



December 4, 2015

Subject: Request for Proposals
Statewide Wetland Mitigation Monitoring Term Contract

To Whom It May Concern:

The Montana Department of Transportation is accepting proposals from consulting firms interested in a term contract for performing Statewide Wetland Mitigation Monitoring Services at approximately fifteen (15) wetland mitigation sites across the state of Montana.

MDT intends to award one (1) agreement for a three-year period from January 2016 through December 2018. Extension(s) of contracts, by mutual agreement of both parties, may be made at one (1) year intervals, or any interval that is advantageous to MDT. Contracts, including any renewals, may not exceed a total of five (5) years.

Teams may be established as necessary; however it is expected that the prime consultant will be capable of completing the vast majority of the work. As a rule, the prime consultant must complete at least 50% of the work for a specific project or assignment unless written exception is given.

If your firm is interested, please submit a proposal as described herein.

SCOPE OF WORK

The consultant will prepare annual reports, including baseline and comparative wetland delineations and functional assessments for each of the various mitigation sites, in accordance with MDT and U.S. Army Corps of Engineers wetland mitigation monitoring and reporting requirements.

A list of the various sites and approximate durations of monitoring remaining for each site is attached. As many of these sites are in various stages of monitoring and development the consultant hired for this next monitoring contract will need to review previous data collected and continue the processes initiated from 2001 to the end of this contract. We recommend that all interested consultants review these reports in order to understand the complexities and work involved prior to submission of any proposals for this contract. These monitoring reports can be found at the following website:

http://www.mdt.mt.gov/publications/brochures/wetland_mitigation.shtml for further information.

It is anticipated that an additional 3 to 6 wetland mitigation sites may be added to the contract as they are constructed and completed during the 2016-2018 term contract.

Monitor reporting work to be done for the Department will include:

1. Wetland Delineations – Initial baseline wetland delineation will be conducted at each newly constructed site, and thereafter delineations will occur on an annual basis in accordance with the

1987 Federal Manual for Identifying and Delineating Jurisdictional Wetlands and the various Regional Supplements, as appropriate. It should be noted that numerous existing sites are presently being monitored and will need to be delineated annually during the course of the monitoring contract. Some sites may only require a one-time delineation to finalize and determine whether the project goals and objectives have been met for the site. Wetland boundaries will be delineated utilizing Global Positioning System (GPS) equipment and will be plotted with ARC GIS onto aerial photos provided by MDT for each mitigation site (In a format compatible with MDT's GPS protocols). Standard U.S. Army Corps of Engineers Regional Routine or Intermediate ACOE Wetland data collection forms will be utilized and completed for both the upland and wetland communities along the various boundary lines in accordance with Corps wetland delineation requirements.

2. Hydrology – The consultant will delineate the area of surface water inundation and delineate the boundaries utilizing GPS (In a format compatible with MDT's GPS protocol) for the purpose of mapping the area for assessing the area of inundation. Areas of inundation as well as saturation will be identified as a part of the delineation protocol in Item # 1.
3. Vegetative Communities – To determine if the site has developed a hydrophytic vegetative community, vegetative species lists will be established at each site to determine representative hydrophytic vegetative species composition, distribution and density. Vegetative community maps will be plotted to identify the dominant wetland/upland plant communities and their locations within the constructed wetland site on aerial photographs. Point intercept transect methodologies should be used where appropriate to determine dominance of vegetative species. The consultant will also monitor the survival rate of planted woody vegetative species on an annual basis within each mitigation site where they have been planted. Planting lists and locations of woody vegetation plantings will be provided by MDT to the consultant for each site. The consultant will map areas of weed infestations and distribution across the site so that weed control efforts can be undertaken.
4. Soils – In conducting wetland delineations of the site, the consultant will be responsible for monitoring the development of hydric soil characteristics as defined in the 1987 Federal Manual for the Identification and Delineation of Wetlands and Regional Supplements, as appropriate. The consultant should document as many of the field indicators as identified within each soil probe utilized in delineating the wetland boundary. Such observations will be recorded on the Regional Routine or Intermediate ACOE Wetland data collection forms.
5. Wildlife – The consultant will document, in general, observations of mammal and herpetile usage. Usage will be based on actual visual sightings, and observations of wildlife signs such as burrows, tracks, scat, etc. Amphibians and/or reptiles encountered during fieldwork and macroinvertebrate sampling efforts will be identified and recorded. No detailed trapping or sampling is required for this effort.
6. Birds – The consultant will document and monitor birds through visual observations during the monitoring events. Breeding will be observed and recorded through incidental field observations and monitoring of nest boxes and structures installed on each site. MDT will provide the

numbers and locations of nesting structures installed at each site. Bird lists will be compiled for each site and track changes in species over the course of the monitoring period.

