidentiality of any information submitted in the submittal, and the Offeror will assume all liability and responsibility for any information declared confidential and shall defend and hold MUTD harmless for any cost, penalties, and/or fees (including attorney fees) incurred in any action regarding the disclosure of said information.

1.13 Federal Clauses and Requirements

MUTD receives funding from the FTA to assist with transit operations and capital expenses. As such, third party contracts involving the use of federal funds are subject to applicable federal requirements. A full listing of these requirements can be found at <http://www.mountainline.com/wp-content/uploads/2017/07/MUTD-Federal-Clauses-and-Certifications Master July-2017.pdf>

1.14 Registration and Licensing

Contractor and any of the contractor's subcontractors doing work on this project will be required to obtain registration with the Montana Department of Labor and Industry (DLI) except as listed in MCA 39-9-211. Contractor is required to have registered with the DLI prior to bidding on this project. Successful contractors and subcontractors are required to comply with City of Missoula business licensing requirements.

1.15 Bonding

a. *Bid Bond*

- i. A bid guarantee for the amount of five percent (5%) of the bid price will accompany the bid. The bid guarantee will be in the form of a bid bond, cash, or certified check.

b. *Payment & Performance Bonds*

- i. Prior to the Notice to Proceed, the successful bidder will submit a payment bond in the amount of fifty percent (50%) of the bid price and a performance bond in the amount of one hundred percent (100%) of the bid price.

1.16 Insurance

- a. *General Requirements.* Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. The selected firm shall maintain the following insurance for the term of the contract:
 1. *Primary Insurance.* Contractor's insurance coverage shall be primary insurance with respect to MUTD, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by MUTD, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 2. *Specific Requirements for Commercial General Liability.* Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. MUTD, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.
 3. *Specific Requirements for Automobile Liability.* Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR State of Montana Procurement Manual Appendix 43, pg. 3 Statement of Work Task Order (Sample) combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.
 4. MUTD, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.
 5. *Specific Requirements for Professional Liability.* Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

- c. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by MUTD. At the request of MUTD either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MUTD, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- d. *Certificate of Insurance/Endorsements.* A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must have been received by State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies. Contractor must notify MUTD immediately of any material change in insurance coverage, such as changes in limits, coverages, and changes in policy status. MUTD reserves the right to require complete copies of insurance policies at all times.
- e. The selected firm is responsible for the payment of any deductible or self-insured retention that is required by any of the firm's insurance carriers. If the District is required to contribute to the deductible under any of the firm's insurance policies, the firm shall reimburse the District the full amount of the deductible.
- f. It is the intent of this Contract for the Contractor's insurance to be considered primary in the event of a loss, damage, or suit. The District's own insurance will be considered excess coverage in respect to the District. Additionally, the Contractor's commercial general liability policy must provide crossliability coverage as would be achieved under a standard Insurance Services Organization (ISO) separation of insureds clause.

1.15 Prevailing Wage Rates

- a. Contractor shall comply with all applicable provisions of the Davis Bacon and Related Acts, the Fair Labor Standards Act, the Montana Prevailing Wage Law and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the District free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.
- b. Contractor shall submit a weekly statement with respect to the wages paid each employee during the preceding week, accompanied by a signed statement indicating the payrolls are correct and complete and that each laborer or mechanic has not been paid less than the proper prevailing wage rate, which for the purposes of this Contract is the greater of the rates prescribed by the Davis Bacon act and the Montana Prevailing Wage Law. Department of Labor form WH-347 may be used for this purpose.
- c. *Subcontractor Billing:* The Contractor shall audit and review all invoicing and billing of subcontractor and assure The District that all proper personnel and rates are applied in strict conformance with the Contract.

1.16 Contract Type

The contract that may result from this RFP shall be a firm fixed price type contract.

1.17 Payment

Payment shall be made by the District within thirty (30) days of receipt of a correct invoice from the Contractor. The District will accept invoices for work completed or expenses incurred during mobilization for construction, not to exceed 50% of total contract cost prior to final acceptance. Incorrect invoices are subject to rejection or correction by the District.

SECTION 2: SCOPE OF WORK

2.1. General

MUTD is soliciting proposals from interested firms/contractors for Construction Manager at Risk services, where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price. The Construction Manager at Risk (CMAR) will team with MUTD's Project Manager and Architect/Engineer (Wendel Architects) to successfully design and construct the proposed new Missoula Urban Transportation District Operations and Maintenance Facility, to be located at West Broadway/Whippoorwill Dr. Missoula, Montana.

2.2. Background

MUTD is Missoula's community transit service and is governed by a seven-member board of directors. MUTD is the direct recipient of FTA funding for Missoula Montana. MUTD's service area population does not exceed 100,000 people. The agency provides hourly fixed-route service, seven days per week, on twelve routes as well as paratransit ADA services. MUTD's fleet consists of thirty (30) vehicles housed in a gated, fenced yard at the current operations facility. Bus storage yard has been expanded once and cannot be expanded any more.

2.3. Project Description

MUTD is undertaking the design and construction of a new Maintenance Operations and Administrative Building (MOAB) located at West Broadway/Whippoorwill Drive in Missoula, Montana. The project is proposed to be constructed on a 10 to 20-acre parcel that will allow for substantial growth of the MUTD fleet and facility needs for the foreseeable future. The tract MUTD is currently considering is 18.5 acres.

The MOAB will include administrative, operations, and maintenance functions that will replace the existing facility which has proven to be too small as MUTD grows.

The new facility will include the following spaces as generally allocated with the plan:

- Administrative – 3,000 SF
- Operations – 7,000 SF
- Maintenance – 15,000 SF
- Service – 4,000 SF
- Bus Storage – 30,000 SF

The total facility will be approximately 60,000 SF. These quantities are estimates only and will change throughout the design process.

In addition to the building, the project will be designed ultimately for approximately eighty-four (84) bus parking spaces with approximately thirty (30) being built in this initial phase. Employee and visitor parking will equal approximately 206 spaces with 127 spaces initially built. Parking for the buses,

including all circulation space, is anticipated to be concrete while employee parking will be typical asphalt.

The project includes grading of the site, possible borrow or fill material, facilities, and all equipment needed for both conditioning of the space and mission specific to transit operations and maintenance. MUTD currently has a mixed fleet of diesel and battery electric buses. The project will be designed for one hundred percent (100%) battery electric buses with appropriate backup generation in the event of an incident where power may be lost for an extended period of time.

THIS PROJECT IS BEING FUNDED BY THE FEDERAL TRANSIT ADMINISTRATION (49 CFR 5339) AND MOUNTAIN LINE RESERVE FUNDS. TIFIA FUNDING MAY BE UTILIZED.

2.4. Project Schedule (Subject to Change)

Project Schedule

Concept Design:	March 2024 – July 2024
Schematic Design:	July 2024 – October 2024
Design Development:	October 2024 – January 2025
Final Construction Documents:	February 2025 – July 2025
Guaranteed Maximum Price:	August 2025
Construction Start:	October 2025
Project Completion:	September 2027

CMAR Services

Pre-Construction Services	August 2024 – July 2025
Prepare and Negotiate GMP	Likely prior to 100% construction documents
Award GMP	August 2025
Construction Services	October 2025 – September 2027
Occupancy	November 2027
Warranty Period Services	1 year following occupancy

Preliminary Building Floor Plan – See Exhibit A

2.5. Overview

The scope of services below is meant to provide the proposing CMAR firms with an outline of the minimum services required for this project.

The CMAR's work is to be authorized in two phases. The first phase will be for Pre-Construction Services, only. With satisfactory performance MUTD may authorize the second phase for Construction Services.

Pre-Construction Services shall be provided by the CMAR starting with Schematic Design and continuing through Construction Document design phases, MUTD plan approval, bidding, and development of a Guaranteed Maximum Price. CMAR services shall be provided in a timely, thorough, and efficient manner to enable the Pre-Construction Services of the Project to proceed in accordance with key milestones identified in the Agreement for Construction.

The Project Architect of Record, Wendel, is responsible for the overall design of the Work as defined in the General Conditions of the Construction Contract. The Architect/Engineer will lead the design process from concept through permitting and will continue to coordinate design implementation in the construction and change process during Construction Administration Services.

Upon selection, the CMAR will meet with MUTD, MUTD's Project Manager, and the Architect/Engineer to fully understand the Program, scope, design documents and all other pertinent aspects of the project.

The CMAR shall conduct all pre-construction meetings. The CMAR shall prepare and distribute the meeting agenda at least three business days prior to the meeting. Within three (3) business days following the meeting, the CMAR shall prepare and distribute meeting minutes to all attendees.

The CMAR shall conduct weekly (or more frequently when deemed appropriate by the Owner, Architect, and/or Project Manager) Progress Meetings with all trade's contractors. The meeting agenda shall include, but not necessarily be limited to: construction progress relative to the approved construction schedule, upcoming construction activities, the status of pertinent submittals, RFIs and Change Proposals and the results of construction safety and quality inspections performed by the CMAR, MUTD, the Architect/Engineer, and MUTD's Project Manager. The progress meetings shall be open to the Architect/Engineer, MUTD, and MUTD's Project Manager attendance. Within three (3) business days following each meeting, the CMAR shall prepare and distribute meeting minutes to the attendees, the Architect/Engineer, and MUTD's Project Manager.

