

**AGREEMENT**  
**Professional Services for East Missoula**  
**Highway 200 Corridor Plan**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the **Missoula Metropolitan Planning Organization**, 435 Ryman Street, Missoula, Montana 59802, (hereinafter called MPO) and **WGM Group, Inc.**, 1111 East Broadway, Missoula, MT 59802, (hereinafter called WGM).

**PRELIMINARY STATEMENT**

The MPO desires to enter into an Agreement with WGM to prepare a corridor plan for the portion of Highway 200 between Van Buren Street and Tamarack Road (Hwy 200 Corridor Plan) for the Missoula Metropolitan Planning Area.

- I. Independent Research Contractor It is understood by the parties hereto that WGM is an independent contractor and that neither its principals nor its employees are employees of MPO for purposes of income tax, retirement system, or social security (FICA) withholding.
- II. Employment of WGM MPO hereby agrees to retain the professional services of WGM pursuant to the terms and provisions of this Agreement, and WGM agrees to perform the professional services identified pursuant to the terms and provisions of this Agreement in a competent, professional, and acceptable manner. Services shall be as described within the letter entitled “Consulting Scope of Services – Work Plan”, attached hereto as “Exhibit A”.
- III. Payment for Services Payment for services shall be based on the cost of materials used and hours actually worked at the rates listed in Exhibit A to this Agreement. The sum of all services shall not exceed the estimated total cost of services listed on Exhibit A herein as up to two hundred and fifty-eight thousand dollars (\$258,000) with an additional 10%, or twenty-five thousand, eight hundred dollars (\$25,800), in contingency funds, for a total of two hundred and eighty three thousand, eight hundred dollars (\$283,800), without prior written approval from the MPO.
  - A. Basic Services For services listed in Exhibit A attached hereto, the MPO shall pay WGM monthly based on actual work performed and actual costs detailed within invoices in a form approved by MPO.
  - B. Contingency Services As stated in Section III, an additional 10%, or \$25,800, in contingency funds may be provided under the contract, in the event that additional resources or time are necessary to complete the services described in Exhibit A or new services are required that were not included in Exhibit A. Use of contingency funds by WGM must be authorized in writing by MPO and the Mayor in advance of WGM

incurring expenses to be paid by MPO. If authorized, written approval by MPO of such services shall detail actual services, documentation, and schedules required for work completion.

The MPO shall pay WGM for authorized contingency services based on invoices indicating hours worked pursuant to WGM's hourly rates costs listed in Exhibit A hereto and materials costs or as negotiated and mutually agreed upon in writing.

- C. Extra Services Extra services in addition to Basic Services and Contingency Services by WGM must be authorized in writing by MPO and Mayor and approved by City Council in advance of WGM incurring expenses to be paid by MPO. If authorized, written approval by MPO of such services shall detail actual services, documentation, and schedules required for work completion.

The MPO shall pay WGM for authorized extra services based on invoices indicating hours worked pursuant to WGM's hourly rates costs listed in Exhibit A hereto and materials costs or as negotiated and mutually agreed upon in writing.

- IV. Liaison The MPO's designated liaison with WGM is Tara Osendorf. WGM's designated liaison with the MPO is Kate Dinsmore. All payments made to WGM shall be sent to:

WGM Group, Inc.  
1111 E Broadway St  
Missoula, MT 59802

- V. Information The MPO agrees to provide WGM with all available information pertinent to the project and to perform the following services:

- A. Give thorough consideration to all reports, estimates, exhibits, proposals, and other documents presented by WGM and shall inform WGM of all decisions within a reasonable time.
- B. Provide rooms for all of the meetings necessary as a part of the project, provide notice to TTAC/TPCC/City of Missoula and any necessary stakeholders of upcoming meetings, receive and act upon all protests and requirements in the development of the Project and pay all costs incidental thereto.

- VI. The MPO and WGM further agree to the following conditions:

- A. Conflict of Interest WGM covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project which would conflict in any manner or degree with the performance of its services hereunder. WGM further covenants that, in performing this Agreement, it will employ no person who has any such interest during the term of this Agreement.

B. Modification and Waiver This Agreement may not be modified, altered, or changed except pursuant to a written agreement signed by the parties hereto. A waiver of any term or condition of this Agreement or of any breach of this Agreement shall not be deemed a waiver of any other term or condition of this Agreement or any part hereof or of any later breach of the Agreement. Any modification or waiver must be in writing.