7. Soil & Groundwater Sampling – (If applicable) Several MDT mitigation sites in the past required the collection of soil samples and groundwater monitoring for the purposes of meeting regulatory compliance with the US Environmental Protection Agency, to assess heavy metals (selenium & arsenic), nitrates, sodic and alkaline soil conditions. There are no sites that currently require soil or groundwater sampling.
8. Stream Monitoring – Several mitigation sites require the consultant to assess the stream channels constructed within the site for stream mitigation credits in conjunction with the Montana Stream Mitigation Procedures. The consultant will be responsible for evaluating established stream transect locations to monitor channel form and function, natural channel migration, pool/riffle ratios, channel vertical stability, and streambank riparian vegetation establishment through belt transects. The consultant will be responsible for conducting a functional assessment of the stream corridor utilizing either the NRCS Riparian or the joint BLM/NRCS/FS Proper Functioning Condition methods to assess riparian and stream functions to measure performance of the constructed stream channels.
9. Functional Assessments – The consultant will be responsible for preparing a baseline (new sites), annual, and a final functional assessment for each new and existing mitigation site utilizing the appropriate version of the MDT Montana Wetland Assessment Method.
10. Maintenance – As a part of each annual site visit, the consultant is required to inspect all nest boxes, boundary fences, culverts, any and all water control structures, or other man-made features/structures which are integral to the success and viability of these sites. These inspections will identify any obvious required maintenance actions associated with failures and/or problems with the structural integrity of outflow structures, fences, stream structures, and dams/dikes to assess and report any potential maintenance problems that may require the Department to implement adaptive management and/or immediate repairs if needed.
11. Aerial Photos – Color aerial photographs of each mitigation site will be provided by the Department to the consultant each year of the contract by approximately mid-August. These photos are to be used within the current monitoring year reports to illustrate the various wetland boundaries, vegetation communities, upland buffers, vegetation transects, data sampling and photograph points, bird boxes, etc. These photos are not ortho-rectified and are not geo-referenced, but serve as a visual aid to map wetland development and vegetation communities, and to show approximate locations for various monitoring activities (i.e. photograph points, transects, or macroinvertebrate sampling). It will be up to the contractor to synchronize their data collection with the aerial photos by geo-referencing collected reference points marked with a GPS unit that are observable on the aerial photo (i.e. road, stream channel, or fence) in order to better position the aerial photograph. This positioning does not remove any of the distortion inherent to all photos.
12. Project Reporting – The consultant will prepare monitoring reports to document the establishment of wetland vegetative communities in accordance with the MDT monitoring report

standards for preparation and content following U.S. Army Corps of Engineers requirements.. The report will include the data and summaries explaining the data collected from the above listed items # 1 to # 9 and compare data collected from previous monitoring efforts. The consultant will submit one DRAFT copy of each report to the MDT for review and comment prior to finalization. The consultant will make the necessary changes per MDT comments and will submit to MDT one (1) hard copy and one (1) electronic copy of the FINAL report(s). In addition, the consultant will need to prepare an additional set of hard copies of the wetland monitoring reports and executive summary as requested for the US Army Corps of Engineers Helena Regulatory offices. The consultant will also be required to print as required, separate individual final reports for transmittal to private landowners that may include state and/or tribal agencies. For sites within the confines of the Confederated Tribes of the Salish and Kootenai, two (2) hard copies of individual site reports are required to be printed

13. Status Reports - Monthly status reports are required to document the status of the assignment; the work performed during the last billing period; the work anticipated in the upcoming billing period; tracking of the percentage of work completed to date; tracking expenditures per each site within the overall budget for the term of the contract and a brief summary of work conducted during that timeframe. These monthly status reports will be submitted in conjunction with project invoices. MDT will develop a Project Specific Agreement (PSA) for any work physically taking place on any Indian Reservation. Consultant will be required to track and determine appropriate Tribal Employment Rights Office (TERO) and Improvements or Services (IOS) fees based on the PSA for work physically taking place on any reservation and submit this information on invoices to MDT. MDT will pay the TERO and IOS fees.
14. Executive Summary – The consultant will need to prepare a separate annual report that summarizes the findings of each individual monitoring report for submission to the various federal, state and tribal regulatory and natural resource agencies.

