

Staff Report

To: Board of Directors
From: Spencer Starke, Transit Planner
Date: October 23, 2025

Agenda Item:

5.5 Route 15 IMEG Additional Scope Contract Amendment

Attachments:

- Attachment A: IMEG Professional Services Agreement – 2026 Bus Stop Implementation
- Attachment B: IMEG Exhibit A Consulting Scope of Services & Cost Estimate dated October 10, 2025
- Attachment C: Exhibit A Original Consulting Scope of Services & Cost Estimate dated October 10, 2025
- Attachment D: Bus Stop Locations and Standard Drawings

Recommendation:

Approve the contract amendment between Missoula Urban Transportation District and IMEG Consultants Group in the amount of \$40,990 for surveying, designing, and permitting 12 additional bus stops, totaling an estimated \$65,965.

Discussion:

MUTD is in the process of changing the bus transit network requiring additional bus stops and stop improvements including:

1. Introducing Route 10 requiring 9 additional stops
2. Realigning Route 11 requiring 2 additional stops
3. Introducing Route 15 requiring 12 additional stops

The Routes 10 and 11 stops were previously contracted for \$24,975. MUTD has requested an expansion of the contract scope to include additional stops for Route 15. The resulting contract requires board approval for an estimated additional \$40,990, for a total contract amount of \$65,965 for surveying, designing, and permitting 23 bus stops.

Financial Impact and Funding Source:

\$65,965 from the operating reserve fund.

PROFESSIONAL SERVICES AGREEMENT

Project: 2026 Bus Stop Implementation

THIS AGREEMENT is made and entered into this 27th day of June, 2025, by and between the **MISSOULA URBAN TRANSPORTATION DISTRICT** whose address is 1221 Shakespeare Street, Missoula, Montana 59802 (hereinafter referred to as “MUTD”), and IMEG Consultants Corp, whose address is 1817 South Ave West, Suite A, Missoula, Montana, 59801, hereinafter referred to as “Contractor.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1) **Purpose:** MUTD agrees to hire Contractor as an independent contractor to perform services described in the Scope of Services/Fee Proposal attached hereto as Exhibit A and by this reference made a part hereof.

2) **Effective Date:** This Agreement is effective upon the date of its execution and shall expire on June, 30 2026

3) **Scope of Work/Task Deadlines:** Contractor will perform the work and provide the services in accordance with the requirements of the Scope of Services/Fee Proposal (Exhibit A).

4) **Payment:** MUTD agrees to pay Contractor a price not to exceed \$24,975.00 (Twenty four thousand nine hundred and seventy five 00/100 dollars) for services performed pursuant to the Scope of Services.

In the event Contractor anticipates the cost of the described work exceeding \$24,975.00, Contractor shall provide MUTD with a written estimate detailing the nature and scope of the additional work, the estimated number of hours required, and the applicable hourly rate(s) for the work. No additional work shall be performed, and no extra charges shall be incurred, unless and until MUTD has reviewed and agreed to the estimate in writing.

Any alteration or deviation from the described work that involves extra costs will be performed by Contractor after written request by MUTD, and will become an extra charge over and above the contract amount. The parties must agree in writing upon any extra charges.

5) **Obligations of MUTD**

(a) Compensation: The total fee for the services as described shall not exceed

\$24,975.00. Any additional work must be pre-approved in writing by MUTD.

- (b) Payment shall be made by MUTD within thirty (30) days of receipt of a correct invoice from the Contractor. MUTD 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 MUTD.
- (c) Subcontractor Billing: The Contractor shall audit and review all invoicing and billing of subcontractor and assure MUTD that all proper personnel and rates are applied in strict conformance with the Contract.

6) **Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and the parties agree that Contractor is and shall be an independent contractor when performing services pursuant to this agreement. Contractor is not subject to the terms and provisions of MUTD's personnel policies handbook and may not be considered an MUTD employee for workers' compensation or any other purpose. Contractor is not authorized to represent MUTD or otherwise bind MUTD in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law. Contractor shall furnish MUTD with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

7) **Subcontractors:** Subcontractors, if any, who will perform work under this Contract shall be the firms designated in this Contract, if any. No other subcontractors shall perform the services required under this Contract without the express written permission of MUTD. The Contractor is expected to audit and review all invoicing and billing by subcontractors and will ensure that all personnel and billing rates are applied in strict conformance of the Contract.

8) **Ethics:**

- (a) The Contractor warrants that it has not employed nor retained any company, firm or person, other than a bona fide employee working solely for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, MUTD shall have the right to annul this Contract without liability.
- (b) No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.
- (c) No member, officer, or employee of MUTD or of a local public body during

his tenure shall have any interest, direct or indirect, in this Contract or its proceeds.

- (d) Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, disability, age, marital status, political affiliation, national origin, and/or any protected classifications under state or federal laws.

9) **Indemnity and Insurance:** For other than professional services rendered, to the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold MUTD harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by MUTD by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or Contractor's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Contractor agrees to indemnify and hold MUTD harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Contractor or Contractor's agents or employees.

For this purpose, Contractor shall provide MUTD with proof of Contractor's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- a) Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate
- b) Professional Liability - \$1,000,000 per claim; \$2,000,000 annual aggregate

10) **Professional Service:** Contractor agrees that all services and work performed hereunder will be accomplished in a professional manner.

11) **Compliance with Laws:** Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.

12) **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

13) **Termination For Convenience:** Notwithstanding any other provision of this Agreement to the contrary, either party may terminate this Agreement by giving the other party at least ninety (90) days' prior written notice of its election to terminate. Such termination will be effective on the date stated in the notice.

14) **Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of MUTD. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

15) **Wage and Hours Law Compliance:**

- (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 MUTD 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.

16) **Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Contractor pursuant to this Agreement are the property of MUTD. MUTD has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Contractor for the specific purpose intended will be at MUTD's sole risk and without liability or legal exposure to the Contractor. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of MUTD.

All information concerning MUTD and said projects, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or in part, now or at any time disclose that information without the express written consent of MUTD.

17) **Confidential Materials and Public Disclosure**

- (a) This Contract and all records provided to MUTD by Contractor hereunder may

be public records subject to disclosure under the Montana Open Records Law and/or other laws requiring disclosure or discovery of records. In the event MUTD receives a request for such disclosure, MUTD will provide Contractor with five (5) days' written notice prior to release of responsive records. The parties acknowledge that MUTD is not liable for any release of records pursuant to public disclosure or discovery laws.

- (b) Contractor shall mark certain record(s) as "Confidential" or "Proprietary" as appropriate given the potential sensitive subject of Contractor's work under this Contract. If Contractor fails to so mark record(s), then upon request, may release said record(s) without the need to satisfy the requirements of subsection A above.

18) **Severability:** Any provision of this Agreement that is found to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed to be modified to the extent necessary to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of the Agreement shall remain in full force and effect. Modification or severance of a provision in any jurisdiction shall not serve to modify, invalidate or render unenforceable such provision in any other jurisdiction

19) **Disclaimers:** Contractor is not responsible for proofreading copy or other materials supplied by MUTD.

20) **Intellectual Property:** MUTD represents and warrants that it owns and/or has the right to use any Intellectual Property furnished or made accessible to Contractor by MUTD. Further, Contractor represents and warrants that it owns and/or has the rights to any domains or web pages to which Contractor transmits Work Product or otherwise has Work Product posted or to which it gives Contractor access to.

As used herein, "Intellectual Property" includes any material subject to patent, trademark, copyright or trade secret protection, including any text, graphic, photo, design or other work of authorship and any right arising or derived from the same including any entitlement to secure or enforce patent, trademark, copyright or trade secret protection.

21) **Lawful Purpose:** MUTD may only use Contractor's Services and Work Product as permitted by law and may not use the Services or Work Product to infringe on the rights of any other person or entity. If MUTD breaches this section, it shall indemnify Contractor to the fullest extent permitted by applicable law.

22) **Limitation of Liability** Any claim or action by MUTD against Contractor shall, to the fullest extent permitted by applicable law, be limited to the amount of payments made by MUTD to Contractor under this Agreement and, in the event that this Agreement governs multiple projects, then to payments made for performance of Services out of which the claim or action arises.

23) **Promotional Use** MUTD agrees that Contractor may use work performed on behalf of MUTD for Contractor promotional purposes as long as it does not break confidentiality clauses.

24) **Content and Understanding:** This Contract contains the complete and integrated understanding and agreement between the parties and supersedes any previous understanding, agreement or negotiation whether oral or written.

25) **Indemnification:** MUTD agrees to indemnify, defend and hold Contractor harmless against any Claims brought against Contractor to the extent those Claims arise out of MUTD's breach of this Agreement.

MUTD further agrees to indemnify, defend and hold Contractor harmless against any Claims brought against Contractor by any third party alleging (a) a violation of intellectual property rights related to material MUTD provided, made available to, or directed Contractor to use, or (b) MUTD gave, transferred or otherwise allowed to use the Work Product, or (c) a violation of the ADA.

The foregoing indemnification obligations are conditioned upon: (a) complete control of the defense and settlement thereof by MUTD, provided that MUTD shall not settle Claims without the consent of Contractor, such consent not to be unreasonably withheld or delayed; and (b) reasonable cooperation by Contractor in the defense as MUTD may request. Contractor shall have the right to participate in the defense of Claims with counsel of its choice at its own expense.

Likewise, Contractor agrees to indemnify, defend (except for Professional Liability Claims) and hold MUTD harmless against any Claims brought against MUTD to the extent those claims arise out of Contractor's material breach of this agreement, alleged intellectual property rights violations, unauthorized transmission of Work Product, or ADA violation. The same terms as listed in the paragraph above apply. For purposes of this section, "Claims" means losses, actions, liabilities, damages, expenses, as well as reasonable attorneys' fees and costs.

26) **Waiver of Officers and Directors Liability:** Neither party shall have recourse or right of action against any shareholder, officer, director or member, in his or her individual capacity as such, past, present or future, of the other party or of any successor thereto, whether by virtue of any statute or rule of law or otherwise, all such liability being, by the acceptance hereof and as part of the consideration of the execution hereof, expressly waived and released.

27) **Authorized Representative:** In performing the services defined herein, Contractor shall report to: *Spencer Starke, Associate Planner at (406) 543-8386*. Contractor's representative is *Cory Davis, Client Executive, at (406) 546-8054*.

28) **Governing Law:** This Agreement and any disputes hereunder shall be

governed by the laws of the State of Montana. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before the Fourth Judicial District Court, Missoula County in the state of Montana or federal court located in the District of Montana, and any appropriate appellate court thereof, to the exclusion of the courts of any other state, territory, county, or other jurisdiction.

This Agreement may be modified only by written agreement signed by both parties. Section headings are for convenience of reference only and shall not be considered in construing this Agreement.