C. Termination of Agreement This Agreement may be terminated as follows:

1. If, at any time before the date of completion, one of the parties determines that the other party has failed to comply with any of the terms and conditions of this Agreement, the aggrieved party may give notice, in writing, to the defaulting party of any deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If the defaulting party fails to cure and correct all defaults claimed within a reasonable period to be specified in the notice, the aggrieved may, with no further notice, declare this Agreement to be terminated in whole or in part.
2. If WGM is the defaulting party, it will thereafter be entitled to receive payment for those services satisfactorily performed to the date of termination less the amount of reasonable damages suffered by the MPO or City of Missoula by reason of WGM 's failure to comply with the Agreement's terms and conditions.
3. If the MPO is the defaulting party it will pay WGM for those services performed in a satisfactory manner and accepted to the date of the termination.
4. If WGM is the defaulting party, the MPO may withhold any payments to WGM for purposes of setoff until the exact amount of damages due the MPO or City of Missoula from WGM is determined and reconciled.
5. The MPO shall be entitled to all work items performed satisfactorily or in progress pertaining to this Agreement pursuant to any termination

D. Non-Discrimination WGM agrees that any and all hiring by them related to this Agreement shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

Additionally, Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Non-Discrimination Policy and Affirmative Action Plan, as well as Title 49 Montana Codes

Annotated, entitled "Human Rights" or forfeit the right to continue such business A copy of the City's and MPO's Non-Discrimination and Affirmative Action Policy is attached and incorporated hereto as "Exhibit B" and "Exhibit C", respectively.

- E. Ownership and Publication of Materials All reports, information, websites, social media content, data and other materials prepared by WGM pursuant to this Agreement are the property of the MPO and the City of Missoula which shall have the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating hereto. 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 the MPO or City of Missoula. Any reuse by the MPO or the City of Missoula on other projects not contemplated under this Agreement shall be at their sole risk, without legal liability to WGM.
- F. Reports and Information WGM will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the MPO to assure proper accounting for all project funds. These records will be made available for audit purposes to the MPO, the City of Missoula, and their authorized representatives, and will be retained for three years after receipt of final payment for the services rendered under this Agreement unless permission to destroy them is granted by the MPO of the City of Missoula. WGM's records relating to this Agreement will be available during normal business hours for inspection by the MPO, City of Missoula and their authorized representatives. Additionally, WGM hereby certifies that it will comply with City of Missoula, State of Montana, and MPO requirements regarding retention of and access to public records, including all information and data provided by the public through various means, including web and social media-based records.
- H. Legal Venue This Agreement will be construed under and governed by the laws of the State of Montana. In the event of litigation concerning it, venue is the Fourth Judicial District in and for the County of Missoula, State of Montana.
- I. Accreditation and Eligibility W G M hereby certifies that work on each part of the services performed pursuant to this Agreement and any Addenda or approved Extra Services shall be performed by or under the direct supervision of personnel currently accredited or licensed to perform such work in the State of Montana when a license or accreditation is necessary or appropriate.
- J. Workers Compensation Insurance WGM hereby certifies that pursuant to Section 39-71-401, MCA, WGM has obtained and will maintain at its expense for the duration of this Contract, coverage in a Workers' Compensation insurance program with either the State of Montana, a private insurance carrier, or an approved self-insurance plan in accordance with Montana State law for its principals and employees for the services to be performed hereunder and that the MPO has no liability for WGM's workers' compensation insurance claims.

- K. Liability Insurance and Errors and Omissions Insurance WGM hereby certifies that it has and shall maintain during the time period of this Agreement, liability insurance in the minimum amount of \$750,000 per claim and \$1,500,000 aggregate/total includes liability for accidents occurring during service delivery or at the services delivery site that are attributable to WGM or its agents' conduct.

WGM shall maintain Professional Errors and Omissions Insurance in the minimum amount of \$1,000,000 per claim.

- L. Previous Agreements This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. There are no promises, terms, conditions, or obligations, other than contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.
- M. Binding Effect This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the MPO and WGM respectively and their partners, successors, assigns and legal representatives. Neither the MPO nor WGM shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.
- N. Indemnification WGM shall indemnify, defend, and hold the MPO and City of Missoula and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from WGM's negligence under this Agreement. Nothing herein shall require WGM to indemnify the MPO against and hold harmless the MPO from claims, demands or suits based solely upon the conduct of the MPO, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence.
- O. Severability If a part of this Agreement is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- P. Copies of Agreement. This Agreement is executed in two original copies. Each of the parties hereto will be provided with one such original copy.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first hereinabove written.

**WGM:**

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Brent Campbell, Principal  
WGM Group, Inc.

**MAYOR::**

**On behalf of the Missoula Metropolitan  
Planning Organization**

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John Engen, Mayor

**Attest for MPO:**

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Marty Rehbein, CMC, City Clerk

**Approved as to Form for MPO**

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Jim Nugent, City Attorney

**County of Missoula     )**

for the State of Montana, personally appeared \_\_\_\_\_ known to me

(Seal)

(Print Name)

Residing at \_\_\_\_\_, Montana

My commission expires \_\_\_\_\_

**County of Missoula** )

for the State of Montana, personally appeared \_\_\_\_\_ known to me

(Seal)

(Print Name)

Residing at \_\_\_\_\_, Montana

My commission expires\_\_\_\_\_

# EXHIBIT A



## Scope of Work and Fee Estimate

### East Missoula Highway 200 Corridor Plan Missoula Metropolitan Planning Organization

July 17, 2019

#### Phase 01: Project Initiation

**\$9,995**

The project initiation phase will refine the planning process and establish the plan for agency input and decision-making. WGM Group's project manager will actively manage and coordinate the project team, keeping in regular contact with the client's representative(s).