The CMAR shall also conduct biweekly MUTD Meetings (MUTD/Architect/Contractor Meeting "OAC"), one of which will include the review of the CMAR's Monthly Pay Applications. Meeting attendees shall include appropriate representation from MUTD's Project Manager, the Architect/Engineer, CMAR, and trades contractors. Meeting agenda items shall include, but not necessarily be limited to: construction progress relative to the approved construction schedule, upcoming construction activities and pre-installation meetings, the status of pertinent Submittals, RFIs and Change Proposals and the results of construction safety and quality inspections by the CMAR, the Architect/Engineer, MUTD, and MUTD's Project Manager. Within three (3) business days following each MUTD meeting, the CMAR shall prepare and distribute meeting minutes to all attendees.

The CMAR shall conduct Pre-Installation Meetings prior to commencing construction activities that involve multiple trade contractors and/or involve the installation of building systems (roof, stone veneer, fire alarm, etc.). Within thirty (30) days after award of the construction contract, the CMAR shall prepare a complete list of all required pre-installation meetings and review with the Architect/Engineer, MUTD, and MUTD's Project Manager. The listing and schedule for upcoming meetings will be reviewed at each progress meeting. The pre-installation meeting shall include representation from the CMAR, applicable trades contractors, MUTD's Project Manager, and when specifically requested, the Architect/Engineer. The agenda for each pre-construction meeting shall include but should not necessarily be limited to: a discussion of the requirements of the contract documents, status of applicable submittals and shop drawings, manufacturer's installation requirements, mock-ups, construction schedule constraints, weather constraints and follow up inspection procedures for quality assurance. Within three (3) business days following each meeting, the CMAR shall prepare and distribute meeting minutes to the attendees, the Architect/Engineer, and designated MUTD's Project Manager.

The CMAR shall attend along with mechanical, electrical, and building automation trades contractors, scheduled MUTD commissioning meetings.

2.6. CMAR Team Description:

In general, the CMAR shall provide project leadership and partner with MUTD, MUTD's Project Manager, and the Architect/Engineer to work collaboratively during the design, construction, and warranty periods to serve the needs of the project.

The CMAR shall provide and maintain an experienced, professional team of individuals tailored to the size and complexity of this project, and who is capable of successfully managing the scope of services defined in this RFP.

The CMAR for this project will be selected, in part, based on the individuals the CMAR has proposed for key roles during the preconstruction and construction phases. Upon selection, the CMAR shall agree to not reassign any of those individuals to other projects without written approval from MUTD. Requests by the CMAR to substitute any key personnel must be received by MUTD in writing and shall include the reason for substitution and background information on the proposed personnel consistent with the requirements set forth in this RFP.

2.7. Phase 1 – Pre-Construction Services – Design Phase

Pre-construction services will be provided throughout the entire design period and at each milestone, the CMAR is expected to review all drawings, plans, reports, calculations and specifications for thoroughness based on the level of design provided. The CMAR is expected to attend all biweekly design meetings after thirty (30%) design and if warranted provide comments and/or suggestions to the plans for consideration by the owner and A&E. Based on the schedule provided for design, the CMAR shall provide a cost estimate of each phase milestone and deliverable including thirty percent, sixty percent and ninety percent (30%, 60% and 90%). At the completion of one hundred percent (100%) working drawings, the CMAR shall provide a firm fixed price (Guaranteed Maximum Price GMP) for all work associated with delivering the project as designed.

a. *Develop Site Logistics Study*

1. Advise MUTD and the Architect/Engineer regarding Project scope and execution, including site staging, logistics, and other site improvements, as well as any other elements of the Project with respect to concept, feasibility, building systems, equipment, constructability, cost, economies, labor, scheduling, and construction.
2. Prepare construction delivery, staging and site utilization plan.
3. Identify critical environmental, grading, and other issues that require management control. Plan for implementation of mitigation actions including unsuitable soils mitigations, site dewatering, cut and fill.
4. Identify and define site and utility construction plan and sequencing.
5. Within thirty (30) days of signing the contract for pre-construction services, the CMAR shall provide an overall Project Schedule that adequately identifies all remaining design and pre-construction phase activities, general construction phase activities and appropriate project close out activities.
6. Work with MUTD's Project Manager to update the Project Management Plan (PMP) (defined in 3.5c) and all subplans including, but not limited to: Quality Assurance/Quality Control (QA/QC) Plan and Safety and Security Management Plan (SSMP).
7. Develop 30% Schematic Design Documents independent cost estimate and schedule.

8. Develop 60% Design Development Documents independent cost estimate and schedule; Reconcile cost differences from Previous Estimate.
9. Develop GMP package to include pricing, assumptions and clarifications, logistics plan, schedule, and other relevant information; reconcile cost differences from Previous Estimate.
10. CMAR shall prepare a Pre-Construction Schedule for approval by MUTD that is consistent with MUTD's Project Manager master schedule, the Architect/Engineer's design schedule, and that includes all activities required for the performance of all Pre-Construction Services of CMAR. CMAR shall maintain and update MUTD approved Pre-Construction Schedule not less than monthly. Pre-Construction Schedule updates shall be consistent with the projected dates for delivery of the various phases of drawings and specifications, and the latest projected dates for MUTD's response times, estimate updates, and key milestones as identified in this document. CMAR's response times shall also be included and must not impair the Architect/Engineer or MUTD's ability to meet schedule milestones as defined by 3.2(A).
11. CMAR shall generate a preliminary Construction Schedule at 30% Schematic Design. As design progresses thereafter, CMAR shall revise and maintain the preliminary Construction Schedule consistent with its developing perspective of the Project, the Construction Budget, and other Project requirements. The CMAR-provided, MUTD-approved Construction Schedule with the information listed in Section 2.3 of the General Conditions of the Construction Contract shall be provided as part of the GMP proposal.
12. Starting with the 30% Schematic Design Phase, institute a quality assurance and quality control program. The QA/QC Plan shall conform to the requirements in the General Conditions and be designed to advance the goal of achieving a quality Project that meets Project Drivers, schedule, and budget. The QA/QC Plan shall be revised as necessary and approved by MUTD prior to the start of each design phase.
13. Construction cost estimates will encompass CMAR's Direct Costs to perform the Work.
14. CMAR shall develop a minimum of four (4) separate itemized estimates of the construction cost at each design phase: Schematic Design, Design Development, and Construction Documents/GMP, with Unit Pricing and Contingencies. These cost estimates are prepared at the conclusion of each design phase, as identified in the Project Schedule. The cost estimates shall be presented in CSI master format, correlated to a building systems format, with separate line items for each trade to be bid, and shall in all respects be in the same format used by the Architect/Engineer and MUTD. The CMAR's format shall be approved by MUTD so that the Architect/Engineer, MUTD and CMAR estimates may be directly compared. Cost estimates shall identify all fees, allowances, contingencies and CMAR's General Condition's costs separately and shall contain all the elements required to be included in the GMP for Construction Services.
15. Analyze proposed building systems comparing initial cost and the operations and maintenance costs of base system to the initial costs and operation and maintenance costs of the alternate systems.
16. The CMAR shall maintain a tracking log for design scope changes as they occur and provide cost impacts related to the most current approved milestone budget.
17. After completion of the CMAR's estimate at each stage, the Architect/Engineer and MUTD cost estimates will be provided to CMAR, to be conducted by an Independent Cost Estimator. The CMAR shall review and reconcile each line item of the respective estimates and provide a detailed analysis of any deviations.

18. CMAR shall collaborate with MUTD and the Architect/Engineer to reconcile discrepancies between CMAR, MUTD and the Architect/Engineer estimates, and shall assist the Architect/Engineer to incorporate alternates approved by MUTD as necessary to maintain the project budget. In the event the Architect/Engineer, MUTD, and CMAR are unable to agree that the work described in any bid package can be built for the budgeted amount, MUTD's determination shall govern for estimating purposes.
19. The CMAR shall prepare a GMP proposal for the Construction Services at a time agreeable between MUTD and CMAR in the same format as construction cost estimates. In the event the GMP proposal for the Project is not within the construction budget or Project Schedule, CMAR shall provide, at no additional cost to MUTD, such further Pre-Construction Services of CMAR as may be necessary to adjust, reduce or re-sequence the scope of the Project as necessary to align the GMP proposal to MUTD's requirements.
20. Review and advise MUTD and the Architect/Engineer regarding constructability concerns, conflicts, overlaps, and omissions in design documents, and other plans, applications, procurement, schedules, budgets, and bidding documents.
21. Advise MUTD, MUTD's Project Manager and the Architect/Engineer regarding the construction feasibility, installation and construction costs of various designs, materials, building systems and equipment.
22. Advise MUTD, MUTD's Project Manager and the Architect/Engineer regarding the availability of various materials and labor, the time requirements for installation and construction of various designs, systems and equipment, including cost of alternative designs or materials, preliminary budgets, and possible economies such as life cycle costing and value engineering.
23. Assist MUTD, MUTD's Project Manager, and the Architect/Engineer in investigating and reviewing various alternative approaches to design and construction of the Project, including without limitation, phased permitting and construction.
24. Identify issues, including without limitation, those raised by the CMAR's, MUTD Project Manager's and the Architect/Engineer's cost estimates, and recommend alternative solutions whenever design details affect budgets, construction feasibility or schedules previously proposed or established.
25. Identify and recommend actions designed to minimize adverse effects of labor or material shortages and price escalations.
26. Investigate and recommend a schedule for the purchase of all materials and equipment, including long-lead items, equipment requiring special testing or certification, and coordinate the schedule with the early preparation of Construction Documents by the Architect/Engineer. Procure cut sheets, also known as Material Safety Data Sheets and other relevant information for all the Architect/Engineer-specified materials and products. If any specified materials or products are known by CMAR to contain any hazardous or toxic materials as defined under any federal or state laws, rules, or regulations, CMAR shall suggest any known and feasible available alternative nonhazardous and nontoxic materials and products.
27. Provide a detailed variance report and written confirmation that the Work is within budget at each design milestone as identified in 3.2(A).
28. Provide Pre-Construction Services for all MUTD-furnished fixtures, furniture and equipment (FF&E), including maintenance shop equipment, bus wash equipment, fuel storage equipment, fare box equipment, and coordination with MUTD, MUTD's Project Manager and the

Architect/Engineer to integrate design for FF&E with all disciplines. Coordination will include at a minimum, all backing for attachments, all structural requirements, and all building system connections.