This Agreement contains the entire agreement between the parties regarding the subject matter hereto and supersedes all prior and contemporaneous agreements, whether oral or written, between the parties regarding such subject matter.

29) **FTA Required Clauses and Certifications:** MUTD contemplates using Federal Transportation Administrations funds for this project. As such, the applicable FTA Required Clauses and Certifications as contained in Exhibit B are considered part of this contract and should any conflict arise in regard to language of this contract, the FTA Clauses shall prevail.



2026 Bus Stop Implementation

Federal Contract 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.
- 3) 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.
- 4) 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.
- 5) Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 6) 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/offeree 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) 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.

Gov't-wide Debarment and Suspension

All Contracts over \$25,000

NOT APPLICABLE

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

NOT APPLICABLE

**Lobbying**

All contracts over \$100,000

NOT APPLICABLE

Clean Air

All contracts over \$250,000

NOT APPLICABLE

Clean Water

All Contracts and Subcontracts over \$100,000

NOT APPLICABLE

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 etseq., 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 Contractor 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

**MISSOULA URBAN
TRANSPORTATION DISTRICT**

By

Signature_____

Jordan Hess, General Manager

Date: _____

IMEG CONSULTANTS CORP

By

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Exhibit A

Scope of Work



Exhibit A. Consulting Scope of Services & Cost Estimate

PROJECT NAME:			DATE:		
MUTD 2025 Bus Stop Improvements			6/11/2025		
Phase 10 - Schematic Design - Stage 2					
Item No.	Description	Scope	IMEG Services	Included Survey Units	Reimbursable Expenses
10.01	Project Management	IMEG project meetings, schedule, and project coordination associated with this portion of work.	\$ 245.00		
10.02	Preliminary Alignments - Stage 2	IMEG will utilize mapping and boundary to draft in the preliminary curb and sidewalk alignments and creation of a Stage 2 plan set. Alignments will be developed in coordination with Mountain Line and City Engineering staff. The sidewalk will be analyzed for any potential conflicts with utilities and encroachments. Conceptual design drawings will be completed for discussion purposes. Assumes Cregg Lane and Wyoming (Sawmill, Moose Creek, Elections Office) will only have schematic plans laid over an aerial and no features will be necessary.	\$ 4,610.00		
10.03	Coordination with Reviewing Authority	IMEG will meet with Mountain Line and City Engineering to review the preliminary curb and sidewalk alignment. The approved alignments will be used below for curb and sidewalk designs.	\$ 245.00		
10.04	Property Owner Meetings	Assumes that Mountain Line will handle this aspect of the project and that no IMEG services are necessary.	\$ -		
10.05	Phase 10 Exceptions	Unless a service is listed in the Scope of Services (Scope), it should be assumed that the service is not included at this time. If additional services which are not listed in the Scope are identified or desired, an amendment to the Scope will be necessary and can be provided along with the appropriate financial adjustment.	\$ -		
Phase 10 - Total			\$ 5,100.00	\$ -	\$ -
Phase 30 - Civil Construction Documents - Stage 3 & 4					
Item No.	Description	Scope	IMEG Services	Included Survey Units	Reimbursable Expenses
30.01	Project Management	IMEG project meetings, schedule, and project coordination associated with this portion of work.	\$ 490.00		
30.02	Prepare Curb & Sidewalk Designs - Combined Stage 3 & 4 Designs	IMEG will coordinate all designs under the guidance of the Project Manager. Assumes no new curb will be required for these stops and work will only be new concrete pads. All sidewalks will be designed to meet ADA regulations and all pad design and improvements will be coordinated through City Engineering in conformance with City Standard Details and Specifications as well as Mountain Line Standard Drawings.	\$ 3,415.00		
30.03	Review of Plans and Client Meetings	The City will be provided with a set of plans, specifications, and an engineer's estimate when designs are at 90% completion for review. A meeting will be held with the City to discuss any identified concerns or questions. It is assumed that if issues arise during design development, IMEG will meet with the City to solicit their opinion for a solution. Time included for plan revisions based on City comments.	\$ 245.00		
30.04	City Drainage Forms	Assumes storm drainage report is not needed as location is within "infiltration exemption area". Assumes that any new dry wells will have a maximum 8,000 SF associated with them for design purposes. Time included to complete Storm Water Site Evaluation Form, EPA Dry Well Inventory, City Dry Well Approval, Post-Construction Inspection Frequency forms. Assumes Contractor at time of permitting will pay for dry well permits but IMEG to complete forms prior. Assumes Contractor will pull DEQ and City SWPPP, however plan set will include generic SWPPP sheet that will be suitable for a DEQ submission but Contractor can modify as they see fit.	\$ 260.00		
30.05	MDT Encroachment Permit	Assumes not needed for this project as proposed sites are not on MDT routes.	\$ -		
30.06	Right-of-Way & Easement Acquisition	Assumes not needed as part of this project.	\$ -		
30.07	Stage 3 and Stage 4 Checklists - Combined	Assumes that the Stage 3 and Stage 4 Checklist will need to be completed for the City of Missoula. Time included to complete these 2 checklist and submit to the City for their review and approval. Assumes this will be done concurrently within the same submittal.	\$ 1,040.00		

30.08	Stage 4 Engineers Estimate	Based on Stage 3 design and quantities, IMEG will prepare an Engineer's Estimate based on historic bid prices. This estimate to be submitted at Stage 3 and then based on any Stage 3 comments will be revised as part of Stage 4 and Bidding estimates in Phase 40 below.	\$ 1,885.00		
30.09	Phase 30 Exceptions	Unless a service is listed in the Scope of Services (Scope), it should be assumed that the service is not included at this time. If additional services which are not listed in the Scope are identified or desired, an amendment to the Scope will be necessary.	\$ -		
Phase 30 - Total			\$ 7,335.00	\$ -	\$ -
Phase 40 - Bidding / Negotiation					
Item No.	Description	Scope	IMEG Services	Included Survey Units	Reimbursable Expenses
40.01	Project Management	IMEG project meetings, schedule, and project coordination associated with this portion of work.	\$ 735.00		
40.02	Contract Documents and Specifications	Assumes QuestCDN will be used for bidding. IMEG will prepare a Project Manual with Contract Documents and Specifications. The contract documents will be appropriately formatted for the project funding source and will integrate the City of Missoula Project Special Conditions and applicable contract forms. The Contract Documents will include the following sections: Invitation to Bid, Instructions to Bidders, Acknowledgment of Receipt of Addendum, Bid Form and Unit Price Schedule, Bid Bond, Notice of Award, Agreement, Payment and Performance Bonds, Notice to Proceed, Change Order Form, Application for Payment Form, Certificate of Completion Form, General Conditions, Supplementary Conditions, Wage Rates, EEO Requirement Provisions, City of Missoula Special Provisions, and IMEG Special Provisions. The contract documents will also include the Final Construction Drawings.	\$ 3,830.00		
40.03	Bidding Assistance	IMEG will coordinate bid advertisement and bid solicitation with Mountain Line. Answer bidder's questions and attend pre-bid meeting to present project to interested contractors. Assist with bid opening, review of bids and bid bond for compliance with specifications, prepare bid tabulation for review, and provide recommendation for award. Assumes Mountain Line will pay for Bid Advertisement directly.	\$ 3,865.00		
Phase 40 - Total			\$ 8,430.00	\$ -	\$ -
Phase 80 - Survey					
Item No.	Description	Scope	IMEG Services	Included Survey Units	Reimbursable Expenses
80.01	R/W Survey & Utility/Topographic Mapping - 6 Sites	THIS IS FOR THE 6 STOPS THAT WILL NEED ACTUAL DESIGN WORK THAT WILL REQUIRE CONCRETE AND GRADING PLANS. OTHER SITES THAT JUST NEED NEW SIGNS AND AMENITIES WILL NOT BE SURVYED. IMEG to call in a new utility ticket to determine if any new utilities have been placed in the corridor. IMEG will request a utility locate five business days prior to the survey crew being on site. The visible, above ground utilities and respective underground utility locations will be tied by the survey crew for future placement on to the site map. Time included for a drafter to reduce the mapping into a site map. IMEG survey crews will visit the site and tie structures, improvements, cultural features and ground elevations sufficient to create an accurate map of the site. Contours will be generated at one-foot intervals based upon the collected data, creating a surface suitable for design. Cultural features include, but are not limited to: mail boxes, utility lines, fences, power poles, wells, trees, pathways, driveways and signs. Mapping will be completed and referenced to the Montana State Plane coordinate system and the vertical datum will be referenced to NAVD88. In addition to topographic features, limited R/W ties will be made to existing monumentation & surveys/plats of record. Mapping information will be depicted in relation to the R/W. Survey control will also be placed in areas out of the construction area that can be used during the construction staking phase of the project. Assumes 2 days of survey crew field work.	\$ 3,550.00	\$ 300.00	
80.02	General Site Visit	Project Engineer shall walk site to get general understanding of topography and existing features. Become familiar with the previously unidentified potential challenges to the project and take photos of the site. This info will be used to assist the survey crew in gathering pertinent data.	\$ 260.00		
Phase 80 - Total			\$ 3,810.00	\$ 300.00	\$ -

			IMEG Services	Included Survey Units	Reimbursable Expenses
		Item No. - Description			
		Phase 10 - Schematic Design - Stage 2	\$ 5,100.00	\$ -	\$ -
		Phase 30 - Civil Construction Documents - Stage 3 & 4	\$ 7,335.00	\$ -	\$ -
		Phase 40 - Bidding / Negotiation	\$ 8,430.00	\$ -	\$ -
		Phase 80 - Survey	\$ 3,810.00	\$ 300.00	\$ -
		Total Consulting and Expenses	\$ 24,675.00	\$ 300.00	\$ -
		Total Estimate including Reimbursable Expense 10% Mark Up	\$24,975.00		