- Prepare Schedule
- Prepare Public Involvement Plan documenting the proposed efforts under the following topics:
  - Advisory Committee Meetings (up to eight)
  - Open Houses (up to three)
  - Resource Agency Workshop (up to one)
  - Meetings with Other Committees, Groups (up to eight)
  - Identification of roles for the MPO and other project partners
- Project Kickoff Meeting
  - Establish Advisory Committee
  - Identify Stakeholders
  - Review Community Outreach Strategy
  - Establish Meeting Dates
- Project Management and Client Coordination

**Phase 01 Deliverables:** Project Schedule, Public Involvement Plan

#### Phase 02: Introductory Framework

**\$10,799**

This phase includes reviewing data and base materials provided by the City, compiling findings from previous studies, and identifying any gaps in data. The plans will be evaluated based on the requirements for likely funding sources, particularly the BUILD grant requirements. The plans also will be evaluated for consistency with the individual needs and unique characteristics of each segment. Conflicting recommendations between plans and potential conflicts with proposed concepts will be identified. Additionally, missing transportation data will be identified.

- Review previous studies and data sources:
  - Activate Missoula 2045: Long Range Transportation Plan
  - Our Missoula 2035, City Growth Policy
  - Mountain Line Bus Stop Master Plan



- Active Transportation Plan
- Bicycle Facilities Master Plan
- Missoula Urban Transportation District (MUTD) Strategic Plan
- Pedestrian Facilities Master Plan
- Mountain Line Long Range Transit Plan
- Missoula College EA
- East Broadway Corridor Study
- Montana Department of Transportation (MDT) Bicycle and Pedestrian Plan
- Missoula Downtown Master Plan
- MPO Travel Demand Model
- MDT Design Standards and Policies
- Review and identify any missing transportation data to examine the following:
  - Access Management
  - Mobility
  - Parking
  - Transit Options
  - Safety
  - Multi-Modal Connections
  - Circulation Issues of All Modes of Transportation
- Meet with Advisory Committee to review previous studies
- Confirm final study area (Van Buren to Tamarack)

**Phase 02 Deliverables:** Memo Summarizing Introductory Framework

**Phase 03: Technical Analysis**

**\$68,284**

This phase includes conducting planning-level transportation analysis, right-of-way and utilities analysis, environmental pre-NEPA analysis, and land use/development potential analysis. Our team will review and compile existing background information in order to clarify the local and regional policy contexts and physical conditions, and prepare additional research and analysis to supplement the existing data. This will consist of a compilation of exhibits and written summaries for the following items:

- Transportation Analysis
  - Evaluate the existing transportation network and identify issues related to access management, intersection design, bicycle and pedestrian safety, and right-of-way. This will address the previously identified gaps of previous studies. The analysis is not intended to duplicate previously completed studies. The following will be examined:
    - Access Management
    - Mobility
    - Parking
    - Transit Options
    - Safety
    - Multi-modal Connections
    - Circulation Issues for All Modes of Transportation
    - Additional Planning-Level Traffic Analysis as Necessary
  - Prepare Transportation Analysis Summary & Exhibits

- Right-of-Way & Utilities Analysis
  - Evaluate the existing utility infrastructure, identify any known deficiencies and assess capacity relative to the envisioned access management, intersection improvements, and bicycle/pedestrian facilities. The utility analysis will be based on the development potential within the corridor, which will be evaluated in the land use/development potential analysis section.
    - Right-of-Way
    - Sewer
      - Determine Wastewater Generation
      - Determine Wastewater Service Basins and Lift Stations Needs
      - Review Hydraulic Capacity of Existing Downstream Wastewater Facilities
    - Water
      - Determine Water Supply Demands, Fire Flow Demands
    - Stormwater
      - Identify Stormwater Management Strategy
      - MS4
    - Electrical Power, Gas, and Communication Utilities
      - Meet with Electrical Power, Gas, and Communication Utilities
    - Identify Backbone Utility Corridors and Connections to Existing Facilities
  - Prepare Right-of-Way and Utilities Analysis Summary & Exhibits

Exclusions: Infrastructure analysis is limited to planning-level land use assumptions and does not include analysis of individual sites/parcels.

- Environmental/Pre-NEPA Planning
  - Collect and compile baseline environmental data from a wide variety of resources to ensure completeness and accuracy. This pre-NEPA planning-level assessment will provide a better link between early transportation planning and environmental compliance efforts, and will include a review of potential environmental issues and concerns. Review information from categories typically included in NEPA documents, including socioeconomic, cultural/historic, and natural resources.
    - Federal and State Environmental Regulatory Databases
    - Aerial Photographs
    - Certified Sanborn Maps
    - Polk Directories
    - Regulatory Permits
    - Montana Natural Heritage Program Databases
    - Site Reconnaissance and Preliminary Field Review
    - Stakeholder Interviews
    - Topographic and Historical Maps
  - Prepare Environmental Analysis Summary & Exhibits



Exclusions: Environmental analysis is limited to planning-level information review and does not include detailed air or traffic noise modeling.