LOCATION

The locations of the mitigation sites are statewide, and will involve the addition and subtraction of sites annually, as necessary. A list of the various sites and approximate durations of monitoring remaining for each site is attached.

As this monitoring is funded through an annual program, all reports and work must be finalized and completed, for submission to MDT prior to December 31st of each calendar year during the contract period. The consultant will be expected to start the project within 10 calendar days of MDT's Notice to Proceed. The consultant will develop work plans including the schedules for monitoring each wetland mitigation site. The consultant will coordinate with the MDT Wetland Mitigation Specialist for access to privately owned properties and Federal, State and tribally owned properties.

STANDARDS, SPECIFICATIONS, AND POLICIES

Work is expected to follow MDT's various Manuals, Guides, and Policies. These items may be found on MDT's Design Consulting web page at: <http://www.mdt.mt.gov/business/consulting/>.

PROPOSAL SUBMITTAL

Submit four (4) copies of the proposal. The correct number of proposals must be submitted in order for your firm to be considered. Clearly label each proposal with the contract name identified in the subject line of this RFP. All proposals must be submitted in hard copy format; electronic proposals will not be considered.

The Department must receive the proposals for this RFP no later than 3:00 PM MST, January 15, 2016. Send the proposals to:

Ryan Dahlke, P.E.
Consultant Design Engineer
Montana Department of Transportation
2701 Prospect Avenue
P.O. Box 201001
Helena, MT 59620-1001

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's responsibility to assure delivery at the specified office by the specified time. Offeror may request the State return late proposals at vendor's expense or the State will dispose of late proposals if requested by the offeror. (See Administrative Rules of Montana (ARM) 2.5.509.). If no request is made, late proposals become the property of the Department. All proposals submitted on time become the property of the Department.

The costs for developing and delivering responses to this solicitation are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of this submittal.

TENTATIVE RFP/SELECTION SCHEDULE

The anticipated schedule for consultant solicitation and selection for this contract is as follows (subject to change):

December 4, 2015: RFP released

January 15, 2016: Proposals due to be submitted to MDT Consultant Design

January 28, 2016: Proposals reviewed, rated, and ranked by the evaluation committee

January 29, 2016: Open Cost Proposals Publically

February 3, 2016: Consultant Selection Board meeting to select consultant(s)

There are three (3) members on the evaluation committee for this RFP:

1. MDT Environmental Services Bureau
2. MDT Environmental Services Bureau
3. MDT Environmental Services Bureau

PROPOSAL CONTENTS

The proposal must contain the information listed in this section. The proposal is **limited to fourteen (14) pages**, not including the Cover Page/Introduction, Appendix A, the Unbound Reference attachment, or Appendix B. Each page is defined as a letter size sheet (8 ½" x 11"), minimum font size of 10. Information in excess of that allowed will not be considered. Please organize your proposal in the same order and numbering format as shown below, which will assist MDT in reviewing your proposal:

Cover page/Introduction

Identify the contract name identified in the subject line of this RFP. Also include contact information for questions and follow-up regarding this proposal, including name of individual, title, telephone number, mailing address, and email address. Information presented in the cover page/introduction in regards to the question(s) below will not be considered in proposal scoring.

Questions

- 1) **Qualifications of Firm:** Provide a discussion of how your firm is best qualified to respond to work assignments for this contract. Discussion should focus on the requirements for this specific contract, particularly:
 - Your firm's expertise and experience, as it relates to each item in the "Scope of Work" for this contract. Provide examples of previous related project experience as it relates to these services.
 - Ability and Strategy to meet project schedules, including fast-tracked or emergency projects, and changing priorities. Response should include a brief discussion on current and projected workload.
 - Compatibility of systems, software, and equipment (i.e. CADD software, word processing software, etc.), and experience with these systems, software, and equipment. The Department's standard design software is Microstation and Geopak. Describe any additional support equipment or software you intend to use.
 - Subcontractors and support services that you anticipate utilizing and describe their expertise.
 - Quality assurance/quality control procedures.

- 2) **Qualifications of Personnel:** Provide a discussion of the qualifications of the key personnel to be assigned to this contract. Discussion should focus on the requirements for this specific contract, particularly:
 - Expertise, experience, and training of key personnel to be assigned to the contract, as it relates to the "Scope of Work" for this contract. Provide examples of previous related project experience as it relates to these services.
 - Clearly state any professional licensing requirements applicable to this contract.
 - Include an organization chart that indicates the project staff, their area of expertise, registration, and office location(s).