29. Provide Pre-Construction Services for information services and low voltage systems, including but not limited to security systems, fire alarm, audiovisual, way finding, cable TV, paging, communications infrastructure, and distributed antenna system.
30. Actively participate as a member of the team to reach sustainability goals identified and established during the design phase of the project. MUTD is pursuing Gold USGBC LEED Certification for this project.
31. Develop detailed cost estimates for special systems comparison, as needed.
32. Provide value engineering options for consideration and participate in value management work sessions as needed.
33. The CMAR shall provide value analysis services and offer cost savings suggestions and best value recommendations to MUTD, MUTD's Project Manager, and the Architect/Engineer. Value analysis shall include life cycle cost analyses as well as "first time" cost savings. This information shall be provided in a report to MUTD, MUTD's Project Manager and the Architect/Engineer which will be due within thirty (30) days from the initial project review meeting.
34. Based on available design documentation, the CMAR shall develop a construction cost estimate which is to be submitted to MUTD, MUTD's Project Manager and the Architect/Engineer with the Value Analysis report indicated above. Cost estimates shall provide sufficient detail for MUTD, MUTD's Project Manager, and the Architect/Engineer to properly evaluate cost and will include a sufficient breakdown between labor and materials. The CMAR shall meet with MUTD, MUTD's Project Manager, and the Architect/Engineer to resolve any difference between the CMAR's cost estimate and the latest cost estimates prepared by the Architect/Engineer, if applicable. MUTD's Project Manager will facilitate this meeting.
35. Develop material for public presentations and present to stakeholders.
36. Review Energy and Environmental Design Guidelines and prepare schedule and cost impacts.
37. Research different construction materials and report findings.
38. The CMAR shall thoroughly and continuously review the design documentation for clarity, completeness, constructability, and coordination.
39. The reviews shall be interdisciplinary and include both the construction drawings and specifications.
40. Issues identified during the review process shall be conveyed to the A/E in writing and copied to MUTD and MUTD's Project Manager. The conveyance shall provide a thorough description of the issue along with recommendations for resolving the issue.
41. The CMAR shall maintain a running log of all issues noted during the review process and provide this information in the form of a report to MUTD at the time the design is considered complete.
42. Regularly attend meetings with MUTD, MUTD's Project Manager, and the Architect/Engineer prior to construction and consult with MUTD, MUTD's Project Manager, and the Architect/Engineer regarding site use, site improvements and selection of building materials, systems and equipment, and utilities.

43. Develop provisional and final CPM schedules indicating methods and sequencing of procurement, permitting, construction and closeout of project. Include time requirements for sequences and durations, milestone dates for receipt and approval of design documents, receipt of regulatory approvals and permits, preparation and processing of shop drawings and samples, delivery schedule of materials or equipment requiring long-lead time procurement, project procurement schedule, and installation and construction completion. Include critical milestone dates for MUTD-procured and installed fixtures, furnishings, and equipment as well as MUTD-procured and contractor-installed fixtures, furnishings, and equipment (TBD). Provide periodic updates of project schedule for the Architect/Engineer's review and MUTD approval. Identify scheduling software to be used and/or if scheduling consultants will be utilized to perform this service on behalf of the CMAR.
44. Develop and implement procedures for schedule adherence.
45. Perform a "constructability" review of the design documents at each phase of design.
46. Perform a "maintainability" review of the design documents at each phase of design.
47. Perform budget review of design documents during and after each phase of design.
48. Provide financial and quality analysis of different construction methods in each major trade group for potential quality, cost and schedule enhancements.
49. Assist with final selection of systems and products by providing market intelligence to the Architect/Engineer.
50. Work with MUTD's Project Manager to update the Project Management Plan (PMP) (defined in 3.5(C)) and all subplans including, but not limited to, Quality Assurance/Quality Control (QA/QC) Plan and Safety and Security Management Plan (SSMP).

b. *Bidding*

1. Arrange and prepare subcontractor bid packages.
2. For all subcontracts, CMAR shall prepare all necessary bidding forms, information and related documents within a presentable and organized Bid Tab Analysis package identifying the scope of work for the review and approval of MUTD and the Architect/Engineer. CMAR shall assemble and provide MUTD with separate bound Bid Packages containing the design documents, related data and other documents, and bidding forms. The bidding documents shall require bidders to bid all alternates.
3. As soon as practicable during the performance of the Pre-Construction Services, CMAR shall: develop bidders' interest in the Project; prepare lists of potential Subcontractors and major suppliers for various portions of the Work, including Design Assist and Design Build scopes, and shall consult with the Architect/Engineer, MUTD's Project Manager and MUTD regarding such lists. CMAR shall obtain and provide MUTD with such background information on any potential Subcontractors and major suppliers as MUTD shall reasonably request. MUTD and CMAR shall agree upon a final list of proposed, qualified Subcontractors and major suppliers, provided that MUTD and the Architect/Engineer shall have no duties or liabilities arising out of their participation in the preparation of any lists of proposed Subcontractors and major suppliers. Unless otherwise approved by MUTD, CMAR shall not obtain bids from or contract with any Subcontractor or major supplier who is not on the approved list for any portion of the Work. Use of any Subcontractor is subject to MUTD's approval.

4. Upon written authorization from MUTD, CMAR shall issue Bid Packages to the approved Subcontractor and major suppliers for such Bid Package and shall use good faith efforts to obtain not less than three (3) qualified bids for each trade or vendor category, including for Design Assist and Design Build Subcontractors. If it is difficult or infeasible for CMAR to obtain three (3) qualified bids for each trade or vendor category, the reasons therefore shall be documented by CMAR and approved by MUTD prior to receipt of bids.
5. CMAR shall establish bidding schedules in accordance with the procurement requirements set forth in the Pre-Construction Schedule; develop Subcontractors scopes of Work and Bid Packages and issue bidding documents to the pre-qualified, interested bidders. CMAR shall collaborate with MUTD and the Architect/Engineer regarding the evaluation and analysis of bids received to determine the best Subcontractors for each Bid Package that is best suited for the Project based on any best value criteria that have been established.
6. CMAR shall schedule and conduct pre-bid and pre-award conferences (in conjunction with the Architect/Engineer and MUTD's Project Manager), maintain written records of such conferences, record all bidders' contacts, questions and the responses provided thereto as they relate to the Project, and shall deliver such records to MUTD and the Architect/Engineer upon request. CMAR shall give MUTD not less than forty-eight (48) hours' notice prior to holding pre-bid or pre-award conferences, and MUTD shall have the right, but not the obligation, to attend any such conference.
7. At MUTD's request, CMAR shall rebid all or any portion of the Work.
8. Prequalify bidders for all packages.
9. Collect and maintain an updated bidder's list, to include: firm name, firm address, status as a DBE or non-DBE, age of firm, and age of gross receipts of firm (identified as a range: less than \$500,000; \$500,000-\$1,000,000, \$1,000,001-5,000,000; more than \$5,000,000).
10. Develop risk identification procedures pertaining to project team organization, scope, cost, schedule, quality; develop risk evaluation plan for continued assessment; develop risk management plan.
11. Provide a provisional construction schedule (CPM) for issuance with bid packages.
12. Identify bidders and generate bidder documents.
13. Advertise and distribute bidding documents.
14. Monitor bidder activity.
15. Publicly open, review and analyze bids, in conjunction with MUTD, MUTD's Project Manager and the Architect/Engineer.
16. Update project schedule.
17. Conduct DBE outreach program to encourage participation by minority bidders.
18. Conduct SBE outreach program to encourage participation by small business bidders.
19. Develop dispute/conflict resolution plan for claims avoidance and claims resolution.

c. *Guaranteed Maximum Price (GMP)*

1. Develop a Preliminary Guaranteed Maximum Price (GMP) document for the sixty percent (60%) completion documents that minimizes the use of allowances or plug numbers.
2. As part of Pre-Construction Services, CMAR shall provide a GMP for Construction Services for the Project. The basis for the GMP will be the one hundred percent (100%) Construction Documents or at an earlier phase of design, as agreed upon by MUTD and the CMAR. The GMP shall be developed from estimates of the cost of the Work, proposed prices from Subcontractors and suppliers, and the Stipulated Sums supplied by CMAR for Contractor's General Conditions and Contractor's General Requirements, insurance, Subcontractors Default Insurance, bonds, and CMAR Fee as previously accepted by MUTD or as subsequently adjusted with the approval of MUTD. The GMP shall be accompanied by evidence of Subcontractors and supplier price proposals included in the proposed GMP and justification of any allowances included. Following MUTD's receipt of such GMP, Contractor shall promptly respond to questions by MUTD and shall submit revisions as required, until CMAR and MUTD agree on a mutually acceptable GMP. Upon acceptance by MUTD, the GMP shall be set forth in the Construction Services Task Order 2.
3. The GMP will include a "CMAR Construction Contingency," for use by the CMAR for Work that was not foreseen and should have been included in the estimated cost of the Work as included in the GMP. The contingency may be used for 1) scope gaps between trade contractors, 2) contract default by a trades contractor, 3) unforeseen field conditions (not to include unforeseen unsuitable materials, rock or other obstructions not assumed in estimated quantities included in the cost of the work), and 4) costs of corrective work not provided for elsewhere in the contract documents which may be charged against the CMAR's Contingency with approval by MUTD, which will not be unreasonably denied. The CMAR may draw upon the CMAR's Contingency with prior notification and approval by MUTD. CMAR will be required to furnish documentation evidencing expenditures charged to the CMAR's Contingency and the reasons therefore in such form and detail as MUTD may reasonably request from time to time. Any unused CMAR Construction Contingency shall be returned one hundred percent (100%) to MUTD at or near completion of the Project.
4. The GMP shall include CMAR's General Condition's costs for CMAR's staff costs, field offices, and administrative costs.
5. The GMP shall be in a format acceptable to MUTD and shall include, but not be limited to:
 - a) Cost proposal
 - b) Description of the Project
 - c) Stipulated subcontract amounts
 - d) Stipulated Contractor's general conditions
 - e) Rates for project personnel
 - f) Insurances and bonds
 - g) CMAR Construction Contingency
 - h) Allowances
 - i) Fee

- j) Schedule
 - k) List of relevant documents
 - l) Any assumptions and clarifications
6. Reconcile schedule and cost with the Architect/Engineer, MUTD's Project Manager, and MUTD against pre-established budget and schedule.