- Land Use/Development Potential Analysis
  - Evaluate the land capability and suitability to accommodate development to determine how future development will affect transportation systems. The analysis will utilize public information for the planning-level analysis.
    - Slopes
    - Floodplain
    - Ownership
    - Access
    - Sewer
    - Water
    - Storm Water
    - Reasonable expectations for entitlements
      - Growth Policy updates
  - Prepare Land Use/Development Potential Analysis Summary & Exhibits

**Phase 03 Deliverables:** Memo Summarizing Technical Analysis

#### **Phase 04: Public Involvement**

**\$69,593**

Our team will assist in the public involvement strategy, materials design, and facilitation for public and stakeholder outreach events. In addition to larger public open houses, we will facilitate smaller, focused meetings with targeted stakeholder groups, including business owners, property owners, and others. Additional meetings with the Advisory Committee will be facilitated along with a Resource Agency Workshop.

Three public open houses are planned. The first open house will focus on a review of existing information and data gaps, a review of the study area boundary, and the identification of changes that have occurred in the corridor since the completion of previous studies. The second open house will focus on the design alternatives and their benefits and impacts. The third open house will present the preferred alternative and next steps toward implementing the project.

This scope assumes preparation of outreach materials, including design of the flyers/posters, postcards, and digital content of the MPO website. This scope assumes the MPO staff will be responsible for all mailing and printing. WGM Group will provide print-ready PDFs to staff for these efforts.

- Assemble Advisory Committee with assistance from the MPO to identify committee members covering a range of interests and perspectives
- Advisory Committee Meetings (up to eight)
- Open Houses (up to three)
- Resource Agency Workshop (up to one)
  - Meet with representatives from regulatory and permitting agencies to review our perspective on baseline environmental conditions and potential impacts,

identify any additional agency concerns, and discuss alternatives and process for later buy-in

- Meetings with Other Committees, Groups (up to eight)
  - Meet with stakeholder groups, business owners, property owners, TPCC and TTAC committees, neighborhood groups, and others as appropriate
- Prepare Meeting Materials/Graphics
- Provide materials for media outreach including an MPO-hosted website, social media posts, and press releases
- Host an online comment platform using Social Pinpoint
- Prepare Comment and Response Documentation
- Prepare Public Outreach Summary

**Phase 04 Deliverables:** Public Outreach Summary

**Phase 05: Recommendations and Conceptual Design**

**\$96,833**

This phase includes the preparation of a cohesive, implementable vision for the corridor that addresses access management, transportation, safety concerns, land use strategies, quality of life, and character of the segments. The vision will provide a concept-level plan that incorporates site-specific recommendations while working within the existing right-of-way constraints.

The individual needs and unique characteristics of each segment will be addressed and capture the community input. The East Broadway segment is primarily urban and will focus on access to Missoula College, Montana Rail Link right-of-way on the north side of the roadway, and consistency with the Downtown Master Plan. The East Missoula segment will emphasize Complete Streets design principles, opportunities for increased safety, lighting, access management, and conceptual design of the railroad underpass. The East Segment, from Brickyard Hill to Tamarack Road, will focus on non-motorized access and recreational/river access.

- Develop Design Goals and Objectives
- Develop Alternatives Selection Methods, Criteria, and Metrics
- Prepare three Design Alternatives for the corridor. Each alternative will include three sub-concepts, one for each segment of the corridor. The alternatives will include:
  - Access management recommendations and cross sections
  - Conceptual intersection redesigns
  - Transit routes/stops recommendations
  - Crossings and safety improvements
  - Complete streets and bicycle/pedestrian infrastructure connectivity, design, and safety improvements
- Prepare graphics to illustrate the alternatives
  - One overall plan graphic for each alternative
  - Up to two site-specific plan graphics for each alternative that address access management, intersection design, or safety improvements
  - Up to five section graphics for each alternative
  - One perspective rendering for each alternative



- Develop Planning-Level Cost Estimates for three alternatives organized by the three roadway segments, transportation modes, and types of improvement
- Select Preferred Alternative
  - Select the preferred alternative from the sub-concepts based on the goals and objectives as well as the selection criteria and methods previously developed
- Develop Planning-Level Cost Estimate for Preferred Alternative
- Assess risks and potential impacts of issues identified in Environmental Analysis
- Identify potential environmental permits needed to implement Preferred Alternative
- Identify potential funding sources and next steps toward obtaining funding
- Prepare Administrative Draft Plan (PDF version will be provided)
  - The MPO and Advisory Committee will provide an internal review of the plan. Plan components will include the following:
    - Introduction
    - Technical Analysis Summary
      - Transportation Analysis Summary
      - Right-of-Way & Utility Analysis Summary
      - Environmental/Pre-NEPA Analysis
      - Land Use/Development Potential Analysis
    - Public Outreach Summary
    - Design Alternatives
    - Preferred Alternative
    - Cost Estimates
    - Next Steps
      - Funding Sources
      - Implementation Strategies
- Prepare Public Draft Plan (PDF version will be provided)
  - The Public Draft Plan will incorporate comments from the MPO and Advisory Committee and be available for public review
- Prepare Final Plan and Recommendations
  - Once all comments have been addressed, a Final Plan will be prepared and presented to the Advisory Committee for approval
- Plan Approval
  - Two meetings with TPCC
  - Two meetings with County Commissioners