Exhibit A. Consulting Scope of Services & Cost Estimate

PROJECT NAME:			DATE:		10/6/2025
Phase 10 - Schematic Design - Stage 2					
Item No.	Description	Scope	IMEG Services	Included Survey Units	Reimbursable Expenses
10.01	Project Management	IMEG project meetings, schedule, and project coordination associated with this portion of work.	\$ 490.00		
10.02	Preliminary Alignments - Stage 2	IMEG will utilize mapping and boundary to draft in the preliminary curb and sidewalk alignments and creation of a Stage 2 plan set. Alignments will be developed in coordination with Mountain Line and City Engineering staff. The sidewalk will be analyzed for any potential conflicts with utilities and encroachments. Conceptual design drawings will be completed for discussion purposes.	\$ 7,060.00		
10.03	Coordination with Reviewing Authority	IMEG will meet with Mountain Line and City Engineering to review the preliminary curb and sidewalk alignment. The approved alignments will be used below for curb and sidewalk designs.	\$ 245.00		
10.04	Property Owner Meetings	Assumes that Mountain Line will handle this aspect of the project and that no IMEG services are necessary.	\$ -		
10.05	Phase 10 Exceptions	Unless a service is listed in the Scope of Services (Scope), it should be assumed that the service is not included at this time. If additional services which are not listed in the Scope are identified or desired, an amendment to the Scope will be necessary and can be provided along with the appropriate financial adjustment.	\$ -		
Phase 10 - Total			\$ 7,795.00	\$ -	\$ -
Phase 30 - Civil Construction Documents - Stage 3 & 4					
Item No.	Description	Scope	IMEG Services	Included Survey Units	Reimbursable Expenses
30.01	Project Management	IMEG project meetings, schedule, and project coordination associated with this portion of work.	\$ 490.00		
30.02	Prepare Curb & Sidewalk Designs - Combined Stage 3 & 4 Designs	IMEG will coordinate all designs under the guidance of the Project Manager. Assumes no new curb will be required for these stops and work will only be new concrete pads. All sidewalks will be designed to meet ADA regulations and all pad design and improvements will be coordinated through City Engineering in conformance with City Standard Details and Specifications as well as Mountain Line Standard Drawings.	\$ 7,650.00		
30.03	Review of Plans and Client Meetings	The City will be provided with a set of plans, specifications, and an engineer's estimate when designs are at 90% completion for review. A meeting will be held with the City to discuss any identified concerns or questions. It is assumed that if issues arise during design development, IMEG will meet with the City to solicit their opinion for a solution. Time included for plan revisions based on City comments.	\$ 245.00		
30.04	City Drainage Forms	Assumes storm drainage report is not needed and no new dry wells will be needed. Time included to complete Storm Water Site Evaluation Form, EPA Dry Well Inventory, City Dry Well Approval, Post- Construction Inspection Frequency forms.. Assumes Contractor will pull DEQ and City SWPPP, however plan set will include generic SWPPP sheet that will be suitable for a DEQ submission but Contractor can modify as they see fit.	\$ 390.00		
30.05	MDT Encroachment Permit	Assumes not needed for this project as proposed sites are not on MDT routes.	\$ -		
30.06	Right-of-Way & Easement Acquisition	Assumes not needed as part of this project.	\$ -		
30.07	Stage 3 and Stage 4 Checklists - Combined	Assumes that the Stage 3 and Stage 4 Checklist will need to be completed for the City of Missoula. Time included to complete these 2 checklist and submit to the City for their review and approval. Assumes this will be done concurrently within the same submittal.	\$ 1,300.00		
30.08	Stage 4 Engineers Estimate	Based on Stage 3 design and quantities, IMEG will prepare an Engineer's Estimate based on historic bid prices. This estimate to be submitted at Stage 3 and then based on any Stage 3 comments will be revised as part of Stage 4 and Bidding estimates in Phase 40 below.	\$ 3,890.00		

30.09	Phase 30 Exceptions	Unless a service is listed in the Scope of Services (Scope), it should be assumed that the service is not included at this time. If additional services which are not listed in the Scope are identified or desired, an amendment to the Scope will be necessary.	\$ -		
Phase 30 - Total			\$ 13,965.00	\$ -	\$ -
Phase 40 - Bidding / Negotiation					
Item No.	Description	Scope	IMEG Services	Included Survey Units	Reimbursable Expenses
40.01	Project Management	IMEG project meetings, schedule, and project coordination associated with this portion of work.	\$ 735.00		
40.02	Contract Documents and Specifications	Assumes QuestCDN will be used for bidding. IMEG will prepare a Project Manual with Contract Documents and Specifications. The contract documents will be appropriately formatted for the project funding source and will integrate the City of Missoula Project Special Conditions and applicable contract forms. The Contract Documents will include the following sections: Invitation to Bid, Instructions to Bidders, Acknowledgment of Receipt of Addendum, Bid Form and Unit Price Schedule, Bid Bond, Notice of Award, Agreement, Payment and Performance Bonds, Notice to Proceed, Change Order Form, Application for Payment Form, Certificate of Completion Form, General Conditions, Supplementary Conditions, Wage Rates, EEO Requirement Provisions, City of Missoula Special Provisions, and IMEG Special Provisions. The contract documents will also include the Final Construction Drawings.	\$ 3,830.00		
40.03	Bidding Assistance	IMEG will coordinate bid advertisement and bid solicitation with Mountain Line. Answer bidder's questions and attend pre-bid meeting to present project to interested contractors. Assist with bid opening, review of bids and bid bond for compliance with specifications, prepare bid tabulation for review, and provide recommendation for award. Assumes Mountain Line will pay for Bid Advertisement directly.	\$ 3,865.00		
Phase 40 - Total			\$ 8,430.00	\$ -	\$ -
Phase 80 - Survey					
Item No.	Description	Scope	IMEG Services	Included Survey Units	Reimbursable Expenses
80.01	R/W Survey & Utility/Topographic Mapping - 12 Sites	THIS IS BASED ON MUTD PROVIDED EXHIBIT THAT SHOWS 12 NEW STOPS TO BE DESIGNED ALONG ENGLAND AND GEORGE ELMER. IMEG to call in a new utility ticket to determine if any new utilities have been placed in the corridor. IMEG will request a utility locate five business days prior to the survey crew being on site. The visible, above ground utilities and respective underground utility locations will be tied by the survey crew for future placement on to the site map. Time included for a drafter to reduce the mapping into a site map. IMEG survey crews will visit the site and tie structures, improvements, cultural features and ground elevations sufficient to create an accurate map of the site. Contours will be generated at one-foot intervals based upon the collected data, creating a surface suitable for design. Cultural features include, but are not limited to: mail boxes, utility lines, fences, power poles, wells, trees, pathways, driveways and signs. Mapping will be completed and referenced to the Montana State Plane coordinate system and the vertical datum will be referenced to NAVD88. In addition to topographic features, limited R/W ties will be made to existing monumentation & surveys/plats of record. Mapping information will be depicted in relation to the R/W. Survey control will also be placed in areas out of the construction area that can be used during the construction staking phase of the project. Assumes 4 days of survey crew field work.	\$ 9,810.00	\$ 600.00	
80.02	General Site Visit	Project Engineer shall walk site to get general understanding of topography and existing features. Become familiar with the previously unidentified potential challenges to the project and take photos of the site. This info will be used to assist the survey crew in gathering pertinent data.	\$ 390.00		
Phase 80 - Total			\$ 10,200.00	\$ 600.00	\$ -

			IMEG Services	Included Survey Units	Reimbursable Expenses
		Item No. - Description			
		Phase 10 - Schematic Design - Stage 2	\$ 7,795.00	\$ -	\$ -
		Phase 30 - Civil Construction Documents - Stage 3 & 4	\$ 13,965.00	\$ -	\$ -
		Phase 40 - Bidding / Negotiation	\$ 8,430.00	\$ -	\$ -
		Phase 80 - Survey	\$ 10,200.00	\$ 600.00	\$ -
		Total Consulting and Expenses	\$ 40,390.00	\$ 600.00	\$ -
		Total Estimate including Reimbursable Expense 10% Mark Up		\$40,990.00	



Exhibit A. Consulting Scope of Services & Cost Estimate

PROJECT NAME:			DATE:		
MUTD 2025 Bus Stop Improvements			6/11/2025		
Phase 10 - Schematic Design - Stage 2					
Item No.	Description	Scope	IMEG Services	Included Survey Units	Reimbursable Expenses
10.01	Project Management	IMEG project meetings, schedule, and project coordination associated with this portion of work.	\$ 245.00		
10.02	Preliminary Alignments - Stage 2	IMEG will utilize mapping and boundary to draft in the preliminary curb and sidewalk alignments and creation of a Stage 2 plan set. Alignments will be developed in coordination with Mountain Line and City Engineering staff. The sidewalk will be analyzed for any potential conflicts with utilities and encroachments. Conceptual design drawings will be completed for discussion purposes. Assumes Cregg Lane and Wyoming (Sawmill, Moose Creek, Elections Office) will only have schematic plans laid over an aerial and no features will be necessary.	\$ 4,610.00		
10.03	Coordination with Reviewing Authority	IMEG will meet with Mountain Line and City Engineering to review the preliminary curb and sidewalk alignment. The approved alignments will be used below for curb and sidewalk designs.	\$ 245.00		
10.04	Property Owner Meetings	Assumes that Mountain Line will handle this aspect of the project and that no IMEG services are necessary.	\$ -		
10.05	Phase 10 Exceptions	Unless a service is listed in the Scope of Services (Scope), it should be assumed that the service is not included at this time. If additional services which are not listed in the Scope are identified or desired, an amendment to the Scope will be necessary and can be provided along with the appropriate financial adjustment.	\$ -		
Phase 10 - Total			\$ 5,100.00	\$ -	\$ -
Phase 30 - Civil Construction Documents - Stage 3 & 4					
Item No.	Description	Scope	IMEG Services	Included Survey Units	Reimbursable Expenses
30.01	Project Management	IMEG project meetings, schedule, and project coordination associated with this portion of work.	\$ 490.00		
30.02	Prepare Curb & Sidewalk Designs - Combined Stage 3 & 4 Designs	IMEG will coordinate all designs under the guidance of the Project Manager. Assumes no new curb will be required for these stops and work will only be new concrete pads. All sidewalks will be designed to meet ADA regulations and all pad design and improvements will be coordinated through City Engineering in conformance with City Standard Details and Specifications as well as Mountain Line Standard Drawings.	\$ 3,415.00		
30.03	Review of Plans and Client Meetings	The City will be provided with a set of plans, specifications, and an engineer's estimate when designs are at 90% completion for review. A meeting will be held with the City to discuss any identified concerns or questions. It is assumed that if issues arise during design development, IMEG will meet with the City to solicit their opinion for a solution. Time included for plan revisions based on City comments.	\$ 245.00		
30.04	City Drainage Forms	Assumes storm drainage report is not needed as location is within "infiltration exemption area". Assumes that any new dry wells will have a maximum 8,000 SF associated with them for design purposes. Time included to complete Storm Water Site Evaluation Form, EPA Dry Well Inventory, City Dry Well Approval, Post-Construction Inspection Frequency forms. Assumes Contractor at time of permitting will pay for dry well permits but IMEG to complete forms prior. Assumes Contractor will pull DEQ and City SWPPP, however plan set will include generic SWPPP sheet that will be suitable for a DEQ submission but Contractor can modify as they see fit.	\$ 260.00		
30.05	MDT Encroachment Permit	Assumes not needed for this project as proposed sites are not on MDT routes.	\$ -		
30.06	Right-of-Way & Easement Acquisition	Assumes not needed as part of this project.	\$ -		
30.07	Stage 3 and Stage 4 Checklists - Combined	Assumes that the Stage 3 and Stage 4 Checklist will need to be completed for the City of Missoula. Time included to complete these 2 checklist and submit to the City for their review and approval. Assumes this will be done concurrently within the same submittal.	\$ 1,040.00		

