

Staff Report

To: Board of Directors

From: Frank Kuhl

Date: May 28, 2026

Agenda Item: 5.4 HMH Engineering New Facility Independent Inspection & Materials Testing Services Contract

Attachments:

- 5.4.1 Updated Cost Estimate
- 5.4.2 Professional Services Agreement Draft

Recommendation:

Authorize the chief executive officer and general manager to execute a service agreement with HMH Engineering in the amount of \$122,625.99 for performing independent inspection and materials testing services at the new facility site.

Discussion:

The agency received two responses to the RFQ for independent inspection and materials testing that closed on April 8. The selection committee's discussion and scoring concluded that HMH Engineering is the most qualified vendor to perform independent inspection and materials testing services. The selection committee determined the following insights on each category:

Alignment with Scope of Work: The proposal directly and clearly addresses the RFQ requirements, with explicit acknowledgment of IBC Chapter 17, agency expectations, and coordination with the contractor and design team. The narrative response to the scope is strong and tailored to the new facility project. No exclusions are noted.

The Qualifications of Professional Personnel: HMH proposed an exceptionally strong project team with clearly identified roles, including a project manager/senior special inspector, a dedicated geotechnical engineer, certified lab management staff, and other professionals. All roles and responsibilities are well-defined, and the depth of certifications exceeds the minimum RFQ requirements.

Relevant Experience on Similar Projects: HMH has extensive experience on large vertical public facilities, industrial buildings, laboratories, schools, detention facilities, and

infrastructure projects throughout Montana. Several projects are directly comparable in size, construction type, and complexity to the new facility. Additionally, strong local and regional references are included.

Overall Quality of the Proposal including Work Plan Approach: HMM's proposal is well-organized, visually clear, and narrative driven. It provides a clear quality assurance/quality control approach, defined communication procedures, and a project-specific inspection philosophy. It demonstrates understanding of the agency's needs and construction realities – overall the quality is very high.

The staff submitted this contract to the board for approval at the April 2026 meeting with a price of \$162,248.87. At that time, the board directed the staff to negotiate the price down to align with the budgeted cost estimate range of \$100k to \$120k. HMM submitted a lower priced estimate totaling \$122,625.99 representing a reduction in man days and hours for several key staff based on input from the architecture and engineering and engineering firms.

Financial Impact and Funding Source:

As this is a procurement for engineering services, FTA Circular 4220 – Chapter 4, sections H and F and MCA 18-8-204 state that the agency must issue an RFQ rather than a request for proposals and therefore must select candidates based on merit only, not considering price in the selection process. However, the agency retains the ability to negotiate price with a vendor after a selection is made. The final negotiated price for this contract is \$122,625.99.

DBE Certified:

No.

CONSULTANT: HMH Engineering
 PROJECT NAME: Mountain Line MOAB

HMH - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Position	Name	Man-Days	Man-Hours		Raw Hrlly Rate*	2.8327 Loaded Hrlly Rate	Loaded Labor Cost
1	Principal Engineer	Chanc A. Meyer, PE	3 =	20	@	\$83.45	\$236.39	= \$ 4,727.80
2	Project Manager	Julian McCune	27 =	212	@	\$50.00	\$141.64	= \$ 30,027.68
3	Geotechnical Engineer	Todd Lorenzen, PE	11 =	88	@	\$70.00	\$198.29	= \$ 17,449.52
4	Lab Manager	Bethany Durie	11 =	88	@	\$38.00	\$107.64	= \$ 9,472.32
5	Special Inspector	Manuel Parrondo	13 =	102	@	\$35.00	\$99.14	= \$ 10,112.28
6	Certified Weld Inspector	Nicholas Carbonell	11 =	88	@	\$31.00	\$87.81	= \$ 7,727.28
7	Master Special Inspector	Rachel McKee	11 =	88	@	\$48.00	\$135.97	= \$ 11,965.36
8	Senior Field Technician	Brian Turner	6 =	44	@	\$31.00	\$87.81	= \$ 3,863.64
9	Field Technician	Jacob Sellers	11 =	88	@	\$23.50	\$66.57	= \$ 5,858.16
10	Field Technician	Jesse Stevens	11 =	88	@	\$27.00	\$76.48	= \$ 6,730.24
11	Field Technician	Joseph Koch	11 =	88	@	\$34.50	\$97.73	= \$ 8,600.24
12	Administration	Madison Pollard	3 =	20	@	\$50.00	\$141.64	= \$ 2,832.80
TOTAL LOADED LABOR COST = \$								119,367.32

OVERTIME COSTS* 40 hrs @ \$17.67 = \$ 706.67

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD ** 139.11%

C. NET FEE * 18.00%**

D. FCCM ** 1.12%

E. OUT-OF-POCKET EXPENSE SUMMARY ****

	Estimated Amount	Unit Cost	Estimated Expense
1 Vehicle Mileage			
Mileage to/on Site (All Trips)	10 Mi		
Project Manager (Bi-Weekly)	176 Trips	1,760 Mi @ \$ 0.725	= \$ 1,276.00
Special Inspector (Weekly)	88 Trips	880 Mi @ \$ 0.725	= \$ 638.00
Field Technician (Weekly)	88 Trips	880 Mi @ \$ 0.725	= \$ 638.00
2 Subsistence			
Inspector / Testers		0 @ \$ 1,260.00 /Week	= \$ -
3 Miscellaneous			
Superpave Trailer Rental (Incl. porta-poty, internet, & electricity)		0 @ \$ 8,480.00 /Month	= \$ -
Concrete Curing Trailer Rental		0 @ \$ 265.00 /Day	= \$ -
Storage Trailer		0 @ \$ 318.00 /Month	= \$ -
Pix4D		0 @ \$ 390.00 /Month	= \$ -
Trimble Base & Rover		0 @ \$ 2,915.00 /Month	= \$ -
4 Lease Vehicles			
Vehicles (LI, LT, and I/T Trucks for 10 Months)		0 @ \$ 1,700.00 /Month	= \$ -
Side by Side		0 @ \$ 1,125.00 /Month	= \$ -
Fuel (2 Fill Ups per Month per Truck)		0 @ \$ 80.00 /Fill Up	= \$ -
Maintenance (1 Oil Change per Month)		0 @ \$ 90.00 /Service	= \$ -
TOTAL ESTIMATED EXPENSE = \$			2,552.00

TOTAL = \$122,625.99

* Overtime costs will include only the additional 1/2 time compensation to the employee.

** As per our Approved MDT Overhead Rate Letter.

*** Calculated from the fee matrix plus and additional fee for Year 2 inflation and wage increases.

**** Not to Exceed the "FEDERAL PER DIEM RATES FOR MONTANA"

CONSULTANT:
PROJECT NAME:

HMH Engineering
Mountain Line MOAB

HMH - Project Personnel

Const. Window: April 2026 - Dec. 2027 (88 weeks)

440 Anticipated Working Days

	Chanc A. Meyer, PE	Julian McCune	Todd Lorenzen, PE	Bethany Durie	Manuel Parrondo	Nicholas Carbonell	Rachel McKee	Brian Turner	Jacob Sellers	Jesse Stevens	Joseph Koch	Madison Pollard	TOTAL
	Principal Engineer	Project Manager	Geotechnical Engineer	Lab Manager	Special Inspector	Certified Weld Inspector	Master Special Inspector	Senior Field Technician	Field Technician	Field Technician	Field Technician	Administration	
1.0 Construction Administration													
1.1 Pre-Construction Meetings		8.0			8.0								16.0
1.2 Weekly Progress Meetings		22.0											22.0
1.3 Monthly Invoicing	20.0											20.0	40.0
	20.0	30.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	78.0
2.0 Project Inspection													
2.1 Inspector Diaries		88.0			88.0	88.0	88.0						352.0
2.2 Identify & Recommend Corrections		44.0											44.0
2.3 Prepare and Transmit Results		44.0											44.0
	0.0	176.0	0.0	0.0	88.0	88.0	88.0	0.0	0.0	0.0	0.0	0.0	396.0
3.0 Materials Sampling & Testing													
3.1 Sampling & Testing				88.0				44.0	88.0	88.0	88.0		396.0
3.2 Identify & Recommend Corrections			44.0										44.0
3.3 Prepare and Transmit Results			44.0										44.0
	0.0	0.0	88.0	88.0	0.0	0.0	0.0	44.0	88.0	88.0	88.0	0.0	484.0
4.0 Project Close-Out & Record Drawings													
4.1 Final Inspection		6.0			6.0								12.0
	0.0	6.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0
Total Labor Hours	20.0	212.0	88.0	88.0	102.0	88.0	88.0	44.0	88.0	88.0	88.0	20.0	970.0

10 miles round trip.
0.25 hr drive round trip.
2 hrs PM and SI and 4 activity meeting
0.25 hrs per week PM
1 hr per month PE and Admin

1 hrs per week PM and all Insp.
0.5 hrs per week PM
0.5 hrs per week PM

1 hrs per week LM and all FT's, 0.5 hrs per week SFT
GE 0.5 hrs per week
GE 0.5 hr each week

PROFESSIONAL SERVICES AGREEMENT

Project: MOAB Independent Inspection

THIS AGREEMENT is made and entered into this 29th day of May, 2026, by and between the **MISSOULA URBAN TRANSPORTATION DISTRICT** whose address is 1221 Shakespeare Street, Missoula, Montana 59802 (hereinafter referred to as "MUTD"), and HMH Engineering, whose address is 2614 Murphy St, Missoula Montana 59808, 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 May, 30 2030. With the consent of both parties, this contract may be extended for one (1) year with a renewal option.
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 \$122,625.99 (One hundred and sixty two thousand, two hundred and forty eight 87/100 dollars) for services performed pursuant to the Scope of Services.
In the event Contractor anticipates the cost of the described work exceeding \$122,625.99, 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 \$122,625.99. Any additional work must be pre-approved in writing by MUTD.
 - b. **Payment:** Payment shall be made by MUTD within thirty (30) days of receipt of a correct invoice from the Contractor. 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.

a. **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.

7. **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.

8. **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
 - c. An Additional Insured endorsement shall be provided to MUTD naming MUTD as additional insured under the commercial general liability policy.
9. **Professional Service:** Contractor agrees that all services and work performed hereunder will be accomplished in a professional manner.
10. **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.
11. **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.
12. **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.
13. **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.

14. **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.

15. **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

16. **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.

17. **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.

18. **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.

19. **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 and hold MUTD harmless against any Claims brought against MUTD to the extent those claims arise out of Contractor's 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.

20. **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.
21. **Authorized Representative:** In performing the services defined herein, Contractor shall report to: Colin Woodrow, Director of Capital Projects, Planning & Technology at (406) 544-6688. Contractor's representative is Julian McCune, Project Manager at (406) 360-6090.
22. **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.

23. **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.

Exhibit A – Scope of Services/Fee Proposal

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with 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 persons with disabilities, including any subsequent amendments to that Act, and with 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 persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as

part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., 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 Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

DOMESTIC PREFERENCES FOR PROCUREMENTS

a. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

b. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to

use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
- b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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 the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, 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 the Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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.