**Phase 05 Deliverables:** Final Report (Five Hard Copies and Digital PDF Copy)

**Phase 06: Leave-Behind Graphic**

**\$2,496**

This phase includes preparing a double-sided 8 ½" x 11" or a single-sided 11" x 17" graphic that summarizes the project. This is intended for use in concisely explaining the project to political and agency leaders to aid in obtaining funding for the project. The graphic will refine the graphics developed for the public involvement and conceptual design phases.

**Phase 06 Deliverables:** Double-sided 8 ½" x 11" or a single-sided 11" x 17" graphic (Digital PDF Copy)

#### **ADDITIONAL SERVICES**

Services not specifically described in the tasks above are not included in this scope of work.

#### **FEE ESTIMATE**

Our fees will be billed on a time and materials basis with a total cost not to exceed **\$258,000** without a supplemental agreement. Fees are valid through December 2020 and may need to be adjusted if the project extends beyond this date. A cost summary is provided below.

Cost Summary	
01 - Project Initiation	\$9,995
02 - Introductory Framework	\$10,799
03 - Technical Analysis	\$68,284
04 - Public Involvement	\$69,593
05 - Recommendations and Conceptual Design	\$96,833
06 - Leave-Behind Graphic	\$2,496
<b>TOTAL</b>	<b>\$258,000</b>

## Professional Services Estimate

Project Name: Hwy 200 Corridor Plan

Project #: 190517.1

Client: Missoula MPO

Date: 7/17/2019



WGM GROUP

DIRECT LABOR	Phase 01		Phase 02		Phase 03		Phase 04		Phase 05		Phase 06		TOTAL	
	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$	Hours	Total \$
Sr Principal Engineer			1	\$192					6	\$1,152			7	\$ 1,344
Principal Engineer	3	\$477	5	\$795	68	\$10,812	24	\$3,816	26	\$4,134			126	\$ 20,034
Sr Project Engineer	2	\$288	11	\$1,584	36	\$5,184	28	\$4,032	77	\$11,088			154	\$ 22,176
Sr Traffic Engineer					36	\$5,292	2	\$294	40	\$5,880			78	\$ 11,466
Staff Engineer/EI					62	\$6,944	24	\$2,688	110	\$12,320			196	\$ 21,952
Principal Planner	2	\$384	4	\$768	37	\$7,104	26	\$4,992	30	\$5,760			99	\$ 19,008
Senior Land Planner	26	\$3,328	34	\$4,352	16	\$2,048	232	\$29,696	96	\$12,288			404	\$ 51,712
Landscape Architect 1	44	\$4,488	10	\$1,020	43	\$4,386	80	\$8,160	198	\$20,196	8	\$816	383	\$ 39,066
Landscape Designer					82	\$6,560	42	\$3,360	207	\$16,560	21	\$1,680	352	\$ 28,160
Sr Hydrologist									2	\$338			2	\$ 338
Hydrologist 1					24	\$2,280	6	\$570	6	\$570			36	\$ 3,420
Senior Geologist					38	\$6,042			8	\$1,272			46	\$ 7,314
Sr Land Surveyor			4	\$588									4	\$ 588
Project Assistant 1	7	\$560	16	\$1,280	112	\$8,960	88	\$7,040	64	\$5,120			287	\$ 22,960
<b>TOTAL LABOR</b>	<b>84</b>	<b>\$ 9,525</b>	<b>85</b>	<b>\$ 10,579</b>	<b>554</b>	<b>\$ 65,612</b>	<b>552</b>	<b>\$ 64,648</b>	<b>870</b>	<b>\$ 96,678</b>	<b>29</b>	<b>\$ 2,496</b>	<b>2,174</b>	<b>\$ 249,538</b>

DIRECT EXPENSES	Phase 01	Phase 02	Phase 03	Phase 04	Phase 05	Phase 06	TOTAL
Copies / Prints	10.00	20.00	80.00	20.00	155.00	-	\$ 285.00
Mileage	133.00	-	20.00	1,510.00	-	-	\$ 1,663.00
Lodging / Per Diem	127.00	-	-	1,397.00	-	-	\$ 1,524.00
Technology Fee	-	-	72.00	18.00	-	-	\$ 90.00
Other	200.00	200.00	2,500.00	2,000.00	-	-	\$ 4,900.00
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 470.00</b>	<b>\$ 220.00</b>	<b>\$ 2,672.00</b>	<b>\$ 4,945.00</b>	<b>\$ 155.00</b>	<b>\$ -</b>	<b>\$ 8,462.00</b>