30.08	Stage 4 Engineers Estimate	Based on Stage 3 design and quantities, IMEG will prepare an Engineer's Estimate based on historic bid prices. This estimate to be submitted at Stage 3 and then based on any Stage 3 comments will be revised as part of Stage 4 and Bidding estimates in Phase 40 below.	\$ 1,885.00		
30.09	Phase 30 Exceptions	Unless a service is listed in the Scope of Services (Scope), it should be assumed that the service is not included at this time. If additional services which are not listed in the Scope are identified or desired, an amendment to the Scope will be necessary.	\$ -		
Phase 30 - Total			\$ 7,335.00	\$ -	\$ -
Phase 40 - Bidding / Negotiation					
Item No.	Description	Scope	IMEG Services	Included Survey Units	Reimbursable Expenses
40.01	Project Management	IMEG project meetings, schedule, and project coordination associated with this portion of work.	\$ 735.00		
40.02	Contract Documents and Specifications	Assumes QuestCDN will be used for bidding. IMEG will prepare a Project Manual with Contract Documents and Specifications. The contract documents will be appropriately formatted for the project funding source and will integrate the City of Missoula Project Special Conditions and applicable contract forms. The Contract Documents will include the following sections: Invitation to Bid, Instructions to Bidders, Acknowledgment of Receipt of Addendum, Bid Form and Unit Price Schedule, Bid Bond, Notice of Award, Agreement, Payment and Performance Bonds, Notice to Proceed, Change Order Form, Application for Payment Form, Certificate of Completion Form, General Conditions, Supplementary Conditions, Wage Rates, EEO Requirement Provisions, City of Missoula Special Provisions, and IMEG Special Provisions. The contract documents will also include the Final Construction Drawings.	\$ 3,830.00		
40.03	Bidding Assistance	IMEG will coordinate bid advertisement and bid solicitation with Mountain Line. Answer bidder's questions and attend pre-bid meeting to present project to interested contractors. Assist with bid opening, review of bids and bid bond for compliance with specifications, prepare bid tabulation for review, and provide recommendation for award. Assumes Mountain Line will pay for Bid Advertisement directly.	\$ 3,865.00		
Phase 40 - Total			\$ 8,430.00	\$ -	\$ -
Phase 80 - Survey					
Item No.	Description	Scope	IMEG Services	Included Survey Units	Reimbursable Expenses
80.01	R/W Survey & Utility/Topographic Mapping - 6 Sites	THIS IS FOR THE 6 STOPS THAT WILL NEED ACTUAL DESIGN WORK THAT WILL REQUIRE CONCRETE AND GRADING PLANS. OTHER SITES THAT JUST NEED NEW SIGNS AND AMENITIES WILL NOT BE SURVYED. IMEG to call in a new utility ticket to determine if any new utilities have been placed in the corridor. IMEG will request a utility locate five business days prior to the survey crew being on site. The visible, above ground utilities and respective underground utility locations will be tied by the survey crew for future placement on to the site map. Time included for a drafter to reduce the mapping into a site map. IMEG survey crews will visit the site and tie structures, improvements, cultural features and ground elevations sufficient to create an accurate map of the site. Contours will be generated at one-foot intervals based upon the collected data, creating a surface suitable for design. Cultural features include, but are not limited to: mail boxes, utility lines, fences, power poles, wells, trees, pathways, driveways and signs. Mapping will be completed and referenced to the Montana State Plane coordinate system and the vertical datum will be referenced to NAVD88. In addition to topographic features, limited R/W ties will be made to existing monumentation & surveys/plats of record. Mapping information will be depicted in relation to the R/W. Survey control will also be placed in areas out of the construction area that can be used during the construction staking phase of the project. Assumes 2 days of survey crew field work.	\$ 3,550.00	\$ 300.00	
80.02	General Site Visit	Project Engineer shall walk site to get general understanding of topography and existing features. Become familiar with the previously unidentified potential challenges to the project and take photos of the site. This info will be used to assist the survey crew in gathering pertinent data.	\$ 260.00		
Phase 80 - Total			\$ 3,810.00	\$ 300.00	\$ -

			IMEG Services	Included Survey Units	Reimbursable Expenses
		Item No. - Description			
		Phase 10 - Schematic Design - Stage 2	\$ 5,100.00	\$ -	\$ -
		Phase 30 - Civil Construction Documents - Stage 3 & 4	\$ 7,335.00	\$ -	\$ -
		Phase 40 - Bidding / Negotiation	\$ 8,430.00	\$ -	\$ -
		Phase 80 - Survey	\$ 3,810.00	\$ 300.00	\$ -
		Total Consulting and Expenses	\$ 24,675.00	\$ 300.00	\$ -
		Total Estimate including Reimbursable Expense 10% Mark Up	\$24,975.00		



5. England at George Elmer Inbound

2. England at Flynn Outbound

1. England at Flynn Inbound

4. England at Dougherty Outbound

3. England at Dougherty Inbound

7. George Elmer at McNett Flats Inbound

9. George Elmer at McNett Flats Inbound

6. George Elmer at England Outbound

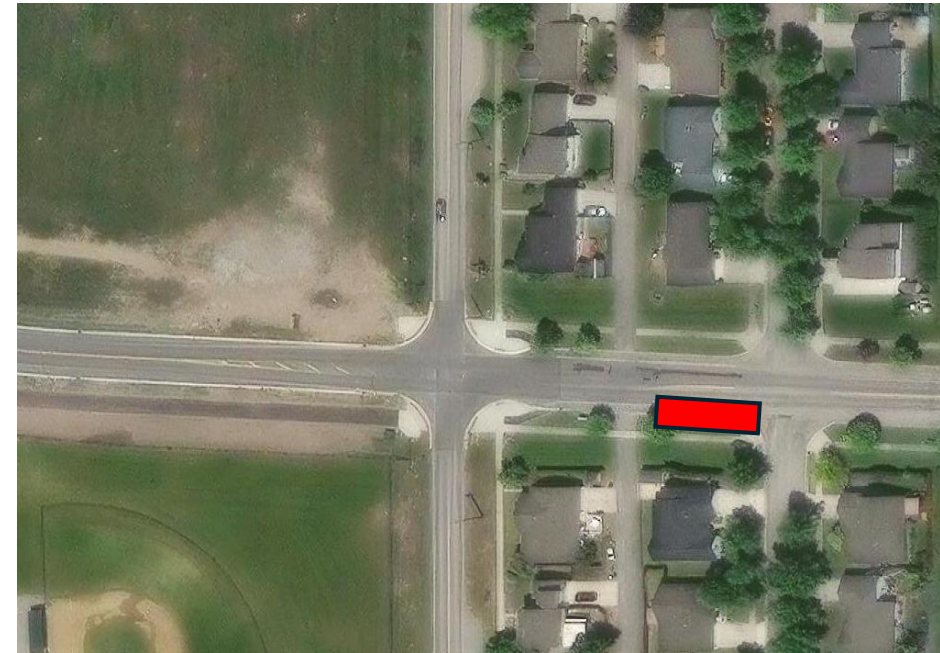
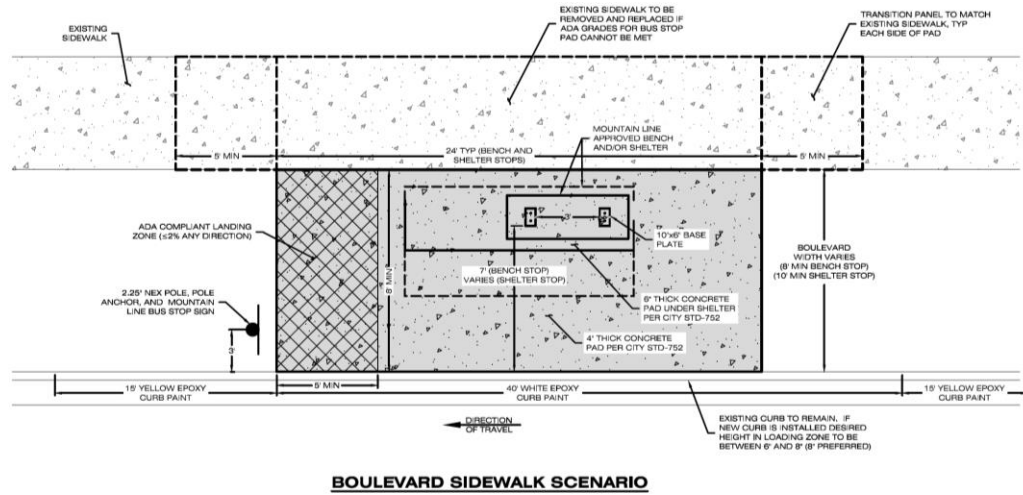
8. George Elmer at McNett Flats Outbound

10. George Elmer at 44 Ranch Outbound

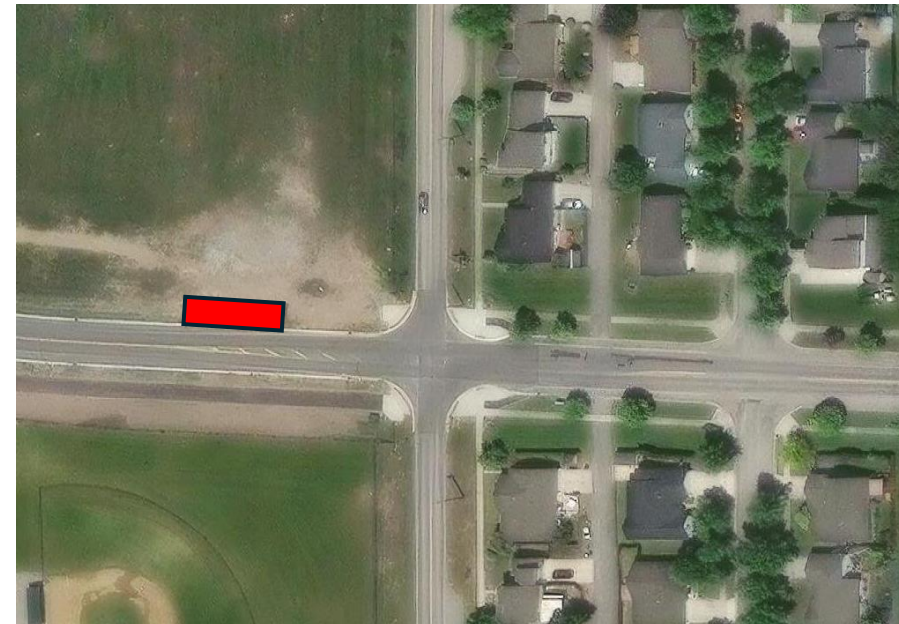
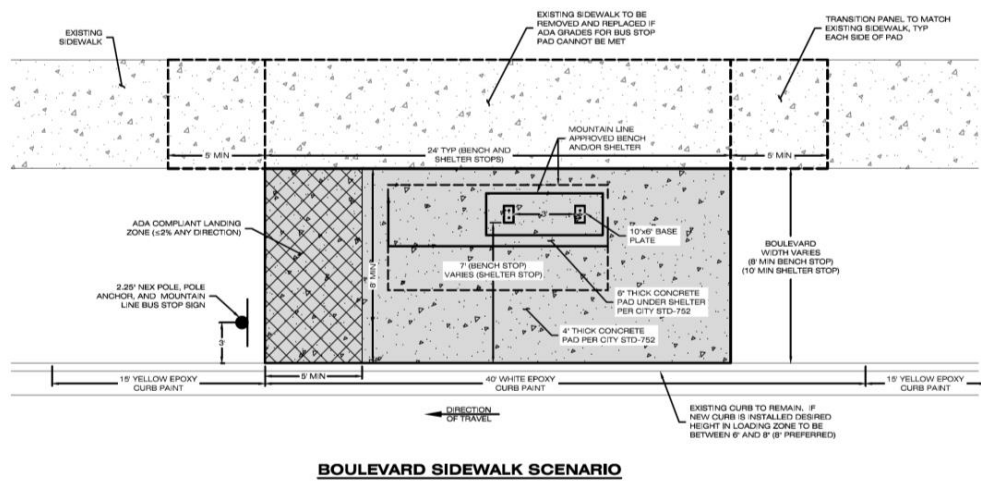
12. George Elmer at Heron's Landing Outbound