Resumes may be considered as supplemental information for scoring this question.

Appendix A

Resumes

Include brief resumes for the key personnel to be assigned to the contract. **Resumes are limited to one (1) page per person.**

Unbound attachment

References

Submit ONE UNBOUND COPY of references for all of the firm's clients from the past three (3) years for projects that deal with work similar to the proposed scope of services. Include client name, a currently employed contact person, and a corresponding valid phone number. Give range of contract value.

Appendix B

Cost Proposal

Provide a detailed cost proposal for the proposed scope of work at the fifteen long term monitoring sites as described on page 14, broken down by site and monitoring year. The cost proposal must include labor hours, loaded salary costs, and direct expenses. MDT reserves the right to negotiate the cost ceiling of the contract if the scope of work changes from that described herein (*Place cost estimate in sealed envelope in Appendix B. Label sealed envelope with cost estimate, consultant name, and contract title*).

EVALUATION OF PROPOSALS

All proposals will be evaluated in accordance with the following factors:

- 1) Qualifications of Firm (50 points possible)**
- 2) Qualifications of Personnel (50 points possible)**
- 3) Record of past performance (30 points possible)**
 - a) If two (2) or more MDT evaluations specific to the discipline for this contract are available for the consultant, the average score of these evaluations will be used.
 - b) If fewer than two (2) MDT evaluations specific to the discipline for this contract are available for the consultant, the consultant's current overall past performance score from MDT evaluations will be used.
 - c) If no current overall MDT evaluations are available, reference checks will be used for this score.
- 4) Cost of Monitoring Wetland Mitigation Sites (40 points possible)**

The RFP will be evaluated based on the criteria listed above.

Cost is based on the total cost estimate of the 15 long term monitoring sites as described on page 14 for the three year time period. Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest overall cost. Example: Total possible points for cost are 40 points. Consultant A's cost is \$20,000. Consultant B's cost is \$30,000. Consultant A would receive 40 points. Consultant B would receive 27 points.

$$\frac{\text{Lowest Responsive Consultant Total Cost}}{\text{Consultant Total Cost}} \times \text{Number of Available Points} = \text{Awarded points}$$

Cost proposal will remain sealed while the qualification portion of the proposal are evaluated and scored. After this process is complete, the cost proposals will be opened publically in the Consultant Design Bureau office at the MDT Headquarters building at 11:00 am (MST) on January 29, 2016.

INDIRECT COST RATE REQUIREMENTS

An Indirect Cost Rate is not required for this contract. All costs must be allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), part 31.

AGREEMENT REQUIREMENTS

The Contract agreement will generally be administered on a percent complete basis. This Contract will be executed for the amount identified in the cost proposal. Significant changes to the work required may be addressed by amendment. MDT's Standard Consultant Agreement can be found at the following address: <http://www.mdt.mt.gov/publications/forms.shtml#con>. Portions of the agreement will be modified to meet the specific requirements of this contract; however the majority of this standard agreement will be utilized. For example, invoicing for this contract will be expected to take place monthly; however the format will be different in that compensation will be based on the percent work complete to date.

STATE OPTION TO AWARD

While the State has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the State to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal (ARM 2.5.505);
- Not award a contract, if it is in the State's best interest not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate funds are not available (18-4-313, MCA).

SINGLE POINT OF CONTACT

From the date this solicitation is issued until the consultant selection is finalized by MDT at the Consultant Selection Board meeting, offerors are not allowed to communicate with any state staff or officials regarding this solicitation, except at the direction of the Consultant Design Engineer. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Ryan Dahlke
Consultant Design Engineer
Montana Department of Transportation
(406) 444-7292 (Direct Line)
(800) 335-7592 (TTY)
rdahlke@mt.gov

All questions asked during this solicitation will be posted on MDT's website at the following address:
<http://www.mdt.mt.gov/business/consulting/rfq.shtml>

DBE/WBE GOALS

There are no DBE/WBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE list is available and can be found on the MDT web page, <http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml>.

NONDISCRIMINATION COMPLIANCE

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice).

If you have any questions, please contact me at (406) 444-7292 or (406) 444-7696 TDD, or by email at rdahlke@mt.gov. I look forward to receiving your proposal.