2.8. Phase 2 – Construction Phase Services

1. The CMAR will participate in meetings and coordinate commissioning activities with subcontractors, MUTD, and design team during construction to ensure start-up and commissioning is completed and items on the commissioning log are closed out.
2. Develop and maintain site logistics plan or materials transport/storage, temporary site facilities, traffic operations, protection of existing utilities.
3. Maintain on-site staff for construction management.
4. Establish and maintain coordinating procedures.
5. Develop and maintain a detailed cost-loaded schedule (CPM) including delivery, approvals, inspection, testing, construction, and occupancy.
6. The Monthly Project Reports submitted with each pay request shall consist of the approved construction schedule (or latest approved revision) that has been updated to indicate actual progress at the time of the submittal. The "as of" date (data date) for the update shall be no earlier than one week before the pay request meeting. If there are construction activities whose actual progress is less than what is projected on the approved schedule, a narrative report must also be submitted which lists the delayed activities and, where necessary, indicates how these activities will be expedited to avoid delaying the overall substantial completion date. A printed copy of the updated schedule and, if required, the narrative report must be submitted with each pay request. Review and approval of the Monthly Project Report is a prerequisite to the review and approval of the monthly pay request. Once approved, electronic record copies of the Monthly Project Report shall be provided to MUTD.
7. All CPM schedule activities shall be coded to allow for sorting by Phase, Trade and Building Location. The construction schedule shall include, but not necessarily be limited to, the following Schedule Activities as they apply to this project:
 - a) Submittal and approval of required shop and coordination drawings.
 - b) Ordering, fabrication and delivery of major materials and equipment.
 - c) Pre-installation meetings.
 - d) Construction tasks (maximum duration for any activity is 20 days).
 - e) Milestone start/completion dates for MUTD activities that are not-in-contract.
 - f) Check-out, start up and test/balance of major equipment.
 - g) Milestones related to commissioning activities.
 - h) Submittal and approval of O&M manuals.
 - i) Clean up and punch list.

- j) Interim (i.e., pre-ceiling installation), Substantial Completion and Final Completion inspections.
 - k) MUTD occupancy.
8. The CMAR shall maintain at the site an adequate and competent staff approved by MUTD. Deletions and/or substitutions to the approved staff must be submitted in writing by the CMAR and approved in writing by MUTD. The CMAR staff shall manage the work of the trades contractors and coordinate the work with the activities and responsibilities of MUTD, MUTD's Representative, Architect/Engineer and CMAR so as to complete the project in accordance with MUTD's objectives for quality, cost and time.
 9. The CMAR shall work jointly with the Architect/Engineer to establish procedures that provide for the efficient and timely processing of Submittals, Requests for Information (RFIs) and Change Proposals. The CMAR shall develop and maintain status logs for all Submittals, RFIs and Change Proposals which shall always be made available for review by MUTD, MUTD's Project Manager, and the Architect/Engineer.
 10. The CMAR shall develop, implement, and maintain programs to ensure project Safety and Quality. The programs shall be available for MUTD and MUTD's Project Manager review and input. The CMAR shall designate on site staff members responsible for ongoing safety and quality control inspections.
 11. Conduct and record job meetings.
 12. Prepare and submit change order documentation for approval of the Architect/Engineer, MUTD, and MUTD's Project Manager.
 13. Maintain a system for review and approval of shop drawings, samples, and product data, to ensure compliance with drawings and specifications. Establish a review system to ensure full integration between all automated systems. (Building automation systems, security, fuel, communication, and inventory control.)
 14. Maintain records and submit formal progress and monthly reports to the Architect/Engineer, MUTD, and MUTD's Project Manager.
 15. Manage and maintain quality control systems and ensure conformity to plans and specifications, including geotechnical testing as well as Special Inspections.
 16. Develop a system and provide cost control through periodic progress payment reviews and verifications according to the approved schedule and contract amounts.
 17. Develop and maintain as-built drawings for the duration of the Project.
 18. Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, warranties, testing results, delivery of spare parts or materials, training, regulatory approvals, and MUTD's final acceptance.
 19. Coordinate and monitor the resolution of remaining punch-list items to MUTD's satisfaction.
 20. Coordinate furniture, furnishings and equipment deliveries and installation prior to final acceptance.
 21. MUTD FF&E and Maintenance Equipment/CMAR Installed FF&E and Maintenance Equipment shall be coordinated by the CMAR to include scheduling, deliveries, material

storage on-site, material handling, protection, installation, and all service supplies and connections required for a complete operational system. An itemized FF&E and Equipment list will be developed and accepted with the final GMP.

22. Work with MUTD's Project Manager to update the PMP (defined in 3.5(C)) and all subplans including, but not limited to the QA/QC Plan and SSMP.

2.9. Project Closeout/Warranty

1. Submit record drawings for approval of the Architect/Engineer, MUTD, and MUTD's Project Manager.
2. Assist in transition to occupancy.
3. Receive, record, and address all warranty issues.
4. Resolve all warranty issues to the satisfaction of MUTD.

2.10. Other Requirements

1. *Buy America & Disadvantaged Business Enterprise (DBE) Compliance and Recordkeeping*

CMAR will be responsible for ensuring that MUTD meets its DBE-related requirements and forms related to this project. The CMAR will complete DBE documentation review, confirmation, and make approval/acceptance recommendations to MUTD.

Construction is considered a "manufactured product" as defined in the Buy America regulations.

The CMAR will be responsible for all Buy America documentation review, confirmation, and make approval/acceptance recommendations to MUTD for all procurements. If the CMAR purchases items that do not meet Buy America requirements, MUTD will not reimburse the CMAR for those items. At project close-out, the CMAR will complete both a DBE and Buy America final report.

2. *Audited Payroll / Davis-Bacon Act*

The CMAR Firm shall ensure compliance with all federal, state, and local regulations, including the Davis-Bacon Act (Prevailing Wage); document all oversight for FTA review. (Tie the CMAR to FTA sub-plan).

3. *Completion of Project Management Plan (PMP)*

The CMAR will be required to develop relevant sections of the required FTA Project Management Plan and subplans as follows through final FTA approval.

a. Organization and Staffing

- Project Structure
- Management Approach
- Project Sponsor Management Capacity & Capability (MCC)

b. Project Controls

- Document and Records Controls: document organizations, storage and management

- c. Cost Control Procedures
 - Description of Estimating Methods/Assumptions
 - Final Cost Estimating Methodology Report
 - Procedures for Maintaining Costs through:
 - Schedule Delays
 - Contingency Management
 - Contracting Techniques
 - Cost Allocation
 - Grant Administration
- d. Schedule Control Procedures
 - Description of Scheduling Methods/Assumptions
 - Procedures for Updating Project Schedule
 - Procedures for Keeping on Schedule
- e. Risk Control Procedures
 - Risk Identification
 - Risk Evaluation and Assessment Plan
 - Risk Control and Management Plan
 - Risk Register
 - Contingency Control and Management Plan
 - Insurance
 - Dispute and Conflict Resolution Plan (Claims Avoidance and Resolution)
- f. Procurement and Contracts
 - Procedures for Procurement
 - Procurement Plan and Schedule
 - Types of Contracts and Purchases
- g. Labor Relations and Policy
 - Wage Rates and Classifications
 - Wage and Hour Requirements
 - State and Local Regulations
- h. Construction Plan
 - Construction Contract Administration
 - Construction Management
 - Construction Inspection
 - Coordination with Third Parties

- o Site Logistics Plan
- o Processing Shop Drawings
- o Change Orders
 - Change Identification Process
 - Review and Approval Process
 - Documentation Procedures
- o Completion Plan
- i. Closeout Management
 - o Testing Plan
 - o Closeout Materials
 - o Training for Staff

SECTION 3: SUBMITTAL REQUIREMENTS

3.1 Submission Details

RESPONSE TO THIS REQUEST FOR PROPOSALS MUST INCLUDE THE FOLLOWING:

Those firms interested in providing services for this project must submit their response via email per the instructions on the Invitation and must include the items specifically enumerated in Section 3.2. Proposals shall not exceed fifty (50) pages, excluding transmittal letter, tabs and/or title pages, and required forms.