Distracted Driving

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 Contract.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative

procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the 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 the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

OTHER RECOMMENDED CONTRACT REQUIREMENTS

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof

that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

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

MISSOULA URBAN TRANSPORTATION DISTRICT

Jordan Hess, General Manager

Date: _____

CONTRACTOR NAME

NAME: _____

TITLE: _____

Date: _____

Exhibit A – Scope of Services/Fee Proposal

SCOPE OF SERVICES FOR

CONSTRUCTION INSPECTION AND TESTING SERVICES

PROJECT: MOUNTAIN LINE MOAB

DATE: APRIL 17, 2026

This scope of work is to provide Construction Inspection and Testing Services to include general contract administration, materials testing and sampling, inspection, and special inspection under the general direction of the assigned Missoula Urban Transportation District (MUTD) representative, for construction of the Mountain Line MOAB facility. HMH Engineering (CONSULTANT) will provide the MUTD with experienced administration, inspection, sampling, and testing personnel. Through this contract, CONSULTANT will inspect, test, and document to MUTD requirements, the activities associated with the project to the level necessary to administer the contract. The Scope of Work included in the project Request for Proposals is incorporated by reference into this Scope of Services.

The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement:

PRIMARY TASKS:

1. **Construction Administration** – CONSULTANT will provide qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the MUTD. The following sub-tasks represent a partial list of those activities necessary to administer the contract.
 - 1.1 Pre-construction Conferences – Contractor, CONSULTANT, and MUTD will facilitate Pre-construction Conferences including forms and exhibits. Anticipated conferences include; Initial, Concrete, Masonry, and Steel.
Performance Assumptions:
 - i. The CONSULTANT will attend the meeting.
 - 1.2 Weekly Progress Meetings – Weekly/periodic progress meetings will be held on site or at an otherwise approved location. These meetings will be of an informal nature.
Performance Assumptions:
 - i. CONSULTANT will attend these weekly/periodic progress meetings.
 - 1.3 Monthly Invoicing – Monthly invoices of CONSULTANT labor will be submitted to the MUTD project representative for review and processing each month. Each invoice package will contain itemized charges for all labor expended and appropriate backup for all direct costs. CONSULTANT will formally notify the Agreement Administrator upon reaching 85% of the expended contract amount.
2. **Project Inspection** – Inspection will be performed by CONSULTANT with qualified and certified inspection staff.
 - 2.1 Inspector Diaries – Daily field reports will be prepared to record the Contractor’s activities and specific observations in more detail as in the case of observing test procedures.
 - 2.2 Identify and Recommend Corrections – Any omissions, substitutions, defects and deficiencies in the work of the Contractor will be identified and documented with recommendations reported to the Contractor, MUTD Project Manager, and the Engineer of Record (EOR).

- 2.3 Prepare and Transmit Inspection Results – All inspection data generated by CONSULTANT will be documented and submitted to the approved distribution list.
3. **Materials Sampling & Testing** – CONSULTANT will provide materials sampling & testing services as required by the specifications. The following items represent the major sub-tasks required for administering this portion of the agreement.
 - 3.1 Quality Assurance and Verification Sampling & Testing – Sampling & Testing will be performed according to MUTD Quality Assurance requirements and the MUTD project representative (including verification sampling). Sampling of component materials and completed work items will be performed to verify that the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications, and contract special provisions.
 - 3.2 Identify and Recommend Corrections – Any omissions, substitutions, defects and deficiencies in the work of the Contractor will be identified and documented with recommendations reported to the Contractor, MUTD Project Manager, and the Engineer of Record (EOR).
 - 3.3 Prepare and Transmit Test Results – All sampling data generated by CONSULTANT will be documented and submitted to the approved distribution list.
4. **Final Report & Project Close-Out** – At project close-out, all records will be finalized and verified. CONSULTANT will notify the Engineer and MUTD when all records are final and the final report for the project is completed.
 - 4.1 Participate in a final inspection, to include representatives from the MUTD, to determine if the completed work by the contractor is acceptable so that CONSULTANT and the MUTD may recommend in writing, final payment to the Contractor. CONSULTANT will also provide a final report that the work is acceptable to the best of their knowledge, information and belief based on the extent of the services provided under this agreement.
5. **Key Understandings** - It is anticipated that CONSULTANT personnel assigned to the project will be furnished with a vehicle equipped with an amber rotating/strobe warning beacon, appropriate personal protective equipment for the particular task, access to a computer, digital camera, and cellular phone by CONSULTANT and all work will be under the supervision of the MUTD assigned project representative.
6. **Project Schedule** - CONSULTANT proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the contractor’s Construction schedule. It is anticipated that CONSULTANT will be engaged in services from April, 2026 through December, 2027.
7. **Professional Service Fee** - CONSULTANT will invoice the MUTD project representative for professional services described in this Scope of Work. CONSULTANT will invoice the MUTD project representative for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expensed to complete the project in accordance with the provisions of the MUTD task order for this work.

The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANTS professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the Contractor’s schedule. CONSULTANT will advise the MUTD project representative of such issues and any fee and/or schedule impact prior to implementing revised activities.

CONSULTANT: HMH Engineering
 PROJECT NAME: Mountain Line MOAB

HMH - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Position	Name	Man-Days	Man-Hours		Raw Hrlly Rate*	2.8327 Loaded Hrlly Rate	Loaded Labor Cost
1	Principal Engineer	Chanc A. Meyer, PE	3	= 20	@	\$83.45	\$236.39	= \$ 4,727.80
2	Project Manager	Julian McCune	27	= 212	@	\$50.00	\$141.64	= \$ 30,027.68
3	Geotechnical Engineer	Todd Lorenzen, PE	11	= 88	@	\$70.00	\$198.29	= \$ 17,449.52
4	Lab Manager	Bethany Durie	11	= 88	@	\$38.00	\$107.64	= \$ 9,472.32
5	Special Inspector	Manuel Parrondo	13	= 102	@	\$35.00	\$99.14	= \$ 10,112.28
6	Certified Weld Inspector	Nicholas Carbonell	11	= 88	@	\$31.00	\$87.81	= \$ 7,727.28
7	Master Special Inspector	Rachel McKee	11	= 88	@	\$48.00	\$135.97	= \$ 11,965.36
8	Senior Field Technician	Brian Turner	6	= 44	@	\$31.00	\$87.81	= \$ 3,863.64
9	Field Technician	Jacob Sellers	11	= 88	@	\$23.50	\$66.57	= \$ 5,858.16
10	Field Technician	Jesse Stevens	11	= 88	@	\$27.00	\$76.48	= \$ 6,730.24
11	Field Technician	Joseph Koch	11	= 88	@	\$34.50	\$97.73	= \$ 8,600.24
12	Administration	Madison Pollard	3	= 20	@	\$50.00	\$141.64	= \$ 2,832.80
TOTAL LOADED LABOR COST = \$								119,367.32

OVERTIME COSTS* 40 hrs @ \$17.67 = \$ 706.67

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD ** 139.11%

C. NET FEE * 18.00%**

D. FCCM ** 1.12%

E. OUT-OF-POCKET EXPENSE SUMMARY ****

	Estimated Amount	Unit Cost	Estimated Expense
1 Vehicle Mileage			
Mileage to/on Site (All Trips) 10 Mi			
Project Manager (Bi-Weekly) 176 Trips	1,760 Mi	1,760 @ \$ 0.725	= \$ 1,276.00
Special Inspector (Weekly) 88 Trips	880 Mi	880 @ \$ 0.725	= \$ 638.00
Field Technician (Weekly) 88 Trips	880 Mi	880 @ \$ 0.725	= \$ 638.00
2 Subsistence			
Inspector / Testers		0 @ \$ 1,260.00 /Week	= \$ -
3 Miscellaneous			
Superpave Trailer Rental (Incl. porta-poty, internet, & electricity)		0 @ \$ 8,480.00 /Month	= \$ -
Concrete Curing Trailer Rental		0 @ \$ 265.00 /Day	= \$ -
Storage Trailer		0 @ \$ 318.00 /Month	= \$ -
Pix4D		0 @ \$ 390.00 /Month	= \$ -
Trimble Base & Rover		0 @ \$ 2,915.00 /Month	= \$ -
4 Lease Vehicles			
Vehicles (LI, LT, and I/T Trucks for 10 Months)		0 @ \$ 1,700.00 /Month	= \$ -
Side by Side		0 @ \$ 1,125.00 /Month	= \$ -
Fuel (2 Fill Ups per Month per Truck)		0 @ \$ 80.00 /Fill Up	= \$ -
Maintenance (1 Oil Change per Month)		0 @ \$ 90.00 /Service	= \$ -
TOTAL ESTIMATED EXPENSE = \$			2,552.00

TOTAL = \$122,625.99

* Overtime costs will include only the additional 1/2 time compensation to the employee.

** As per our Approved MDT Overhead Rate Letter.

*** Calculated from the fee matrix plus and additional fee for Year 2 inflation and wage increases.

**** Not to Exceed the "FEDERAL PER DIEM RATES FOR MONTANA"

CONSULTANT:
PROJECT NAME:

HMH Engineering
Mountain Line MOAB

HMH - Project Personnel

Const. Window: April 2026 - Dec. 2027 (88 weeks)

440 Anticipated Working Days

	Chanc A. Meyer, PE	Julian McCune	Todd Lorenzen, PE	Bethany Durie	Manuel Parrondo	Nicholas Carbonell	Rachel McKee	Brian Turner	Jacob Sellers	Jesse Stevens	Joseph Koch	Madison Pollard	TOTAL
	Principal Engineer	Project Manager	Geotechnical Engineer	Lab Manager	Special Inspector	Certified Weld Inspector	Master Special Inspector	Senior Field Technician	Field Technician	Field Technician	Field Technician	Administration	
1.0 Construction Administration													
1.1 Pre-Construction Meetings		8.0			8.0								16.0
1.2 Weekly Progress Meetings		22.0											22.0
1.3 Monthly Invoicing	20.0											20.0	40.0
	20.0	30.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0	78.0
2.0 Project Inspection													
2.1 Inspector Diaries		88.0			88.0	88.0	88.0						352.0
2.2 Identify & Recommend Corrections		44.0											44.0
2.3 Prepare and Transmit Results		44.0											44.0
	0.0	176.0	0.0	0.0	88.0	88.0	88.0	0.0	0.0	0.0	0.0	0.0	396.0
3.0 Materials Sampling & Testing													
3.1 Sampling & Testing				88.0				44.0	88.0	88.0	88.0		396.0
3.2 Identify & Recommend Corrections			44.0										44.0
3.3 Prepare and Transmit Results			44.0										44.0
	0.0	0.0	88.0	88.0	0.0	0.0	0.0	44.0	88.0	88.0	88.0	0.0	484.0
4.0 Project Close-Out & Record Drawings													
4.1 Final Inspection		6.0			6.0								12.0
	0.0	6.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0
Total Labor Hours	20.0	212.0	88.0	88.0	102.0	88.0	88.0	44.0	88.0	88.0	88.0	20.0	970.0