SUMMARY	Phase 01	Phase 02	Phase 03	Phase 04	Phase 05	Phase 06	TOTAL
Hours	84.0	85.0	554.0	552.0	870.0	29.0	2,174.0
Labor	\$ 9,525.00	\$ 10,579.00	\$ 65,612.00	\$ 64,648.00	\$ 96,678.00	\$ 2,496.00	\$ 249,538.00
Expenses	\$ 470.00	\$ 220.00	\$ 2,672.00	\$ 4,945.00	\$ 155.00	\$ -	\$ 8,462.00
<b>TOTAL</b>	<b>\$ 9,995.00</b>	<b>\$ 10,799.00</b>	<b>\$ 68,284.00</b>	<b>\$ 69,593.00</b>	<b>\$ 96,833.00</b>	<b>\$ 2,496.00</b>	<b>\$ 258,000.00</b>

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# Professional Services Hours

Project Name: Hwy 200 Corridor Plan  
Project #: 190517.1  
Client: Missoula MPO  
Date: 07/17/19



	SR. PRINCIPAL ENGINEER	PRINCIPAL ENGINEER	SR. PRINCIPAL ENGINEER	SR. TRAFFIC ENGINEER	STAFF ENGINEER/ EIT/CET	PRINCIPAL PLANNER	SENIOR LAND PLANNER	LANDSCAPE ARCHITECT 1	LANDSCAPE DESIGNER	SENIOR HYDROLOGIST	HYDROLOGIST 1	SENIOR GEOLOGIST	SR. LAND SURVEYOR	PROJECT ASSISTANT 1	COPIES & PRINTS	MILEAGE	LOGGING & PER DIEM	TECHNOLOGY FEE	OTHER
<b>Phase 01 PROJECT INITIATION</b>																			
1.01 Prepare Schedule								4.0										\$ -	
1.02 Prepare Public Involvement Plan		1.0				2.0	14.0	2.0							7.0			\$ -	
1.03 Project Kickoff Meeting		2.0	2.0				12.0	6.0								\$ 10.00	\$ 133.00	\$ 127.00	\$ - \$ 200.00
1.04 Project Management & Client Coordination								32.0										\$ -	
<b>SUBTOTAL</b>		<b>3.0</b>	<b>2.0</b>			<b>2.0</b>	<b>26.0</b>	<b>44.0</b>						<b>7.0</b>		<b>\$ 10.00</b>	<b>\$ 133.00</b>	<b>\$ 127.00</b>	<b>\$ - \$ 200.00</b>
<b>Phase 02 INTRODUCTORY FRAMEWORK</b>																			
2.01 Review Previous Studies & Data Sources		4.0				3.0	12.0	3.0					4.0					\$ -	
2.02 Review and Identify Missing Transportation Data			8.0				4.0											\$ -	
2.03 Meet w/AC to Review & Confirm Study Area			2.0				8.0	3.0										\$ - \$ 200.00	
2.04 Prepare Summary Memo Deliverable	1.0	1.0	1.0			1.0	10.0	4.0						16.0		\$ 20.00		\$ -	
<b>SUBTOTAL</b>	<b>1.0</b>	<b>5.0</b>	<b>11.0</b>			<b>4.0</b>	<b>34.0</b>	<b>10.0</b>					<b>4.0</b>	<b>16.0</b>		<b>\$ 20.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ - \$ 200.00</b>
<b>Phase 03 TECHNICAL ANALYSIS</b>																			
3.01 Transportation Analysis																		\$ -	
3.02 Evaluate Existing Transpo Network to Identify Issues			24.0	24.0	38.0													\$ -	
3.03 Prepare Transportation Analysis Summary & Exhibits			12.0	12.0	24.0			4.0	20.0					12.0		\$ 20.00		\$ -	
3.04 ROW & Utilities Analysis																		\$ -	
3.05 Right-of-Way		4.0							2.0									\$ -	
3.06 Sewer		4.0							2.0									\$ -	
3.07 Water		4.0							2.0									\$ -	
3.08 Stormwater		4.0							2.0									\$ -	
3.09 Electrical Power, Gas, and Communication Utilities		4.0							2.0									\$ -	