11. George Elmer at Heron's Landing Inbound

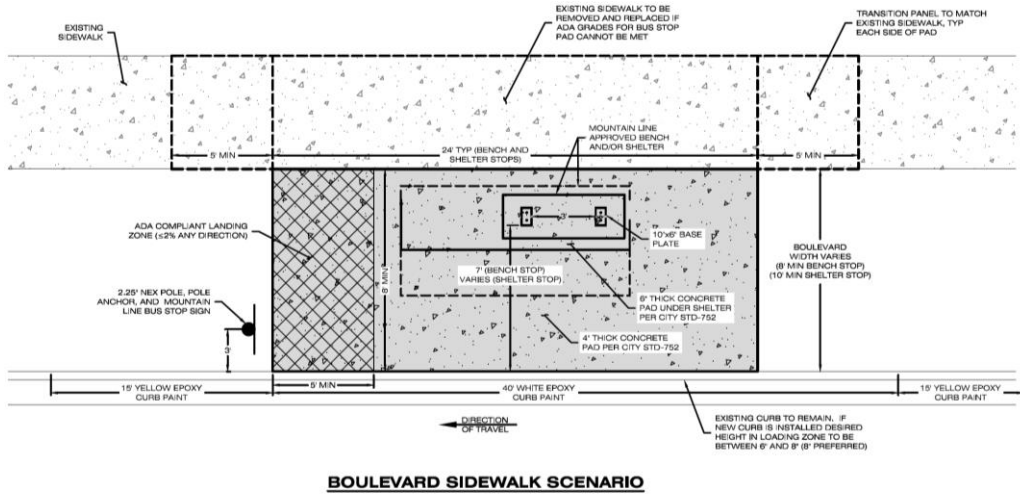
1. England at Flynn Inbound



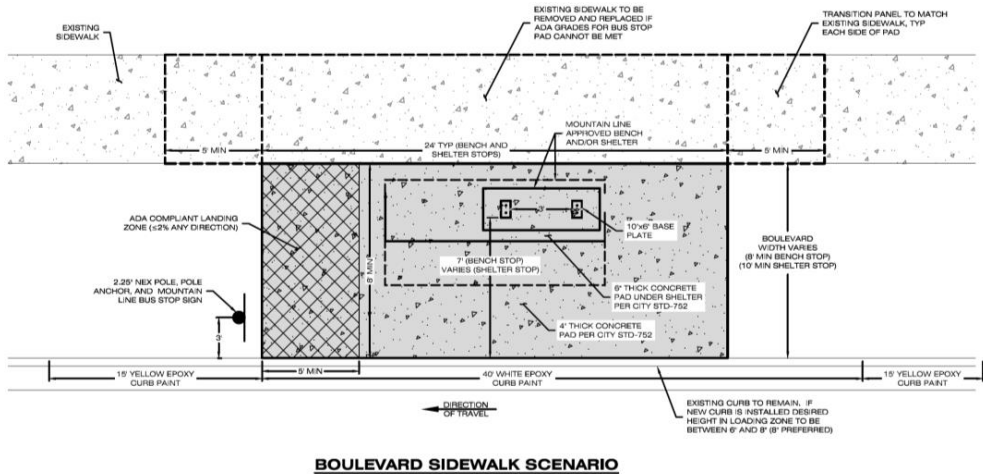
2. England at Flynn Outbound



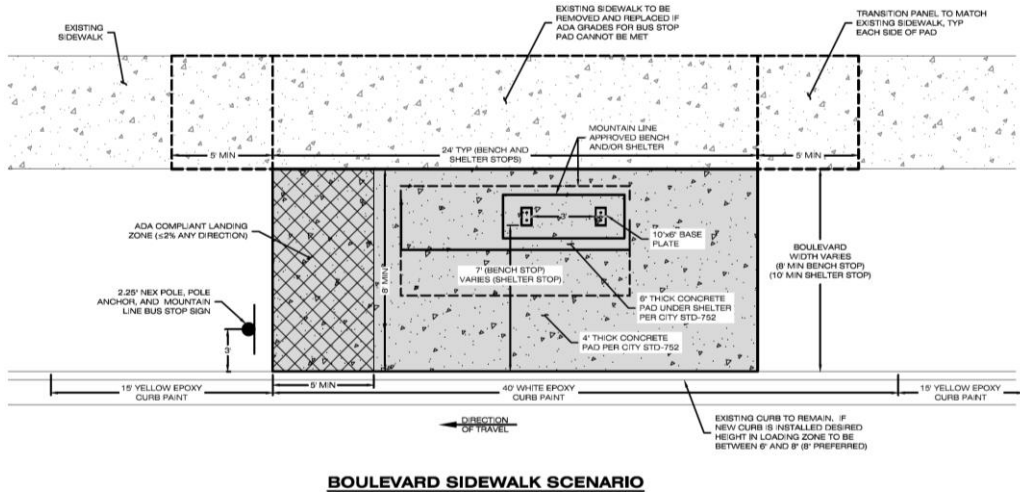
3. England at Dougherty Inbound



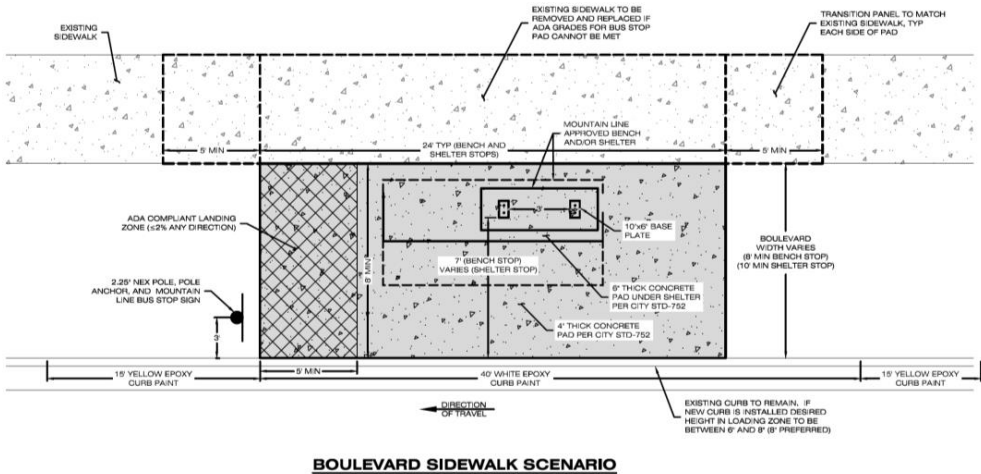
4. England at Dougherty Outbound



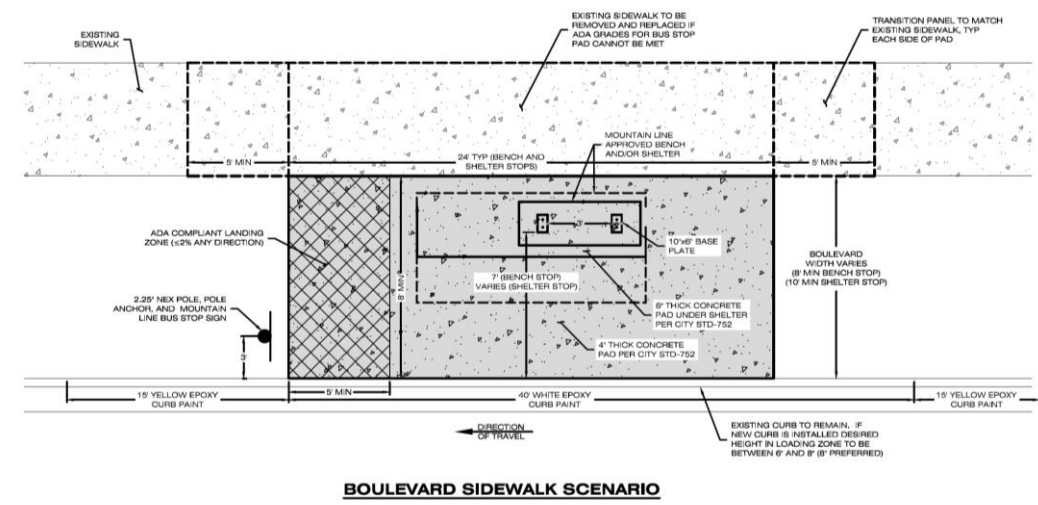
5. England at George Elmer Inbound



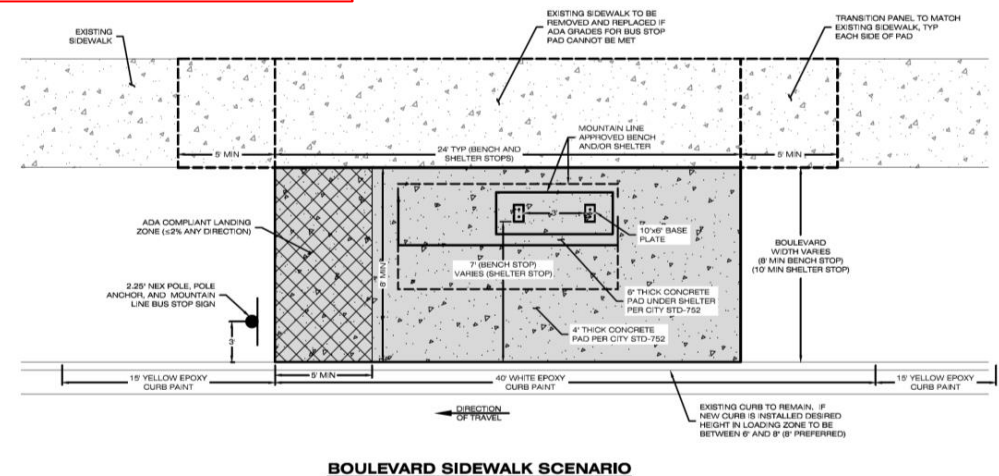
6. George Elmer at England Outbound



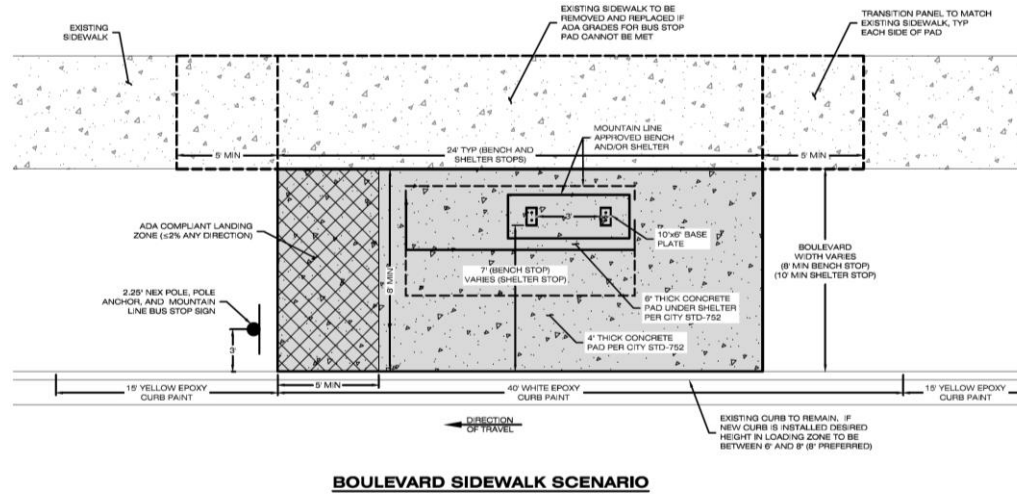