10 miles round trip.
0.25 hr drive round trip.
2 hrs PM and SI and 4 activity meeting
0.25 hrs per week PM
1 hr per month PE and Admin

1 hrs per week PM and all Insp.
0.5 hrs per week PM
0.5 hrs per week PM

1 hrs per week LM and all FT's, 0.5 hrs per week SFT
GE 0.5 hrs per week
GE 0.5 hr each week



CERTIFIED PAYROLL RATES

<u>EMPLOYEE NAME</u>	<u>POSITION / CLASSIFICATION</u>	<u>HOURLY WAGE RATE*</u>
Bethany Durie	Lab Manager	\$ 38.00
Brian Turner	Field Technician	\$ 31.00
Chanc Meyer	Managing Member	\$ 83.45
Heidi Steiger	Staff Engineer	\$ 35.00
Jacob Sellers	Administrative Assistant	\$ 23.50
Jesse Stevens	Field Technician	\$ 27.00
Joseph Koch	Field Technician	\$ 34.50
Julian McCune	Project Manager	\$ 50.00
Kendra Beardsley	Geologist	\$ 30.00
Manuel Parrondo	Special Inspector	\$ 35.00
Nicholas Carbonell	Field Technician	\$ 31.00
Rachel McKee	Project Manager	\$ 48.00
Rusty Jones	Surveyor - Senior	\$ 56.00
Todd Lorenzen	Senior Project Manager	\$ 70.00

The undersigned hereby certifies the above labor rates are true and correct rates paid to the employees as of April 17, 2026.

Madison Pollard

* Based on 2,080 hr/year if salaried employee.

November 7, 2025

Maddie Pollard
HMH Engineering
3882 N Schreiber Way, Ste 104
Coeur d'Alene, ID 83815

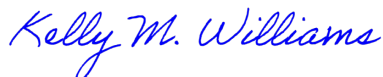
Our Audit Services has reviewed the documentation supporting the **HMH Engineering** audited overhead rate for compliance with criteria contained in the Federal Acquisition Regulations (FAR), Subpart 31.2. Your overhead rate of 1.4023 (1.3911 w/o FCCM) for Home Office is accepted based on documentation for your fiscal year ending December 31, 2024. This rate is valid for any contracts executed through December 31, 2025 within six months thereafter UNLESS, in the interim, MDT accepts a new rate.

For existing contracts, project-specific agreements determine the appropriate rate and effective date to be utilized for negotiation and billing. The rate identified herein is subject to adjustment upon receipt of additional information.

This is your pre-notification notice pursuant to 23 CFR 172.11(d), a record of the accepted indirect cost rate(s) will be logged with the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

If you have any questions, please contact me at (406) 444-7964.

Sincerely,



Kelly Williams, P.E.
Consultant Design Engineer

KW/st

e-copy: Natalie Gibson, MDT Audit Services
cc: Sheryl Tangen, MDT Consultant Design Bureau

MISSOULA URBAN TRANSPORTATION DISTRICT

Statement of Qualifications for Construction Inspection and Testing Services



www.hmh-llc.com



406.543.3100



jmccune@hmh-llc.com



2614 Murphy St.
Missoula, MT 59808

TABLE OF CONTENTS

LETTER OF TRANSMITTAL

PAGE 1

TECHNICAL PROPOSAL

PAGE 2

1. QUALIFICATIONS OF FIRM

PAGES 2-4

2. PAST PERFORMANCE & QUALITY OF SERVICES

PAGES 5-6

3. RESPONSE TO SCOPE OF WORK

PAGE 7

REQUIRED FORMS & CERTIFICATIONS

APPENDIX A

RESUMES

APPENDIX B

April 7, 2026

Frank Kuhl, Procurement and Contracts Specialist | Missoula Urban Transportation District (MUTD) |
1221 Shakespeare St | Missoula, MT 59802

**SUBJECT: PROPOSAL FOR CONSTRUCTION INSPECTION & TESTING SERVICES |
MISSOULA URBAN TRANSPORTATION DISTRICT**

Dear Mr. Kuhl and Selection Committee,

HMH Engineering (HMH) is pleased to submit our qualifications to provide Special Inspection and Materials Testing services for the Mountain Line Maintenance, Operations, and Administration Buildings (MOAB). Our Missoula-based team has been delivering quality testing and inspection services in Western Montana for nearly four decades. We bring a strong reputation for responsive, certified, and code-compliant work, backed by our AASHTO-accredited lab and deep familiarity with IBC Chapter 17, city, and state construction standards.

Our proposed team includes:

- Chanc Meyer, PE – Principal Engineer and Managing Member
- Julian McCune – Project Manager and Senior Special Inspector
- Todd Lorenzen, PE – Geotechnical Engineer
- Bethany Durie – Lab Manager
- Manuel Parrondo – Special Inspector
- Nicholas Carbonell – Certified Welding Inspector and Special Inspector
- Rachel McKee – Certified Welding Inspector and Master Special Inspector
- Brian Turner – Senior Field Technician

Together, our team offers over 100 years of combined experience in testing and special inspections for complex public infrastructure and building projects, including educational facilities, laboratories, healthcare centers, and industrial sites. Notable recent work includes Montana State Prison Replace Low-Side Housing, Summit Beverage, GSK Laboratories, and Missoula County Public School bond projects.

We formally acknowledge receipt of all RFP addenda. This proposal shall remain valid for a period of not less than 90-days from the date of submittal.

Thank you for considering our team for this important project. We are committed to supporting MUTD with professional, cost-effective, and reliable inspection and testing services. If you have any questions or need additional information, please feel free to contact Julian McCune directly at 406.360.6090.

Sincerely,

Chanc Meyer, PE
HMH Engineering Principal Engineer
680 S. Progress Ave, Suite #1 | Meridian, ID 83642
cmeyer@hmh-llc.com | 208.342.7957

Julian McCune
HMH Engineering Project Manager
2614 Murphy St. | Missoula, MT 59808
jmccune@hmh-llc.com | 406.543.3100



FIRM OVERVIEW

HMH Engineering (HMH), a limited liability company established in 2011, acquired Holman Consulting Engineers in 2024, and operates a fully staffed office and AASHTO-accredited laboratory in Missoula, Montana. This location serves as our local base of operations for materials testing and special inspection services across Western Montana. HMH is also headquartered in Coeur d'Alene, Idaho, with additional offices located throughout the state. We bring a strong regional presence, a multidisciplinary team of engineers, inspectors, and technicians, and decades of experience supporting public facility and infrastructure projects.

HMH is a locally owned firm offering a full suite of civil engineering, construction engineering and inspection (CE&I), surveying, planning, special inspection, and materials testing services. Since our founding, we've grown from a small, three-person team into a trusted regional leader with over 150 professionals across eight office locations in Idaho and Montana, including Missoula, Coeur d'Alene, Ponderay, Wallace, Lewiston, Meridian, Twin Falls, and Rigby. We take pride in delivering cost-effective, high-quality solutions tailored to the unique needs of the communities we serve.

Our Missoula laboratory is AASHTO RE:Source accredited and specializes in testing concrete, soils, hot-mix asphalt, and masonry. Our staff hold nationally recognized certifications, including WAQTC, ACI, ICC, and CWI credentials, and are well-versed in IBC Chapter 17 requirements and Montana Public Works Specifications. We are experienced in supporting a wide range of project types, from vertical public facilities to complex infrastructure systems.

Together, our multidisciplinary team includes civil engineers, materials testers, inspectors, and administrative professionals who collaborate seamlessly to provide a complete project package—from planning and design to construction management and project close-out. Most of our staff are cross-trained across multiple service areas, ensuring flexibility, efficiency, and a deeper understanding of every project's needs.

HMH is proud to support our clients in building strong, innovative communities that prioritize sustainability and growth. Our reputation is built on delivering dependable, timely, and professional services that help ensure successful project outcomes from the ground up.



WHY THE HMH TEAM FOR MUTD?



HMH brings together local experience, certified expertise, and in-house capabilities to deliver reliable, high-quality inspection and testing services. Our team is committed to supporting MUTD with responsive service, clear communication, and consistent results throughout construction.

Proven Local Presence

With a fully staffed office and AASHTO-accredited laboratory in Missoula, HMH provides responsive, on-the-ground support throughout Western Montana. Our team understands local conditions, standards, and agency expectations, allowing us to deliver efficient and reliable services with quick turnaround.

Certified, Experienced Team

Our inspectors, technicians, and engineers bring decades of combined experience on vertical construction and public infrastructure projects. With certifications including ICC, ACI, WAQTC, and CWI, our team is well-versed in IBC Chapter 17 requirements and Montana Public Works standards.

In-House Testing & Inspection

HMH offers fully integrated materials testing and special inspection services under one roof. Our laboratory and field staff work together daily, improving coordination, reducing delays, and ensuring consistent, high-quality results.

Responsive, Field-Driven Approach

We understand that construction moves quickly. Our team is readily available for site visits, testing, and coordination, allowing us to adapt in real time and help keep the project on schedule.

Reliable Partner from Start to Finish

HMH is known for being dependable, easy to work with, and committed to project success. We prioritize clear communication, thorough documentation, and a proactive approach that helps minimize issues and keep projects moving forward.

At the end of the day, our goal is simple: provide MUTD with a responsive, reliable team that delivers quality work and helps keep the project moving forward.

KEY PERSONNEL

HMH has assembled a highly qualified and certified team to provide the special inspection and materials testing services required for the MOAB project. Our personnel bring decades of combined experience, a wide range of certifications, and a strong track record of working on similar vertical construction projects throughout Montana and the surrounding region. Full resumes are provided at the end of our proposal.

Meet Our Team



Julian McCune | Project Manager & Senior Special Inspector

Location: Missoula, MT

Experience: 17 Years

Special Inspection:

- ICC Soils Special Inspector
- ICC Reinforced Concrete Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Spray-applied Fireproofing Special Inspector

Other Certifications:

- ACI Concrete Testing Technician – Grade I

Mr. McCune holds a Master of Science in Geology and brings over 17 years of hands-on experience in construction materials testing and inspection. His expertise spans both field and laboratory environments, with extensive testing experience in concrete, soils, and hot-mix asphalt. He is trained in the use and safety of portable nuclear gauges and has supported a wide range of public and private sector projects.

Julian maintains numerous certifications, including ICC Soils, Reinforced Concrete, Structural Masonry, and Spray-Applied Fireproofing Special Inspector, along with ACI and WAQTC certifications for concrete, soils, and asphalt testing. His project portfolio includes complex vertical and infrastructure work such as the Missoula County Public Schools bond program, the GSK laboratory expansion in Hamilton, the Montana State Prison Replace Low-Side Housing, and the Summit Beverage distribution center.