Sincerely,

Ryan Dahlke, P.E.
Consultant Design Engineer

Attachment

copies:

Jay Skoog, ACEC Executive Director-Montana Chapter
MDT Consultant Design Bureau file

e-copies:

Dwane Kailey, MDT Chief Engineer
Lynn Zanto, MDT Planning Division Administrator
Patricia McCubbins – MDT Civil Rights Bureau Chief
Lawrence Urban, Wetland Mitigation Specialist
Bryan Miller, Consultant Design Engineer

Tom S. Martin, Chief, Environmental Services Bureau
Bill Semmens, Resources Section Supervisor, Environmental
Bureau

**MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free of discrimination, harassment, and retaliation. In accordance with State and Federal law MDT 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 MDT chooses to do business.

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

(1) Compliance with Regulations: The PARTY (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 PARTY, 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. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate of the grounds of any protected classes.
 - ii. Statement that PARTY 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 PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY 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 PARTY does not discriminate on the grounds of any protected class.

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

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY 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
- b. By signing this agreement the PARTY 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. PARTY must include the above assurance in each contract/agreement the PARTY enters.

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

In all solicitations, either by competitive bidding, or negotiation, made by the PARTY 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 PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

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

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

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

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, 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 PARTY 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 PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

**MONTANA DEPARTMENT OF TRANSPORTATION
WETLAND MITIGATION SITES
Monitoring Period January 1, 2016- December 31, 2018**

<u>2016 Monitoring Sites:</u>	<u>District</u>	<u>of Monitoring Left</u>	<u>Estimated Years</u>	<u>Visits/Year</u>
American Colloid – Alzada (15 acres)	District 4		1 year	1 visit
Big Muddy Creek – near Brockton (18 acres)	District 4		2 years	1 visit
Easton Ranch – Wilsall (28 acres)	District 2		1 year	1 visit
Forsyth Northwest – near Forsyth (3 sites -11.8 acres)	District 4		3 years	1 visit
Kindsfater Wetland – near Laurel (138 acres)	District 5		3 years	1 visit
McGinnis Meadows – Hughes Mtn. (30 acres)*	District 1		1 year	1 visit
Redstone East & West – Northeast MT (3 acres)	District 4		2 years	1 visit
Rostad Ranch – Martinsdale (67 acres)	District 2		3 years	1 visit
Schrieber Meadows – near Libby (120 acres)*	District 1		2 years	1 visit
U.S. 93-North Onsite Wetlands (1 site)	District 1		2 years	1 visit
WS #3 - Schrieber Lake – near Libby (76 acres)*	District 1		5 years	1 visit
WS #2 - Silicon Mountain – near Butte (15 acres)*	District 2		5 years	1 visit

<u>To be Constructed During Contract:</u>	<u>District</u>	<u>Completion Date:</u>
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WS # 9 - Engellant Ranch – near Geraldine (69 acres)	District 3	2016
WS # 3 – Richardson (80 acres)*	District 1	2017
WS # 14 – JTX Tunncliff (40 acres)	District 5	Spring of 2016

*includes stream monitoring efforts

Notes:

1. The only US 93 site remaining for monitoring is the **Peterson site near St. Ignatius**. MDT anticipates conducting fixes in the fall of 2015-2016.
2. MDT would like the consultant to begin surveying the sites earlier in the year, preferably in the 4 week window before or after our aerial photo flights in early July. This period would be between June 15th and August 15st. Aerial photographs will be supplied by MDT annually, but they are not geo-referenced, thus requiring the consultant to GPS reference points for inclusion of aerial photos into the annual reports.
3. Two new sites were added in 2015: **Schrieber Lake and Silicon Mountain**. The 2015 reports are considered baseline evaluations of the site.
4. A new site, WS #14-JTX-Tunncliff ranch site is to be constructed in the fall of 2015 and the first year will be to establish baseline transects and photo-points for future monitoring. A separate pre-site visit will be required in 2016.
5. The consultant will need to prepare an additional set of hard copies of the wetland monitoring reports and executive summary as requested for the US Army Corps of Engineers Helena Regulatory offices.
6. Hard copies of single site monitoring reports will be required for all of the private landowners, and 2 copies for the CSKT tribal site along US 93.
7. Executive Summary during the contract term will need to be completed by December 31st of the final year of the contract in 2018, due to contract and funding issues. It is recommended that DRAFT mitigation reports be submitted soon after the field season has been completed.