7. George Elmer at
McNett Flats Inbound



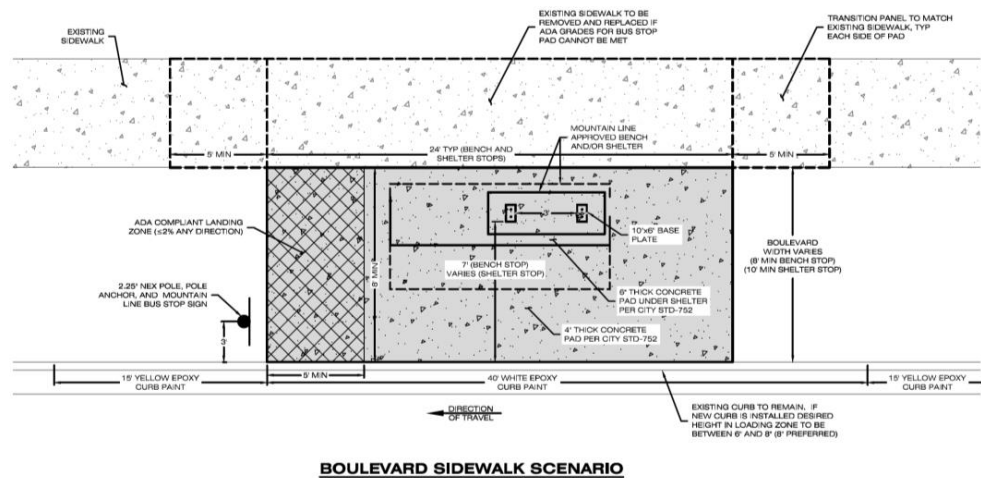
8. George Elmer at
McNett Flats Outbound



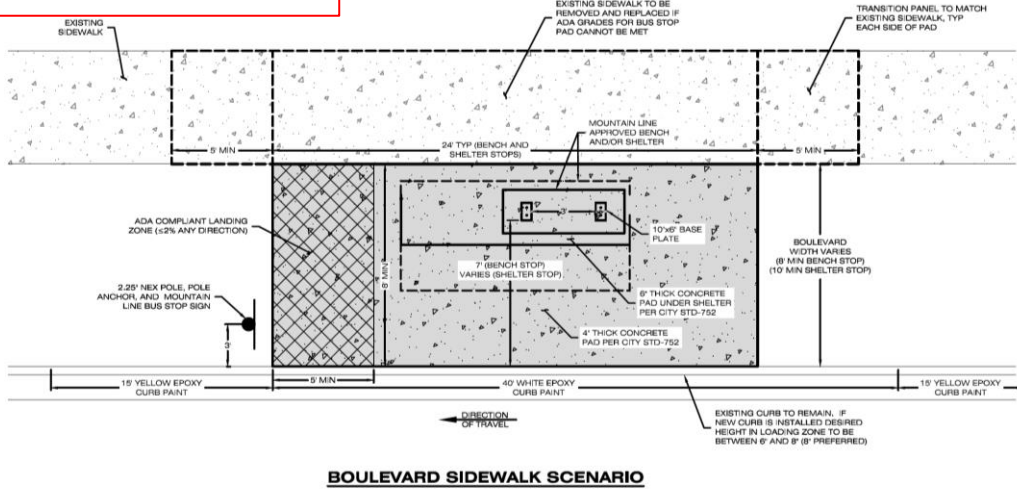
9. George Elmer at 44 Ranch Inbound



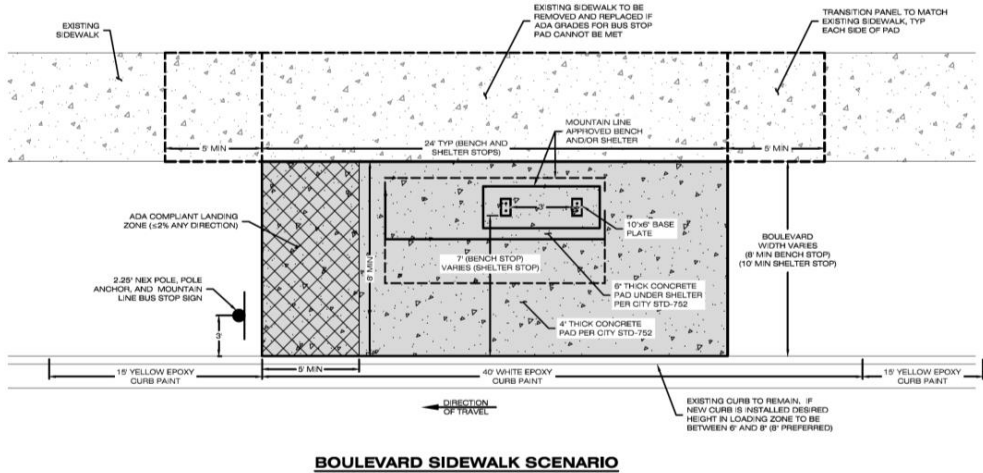
10. George Elmer at 44 Ranch Outbound

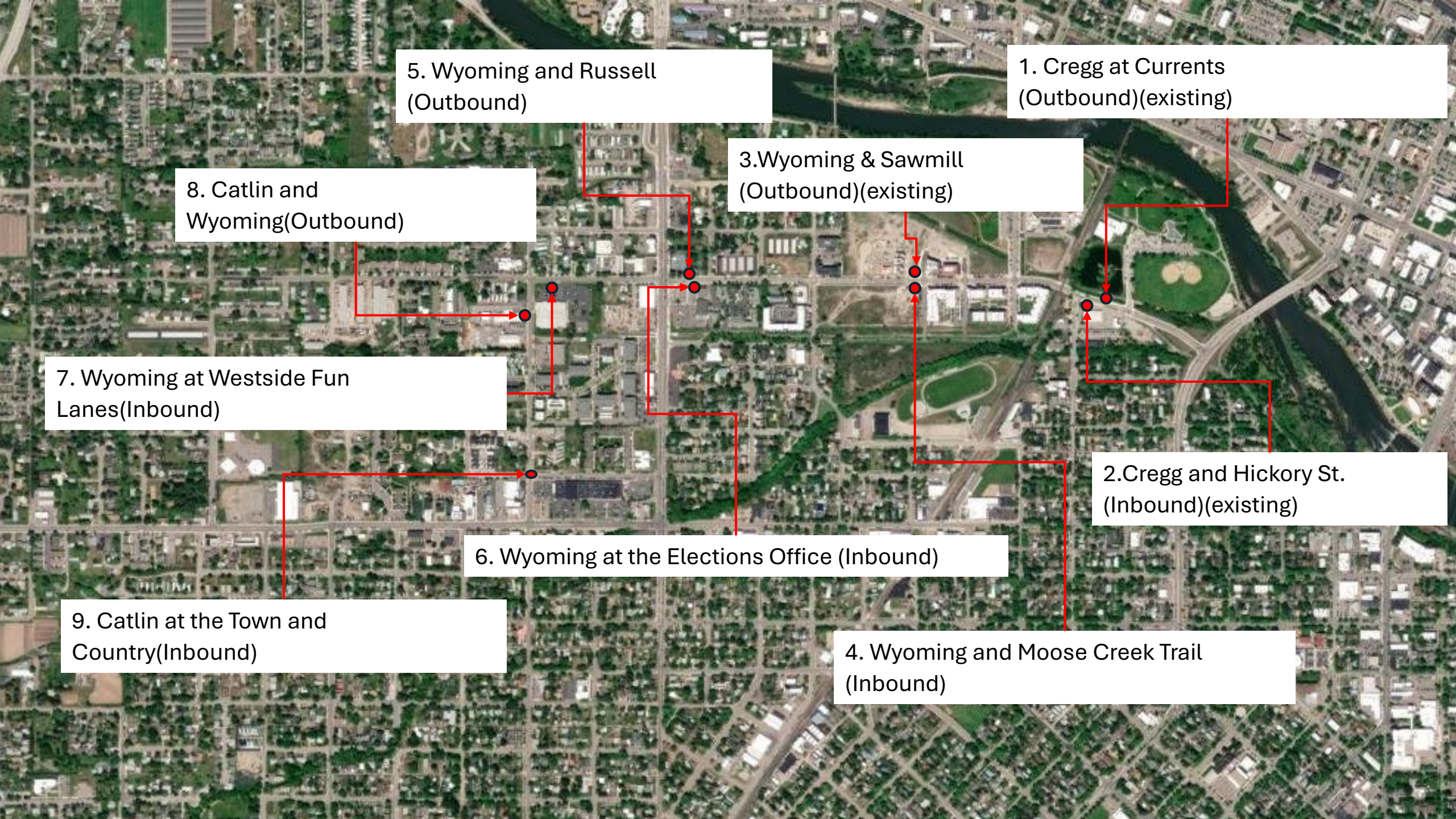


11. George Elmer at
Heron's Landing
Inbound



12. George Elmer at
Heron's Landing
Outbound





1. Cregg at Currents
(Outbound)(existing)

3.Wyoming & Sawmill
(Outbound)(existing)