For this project, Julian will serve as the Project Manager and lead Special Inspector, providing oversight, coordination, and quality assurance for all testing and inspection activities.



Bethany Durie | Lab Manager

Location: Missoula, MT

Experience: 25 Years

Certifications:

- ACI Concrete Testing Technician – Grade I
- ACI Concrete Strength Testing Technician

Ms. Durie holds a Bachelor of Science in Geology and brings over 25 years of experience in construction materials testing and inspection. She specializes in laboratory testing of soils, asphalt, and concrete, with expertise in Proctors, sieve analyses, concrete strength testing, Marshall testing, and hot-mix asphalt mix designs. She is also trained in the safe operation of portable nuclear gauges.

Bethany is certified in ACI and WAQTC testing procedures and has managed lab operations for a wide range of public and private sector projects. Her portfolio includes the Lolo K-8 School, Canyon Gate Apartments, and the University of Montana Indoor Practice Facility.

For this project, Bethany will serve as the Laboratory Manager, overseeing materials testing and ensuring all laboratory operations meet required specifications and quality standards.



Todd Lorenzen | Geotechnical Engineer

Location: Missoula, MT

Experience: 35 Years

Certifications:

- Professional Engineer in the State of Montana, License No. 10067
- Professional Engineer in the States of Idaho, Alaska, Washington, North Dakota, South Dakota, Wyoming, and New Mexico

Mr. Lorenzen holds a Master of Science in Geotechnical Engineering and brings over 35 years of experience in construction design and soils evaluation. He specializes in foundations and roadways including deep foundations for buildings, bridges and dams with driven pile, rammed aggregate, and helical piers. He is well versed in regional soil conditions and has a clear understanding of soil mechanics and testing requirements.

Todd has Professional Engineer licensure in eight states and is proficient in materials testing and soils evaluation in the laboratory and the field.

For this project, Todd will serve as the on-site engineer, reviewing all test reports and ensuring adherence to the project specifications and geotechnical report



Manuel Parrondo | Special Inspector

Location: Missoula, MT

Experience: 9 Years

Special Inspection:

- ICC Soils Special Inspector
- ICC Reinforced Concrete Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Spray-applied Fireproofing Special Inspector

Other Certifications:

- ACI Concrete Testing Technician – Grade I

Mr. Parrondo is a certified Special Inspector with over 9 years of materials construction experience and a master's degree in Forest Engineering. He has a diverse background in infrastructure and transportation projects across both Europe and the United States. His experience includes work on high-speed railways, roads, bridges, and routine bridge inspections, supporting both construction and asset management efforts.

Manuel has contributed to projects for large engineering consulting firms, the Spanish Railway Infrastructure Administration (ADIF), and the federal government. Known for his strong communication skills, he builds lasting relationships with clients and stakeholders to ensure smooth coordination throughout each project. He is trained in the use and safety of portable nuclear gauges.

For this project, Manuel will support on-site materials testing and special inspection services.



Nicholas Carbonell | Certified Welding Inspector
Location: Missoula, MT
Experience: 5 Years

Special Inspection:

- ICC Structural Steel and Bolting Special Inspector
- ICC Structural Steel Welding Special Inspector
- ICC Spray-applied Fireproofing Special Inspector

Other Certifications:

- ACI Concrete Testing Technician – Grade I
- AWS Certified Welding Inspector (CWI)

Mr. Carbonell brings over 5 years of experience in welding, construction, and inspection to his role as a Certified Welding Inspector (CWI) and holds Special Inspection certifications in structural steel and bolting, welding, and fireproofing.

Nick's expertise spans a broad range of construction types, including fabrication for transportation infrastructure, and structural steel, and bolting inspection for commercial building construction. Formerly a commercial welder, he has a deep understanding of the structural steel process and how it relates to the applicable codes. He is trained in the use and safety of portable nuclear gauges.

For this project, he will perform all on-site bolting, steel, and welding special inspections, ensuring all work complies with project requirements and applicable codes.



Rachel McKee (Flint) | Project Manager & Master Special Inspector
Location: Coeur d'Alene, ID
Experience: 15 Years

Special Inspection:

- ICC Soils Special Inspector
- ICC Reinforced Concrete Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Prestressed Concrete Special Inspector
- ICC Structural Steel and Bolting Special Inspector
- ICC Structural Steel Welding Special Inspector

Other Certifications:

- ACI Concrete Testing Technician – Grade I
- ACI Aggregate Base Technician
- ACI Masonry Field Testing Technician
- AWS Certified Welding Inspector (CWI)

Ms. McKee brings over 15 years of experience in welding, construction, and inspection to her role as Project Manager. She is a Certified Welding Inspector (CWI) and holds the ICC Master of Special Inspection (MSI) credential, with certifications in soils, concrete, structural masonry, prestressed concrete, structural steel and bolting, and welding.

Rachel's expertise spans a broad range of construction systems, including stormwater and sewer management, transportation infrastructure, reinforced and pretensioned concrete, and structural steel inspection. She is known for her commitment to safety, quality, and compliance across engineering, environmental, and construction projects. Rachel holds a degree in Business Management – Specialized from Wyoming Technical College.

For this project, she will oversee the steel and welding special inspections, reviewing all reports. Rachel will also occupy a secondary project manager support role and is on-call to perform materials testing and special inspection.



Brian Turner | Senior Field Technician
Location: Missoula, MT
Experience: 5 Years

Certifications:

- ACI Concrete Testing Technician – Grade I

Mr. Turner brings over 5 years of experience in materials testing and inspection to his role as a Field Technician and holds an Associate of Science degree in Construction Technology. Brian spends most of his time in the field density testing, concrete testing, and sampling on a variety of projects. He is trained in the use and safety of portable nuclear gauges.

Rooted in the service industry, Brian brings a customer forward aspect to construction materials testing with excellent communication and attention to detail. His understanding of soils and concrete is solid with problem solving skills to match. With a construction management background, he understands all aspects of construction and site concerns.

For this project, he will perform field testing and oversee all field testing technicians, reviewing all reports and ensuring all equipment is properly maintained.



Chanc Meyer, PE | Principal Engineer
Location: Meridian, ID
Experience: 18 Years

Certifications:

- Professional Engineer in the State of Montana, Certificate No. 29095
- Professional Engineer in the State of Idaho, Certificate No. 15635
- Professional Engineer in the State of Oregon, Certificate No. 94349

Mr. Meyer is a Professional Engineer with over 18 years of experience in the planning, design, and construction management of heavy civil infrastructure projects across the Northwest. He currently serves as a Principal Engineer and Project Manager at HMH Engineering, where he oversees the firm's southern region and manages more than \$250 million in active construction.

Chanc's background includes hands-on surveying experience, providing him with a practical, field-informed perspective that enhances his design and construction oversight. He has worked with a diverse range of clients and project teams, including ITD, LHTAC, local highway jurisdictions, utilities, private developers, and consulting firms of all sizes.

In his role as Principal-In-Charge, Chanc will provide high-level project oversight and will ensure strong coordination with client teams throughout all phases of project delivery.



2. PAST PERFORMANCE & QUALITY OF SERVICES

HMH Engineering has extensive experience providing materials testing and special inspection services for vertical and public infrastructure projects throughout Montana. Our Missoula-based team has supported complex developments involving reinforced concrete, masonry, steel framing, and utility infrastructure. The following projects showcase our experience in constructing projects similar to the MOAB project.

HMH RECENT RELEVANT PROJECTS INCLUDE:



Montana State Prison - Replace Low-Side Housing

The \$156 million Montana State Prison project includes the construction of three new low-security units totaling 60,000 square feet and will increase the Prisons' capacity by 117. The new buildings will provide better conditions with improved facilities for the safety of inmates and staff. HMH is providing materials testing and special inspections for all aspects of construction including soils, concrete, masonry, steel, and coatings. The project also includes sizeable utility upgrades to support the new facility. Construction for this phase to be complete by October 2027, with the overall project to be complete in 2030.

Contact: Tyson Watson, twatson@hultenginc.com, (406) 598-1075



Summit Beverage - Missoula, MT

105,000-sf warehouse and distribution center completed in 2021. HMH provided full materials testing and inspection services including concrete, soils, masonry, and structural systems, working with Sletten and Martel Construction. Concrete, steel, and welding inspections were performed for tilt-up wall panels cast on-site. The site was composed of sub-standard soils for construction. HMH assisted project engineers in determining procedures for evaluating soils and inspection and testing during removal and replacement. HMH was selected for inspection and testing for the 45,000-sf addition completed in 2026.

Contact: Cody Morritt, cmorritt@sletteninc.com, (406) 564-0987



GSK Laboratory Expansion - Hamilton, MT

\$70 million, 80,000-sf industrial and laboratory facility completed in 2020. HMH conducted comprehensive inspection and testing, including reinforced concrete, anchor bolts, structural fill, and steel. Project featured a complicated laboratory design including sloping structural slabs, a fire water retrieval system, and waterproof/self-healing concrete mixes. On several occasions the incorrect mix was delivered to the site. HMH identified the issue and saved the owners and contractors costly repercussions. The construction duration was three years.

Contact: Charlie Buchman, bmconcreteconst@gmail.com, (406) 240-8536



Missoula County Public Schools (Smart Schools 2020 Bond Program)

Provided multi-year testing and inspection services for sixteen K-12 school buildings, totaling over 300,000 square feet of building construction. Services included new construction, extensive renovations, structural upgrades, and civil improvements. HMH worked closely with several different contractors and design teams over five years of construction. HMH performed a variety of special inspection and testing services including structural masonry, reinforced concrete, soils, structural steel, and fireproofing including spray-applied and thin film intumescent. On one occasion, HMH's diligence and monitoring during cold weather concrete placement revealed inadequate concrete protection from freezing. HMH assisted the design team in determination of the extent of inferior concrete and removal and replacement. All schools were completed in 2020.

Contact: Tyson Watson, twatson@hultenginc.com, (406) 598-1075

QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) APPROACH

HMH Engineering integrates both Quality Assurance (QA) and Quality Control (QC) protocols into every phase of our inspection and testing services. We utilize OneNote and shared calendar systems to ensure efficient project coordination and scheduling of all required inspections.

All inspections and tests are performed in accordance with IBC Chapter 17, MPWSS, ASTM, AASHTO, and project-specific specifications. Our AASHTO-accredited lab in Missoula ensures testing accuracy and timely results. All field staff are certified and experienced in identifying and reporting discrepancies, communicating immediately with the contractor and design team when issues arise. Final reports are reviewed by senior staff and delivered in a clear, organized format that supports project documentation and closeout.



PROJECT COORDINATION

We schedule and track all inspection and testing activities using OneNote and shared calendars to ensure efficient project delivery.



FIELD INSPECTIONS & TESTING

Certified field staff perform inspections and tests in accordance with IBC Chapter 17, MPWSS, ASTM, AASHTO, and project-specific specs.



REPORTING

Results and field observations are documented promptly, with discrepancies communicated immediately to the contractor and design team.