3.2 Proposal Development

a. Required Proposal Content

Failure by any Proposer to respond to a specific requirement may result in disqualification. MUTD reserves the right to accept or reject any or all proposals. Offerors are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the MUTD. Non-responsive proposals will not be considered for award, nor displayed on any tabulation/summary sheet prepared by the MUTD.

All costs incurred by the Offeror associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to an offer of award, shall be borne entirely and exclusively by the Offeror.

b. Proposal Format:

The proposal format requirements were developed to aid Offerors in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Offeror's proposal must address all the points outlined herein as required, in the following order.

1. Transmittal Letter
2. The RFP subject and number.

3. Name of the firm or team responding, including mailing address, e-mail address, telephone number, and name of primary contact person.
4. A brief profile of the firm outlining its history, philosophy, and target market of the firm or team.
5. The name of the person or persons authorized to make representations on behalf of the Offeror, binding the firm to a contract.

c. Firm's Work History and References

1. List three to five projects of similar size completed in the last ten (10) years or currently under construction that best represents the scope and complexity performed by the proposer as well as the coordination of the systems outlined in point 6) below. Firms shall clearly indicate the type of contract for each project, with the pre-construction and construction phase services provided outlined for the similar projects (e.g. general contract, CM agency, CMAR, Design/Build).
 - For each of the projects, include detailed description of pre-construction and construction phase services provided.
 - For the projects listed above, list the GMP (if given), or if not given, the estimated cost or bid provided, and the total cost of construction at completion. Please provide an explanation if total cost was more than ten percent (10%) over the cost of the original estimated cost or bid.
 - For each of the projects above where construction services were provided, compare the number of days in the original schedule with the number of days taken for actual completion. Please provide an explanation if actual completion took more than ten (10) business days over the original schedule (business days is defined as Monday through Friday).
 - For each of the projects listed above, attach project MUTD references including name, address, telephone number, and email address of the project MUTD representative.
 - For each of the projects listed above, identify funding source (e.g. FTA).
 - a) Heavy duty concrete high-strength slabs with extensive reinforcing and slopes into drainage devices.
 - b) Glass, aluminum, high-speed motor operated overhead doors.
 - c) Heavy duty hardener / densifier slab finishes.
 - d) Heavy duty high-build epoxy flooring systems.
 - e) Solar hot water systems.
 - f) Multi-rail vehicle exhaust systems.
 - g) Overhead power drops.
 - h) Compressed air systems.
 - i) Low-voltage lighting control systems.
 - j) PA / amplifier / speaker systems.
 - k) Oil / water separator systems.

- l) Compressed Natural Gas (CNG) bay compliance.
- m) Electric bus maintenance design / compliance.
- n) Geothermal heating systems.
- o) Live roofs.
- p) In-ground vehicle lifts.
- q) Automated vehicle wash systems
- Provide proof of experience regarding approach and system for pre-qualification of bidders, proposed approach to GMP packages and bidding of work, evaluation, and award procedures.

d. FTA/Federally Funded Project Experience

Include details of the firm's knowledge of requirements, guidance, and experience dealing/working with the FTA and/or other federally-funded projects. This can include, but not be limited to: understanding of funding requirements/eligibility, Buy America, Davis-Bacon Act, MP and all subplans including, but not limited to, QA/QC Plan and SSMP, and construction and project management expectations.

e. Key Personnel

List of key personnel who will be assigned to the project including the Project Executive, Project Manager, Assistant PM/Scheduler, Superintendent and Manager of Submittals Communication Platform (Procor).

1. For each person listed, list what aspects of the pre-construction or construction the person will handle. For those persons who will divide their time between pre-construction and construction phases, indicate what percentage of their time will be devoted to each phase.
2. For each person listed, list direct experience that they have had with similar projects.

Provide the names of the project team. Include the lead firm and any outside consultants and/or subcontractors, and a brief description of their role in this project.

- Attach project organizational chart indicating the placement of each of the persons listed.
- Specialized experience, professional registrations, and technical competence in the performance of projects of similar size and complexity shall be noted.
- The Proposer shall include information pertaining to current workload and anticipated projects to be awarded that may affect the management of the preconstruction and construction services. Please make note of any extenuating circumstances that may adversely affect management of preconstruction and construction services.

f. Project Approach

Please produce separate responses to the following:

1. Include a comprehensive narrative statement that illustrates an understanding of the overall requirements of the project, the project budget, and the schedule constraints.
2. Include a narrative statement that sets out the methods for pre-construction and construction services the Proposer intends to employ and illustrates how the Proposer's plan will accomplish the work as required by this RFP. This statement shall include a detailed description of the Firm's understanding of the tasks to be performed. It shall also

showcase the Proposer's understanding of the scope of work associated with this response. Include details for each section in the Scope of Work in this RFP.

3. Include a narrative statement that explains how the Firm proposes to interact with the design team, commissioning agent, other representatives, and MUTD to achieve project budget, quality, schedule, and safety goals. Explain how design activities will be managed, including any required extensions of design and drawing completion during construction.
4. Include a narrative statement regarding its subcontractor selection plan. Subcontractors will be selected based on best value to MUTD. MUTD will approve selections as applicable and as it deems necessary. Specify elements and/or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform. Provide an overview of experience with meeting or exceeding DBE and/or SBE goals.
5. In accordance with CFR 49 Part 26, MUTD has set a goal of not less than 5 percent (5.0%) of U.S. FTA-assisted contracts are to be expended with DBEs annually for FFY2023 – FFY2025. The contract goal must be met on a yearly basis through either race/gender neutral or race/gender conscious measures but can be applied on a project basis. MUTD has committed to reaching these goals with race/gender neutral measures. Prime contractors and subcontractors must fully meet eligibility standards in order to participate as DBEs. MUTD will ensure that only the value of the work actually performed by the DBE will count towards MUTD's DBE goal.
6. Although there is no specific goal or requirement to include DBEs for this project, MUTD highly encourages their participation. MUTD encourages all prime contractors to utilize qualified DBEs and Small Business Enterprise (SBEs) subcontractors on MUTD projects whenever such goods and services can be obtained at reasonable cost.
7. Information regarding DBE certification in the state of Montana can be found here: <https://www.mdt.mt.gov/business/contracting/civil/dbe.aspx>.
8. Provide experience with LEED or other similar environmental rating systems. Note that the project may not pursue LEED or other similar certifications. A determination will be made prior to completion of thirty percent (30%) design.
9. Provide acknowledgment that the Proposer has read and understands the FTA Project and Construction Management Guidelines (March 2016).

[https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA Project and Construction Mgmt Guidelines 2016.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Project_and_Construction_Mgmt_Guidelines_2016.pdf)

g. Project Planning and Management

Provide a 25-page overall description of how the project will be organized and managed, and how the representative services listed will be performed in both pre-construction and construction phases. Project planning that offers the same project managers for pre-construction and construction phases and work elements as noted below shall be given preference.

1. Cost Control
2. Quality Control
3. Environmental Protection
4. Safety

5. Superintendence
6. Project Approach to minimize risk and maximize value
7. Constructability Issues
8. Cost Model/Estimates
9. Project Tracking/Reporting
10. Request for Information (RFI) and Shop Drawings
11. Change Identification and Change Orders Procedures
12. Payment Estimates and Measurement
13. Schedule and Staffing Plan
14. Subcontractor Management
15. Sustainability Management Experience

h. Quality Program

Provide a narrative statement outlining capability and experience, management and documentation systems in place, and field procedures used to provide quality construction and compliance with specification requirements, including that of a multitude of subcontractors and suppliers. Provide samples / examples of your quality assurance and quality control program inclusive of applicable documentation for quality control meetings, inspections, specification review, shop drawings, submittals, deficiency tracking, daily and other reports utilized during construction to meet quality requirements. Sample forms and documents may be included as attachments to the proposal.

i. Safety Program

List your company's Experience Modification Rate (EMR) for past three years.

Present Rate

Last Year Rate

Year Before Rate

Attach OSHA 300 Log for the last three (3) years. Log does not count towards page limit. Have you attached OSHA 300 Log?

Yes _____ No _____

1. If these rates reflect corporate performance over a number of locations, please explain, to the extent possible, the performance experience of the location servicing this project.
2. List any OSHA fines to the company and note any respective jobsite fatalities in the past three (3) years with an explanation.
3. Include a narrative statement of job site safety management procedures, inspections, meetings conducted, reporting documents that are utilized during the construction. Samples of any forms or other documents necessary to outline this statement may be included as attachments to the proposal. Samples do not count toward the 25-page limit.

j. Cost Proposal

Develop a phased payment schedule based on preconstruction and construction milestones. The fee and schedule of payment shall be submitted as a **SEPARATE FILE**. The cost proposals will be opened after the proposals have been assessed and scored by the evaluation team. This is a mandatory requirement.

k. Pre-Construction Phase Price

The Pre-Construction Phase Price represents the costs and profit for the CMAR's effort on behalf of MUTD during the pre-construction phase. It includes the following responsibilities:

1. Design review and analysis.
2. Recommendations on construction costs, feasibility, and practicality regarding the selection of methods, materials, and systems, including cost reducing alternatives.
3. Constructability and maintainability reviews.
4. Value engineering—the CMAR will review the designs for possible economies and make recommendations to MUTD.
5. Schedule development.
6. Long lead time procurement.
7. Solicitation of competitive bids for development of a GMP.

l. General Conditions/Construction Phase Price per Month of Field Activity

This monthly price would compensate the CMAR for its management of subcontractors in the field during the construction phase. This effort would include the management of all construction subcontracts through final inspection and acceptance of the subcontractors' work products. This price will be converted to a lump sum (fixed price) amount for completion of the project at time of GMP when project duration has been better defined. These would typically include:

- Project/Construction management and supervision
- Procurement management and administration
- Project accounting, budgeting, estimating, and forecasting
- Scheduling
- Safety engineering, training, management, and administration
- Quality engineering, training, management, and administration
- Building equipment start up, commissioning and turnover
- Office management including clerical and administrative support
- Personnel relocation and travel expenses
- Mobilization, rental, demobilization of temporary project facilities and offices, including office furnishings
- Office equipment and supplies
- Office computers, networking, internet, and software costs
- Telephones, cellular phones, pagers, two-way radios, etc.