5. Wyoming and Russell
(Outbound)

8. Catlin and
Wyoming(Outbound)

7. Wyoming at Westside Fun
Lanes(Inbound)

2.Cregg and Hickory St.
(Inbound)(existing)

6. Wyoming at the Elections Office (Inbound)

9. Catlin at the Town and
Country(Inbound)

4. Wyoming and Moose Creek Trail
(Inbound)



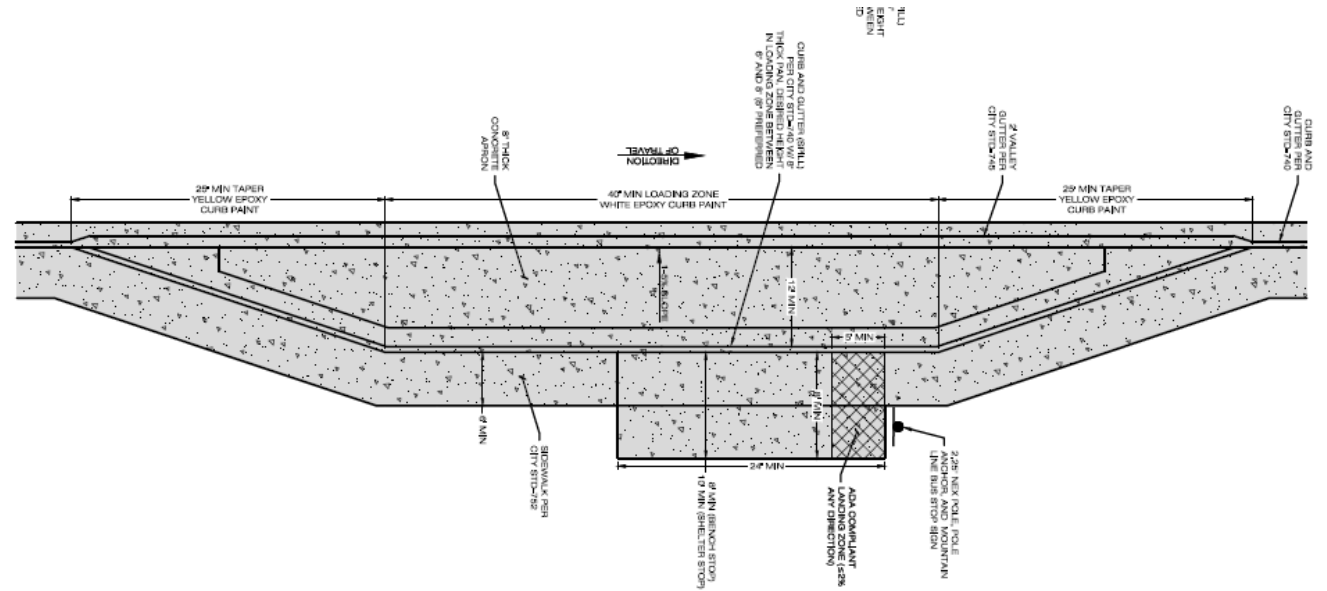
10. Canterbury and Mary Jane

11. England and Pleasant View

1. Cregg at Currents (Outbound)(existing)

- Existing
- Shelter if there is room
 - Bench if not

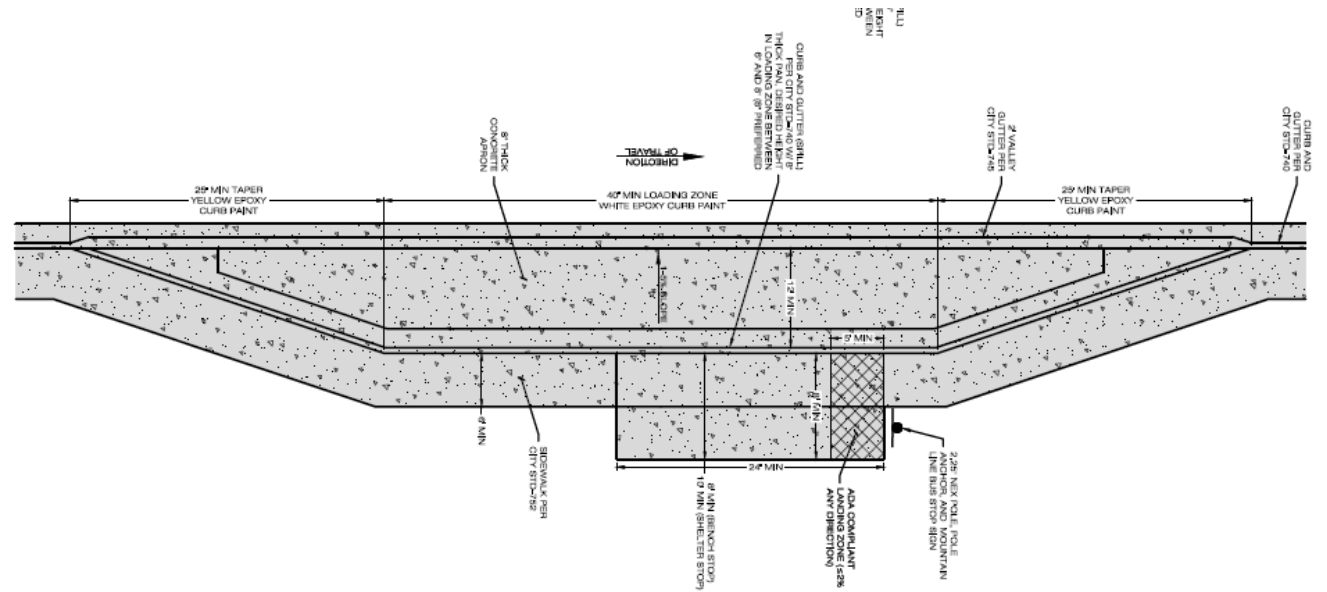
CURBSIDE SIDEWALK



2. Cregg and Hickory St. (Inbound)(existing)

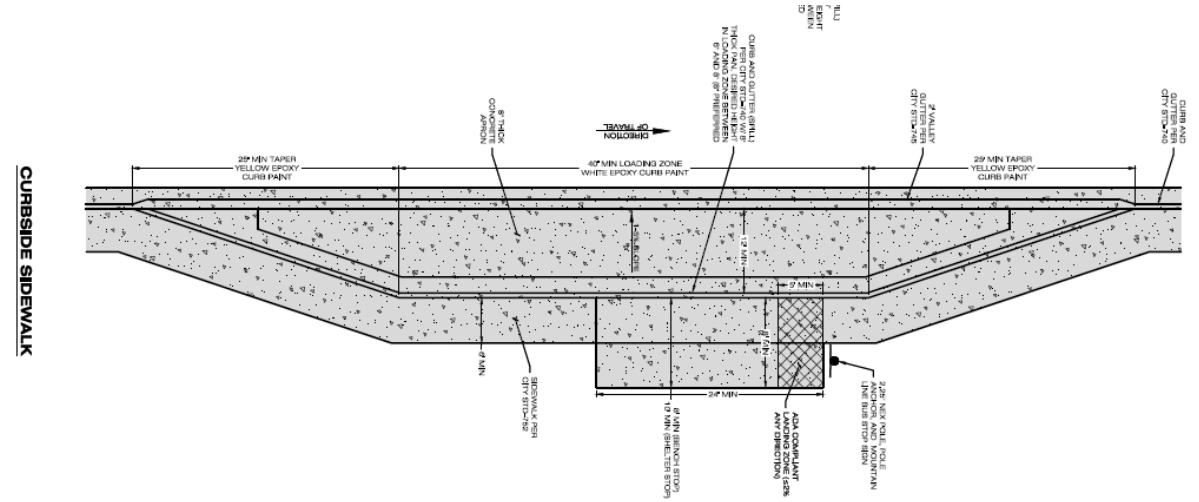
- Existing
- Shelter if there is room
 - Bench if not

CURBSIDE SIDEWALK



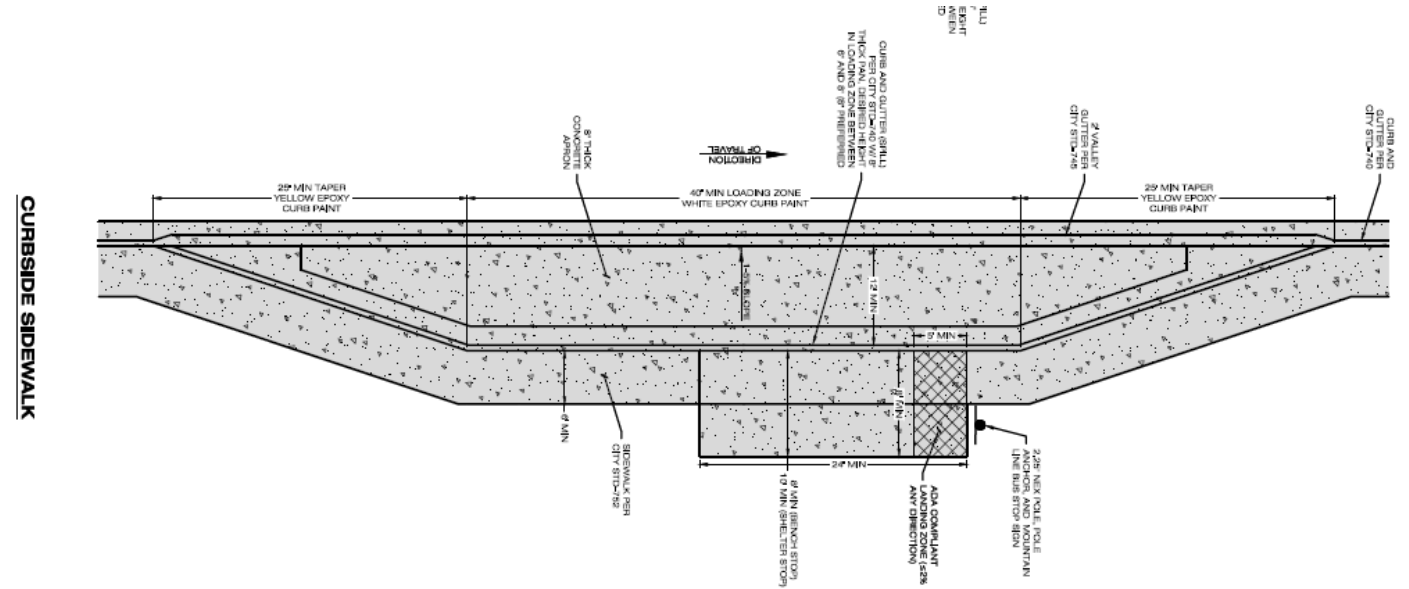
3. Wyoming & Sawmill (Outbound)(existing)