REVIEW & DELIVERY

Final reports are reviewed by senior staff for completeness, accuracy, and clarity—ensuring quality records for project closeout.

KNOWLEDGE OF CONSTRUCTION TECHNIQUES

Our team brings over 65 years of combined experience in materials testing and inspection from our Missoula office alone. We have worked on a wide variety of buildings including K-12 schools, fire stations, healthcare facilities, warehouses, apartment complexes, and laboratories. Our inspectors understand construction sequencing, documentation requirements, and the realities of working on active construction sites.

In addition to our testing staff, HMH has several civil, structural, and geotechnical engineers available for internal consultation to help interpret field conditions, verify code compliance, or support resolution of field issues. We also have extensive CE&I experience on heavy civil construction projects, making us uniquely qualified to understand the needs and standards required for facility projects like MOAB.



3. RESPONSE TO SCOPE OF WORK

HMH Engineering confirms our ability and experience to meet and exceed the full scope of testing and special inspections outlined in Section 2 of the RFQ, the project documents, and referenced IBC Chapter 17 requirements. We understand that special inspections will be coordinated with the selected General Contractor and the Owner's design team and agree to attend any pre-construction conference.

All testing personnel and inspectors assigned to the project maintain valid certifications in the relevant materials or disciplines and have all been involved in similar projects of size and scope. The depth of HMH staff and experience across all eight offices allows us to react quickly to any construction, testing, or inspection issues that may surface during the construction process.

At this time, we propose no exclusions. Should clarifications arise after award or during pre-construction review, we will promptly identify and discuss any potential adjustments.



OTHER RELEVANT PROJECTS

- **DeSmet School** – 22,000 sf – expansion/remodel including new gym.
- **St. Ignatius High School** – 26,000 sf – expansion/remodel.
- **Washington-Grizzly Champions Center** – 46,000 sf – two-story athletic facility.
- **Gilkey Center for Executive Education** – 31,000 sf – new university building.
- **Mountain America Credit Union** – 4,300 sf – new bank branch building.
- **Love's Travel Stop Missoula, MT** – new truck stop including C-Store, auto and truck fueling facilities, and truck service center.
- **Loren's Carpet One** – 26,000 sf Warehouse/Showroom expansion.
- **Northwest Energy, Solar Pilot Project** – demonstration project for solar power systems at 4 Missoula High School campuses.
- **Bitterroot Humane Association** – 11,500 sf new facility.
- **YMCA Missoula (The Meadowlark)** – 48,000 sf new facility including basement parking garage.
- **Missoula Subaru** – 28,000 sf new facility including extensive site embankment/fill.
- **Western Montana Fish and Game Association** – new 20,000 sf indoor shooting range with basement.
- **Hexion Montana** – 20,000 sf laboratory and industrial production facility.
- **Partners Hope Center** – 15,200 sf hospice in-patient care center.
- **O'Reilly Auto Parts** – Missoula and Anaconda stores.
- **Lolo School K-8** – 80,000 sf new building.
- **Hamilton Fire Station** – 13,000 sf new facility.
- **Advanced Materials Solutions** – 15,000 sf laboratory and industrial production facility.
- **University of Montana Indoor Practice Field** – dome foundation and support buildings.
- **Smitty's Car Wash** – New Missoula location.
- **City of Missoula Water Improvements** – 25+ water main extensions and replacements over 15 years
- **Affinity at Missoula** – 60,000 sf retirement community.
- **Garden City Compost** – Upgrade City of Missoula compost facility including installation of new biofilters and biosolids/compost bays.
- **Missoula Redevelopment Agency Urban Renewal District Improvements** – Water, sewer, and road/sidewalk construction over 15 years



APPENDIX A

REQUIRED FORMS & CERTIFICATIONS

MISSOULA URBAN TRANSPORTATION DISTRICT

ADDENDUM ACKNOWLEDGEMENT

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

Addendum No. None Issued Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

MISSOULA URBAN TRANSPORTATION DISTRICT

Certification and Restrictions on Lobbying

All Contracts over \$100,000

I, Chanc Meyer, Principal In Charge, hereby certify
(Name and title of official)

on behalf of Julian McCune/HMH, LLC DBA HMH Engineering that:
(Name of Bidder/Company Name)

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Name of Bidder/Company Name Julian McCune/HMH, LLC DBA HMH Engineering

Type or Print Name Chanc Meyer

Signature of authorized representative  Date 4/7/2026

MISSOULA URBAN TRANSPORTATION DISTRICT

Debarment and Suspension Certification

All Contracts over \$25,000

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

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

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

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

(3) It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Company HMH, LLC DBA HMH Engineering

Signature of Authorized Official:  _____ Date: 4 / 7 / 2026

Name and Title of Authorized Official Chanc Meyer, Principal In Charge

MISSOULA URBAN TRANSPORTATION DISTRICT

Federal Tax Liability and Recent Felony Convictions

I, Chanc Meyer, Principal In Charge, hereby certify
(Name and title of official)

on behalf of Julian McCune/HMH,LLC DBA HMH Engineering that:
(Name of Bidder/Company Name)

1. The Bidder/Company
 - a. Does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - b. Was not convicted of the felony criminal violation under any federal law within the preceding 24 months.

Name of Bidder/Company Name Julian McCune/HMH,LLC DBA HMH Engineering

Type or Print Name Chanc Meyer

Signature of authorized representative  Date 4/7/2026



APPENDIX B

RESUMES



Julian McCune

Project Manager, Senior Special Inspector



CONTACT

- 406.543.3100
- jmccune@hmh-llc.com
- www.hmh-llc.com
- 2614 Murphy St.,
Missoula, MT 59808

EDUCATION

- Master of Science in Geosciences
University of Montana, Missoula, MT (2008)
- Bachelor of Science in Geology
Humboldt State University, Arcata, CA (2003)
- Associate of Science in Science
Grossmont Community College, El Cajon, CA (2000)

REFERENCES

- Chris Holman, PE | Consulting Engineer | 406.544.6194
- John Horat, PE | Ravalli County Roads and Bridges Director | 406.370.1231
- Tyson Watson, PM | Hulteng Construction Management | 406.655.1116

CERTIFICATIONS

- WAQTC Sampler/Tester Qualifications #121102: AgTT, AsTT, EBTT, ACI-CFTT
- Special Inspection: ICC Soils Special Inspector, ICC Reinforced Concrete Special Inspector, ICC Structural Masonry Special Inspector, ICC Spray Applied Fireproofing Special Inspector

PROFESSIONAL PROFILE

Mr. McCune earned a Master of Science Degree in Geology and has over 17 years of experience in construction materials testing, special inspection, and project management including time spent in the laboratory and in the field. He has managed a team of materials testers and special inspectors servicing greater western Montana for over six years, specializing in mass civil construction, utility improvements, jurisdiction facilities, and safety-accessibility-mobility projects. With a clear understanding of specifications, procedures, and building codes, and a wide breadth of projects, he has developed extensive management and inspection experience in materials laboratory testing and all aspects of field-testing including inspection and testing of reinforced and plain concrete, structural masonry, soils, fireproofing, and hot-mix asphalt.

Masters Thesis: Field mapping approximately 60 square miles of remote west-central Montana. Including project planning, measuring stratigraphic sections, extensive sampling, thin section analysis, paleocurrent indicator analysis, provenance analysis, field map digitization and report synthesis.

PROJECT EXPERIENCE

Missoula County Public Schools Projects – Smart Schools 2020 Bond Improvement Project (\$150M) | CE&I 2016 – 2020

- Hawthorne Elementary** – 9,500 sf expansion/remodel.
- Lewis and Clark Elementary** – 23,000 sf expansion/remodel.
- Paxson Elementary** – 14,500 sf expansion/remodel.
- Russell Elementary** – 9,700 sf expansion/remodel.
- C.S. Porter Middle School** – 5,000 sf expansion/remodel.
- Meadow Hill Middle School** – 15,000 sf expansion/remodel.
- Big Sky High School** – 6,000 sf expansion/remodel.
- Seeley-Swan High School** – 6,000 sf expansion/remodel.
- Sentinel High School** – 11,000 sf expansion/remodel.
- Lowell Elementary School** – 28,000 sf expansion/remodel.
- Franklin Elementary School** – 56,000 sf new building.
- Rattlesnake Elementary School** – 6,500 sf expansion/remodel.
- Jeanette Rankin Elementary School** – 57,000 sf new building.
- Hellgate High School** – 11,000 sf expansion/remodel.
- Washington Middle School** – 28,000 sf expansion/remodel.
- Willard Alternative High School** – 28,000 sf new building.

Other Projects:

DeSmet School – 22,000 sf – expansion/remodel including new gym.

St. Ignatius High School – 26,000 sf – expansion/remodel.

Washington-Grizzly Champions Center – 46,000 sf – two-story athletic facility.

Gilkey Center for Executive Education – 31,000 sf – new university building.

GSK Industrial production facility – Hamilton, MT – \$70M expansion.

Summit Beverage – 105,000 sf – new warehouse and distribution center.

Mountain America Credit Union – 4,300 sf - new bank branch building.

Love's Travel Stop – Missoula, MT: new truck stop including C-Store, auto and truck fueling facilities, and truck service center.

Loren's Carpet – 26,000 sf Warehouse/Showroom expansion.

U of M Student Athlete Academic Center –

Northwest Energy – Solar Pilot Project: demonstration project for solar power systems at 4 Missoula High School campuses.

Bitterroot Humane Association – 11,500 sf new facility.

YMCA Missoula (The Meadowlark) – 48,000 sf new facility including basement parking garage.

Missoula Subaru – 28,000 sf new facility including extensive site embankment/fill.

Western Montana Fish and Game Association – new 20,000 sf indoor shooting range with basement.

Hexion Montana – 20,000 sf laboratory and industrial production facility.

Partners Hope Center – 15,200 sf hospice in-patient care center.

O'Reilly Auto Parts – Missoula and Anaconda stores.

Lolo School K-8 – 80,000 sf new building.

Hamilton Fire Station – 13,000 sf new facility.

Advanced Materials Solutions – 15,000 sf laboratory and industrial production facility.

University of Montana Indoor Practice Field – dome foundation and support buildings.

Smitty's Car Wash – two new Missoula locations.

City of Missoula Water Improvements – 25+ water main extensions and replacements over 15 years

Alberton Water System Improvements – 7,500 feet of water main replacement.

Affinity at Missoula – 60,000 sf retirement community.

Garden City Compost – Upgrade City of Missoula compost facility including installation of new biofilters and biosoils/compost bays.