3.10 Identify Backbone Utility Corridors		4.0							2.0									\$ -	
3.11 Prepare ROW/Utilities Analysis Summary & Exhibits		14.0						4.0						12.0		\$ 20.00		\$ -	
3.12 Environmental/Pre-NEPA Analysis																		\$ -	
3.13 Obtain & Review EDR Report		2.0										8.0		16.0				\$ - \$ 2,500.00	
3.14 Obtain & MNHP Information		6.0												16.0				\$ -	
3.15 Windshield Site Recon & Photos/Documentation		8.0										8.0		8.0		\$ 20.00		\$ -	
3.16 Key Personnel Interviews												6.0						\$ -	
3.17 Prepare Enviro Analysis Summary per NEPA Impacts		6.0										12.0		24.0				\$ -	
3.18 Prepare Enviro Data Exhibits		8.0									24.0	4.0				\$ 20.00		\$ 72.00	
3.19 Land Use/Development Potential Analysis																		\$ -	
3.20 Slopes						1.0			4.0									\$ -	
3.21 Floodplain						1.0			4.0									\$ -	
3.22 Ownership						1.0		1.0	8.0									\$ -	
3.23 Access						1.0		2.0	8.0									\$ -	
3.24 Sewer						1.0			2.0									\$ -	
3.25 Water						1.0			2.0									\$ -	
3.26 Stormwater						1.0			2.0									\$ -	
3.27 Reasonable Expectations for Entitlements						16.0	4.0											\$ -	
3.28 Prepare Land Use/Development Potential Analysis						14.0	4.0	20.0	8.0					8.0				\$ -	
3.29 Memo Summarizing Technical Analysis							8.0	16.0	8.0					16.0		\$ 20.00		\$ -	
<b>SUBTOTAL</b>		<b>68.0</b>	<b>36.0</b>	<b>36.0</b>	<b>62.0</b>	<b>37.0</b>	<b>16.0</b>	<b>43.0</b>	<b>82.0</b>		<b>24.0</b>	<b>38.0</b>		<b>112.0</b>		<b>\$ 80.00</b>	<b>\$ 20.00</b>	<b>\$ -</b>	<b>\$ 72.00 \$ 2,500.00</b>
<b>Phase 04 PUBLIC INVOLVEMENT</b>																			
4.01 Assemble Advisory Committee							2.0	2.0										\$ -	
4.02 Prepare Meeting Materials/Graphics			6.0				8.0	8.0	42.0					20.0				\$ -	
4.03 AC Meetings & Documentation (Up to 8)		4.0	4.0				8.0	112.0	16.0					8.0		\$ 1,100.00	\$ 1,016.00	\$ -	
4.04 Open Houses & Documentation (Up to 3)		6.0	6.0				12.0	42.0	24.0					24.0		\$ 400.00	\$ 381.00	\$ -	
4.05 Resource Agency Workshop & Documentation (1)		8.0							4.0		6.0			4.0		\$ 20.00	\$ 10.00	\$ 18.00	
4.06 Stakeholder Meetings & Documentation (Up to 5)		4.0	10.0			4.0	16.0	16.0										\$ -	
4.07 Website Media Coordination, Outreach Materials							20.0							12.0				\$ -	
4.08 Social Pinpoint					24.0		8.0	2.0						4.0				\$ -	
4.09 Comment & Response Documentation																		\$ -	\$ 2,000.00
4.10 Prepare Public Outreach Summary		2.0	2.0	2.0		2.0	24.0	8.0						16.0				\$ -	
<b>SUBTOTAL</b>		<b>24.0</b>	<b>28.0</b>	<b>2.0</b>	<b>24.0</b>	<b>26.0</b>	<b>232.0</b>	<b>80.0</b>	<b>42.0</b>		<b>6.0</b>			<b>88.0</b>		<b>\$ 20.00</b>	<b>\$ 1,510.00</b>	<b>\$ 1,357.00</b>	<b>\$ 18.00 \$ 2,000.00</b>