- Existing
- Shelter if there is room
 - Bench if not



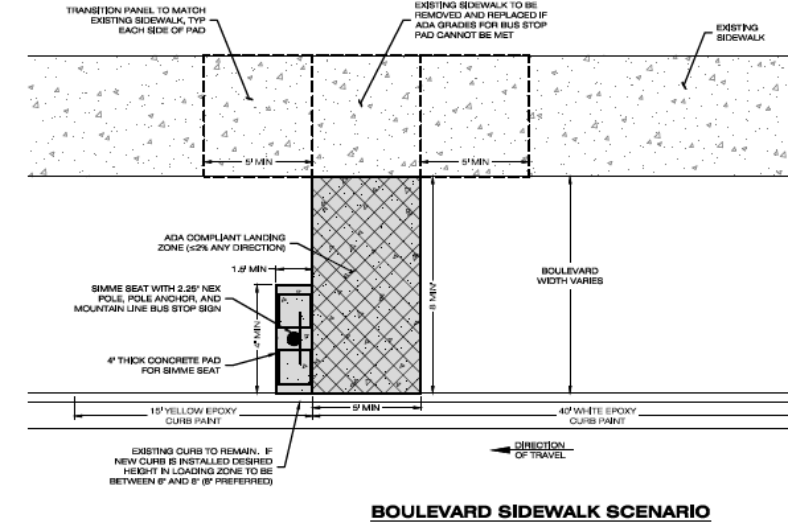
4. Wyoming and Moose Creek Trail (Inbound)

- Existing
- Shelter if there is room
 - Bench if not



5. Wyoming and Russel Outbound

- Boulevard Stop
- Simme Seat



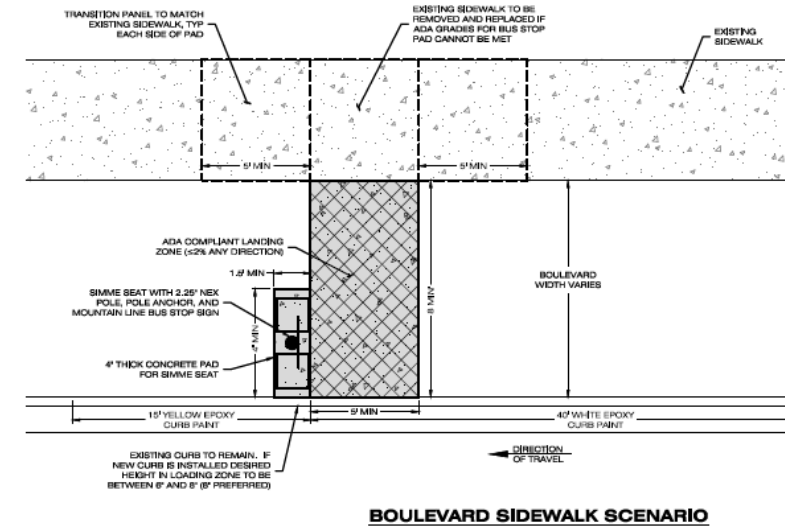
6. Wyoming at the Elections Office (Inbound)

- Existing
- Existing Bench
- No work



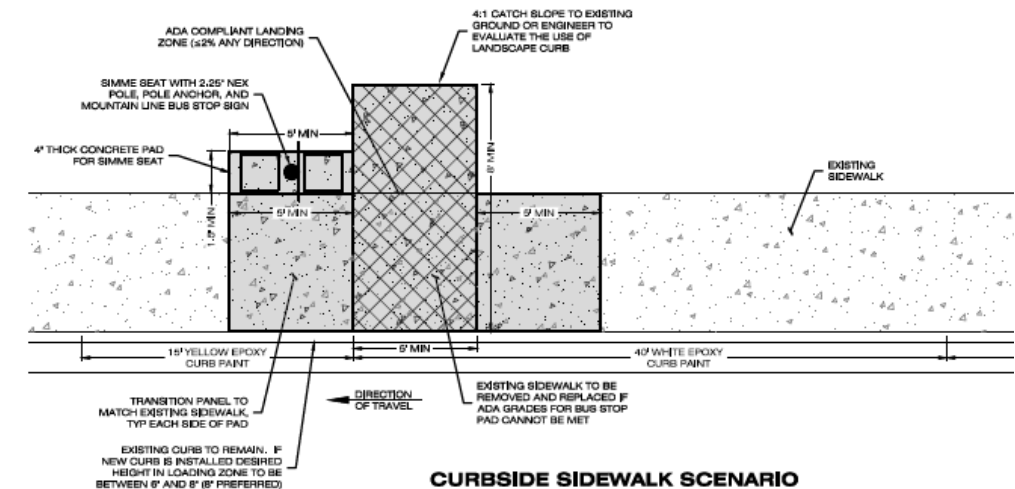
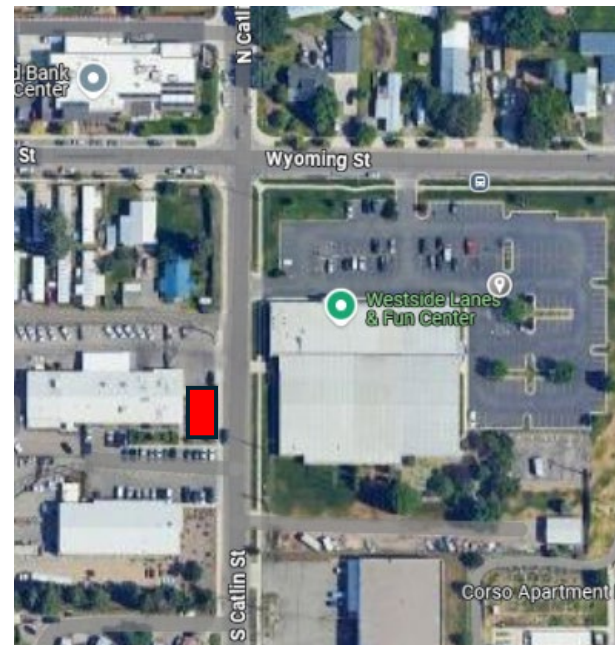
7. Wyoming and Catlin (Inbound)

- Boulevard Stop
- Simme Seat



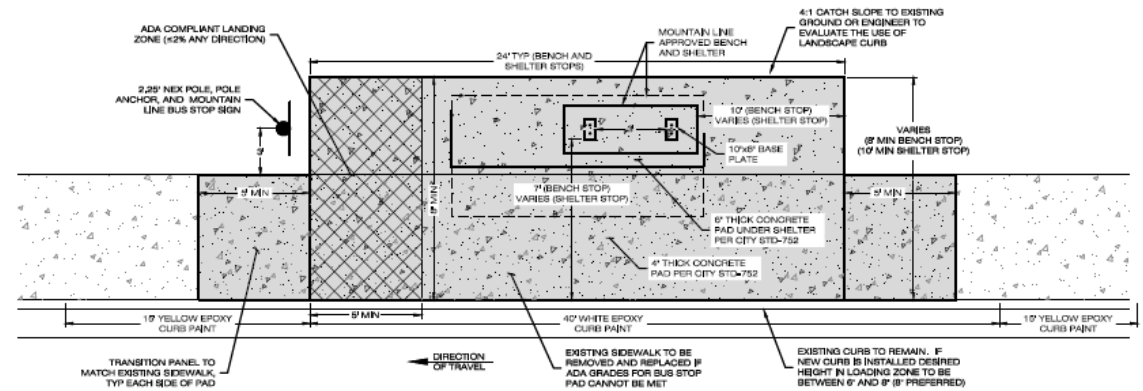
8. Catlin and Wyoming(outbound)

- Curbside stop in front of PD
- Simme Seat



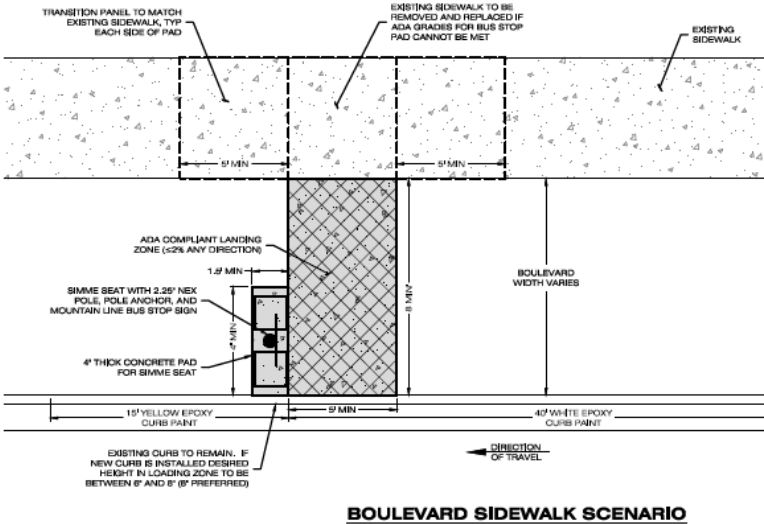
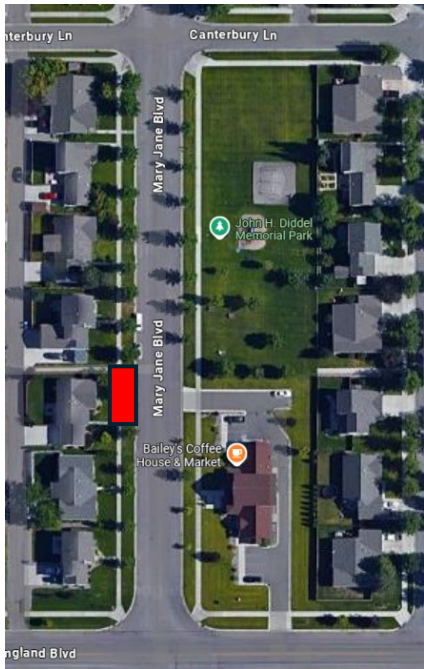
9. Catlin at TNC

- Curbside stop
- Shelter Stop



CURBSIDE SIDEWALK SCENARIO

10. Canterbury and Mary Jane(Inbound)



11. England and Pleasant View