Missoula Redevelopment Agency Urban Renewal District Improvements – Water, sewer, and road/sidewalk construction over 15 years



Todd Lorenzen, PE



Senior Project Manager

CONTACT

- 406.543.3100
- tlorenzen@hmh-llc.com
- www.hmh-llc.com
- 2614 Murphy St.
Missoula, MT 59808

EDUCATION

Master of Science in Civil Engineering,
Specializing in Geotechnical Engineering
University of Idaho, Moscow, ID (1997)

Bachelor of Science in Construction
Engineering
North Dakota State University, Fargo, ND (1983)

REFERENCES

- Mike Day, PE | WGM Group, Sr. Project Manager | 406.370.0274
- Mark Bellon, PE | IMEG Corp, Sr. Project Manager | 406.721.1042
- Vince Gavin, AIA | Gavin-Hanks Architecture, Architect | 406.207-1244

CERTIFICATIONS

- Professional Engineer in the State of Idaho, License No. 14608
- Professional Engineer in the State of Washington, License No. 49592
- Professional Engineer in the State of Montana, License No. 10067
- Professional Engineer in the State of Alaska, License No. 13405
- Professional Engineer in the State of North Dakota, License No. 6978
- Professional Engineer in the State of South Dakota, License No. 7267
- Professional Engineer in the State of Wyoming, License No. 9261
- Professional Engineer in the State of New Mexico, License No. 22594

PROFESSIONAL PROFILE

Todd began his engineering career upon graduation from North Dakota State University in 1983 with the U.S. Peace Corps in Nepal where he designed and oversaw the construction through CARE/Nepal of four tail suspension bridges in Taplejung District. He returned to the United States and began work with BRW, Inc. an engineering/architectural firm in Minneapolis, MN. There, he worked as a Civil Engineer Pro I on projects that included the Mall of America in Bloomington and the 21st Street Overpass in Moorhead, Minnesota.

In 1988, Todd moved to Helena, Montana and began a 12-year career with the Montana Department of Transportation's Geotechnical Section. There, he developed a rapport with the Bridge Bureau and became the lead deep foundation designer from the Geotechnical Section. Todd introduced drilled shafts and fluted, tapered piles (Monotube) to the Bridge Bureau. He also worked closely with the Hydraulics Section and with the Road Design Section and was also included in many Construction Bureau discussions related to earth moving operations.

In early 2000, Todd moved from State Agency work to Consulting and worked for nearly 15 years for Pioneer Technical Services out of their Helena and then Missoula offices. There he expanded his work to include pavement typical sections, slope stability, earthen dams, railroad spurs, and foundations for commercial, industrial, agricultural, and educational facilities. He started and organized a construction materials/geotechnical testing laboratory and received accreditation through AMRL and CCRL. In 2014, Todd moved on to Big Sky Civil & Environmental, opening a Missoula office for the Great Falls, MT company. He continued his geotechnical engineering consulting and started and organized a construction materials testing lab for the Great Falls office. In 2015, Todd started his own geotechnical engineering company, Lorenzen Soil Mechanics. He included a soils testing lab to be used for his geotechnical engineering reports. His projects included much of the same work from the previous 32 years and expanded to include residential work.

In July of 2025, Todd joined HMH Engineering's Missoula office and was immediately thrust into two emergency bridge design projects that needed to be replaced within a matter of a couple of months. Those projects are moving forward in construction.

Todd was an adjunct professor for Carrol College in Helena, MT from 1999 to 2008, teaching Soil Mechanics and introducing a Construction Material Testing course. That course allowed the ASCE Student Chapter to finally construct and participate in the Concrete Canoe Contest in Vancouver, WA.

PROJECT EXPERIENCE

Buckhorn Road Bridge, Idaho County | Idaho Transportation Department | HMH 2025 | Geotechnical Engineer

This 149-foot long, three-span timber bridge is in the process of being replaced with a 170-foot-long steel Bailey bridge over the South Fork of the Clearwater River. The site was investigated using an air rotary drill rig and the samples were sent to one of the HMH Missoula laboratories for testing. Micropile foundations were designed to support the bridge at the two abutments. A micropile was installed and proof tested. It was loaded to nearly 125 percent of its design capacity and did not exhibit plunging failure. Costs were approximately \$30,000 for geotechnical engineering.

Fort Missoula Ponds, City of Missoula | WGM Group | HMH 2025 | Geotechnical Engineer

This is an ongoing project to address the Clark Fork River bank erosion near the Fort Missoula Ponds former gravel pits. HMH has logged and sampled several test pits in the vicinity of the riverbank erosion to characterize the soils. Slope stability analyses will be conducted, and erosion mitigation efforts such as root wads and revegetation will be discussed. Costs will be approximately \$10,000 for geotechnical engineering.

Grimes Creek Bridge, Boise County | Boise National Forest | Price Contracting | HMH 2025 | Geotechnical Engineer

This 90-foot long, single-span timber bridge is in the process of being replaced. At the time of initial construction this year, the bridge abutments which are downstream of the existing bridge, were designed to be on spread footings. During construction, it was found that the foundation subgrade soils were unstable and could not support the shallow foundation abutments. The site was then investigated using an air rotary drill rig and the samples were sent to one of the HMH Missoula laboratories for testing. Steel H-piles were designed to support the gravel-surfaced structure. Costs were approximately \$30,000 for geotechnical engineering.

Lolo Street Bridge, City of Missoula | DJ&A P.C. | LSM 2025 | Geotechnical Engineer

Lorenzen Soil Mechanics (LSM) worked with the DJ&A structural engineers to provide geotechnical foundation recommendations for a 93-foot long, 44-foot wide single-span concrete beam bridge crossing Rattlesnake Creek in a residential neighborhood in northeast Missoula. The site was investigated using a sonic drill rig and the samples were taken to LSM's soils laboratory for testing. Recommendations for shallow foundations were provided for the abutments. Costs were approximately \$20,000 for geotechnical engineering.

Asbury Bridge over the Clark Fork River | Granite Co. | WGM Group | LSM 2024 | Geotechnical Engineer

LSM worked with the civil engineers at WGM Group and the structural engineers with Muth Engineering to provide deep foundation design recommendations for a private bridge crossing the Clark Fork River west of Drummond, Montana. The site was investigated with an air rotary drill rig, and the samples were delivered to LSM's soils laboratory for testing. Design recommendations for steel H-piles were provided. Costs were approximately \$10,000 for geotechnical engineering.

St Mary Canal Diversion Works, Glacier Co. | NW Construction | WGM Group | LSM 2024 | Geotechnical Engineer

LSM worked with WGM Group by providing design recommendations for a temporary earthen cofferdam to plug the existing diversion for the St. Mary River. The design recommendations included slope stability and seepage analyses and included materials information provided by the U.S. Bureau of Reclamation. Costs will be approximately \$10,000 for geotechnical engineering.

Lower Belmont Creek Bridge, Missoula Co. | Bureau of Land Management | LSM 2020 | Geotechnical Engineer

LSM worked with the Stahly Engineering & Associates structural engineers to provide geotechnical foundation recommendations for a 35-foot long, single-span concrete beam bridge crossing Lower Belmont Creek in a mountainous region northeast of Potomac, MT. The site was investigated using an air rotary drill rig and the samples were taken to LSM's soils laboratory for testing. Recommendations for shallow foundations were provided for the abutments. Costs were approximately \$10,000 for geotechnical engineering.

Kootenai Development Impoundment Dam (KDID), Lincoln Co. | MT DNRC | WGM Group | LSM 2020 | Geotechnical Engineer

LSM worked with WGM Group to provide design recommendations for a 20-foot-tall earthen cofferdam on top of the 150-foot-tall mine tailings dam. The purpose of the cofferdam was to provide protection during a 500-year rain event to a spillway that would be under replacement construction. LSM provided slope stability analyses and settlement calculations for the earthen cofferdam from laboratory testing completed by Pioneer Technical Services. The samples had been logged and collected by Stantec. A 40-inch diameter culvert passed through the cofferdam to allow drainage of the 500-year hydraulic event within 5 days. The settlement analysis was needed to determine how much camber was needed in the pipe culvert. The culvert settled into place, matching LSM's design estimates. Costs were approximately \$80,000 for LSM's geotechnical engineering involvement.

Opportunity Bank – Great Falls, MT | LSM 2019 | Geotechnical Engineer

LSM worked with Big Sky Civil & Environmental (BSC&E) to provide geotechnical engineering services to support a three-story office building over approximately 50 feet of low bearing soils overlying shale/sandstone bedrock. Pipe piles were designed and driven into the formation material.

Mainstay Suites & Sleep Inn – Great Falls, MT | Billings Holdings, LLC | BSC&E/LSM 2016/2018 | Geotechnical Engineer

Big Sky Civil & Environmental (BSC&E) and then LSM provided geotechnical services to provide foundation design recommendations for a four-story hotel near the Missouri River. Very loose sands, saturated below 8 feet and very soft silty clays extended to 45 feet, grading to loose sands and medium stiff clay layers to 100 feet. Provided foundation designs for rammed aggregate piers, driven piling, structural mat foundation, continuous spread footings on stabilized subgrade with structural fill reinforced with structural geogrids. The hotel was ultimately built on continuous footings and reinforced structural fill. Geotechnical Engineering costs were approximately \$30,000.

Eglise Mountain Bridge, Yellowstone Club Big Sky, MT | Jackson Contracting Group | BSC&E/LSM 2015/2017 | Geotechnical Engineer

BSC&E and then LSM worked with Beaudette Consulting Engineers to design the deep foundations for a 500-foot long, four-span arched bridge leading to a new development with a new ski lift. The site was investigated using an air rotary drill rig and the samples were taken to Pioneer Technical Services and to Holman Consulting Engineers (now HMM Engineering) for testing. Recommendations for shallow foundations and deep foundations were provided for the intermediate bents and abutments. Micropiles were designed for deep foundations and had their lateral capacities load tested. Costs were approximately \$85,000 for geotechnical engineering.

Town Pump - West Reserve Street, Kalispell, MT | Town Pump, Inc. | Pioneer/BSC&E 2015 | Geotechnical Engineer

Pioneer Technical Services (Pioneer) and then BSC&E provided geotechnical engineering services to Town Pump to address slope stability failures leading to the Stillwater River next to the Town Pump property and to provide geotechnical foundation and parking area recommendations for an addition onto an existing building that would be converted to a commercial building. The slope leading to the Stillwater River had failed due to a septic drain field operating too close to the crest of a predominately silty soil slope. The slope was stabilized with tree root wads and plantings. Costs were approximately \$20,000 for geotechnical engineering.

United Grain 8-Pack Grain Elevator and Railroad Spur, Conrad, MT | Pioneer 2013 | Geotechnical Engineer

Pioneer completed a subsurface investigation and a deep foundation for a 140-foot tall 8-pack, 110-rail car grain elevator southwest of Conrad, Montana for Big Sky Civil & Environmental of Great Falls. Auger cast piles were designed to support the facility loads. The auger cast piles extended to 40 feet in depth. A load test was performed by filling the grain elevator to its capacity and settlements were measured to range from 0.12 inches to 0.24 inches over a 7.5-month loading period. Pioneer also completed the typical section design for the accompanying railroad spur.

Various Bridge Sites within the State of Montana | Pioneer 2001 - 2014 | Geotechnical Engineer

Single-span bridges over small drainages were designed for roadways that included gravel secondary or county roads to U.S. Highway routes. The various site designs included either shallow or deep foundations. Pioneer typically provided the bridge foundation designs to Stahly Engineers & Associates of Helena, MT. Mr. Lorenzen provided approximately a dozen of these bridge foundation designs.