- ❑ Vehicles and their associated maintenance, repair, fuel, and insurance costs
 - ❑ Storage facilities (on and/or off site)
 - ❑ Site signage as approved by MUTD
 - ❑ Site access and safety training
 - ❑ Project photographs
 - ❑ Additional items proposed by the CMAR to ensure a successful project
- m. *CMAR Contractor's Profit & Home Corporate Office Overhead (General & Administration)*
- The CMAR's fee is generally defined as the amount included in the total construction cost (GMP) that compensates the CMAR for home corporate office expenses, overhead, profit and general management of the contract during the construction phase.

The cost proposal shall be submitted as a separate file (separate from the proposal), clearly marked "COST PROPOSAL."

NOTE: Attachment 1, Project Cost Elements is included for information only. The selected firm will be required to complete the Project Cost Elements upon award (prior to contract execution).

SECTION 4: EVALUATION PROCESS AND AWARD

4.1 Details

The Evaluation Committee will evaluate proposals based on the factors outlined within this section, which shall be applied to all eligible, responsive proposals in selecting the successful Proposer.

MUTD reserves the right to disqualify any proposal for, but not limited to, proposals deemed as non-responsive and/or non-responsible. The Evaluation Committee reserves the right to make such investigations of the qualifications of the proposer as required.

Award of any proposal may be made without discussion with proposers at the conclusion of the evaluation process. MUTD reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response.

4.2 Criteria

Proposal evaluation criteria will be grouped into percentage factors as follows:

1. Qualifications of CMAR (Firm Experience) (*Maximum 30 points*)
2. Qualifications of Key Personnel (Project Team Experience) (*Maximum 20 points*)
3. Project Approach (*Maximum 30 points*)
4. Proposed Methodology – Respondent's understanding of project and steps to achieve the goal
5. Project Management, Quality, and Safety programs (*Maximum 10 points*)
6. CMAR's proposed Costs and Fees (*Maximum 10 points*)

4.3 Selection Process

The evaluation committee shall be formed to review and evaluate the proposals. The evaluation committee shall complete evaluation forms giving consideration to information provided in the proposals.

The evaluation committee may elect to interview firms short-listed but reserves the right to award the contract based on the evaluation committee's review and ranking of proposals. If the evaluation committee chooses to short-list and interview for this project, fifteen (15) additional

points per evaluator will be allocated for this phase, and these points will be added to the totals from the qualifications review phase.

4.4 Fee Negotiations

Fee negotiations shall be conducted for performance of the contract at a price which is fair and reasonable. Should MUTD be unable to negotiate a contract at a price that is fair and reasonable, negotiations shall be formally terminated with the highest ranked offeror and MUTD shall have the option to commence negotiations with the second ranked offeror.

The selected firm will be responsible for developing and submitting a detailed Project Scope and Time Schedule to be included in the contract documents. This scope and schedule shall be consistent with the requirements of this RFP and is subject to approval by MUTD.

4.5 Contract Award

Upon completion of negotiations, MUTD shall execute a Pre-construction Services contract with the CMAR deemed by the evaluation committee to be the best suited for this project.

Upon successful completion of the Pre-construction services contract, MUTD shall enter into negotiations with the same firm for a GMP contract for Construction Services.

EXHIBIT A: SITE INFORMATION

Site Information is at the end of the document.

EXHIBIT B: Required Forms and Certifications

For a proposal to be considered responsive, the following forms, certifications, and/or statements are to be executed and enclosed with each proposal. Compliance with these requirements is mandatory for a contract award.

MISSOULA URBAN TRANSPORTATION DISTRICT

Exhibit B-1

ADDENDUM ACKNOWLEDGEMENT

Proposer/Bidder acknowledges receipt of the following addenda which are attached to the proposal/bid:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive and omitted from consideration.

MISSOULA URBAN TRANSPORTATION DISTRICT

Exhibit B-2

Certification of Restrictions on Lobbying

All Contracts over \$250,000

I, _____, hereby certify

(Name and title of official)

on behalf of _____ that:

(Name of Bidder/Company Name)

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all

sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company

Name _____

Type or Print

Name _____

Signature of authorized

representative _____ **Date** _____



MISSOULA URBAN TRANSPORTATION DISTRICT

Exhibit B-3

Certificate of Compliance with

Buy America Requirements

for Steel, Iron, and Manufactured Products

Construction and Materials/Supplies Contracts over \$150,000

General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

COMPLIANCE with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

NON-COMPLIANCE with Buy America Requirements

The bidder or offeror hereby certifies that it **cannot** comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company: _____

Name: _____ Title: _____

Signature: _____ Date: _____



MISSOULA URBAN TRANSPORTATION DISTRICT

Exhibit B-4

Debarment and Suspension Certification

All Contracts over \$25,000

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently: (1) Debarred, (2) Suspended, (3) Proposed for debarment, (4) Declared ineligible, (5) Voluntarily excluded, or (6) Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction, (2) Violation of any Federal or State antitrust statute, or (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it: (1) Equals or exceeds \$25,000, (2) Is for audit services, or (3) Requires the consent of a federal official, and
- g. It will require that each covered lower tier contractor and subcontractor: (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be: (a) Debarred from participation in its federally funded Project, (b) Suspended from participation in its federally funded Project, (c) Proposed for debarment from participation in its federally funded Project, (d) Declared ineligible to participate in its federally funded Project, (e) Voluntarily excluded from participation in its federally funded Project, or (f) Disqualified from participation in its federally funded Project, and (3) It will provide a written explanation as indicated on a page attached in FTA’s TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its

Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Company _____ Date: _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

MISSOULA URBAN TRANSPORTATION DISTRICT

Exhibit B-5

Disadvantaged Business Enterprise (DBE) Form

In accordance with federal regulations, MUTD is required to set a goal for utilizing DBE's in federally-funded projects, and to demonstrate a good faith effort in meeting this goal. MUTD has established an overall DBE goal of 5% for FFY 2023-2025, anticipated to be met fully by race neutral measures.

A listing of Montana-based DBE firms can be found at <https://app.mdt.mt.gov/dbe/dbe/search>.

A. DBE Certification. Mark below to indicate your firm's DBE status. If applicable, please provide a copy of your certification letter or certificate.

CERTIFIED as a DBE

NOT-CERTIFIED as a DBE

B. Subcontractors. Please list below all DBE firms that will perform work on this contract.

Subcontractor's Name	Industry / Trade	Dollar Value of Contract

Bidder / Firm _____

Authorized Representative _____ Title _____

Signature _____ Date _____

MISSOULA URBAN TRANSPORTATION DISTRICT

Exhibit B-6

Federal Clauses

No Government Obligations to Third Parties

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program fraud and false or fraudulent statements and related acts

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports

As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1) Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2) Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

2) Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

3) Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

4) Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5) Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Civil Rights (Title VI, EEO, ADA)

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

a) The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian

Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

b) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third-Party Participant, will: (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age. (2) Prohibit the: (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332, (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

c) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will: (1) Prohibit discrimination based on race, color, or national origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.

d) Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement, (d) FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, (b) Affirmative Action. Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

e) Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws and regulations, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of the FAST Act, 23 U.S.C. §101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement. (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal. (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA’s electronic award and management system, the Recipient must also submit subsequent notifications if options are exercised in subsequent years to ensure the TVM is still in good standing. (4) Assurance. As required by 49 C.F.R. § 26.13(a): (a) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable, 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

f) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332.

g) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and (5) Federal transit law, specifically 49 U.S.C. § 5332.

h) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities. (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (d) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (k) Other applicable federal civil rights and nondiscrimination guidance.

i) Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

j) Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following: (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

k) Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination. l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws,

regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

Incorporation of FTA Terms

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Energy Conservation

All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Disadvantaged Business Enterprises (DBEs)

Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA LU, 23 U.S.C. § 101.

The contractor 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 this FTA-assisted contract. 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 MUTD deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. The successful proposer/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Prompt Payment

All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from MUTD. In addition, the contractor may not hold retainage from its subcontractors. The contractor must promptly notify MUTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MUTD.

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Patent and Rights in Data

Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (less than \$10,000)

a) General. The Recipient agrees that: (1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

b) Federal Rights. The Recipient agrees that: (1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

c) License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing. Rights in Data and Copyrights a) Definition of "Subject Data" means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement, b) Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to: (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration, c) General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by

the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

d) Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Nonexclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

e) Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third-Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third-Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding.

f) License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

g) Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

h) Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

i) Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential,” and

j) Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” specifically 49 C.F.R. § 19.36(d), or (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Bus Testing

Rolling stock, except minivans

NOT APPLICABLE

Pre-Award and Post-Delivery Audit Requirements

Rolling stock

NOT APPLICABLE

Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

NOT APPLICABLE

Fly America

All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Seismic Safety

Construction of new buildings or additions to existing buildings. These requirements do not apply to micropurchases (\$10,000 or less, except for construction contracts over \$2,000).