# Professional Services Hours

Project Name: Hwy 200 Corridor Plan  
 Project #: 190517.1  
 Client: Missoula MPO  
 Date: 07/17/19



	SR. PRINCIPAL ENGINEER	PRINCIPAL ENGINEER	SR PRJCT ENGINEER	SR TRAFFIC ENGINEER	STAFF ENGINEER/ BJ / CET	PRINCIPAL PLANNER	SENIOR LAND PLANNER	LANDSCAPE ARCHITECT 1	LANDSCAPE DESIGNER	SENIOR HYDROLOGIST	HYDROLOGIST 1	SENIOR GEOLOGIST	SR LAND SURVEYOR	PROJECT ASSISTANT 1	COPIES & PRINTS	MILEAGE	LOADING & PER DIEM	TECHNOLOGY FEE	OTHER
<b>Phase 05 RECOMMENDATIONS &amp; CONCEPTUAL DESIGN</b>																			
5.01 Develop Design Goals & Objectives						2.0	4.0	6.0										\$ -	
5.02 Develop Alternative Selection Methods, Criteria, Metrics		4.0	4.0			2.0	4.0	4.0										\$ -	
5.03 Prep 9 Design Alts - 3 per Corridor Segments		6.0	16.0	16.0	36.0	8.0	8.0	48.0	24.0									\$ -	
5.04 Prep Graphics for 9 Design Alts																		\$ -	
3 Plan Graphics								8.0	24.0									\$ -	
Up to 6 Site-Specific Graphics								12.0	24.0									\$ -	
Up to 15 Section Graphics			10.0	10.0	10.0			4.0	20.0									\$ -	
3 Perspective Renderings								8.0	16.0									\$ -	
5.05 Develop Planning-Level Estimates for 9 Design Alts			12.0		36.0			6.0	12.0									\$ -	
5.06 Select Preferred Alternative			4.0				4.0	6.0										\$ -	
5.07 Refine Cost Estimate for Preferred Alternative			2.0		6.0			1.0	3.0									\$ -	
5.08 Enviro Analysis & Permits Needed for Preferred Alt		8.0						1.0		2.0	6.0	8.0		8.0				\$ -	
5.09 Identify Funding Sources & Next Steps for Funding			4.0			2.0	12.0	4.0										\$ -	
5.10 Prepare Administrative Draft Plan	4.0	2.0	12.0	10.0	10.0	10.0	36.0	36.0	36.0						20.0			\$ -	
5.11 Address MPO/Advisory Committee Comments		2.0				2.0	6.0	6.0	10.0						8.0			\$ -	
5.12 Prepare Public Draft Plan			1.0				4.0	8.0	10.0						8.0			\$ -	
5.13 Address Public Comments		2.0	2.0	2.0	4.0	2.0	8.0	8.0	8.0						8.0			\$ -	
5.14 Prepare Final Plan	2.0	2.0	2.0	2.0	8.0	2.0	10.0	8.0	20.0						12.0			\$ -	
5.15 Meet 2x with TPCC for Plan Approval			6.0					12.0										\$ -	
5.16 Meet 2x with Commissioners for Plan Approval								12.0										\$ -	
<b>SUBTOTAL</b>	<b>6.0</b>	<b>26.0</b>	<b>77.0</b>	<b>40.0</b>	<b>110.0</b>	<b>30.0</b>	<b>36.0</b>	<b>198.0</b>	<b>207.0</b>	<b>2.0</b>	<b>6.0</b>	<b>8.0</b>		<b>64.0</b>	<b>\$ 155.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Phase 06 LEAVE-BEHIND GRAPHIC</b>																			
6.01 Prepare Graphic								8.0	21.0									\$ -	
<b>SUBTOTAL</b>								<b>8.0</b>	<b>21.0</b>						<b>\$ 310.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>PROJECT TOTALS</b>	<b>7.0</b>	<b>126.0</b>	<b>154.0</b>	<b>78.0</b>	<b>196.0</b>	<b>39.0</b>	<b>404.0</b>	<b>383.0</b>	<b>352.0</b>	<b>2.0</b>	<b>36.0</b>	<b>46.0</b>	<b>4.0</b>	<b>287.0</b>	<b>\$ 595.00</b>	<b>\$ 1,663.00</b>	<b>\$ 1,524.00</b>	<b>\$ 90.00</b>	<b>\$ 4,900.00</b>

**EXHIBIT B**  
**City of Missoula Non-Discrimination and**  
**Affirmative Action Policy**

**NON-DISCRIMINATION.** All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

**AFFIRMATIVE ACTION POLICY.** Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

**The City's Affirmative Action Policy Statement is:**

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

**EXHIBIT C**  
**MPO Non-Discrimination and Affirmative Action Policy**

The Missoula Metropolitan Planning Organization (MPO) is committed to conducting all of its business in an environment free of discrimination, harassment, and retaliation. In accordance with State and Federal law MPO prohibits any and all discrimination on the grounds of race, color, national origin, sex, age, physical or mental disability, parental/marital status, pregnancy, religion/creed/culture; political belief, genetic material, veteran status, or social origin/ancestry (hereafter “protected classes”) by its employees or anyone with whom MPO chooses to do business.

For the duration of this contract/agreement, the SUBRECIPIENT agrees as follows:

(1) Compliance with Regulations: The SUBRECIPIENT (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

a. The SUBRECIPIENT, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.

b. SUBRECIPIENT will provide notice to its employees and the members of the public that it serves that will include the following:

i. Statement that SUBRECIPIENT does not discriminate on the grounds of any protected classes.

ii. Statement that SUBRECIPIENT will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).

iii. Contact information for SUBRECIPIENT’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

iv. Information on how to request information in alternative accessible formats.

(3) In accordance with Mont. Code Ann. § 49-3-207, SUBRECIPIENT will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that SUBRECIPIENT does not discriminate on the grounds of any protected class.

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

a. If the SUBRECIPIENT receives federal financial assistance as part of this contract/agreement, the SUBRECIPIENT will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)

b. By signing this agreement the SUBRECIPIENT assures that:

The contractor, sub recipient 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 CFR 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 recipient deems appropriate.

c. SUBRECIPIENT must include the above assurance in each contract/agreement the SUBRECIPIENT enters.

(5) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the SUBRECIPIENT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the SUBRECIPIENT of the SUBRECIPIENT's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(6) Information and Reports: The SUBRECIPIENT will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MPO or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the SUBRECIPIENT will so certify to MPO or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(7) Sanctions for Noncompliance: In the event of a SUBRECIPIENT's noncompliance with the Non-discrimination provisions of this contract/agreement, MPO will impose such sanctions as it or

the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the SUBRECIPIENT under the contract/agreement until the SUBRECIPIENT complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

#### Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the SUBRECIPIENT, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).

#### State

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

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