Various Bridge Sites across the Entire State of Montana | Montana Department of Transportation (MDT) 1988 - 2000 | Geotechnical Engineer

Bridge projects of various sizes and foundations included single-spans across small drainages to multiple spans across some of Montana's major rivers including the Missouri, Yellowstone, Clark Fork, and Milk Rivers. Deep foundations included driven timber, steel pipe, and steel H-piles. Mr. Lorenzen introduced steel tapered, fluted piles to MDT. These piles largely replaced the timber piles. Mr. Lorenzen also introduced drilled shafts to MDT which are now widely used by the Department. Piles beneath piers were analyzed for their lateral capacities using p-y curve methodology. L-Pile software was later employed to analyze the lateral capacities. Pile driving depths and capacities took scour depths into account. The MDT Hydraulics Section provided the scour analyses. Static load tests were performed on a few piles, particularly on the new tapered, fluted piles. The Teas Quick Load method was used. The results were favorable and were in close approximation with the calculated static ultimate load bearing capacities. Dynamic load tests were performed on a few locations by Goble, Rausche, and Likins (GRL Engineers) and were in close approximation with the GRL Wave Equation Analysis Program (WEAP) dynamic analyses. Typically, the pile capacities were estimated in the field by the Construction Bureau using the Gates formula. Rarely, if ever, did Mr. Lorenzen hear of pile overruns on projects on which he had provided the pile depth/capacities. Mr. Lorenzen provided over one hundred bridge foundation site designs over his twelve-year career at MDT.



Bethany Durie

Lab Manager



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 2614 Murphy St.,
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EDUCATION

Bachelor of Science in Geology
University of Montana, Missoula, MT (2004)

CERTIFICATIONS

- WAQTC Sampler/Tester Qualifications #121957: AgTT, AsTT, DTT, EBTT, ACI-CLTT

PROFESSIONAL PROFILE

Ms. Durie has over 25 years of experience in field testing and inspection and laboratory testing of construction materials. Ms. Durie oversees all laboratory operations including testing of soils, asphalt and concrete.

Bethany provides oversight and performance of construction materials laboratory testing including moisture-density relationships (Proctors), sieve analyses, concrete compressive strength testing, hot mix asphalt properties, asphalt pavement core densities.

PROJECT EXPERIENCE

Previous Employer:

- **University of Montana Indoor Practice Facility, Missoula, MT – sports dome and support buildings**
- **Lolo School K-8, Lolo, MT – 80,000 sf building and associated hardscape**
- **Advanced Materials Solutions, Stevensville, MT – 15,000 sf laboratory and industrial production facility**
- **Canyon Gate Apartments, East Missoula, MT – apartment building complex and associated infrastructure**
- **Partners Hope Center, Missoula, MT – 15,200 sf hospice in-patient care center**
- **MRA URD II Water Main Extensions, Curb and Sidewalk - Phases 1 and 2 – Idaho, Montana, Dakota, River, California Streets, Missoula, MT – installation of new water main, curb, sidewalk and asphalt pavement**
- **East Front Street Water Main Replacement, Missoula, MT – replacement of water main and asphalt pavement**
- **Northside Pedestrian Bridge Rehabilitation, Missoula, MT – replacement of concrete elements of bridge structure**
- **Riverfront Trails Phase 1 Subdivision, Missoula, MT – new development including installation of water and sewer mains, curb and sidewalk, roadway construction and paving**
- **Canyon River Subdivision Phases 3-11, East Missoula, MT - new development including site fill, installation of water and sewer mains, curb and sidewalk, roadway construction and paving**



Manuel Parrondo



Special Inspector

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EDUCATION

- Master of Science in Forest Engineering
Universidad Politecnica de Madrid 2019
- Bachelor of Science in Forest Engineering
Universidad Politecnica de Madrid 2016

CERTIFICATIONS

- International Code Council – #10569547
 - Soils Special Inspector – Oct 2028
 - Reinforced Concrete Special Inspector – Nov 2028
 - Structural Masonry Special Inspector – Mar 2029
- Western Alliance for Quality Transportation Construction (WAQTC) – #122043
 - Aggregate Testing Qualification – Dec 2029
 - Asphalt Testing Qualification – Dec 2029
 - Embankment & Base/Density Qualification – Dec 2029
- American Concrete Institute (ACI) – #02310616
 - Concrete Field Testing Technician. Grade I – Nov 2029

PROFESSIONAL PROFILE

Mr. Parrondo is a certified Special Inspector with several years of materials testing experience and a master's degree in Forest Engineering. He has a diverse background in infrastructure and transportation projects across both Europe and the United States. His experience includes work on civil infrastructure as well as commercial and residential buildings, supporting both construction and asset management efforts.

Manuel has contributed to projects for large engineering consulting firms, the Spanish Railway Infrastructure Administration (ADIF), and the federal government. Known for his strong communication skills, he builds lasting relationships with clients and stakeholders to ensure smooth coordination throughout each project.

PROJECT EXPERIENCE

- Montana State Prison Replace Low-Side Housing | Deer Lodge, MT**
- Community Food Bank of Mineral County | Superior, MT**
- SK Supportive Housing | Ronan, MT**
- Philipsburg Treated Water Storage Tank | Philipsburg, MT**
- Addition to St. Mary Church | Stevensville, MT**
- Darby Estates Land Development | Darby, MT**
- NFSR 451; Elk Meadows Bridge | Lolo, MT**
- NFSR 282; S. Little Joe Bridge | St. Regis, MT**
- Pajares High Speed Railway Bypass | Asturias, Spain**
- Palencia – Leon High Speed Railway Improvements | Leon, Spain**
- Salamanca – Fuentes de Oñoro Railway Improvements | Salamanca, Spain**
- New Access to Madrid Airport Terminal 4 in UIC gauge | Madrid, Spain**
- Routine Bridge Inspection, National Forests in Florida | Various Locations, FL**



Nicholas Carbonell



AWS Certified Welding Inspector

CONTACT

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EDUCATION

- AAS, Sustainable Construction Technology
Missoula College, Missoula, MT (2022)
- AAS, Welding Technology
Missoula College, Missoula, MT (2018)

CERTIFICATIONS

- American Welding Society Certified Welding Inspector- #25084321
- ACI Sampler/Tester Qualifications: #02310616 ACI Concrete Field Testing Technician, Grade 1
- American Portable Nuclear Gauge Association (APNGA) – Nuclear Gauge Safety Certification & HAZMAT

PROFESSIONAL PROFILE

Mr. Carbonell brings a strong background in welding, fabrication, and construction to HMH's Special Inspection team. With more than a decade of hands-on experience in structural welding and fabrication, Nick is well-versed in industry standards including AISC and AWS D1.1. He has worked extensively with MIG, SMAW, and TIG welding processes, as well as fabrication of beams, columns, handrails, balconies, and other structural components.

His expertise extends to blueprint reading, precision measurement, and quality control—skills critical for ensuring structural integrity and compliance during inspections. Nick has also trained and supervised teams, reinforcing his commitment to safety, accuracy, and clear communication on job sites.

In addition to his technical expertise, Nicholas served five years in the U.S. Army as an Infantryman and Team Leader, earning commendations for his leadership and attention to detail. He holds dual Associate of Applied Science degrees in Welding Technology and Sustainable Construction Technology from Missoula College.

At HMH, Nicholas applies his practical construction knowledge and welding certifications to provide thorough, reliable inspections that support safe and successful projects across the region.

PROJECT EXPERIENCE

- SH16, I84 IC to Franklin IC | Plains, MT**
- Reinhardt Ranch | Tower Engineering Professionals**
- Meadowlands Phase 2 | Hayden Homes**
- Liberty Estates | Tollefson Construction**
- South 4th Street West | Phase 2 Water Main Replacement**
- SK Supportive Housing | MarcArthur, Means & Wells Architects**
- Kim Williams Trail Intersection Improvements | MT Dept of Admin**
- Hampton Inn & Home2 Suites | TCK Hospitality, LLC**
- Washburn, Idaho, Montana, Catlin (WIMC) Water & Sidewalk Project**
- Bank Street Parking Garage Renovation | Missoula Parking Commission**
- Garden City Compost Facility Improvements | Western Municipal Construction**
- Addition to Summit Beverage | Summit Beverage**
- Roseburg Ponds | Lorenzen Soil Mechanics**
- Peschel Condominiums | Professional Consultants Inc.**
- Phillips St. Water Main Replacement | City of Missoula**
- Kensington Ave. Water Main Extension | WGM Group**
- Grant Creek Crossing | Lorenzen Soil Mechanics**
- Paulson Apartments | Osellame Multifamily Construction, LLC**
- Diversified Plastics | Edgell Building Inc.**
- South 13th St. West (Easton to Schilling) Water Main Replacement**
- Twin Creeks Phase 2 | Special Excavating**
- Alberton Water Improvements | RLC Enterprise**
- Dickens to McCormick Water Replacement**
- Ravalli Street Reconstruction | Williams Civil Construction**



Brian Turner

Field Technician



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EDUCATION

Associate of Applied Science in
Sustainable Construction Technology
University of Montana, Missoula, MT (2022)

CERTIFICATIONS

- ACI Concrete Field-Testing Technician
– Grade 1
- APNGA Portable Nuclear Gauge Safety
- US D.O.T. Hazmat Certification
- Reinforced Concrete Special Inspector
(Pending)

PROFESSIONAL PROFILE

Mr. Turner is an experienced field technician specializing in construction materials testing with extensive hands-on experience in asphalt, soil, and aggregate. Most of Brian's time is spent working directly in the field supporting roadway construction projects by ensuring materials meet required specifications and quality standards. His material testing knowledge spans asphalt density testing, sampling, aggregate testing, and compaction verification. Having worked on a wide variety of projects Mr. Turner is adaptable, well equipped for fast paced situations, and has a strong knowledge for field testing procedures

PROJECT EXPERIENCE

- Montana State Prison | Deer Lodge, MT | CE&I | 2026 | Field Technician*
- Affinity at Missoula | Missoula, MT | CE&I | 2025-2026 | Field Technician*
- Garden City Compost | Missoula, MT | CE&I | 2025-2026 | Field Technician*
- Addition to Summit Beverage | Missoula, MT | CE&I | 2025 | Field Technician*
- Revalli Street Reconstruction | Hamilton, MT | CE&I | 2025 | Field Technician*
- Agwest Farm Credit Services | Missoula, MT | CE&I | 2025 | Field Technician*



Rachel Flint McKee

Project Manager



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EDUCATION

Associates in Specialized Business Management, Automotive, and Fabrication
Wyoming Technical, Laramie, WY

REFERENCES

- Glenn Ritter, PE | City of Spokane Valley | Senior Engineer | 509.720.5018
- Ben Dailey, PE | Forensic Engineer | 559.341.0675
- Tim Bouten | Bouten Construction | Superintendent | 509.370.4152

CERTIFICATIONS

- AWS Certified Welding Inspector #22110861
- ICC Master of Special Inspection #9495713
- ICC Prestressed Concrete Special Inspector
- ICC Soils Special Inspector
- WAQTC Sampler/Tester Qualifications #60627: AgTT, AsTT II, DTT, EBTT, ACI-CFTT
- ACI Masonry Field & Aggregate Base

PROFESSIONAL PROFILE

With over 15 years of extensive experience in the engineering industry, I have cultivated a strong technical background through diverse roles, including Certified Welding Inspector, Master of Special Inspection, and now Project Manager at HMH Engineering. My expertise encompasses structural inspections, welding processes, reinforced and pretensioned concrete evaluations, civil and geotechnical studies, and effective project management. I have successfully collaborated with leading clients such as the U.S. Army Corps of Engineer and City and County Jurisdictions delivering customized solutions that uphold the highest industry standards.