NOT APPLICABLE

Davis-Bacon and Copeland Anti-Kickback Act

Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

NOT APPLICABLE

Bonding

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

NOT APPLICABLE

Termination Provisions

All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a) Termination for Convenience (General Provision). The recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b) Termination for Default [Breach or Cause] (General Provision). If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c) Opportunity to Cure (General Provision). The recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions if contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d) Waiver of Remedies for any Breach. In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e) Termination for Convenience (Professional or Transit Service Contracts). The recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is

terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Recycled Products

All contracts over \$10,000 for items designated by the EPA

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Government Wide Debarment and Suspension

All Contracts over \$25,000

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

Buy America

Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than \$150,000

NOT APPLICABLE

Breaches and Dispute Resolution

All contracts over \$250,000

a) Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

b) Performance During Dispute. Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore

shall be made in writing to such other party within ten days after the first observance of such injury or damage.

c) Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying

All contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air

All contracts over \$250,000

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Contract Work Hours and Safety Standards Act

Contracts over \$100,000

NOT APPLICABLE

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases (\$3,500 or less)

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third-party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions.

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third-Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non-Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA Number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Other Contract Requirements

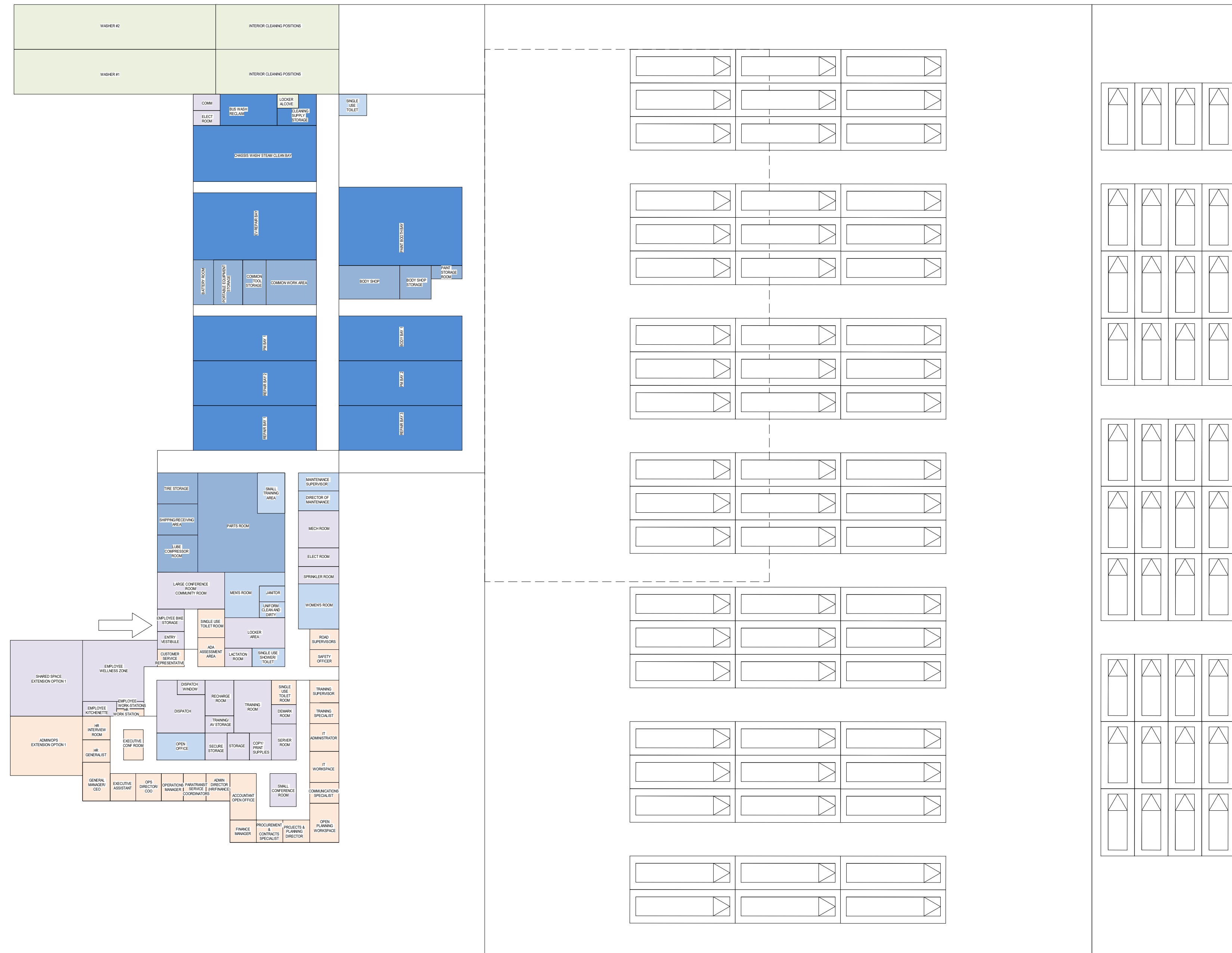
To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

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1 COMBINED 1FLR OPTION E2 - PHASE 1 - REDUCED - 4/11/24
SCALE: 1/32" = 1'-0"



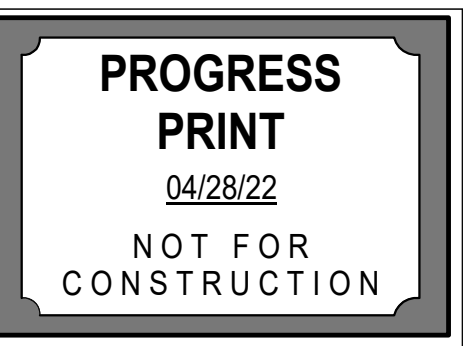
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SCALE: 1/32" = 1'-0"

Owner
BUILDING NAME
STREET ADDRESS
CITY, STATE, ZIP CODE

Project Name
Project Status



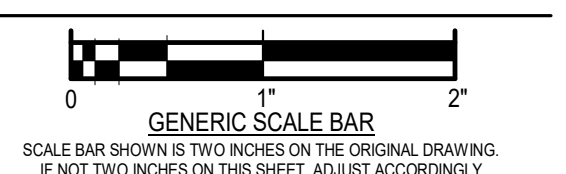
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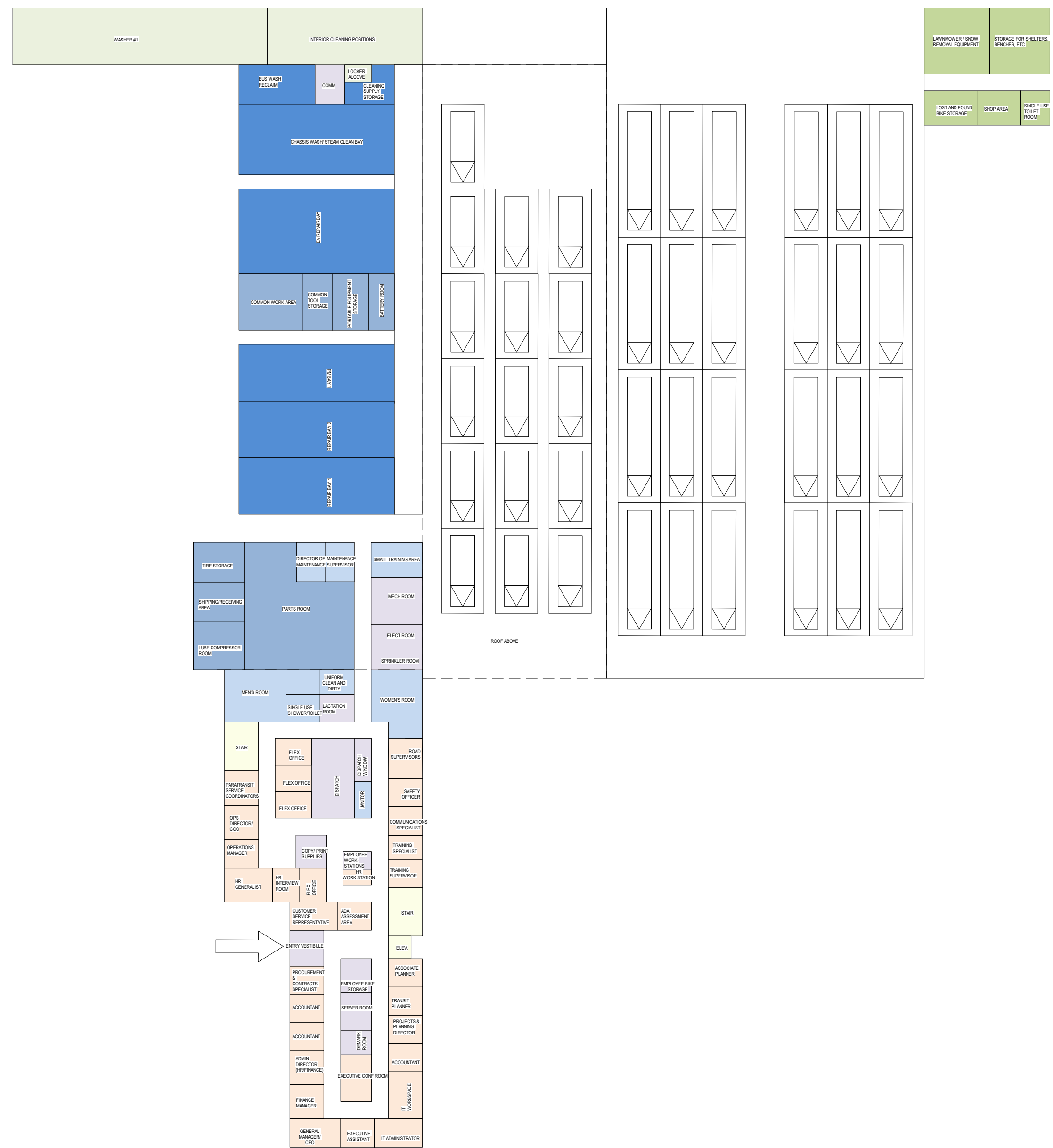
NO.	REVISIONS	DATE