Driven by a passion for continuous professional development, I prioritize the implementation of rigorous quality assurance protocols and adherence to safety standards while navigating complex code requirements. I am a strong advocate for teamwork and believe that success is achieved through open communication and collaborative problem-solving. My goal is to optimize project outcomes and elevate industry standards, ensuring that every project not only meets but exceeds client expectations, positively impacting the communities we serve.

PROJECT EXPERIENCE

Koz on West 4th Avenue, Spokane, WA | Koz Development | 2024-2025 | Project Manager & Senior Special Inspector

This project consists of a 210 unit, five-story, 80,700 square-foot wood apartment complex over 2 levels of post-tensioned concrete structured parking with 108 parking spaces. Amenities include a large courtyard with barbecues and common area laundry facilities being constructed for Essential Workers in the Spokane area. A temporary crane pad was constructed in the middle of the 2-level reinforced concrete foundation to allow for construction. Estimated construction cost for this project is \$50 million.

Spokane International Airport Taxiway A Reconstruction, Spokane, WA | Spokane County/City of Spokane/RS&H, Inc. | 2023-2025 | Project Manager

Reconstruction of 11,000-foot commercial and cargo path access to the Airport's primary airside facilities and main runway. Project included replacing 2,000 lineal feet of asphalt with a more durable concrete surface to help strengthen the structural integrity of the pavement for heavy aircraft use. Replacing incandescent airfield taxiway edge and centerline lights with new LED lights. Installing new LED airfield directional and guidance signage that helps pilots to navigate on the ground during taxi, takeoff and landing. Federal funding for the project was \$18 million.

PROJECT EXPERIENCE (Continued)

Almira K-8 School Replacement, Almira, WA | Almira School District, OAC Services | 2021-2023 | Senior Special Inspector

This project included a 48,000 square-foot K-8 school designed for flexible learning, complete with advanced technology for students. A 2,000 square-foot district office, innovative greenhouse, and CTE pole building were also constructed. The site featured extensive civil and geotechnical work, reinforced concrete elements, structural welding and bolting, and structural masonry for durability and safety. Construction cost for the design build was \$13 million.

- ***Methow Valley State Airport | Woolpert, Inc.***
- ***Jubilant HollisterStier Line 4 Addition | Jubilant HollisterStier Laboratories***
- ***The NATIVE Project | Wenaha Group***
- ***Taft West Concrete Barrier | Montana Department of Transportation***
- ***Spokane International Airport – TREX Concourse C Addition | Garco Construction***
- ***SIA Administration Building | Bouten Construction***
- ***Grand Coulee Dam | NNAC, Inc.***
- ***Sacajawea Middle School | OAC Services***
- ***Pangborn Airport Reconstruction | Ardurra Group, Inc.***
- ***STA Central City Line | Spokane Transit Authority***
- ***Long Lake Dam | Avista Utilities***



Chanc Meyer, PE

Managing Member



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EDUCATION

Bachelor of Science in Civil Engineering
University of Idaho, Moscow, ID (2008)

REFERENCES

- Jayme Coonce, PE | LHTAC Resident Engineer | 208.344.0565
- Jeff Ryan, PE | ITD D3 Resident Engineer | 208.344.8960
- Penny Meyers, Mountain Home Highway District, District Administrator | 208.587.3211

CERTIFICATIONS

- Professional Engineer in the State of Idaho, Certificate No. 15635
- Professional Engineer in the State of Oregon, Certificate No. 94349
- Professional Engineer in the State of Montana, Certificate No. 29095
- ITD Inspector Qualifications #22626: C&S, CA, E&B, ST&PP, TCI

PROFESSIONAL PROFILE

Mr. Meyer is a Principal Engineer and Project Manager with HMH Engineering. He has over 17 years of engineering experience in planning, design, and construction management in heavy civil infrastructure. His resume includes a background in surveying where he gained practical field experience, giving him a unique perspective for the design and construction of transportation projects. Chanc has worked with numerous project managers and engineers on projects throughout the northwest during his career, including consulting firms of various sizes, Local Highway Jurisdictions, LHTAC, ITD, utilities, and private clients. Chanc currently manages HMH's southern region and currently oversees more than \$300 million in heavy civil construction.

PROJECT EXPERIENCE

SH-16, I-84 to Franklin Road | Idaho Department of Transportation District 3 | 2022-2025 | Project Manager

This project is a new alignment, for ITD that will extend SH16 north from I-84 and connect to the existing SH-16 at US-20/26. Chanc serves as the Project Manager for the SH-16, I-84 to Franklin segment. This \$42.6 million project is part of the overall extension of SH-16 from I-84 to US-20/26. Construction includes demolition, roadwork, pile driving, bridges, a new interchange, MSE retaining walls, new drainage facilities, traffic signals, lighting, utilities, guardrails, and curb ramps.

SH-55, Smith's Ferry to Round Valley | Idaho Department of Transportation District 3 | 2020-2024 | Project Manager

This one-mile project along SH-55 closely followed the Payette River and tackled several key safety improvements. It involved straightening curves, widening shoulders, and installing guardrails throughout the narrow canyon. The project featured nine major rock cuts, including one towering over 90 feet, which required a combination of controlled blasting, rock anchors, cantilevered retaining walls, and comprehensive drainage systems. The CE&I team successfully addressed numerous challenges, such as emergency rockslides, and collaborated with ITD to keep political leaders, media, and the public informed about the project's progress. The CE&I team also conducted an extensive geotechnical investigation and developed a mitigation plan for the Cut 8 landslide that occurred during construction. This plan encompassed stability analysis, a grading plan, a rock buttress, drainage controls, a temporary roadway shoo-fly, a gravity wall, and a Tecco Mesh Stabilization System.

SH-55, Payette River Bridge; Horseshoe Bend | Idaho Department of Transportation District 3 | 2019-2021 | Project Manager

The new Horseshoe Bend Bridge is a 373-ft long, three span, bulb tee girder bridge. Construction was phased for half and half construction to accommodate traffic. The project includes temporary cofferdams for pier footings, predrilling for H-pile, precast girders, sanitary sewer modifications, and minor approach improvement. Chanc provided project management services for the HMH team that provided full construction management and inspection services for this ITD project with a construction cost of \$10,890,000.

I-84, Blacks Cr Rd IC | Idaho Department of Transportation District 3 | 2019-2020 | Project Manager

This project was built with an accelerated bridge construction method as the two bridges were constructed off to the side of the interstate. Once complete, traffic was shifted to the opposite side of the interstate, the old bridge was demolished, and the new bridge was slid into place. The project had over 6,000 ft of pile driving, 100,000 tons of excavation, 80,000 Tons of $\frac{3}{4}$ base, parapets, guardrail, and illumination.

Simco Road Phase 4 Rehabilitation | Mountain Home Highway District | 2018-2019 | Project Manager

This 2.3-mile project on Simco Road between milepost 100.0 and 102.3 consisted of pulverizing the existing pavement with an additional 4-inches of $\frac{3}{4}$ " aggregate, then placing a 5-inch plant mix overlay of new pavement. The project also includes pavement markings, improved roadway geometry, and new embedded LED warning signs powered by solar panels on one of Mountain Home Highway District's deadliest corridors.

Pence Bridge | Lost River Highway District | 2017-2018 | Project Manager

This unique project near Mackay, Idaho required over a half mile roadway realignment, driven shell piles, and precast concrete girders for a new bridge over the Big Lost River, through environmentally sensitive wetlands (requiring 4.1 acres of mitigation). Chanc led a team that provided full CE&I services including but not limited to change orders, pile driving coordination with ITD, project scheduling, and contractor payments. The most challenging aspect of this project was the coordination and negotiation of three project shutdowns because of record runoff into the Big Lost River.

US-95 Drainage and Sidewalk Improvement, Cambridge | LHTAC/City of Cambridge | 2017 | Project Manager

This project for ITD Dist. 3 included the downtown improvements of sidewalks, driveway approaches, drainage, and roadway signage along US-95 in the City of Cambridge. This job also required challenging ADA compliance with downtown buildings right outside of ITD ROW.

Meridian Town Center | Idaho Department of Transportation District 3 | 2016-2017 | Project Manager

This urban roadway project added a third travel lane north bound on Eagle Road (SH-55) and was privately funded and administered by ITD Dist. 3. The project included sign and signal upgrades with the addition of right turn lanes. The most challenging aspect of this job was the need for extensive traffic control layouts on one of Idaho's busiest highways.

Allen Bridge, Near Salmon | LHTAC/Lemhi County | KN 09914 | 2016 | Project Manager

The Allen Bridge project was a federally funded bridge project sponsored by Lemhi County and administered by LHTAC. The project consisted of a 70-foot clear span bridge over the Lemhi River. The bridge was constructed of concrete bulb tee girders, supported by steel piles and concrete pile caps. The roadway approaches were also reconstructed as part of the project and the new bridge overlaid with five inches of pavement. The bridge was closed during construction and a 12-mile detour implemented to route traffic around the project. The most difficult elements of the project were its remoteness as well as addressing the public concerns associated with the length of the detour, emergency services access, and economic impacts to the community. The project was completed 46 days ahead of the original project schedule and was delivered on budget. The County and public were very satisfied with the finished project.

Sand Hollow Road Improvements, Phase I | LHTAC/Highway District #1 | 2015-2016 | Project Manager

Sand Hollow Road was a federally funded roadway overlay project sponsored by Highway District No. 1 and administered by LHTAC. The project consisted of approximately six miles of roadway overlay including specified portions of roadway reconstruction, replacement of numerous irrigation crossings, and new guardrail on two canal bridges. A portion of the roadway was within Payette County's jurisdiction while the largest portion of the roadway was within Highway District No. 1's jurisdiction. Thus, coordination was required between both jurisdictions. The reconstruction areas of the roadway were specified on the construction drawings but Chanc in conjunction with LHTAC, the Highway District, and Payette County verified these locations by inspecting the entire length of the roadway. The roadway remained open for the entirety of the project duration and the project was completed on time and within budget.