DWG TITLE
1FLR OPTION E2 PHASE 1 AND 2

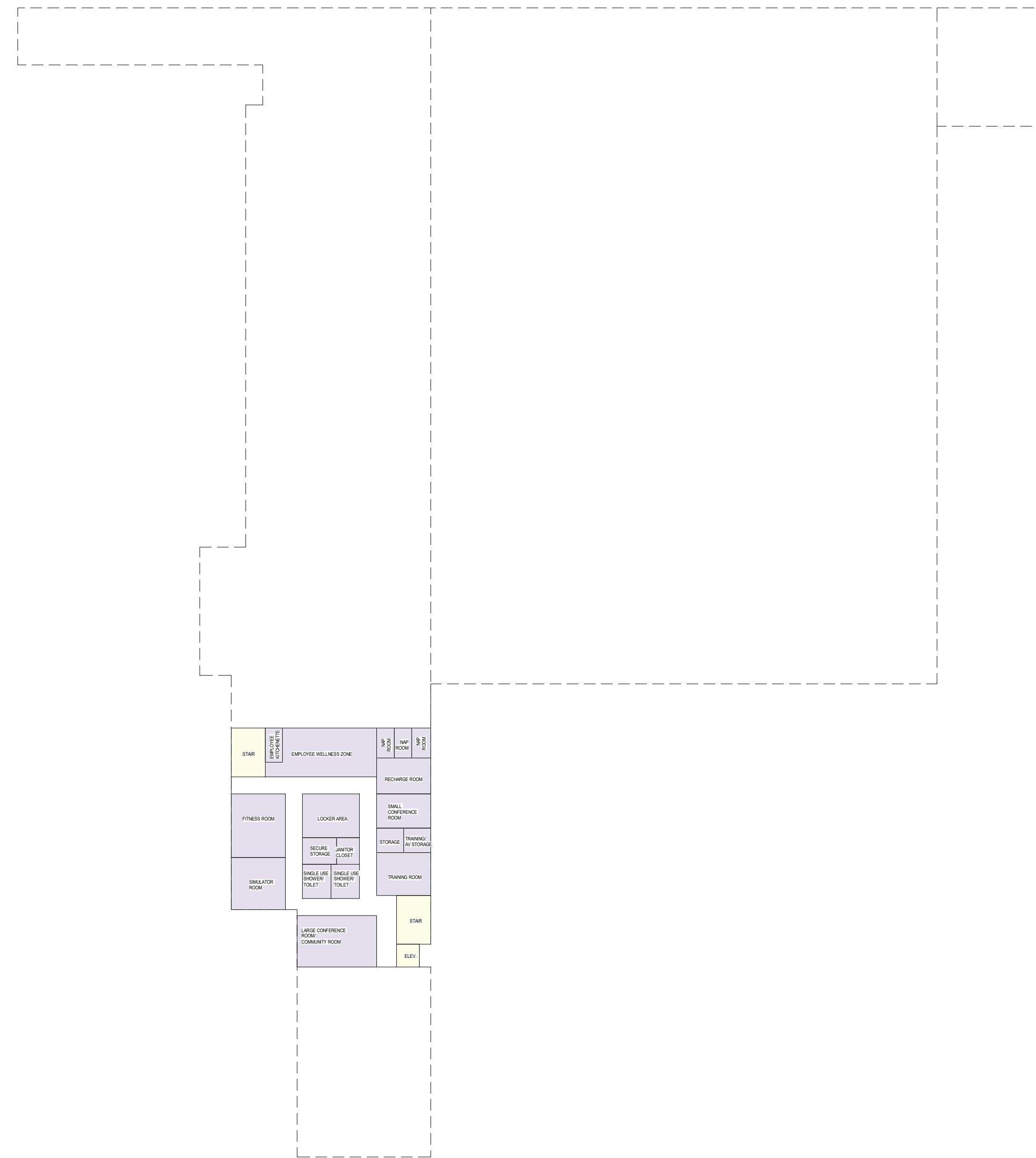


SCALE BAR SHOWN IS TWO INCHES ON THE ORIGINAL DRAWING IF NOT TWO INCHES ON THIS SHEET, ADJUST ACCORDINGLY.
DATE 04/28/22
SCALE 1/32" = 1'-0"
DWN. Author CHK. Checker
PROJ. No. Project Number
DWG. No.

A101



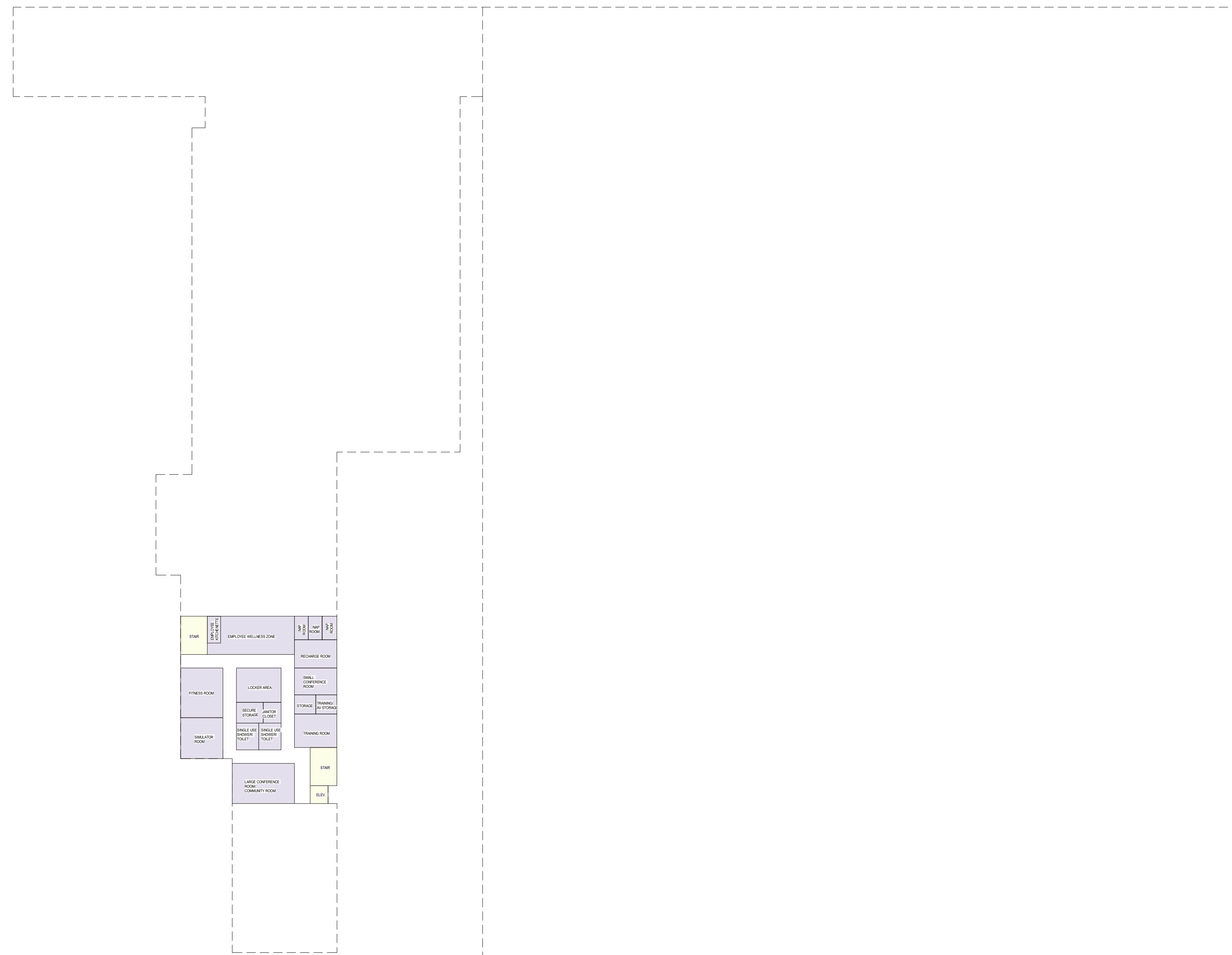
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SCALE: 1/32" = 1'-0"



2 COMBINED 2FLR OPTION D - PHASE 1 - LEVEL 2
SCALE: 1/32" = 1'-0"



3 COMBINED 2FLR OPTION D - PHASE 2 - LEVEL 1
SCALE: 1/32" = 1'-0"



4 COMBINED 2FLR OPTION D - PHASE 2 - LEVEL 2
SCALE: 1/32" = 1'-0"

Owner
BUILDING NAME
STREET ADDRESS
CITY, STATE, ZIPCODE

Project Name
Project Status

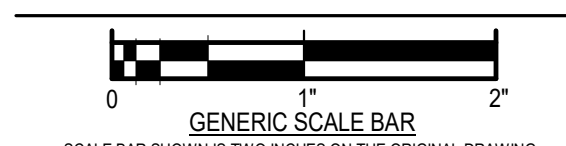
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NO.	REVISIONS	DATE

2FLR OPTION D PHASE 1 AND 2



DATE 04/28/22
SCALE 1/32" = 1'-0"
DWN: Author CHK: Checker
PROJ. No: Project Number
DWG. No: