



## CONSULTANT AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “**CITY**,” and **ALTA PLANNING + DESIGN**, 125 W. Main Street, Bozeman, Montana 59715, hereinafter referred to as “**CONSULTANT**.”

### **WITNESSETH:**

**WHEREAS**, the **CITY** proposes to obtain information regarding the development of a ZooMontana to Riverfront Bike/Ped Connector Feasibility Study and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.

**WHEREAS**, the **CITY** has authority to contract for such services, and;

**WHEREAS**, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

**NOW THEREFORE**, 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:** **CITY** agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
  
2. **TERM:** This **AGREEMENT** shall be for a period of six months, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for 1-three month option by mutual agreement of both parties, in writing, thirty (30) days prior to termination.



3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$40,000.00 as described in the Project Cost attached hereto as Exhibit “B”.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the Consultant will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

**CONSULTANT**, shall invoice City monthly for the percentage of the work completed by the **CONSULTANT**. **CITY** shall pay undisputed invoices within thirty (30) days of the invoice date and may deduct five percent (5%) from each pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

4. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent Contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY**'s personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

5. **INDEMNITY AND INSURANCE:**

- A. The Consultant shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the **AGREEMENT**.
- B. The Consultant agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or its agents or employees.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Consultant, the Consultant shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the



Consultant's or any subcontractor's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this **AGREEMENT**.

- D. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
3. Commercial automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation. **CONSULTANT** may use an Excess Limits policy that drops down and follows form to meet the required insurance limits.

The **CITY** shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

**CONSULTANT** 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. **CONSULTANT** shall maintain workers' compensation insurance coverage for all members and employees of **CONSULTANT's** business, except for those members who are exempted as independent **CONSULTANTS** under the provisions of §39-71-401, MCA.

**CONSULTANT** shall furnish **CITY** with copies showing one of the following: (1) proof of registration as a registered Contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent Contractors.



6. **AGREEMENTS OF CONSULTANT:** As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

7. **AGREEMENTS OF CITY:**

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is Joe Gilpin and the Project Manager for **CITY** designated is Scott Walker.



**8. NONDISCRIMINATION:**

- A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The **CONSULTANT** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
- D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.
- E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination (Exhibit "C").
- 9. PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.



10. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.



15. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**. If one of the parties fails to comply with the terms and conditions of the Agreement, written notice may be provided describing the default. If the defaulting party fails to cure and correct the claimed default within a reasonable period specified in the notice, the non-defaulting party may terminate its services under the Agreement.

In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request. **CONSULTANT** shall not be liable for modifications to documents prepared by **CONSULTANT** which are made without **CONSULTANT's** advice after delivery to **CITY**, nor shall **CONSULTANT** be liable for their use in projects other than the Project outlined within this Agreement.
18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.
19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**. Pre-existing works created by **CONSULTANT** outside of the services for **CITY** but utilized in connection with such services shall continue to be owned by **CONSULTANT**.
20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.



- 21. **ATTORNEY’S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney’s fees and costs.
  
- 22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
  
- 23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

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

**CITY OF BILLINGS, MONTANA**

**ALTA PLANNING + DESIGN**  
**CONSULTANT**

By \_\_\_\_\_  
**THOMAS W. HANEL,**  
**MAYOR**

By \_\_\_\_\_  
**Print Name** \_\_\_\_\_  
**Print Title** \_\_\_\_\_

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
**BRENT BROOKS, CITY Attorney**



## **EXHIBIT A SCOPE OF WORK**

---

### ZooMontana to Riverfront Park Trail Feasibility Study Exhibit A - SCOPE OF WORK

#### **Approach**

This scope of work is based on our understanding of the project and our experience gained from successfully completing similar assignments.

#### **Project Management**

Alta Planning+Design, Inc. will take the lead in all tasks and conducting all necessary project management activities to complete the ZooMontana to Riverfront Park Trail Feasibility Study. This includes coordination with the Yellowstone County and the City of Billings, and the Project Oversight Committee (POC).

#### **TASK 1: Project Initiation**

##### **1.1 Organization and Scoping Meeting**

As a first order of business, an organization and scoping meeting will be held with the POC to:

- Review objectives of project
- Review work plan
- Confirm study area
- Collect outstanding available data and published materials
- Develop contact/stakeholder list
- Confirm outline of meeting and presentation schedule
- Establish communication channels with other agencies
- Discuss the landowner involvement plan
- Coordinate with local governments and agencies

Changes to the Work Plan will be made (if necessary) at the conclusion of this effort, and an amended Work Plan and Schedule will be published.



## 1.2 Base Mapping

With assistance from the City of Billings/Yellowstone County GIS Departments, Alta will develop a high-quality base map—as an aerial photo and as a line drawing—that will be used for the duration of the study. (Alta has significant base mapping information from the Billings Area Bikeway and Trail Master Plan and from the Yellowstone Riverfront Trail Feasibility Study that can be used as a starting point. We will coordinate with the County for any necessary updates.) These maps will be used to facilitate field work, develop opportunities and challenges diagrams and to study recommended alignment options.

## 1.3 Study Area Reconnaissance

Per Task 1.1, initial site reconnaissance will occur in conjunction with the POC kick-off meeting. Data gathering will utilize digital photography, map mark-ups, street/sidewalk/right-of-way measurements and GIS data analysis. Project team staff will also study the corridor using the GIS-generated base maps, mobile GPS devices, as well as web-based mapping services such as Google Earth and Bing. Site reconnaissance will initially be limited to public rights of way and accesses, however following landowner outreach additional field work may be conducted on a case-by-case basis on existing private property.

### Task 1 Products



- Kick-off meeting notes
- Final detailed scope, schedule and outreach program
- Base Maps

## TASK 2: Preliminary Feasibility Research

### 2.1 Trail Feasibility Analysis

To ensure the project can be completed efficiently, Alta will rely on the City/County for relevant background information and suitable base mapping as part of Task 1. Through a thorough background data review and fieldwork, we will identify field conditions that will impact the alignment recommendations. Desired linkages, safety issues, private property encroachments and impacts, environmental conditions, slope, roadway conditions, I-90 and railroad crossings, and other opportunities and constraints that will help define trail alignment opportunities mapped and recorded in the field.

Our three-tier process for information gathering is as follows:

#### **TIER ONE: Background Data Analysis**

Analyze available data, including relevant local, regional, and State planning documents, including:

- County planning maps; Easements, Road ROW, wetlands, Tax Lot Maps;
- Relevant studies/planning documents:

### **TIER TWO: Field Inventory**

Conduct field inventory of existing right-of-way and potential alignments, utilizing GPS and photographing and recording all conditions observed in the field. Compare field notes, photographs, and drawings with maps, aerial photos, and other documents to ensure that the base map accurately reflects existing conditions. Information to be field surveyed and mapped:

- Slope/topographic conditions, drainages and water bodies, view points, sensitive environmental areas, geology, vegetation, historic resources, bridges and other structures, utilities;
- Proposed land uses & major developments; adjacent land uses, private encroachments, roadway crossings
- Major destinations, access points, schools, parks
- Property ownership and easements, Demographic data, potential trail support facilities, adjacent roadway characteristics

### **TIER THREE: Data Synthesis & Presentation**

Synthesize field data and printed data into a user-friendly map. Opportunities and constraints will be clearly identified as will the overlap and conflicts between various plans. We will present all information on large-scale color maps using (a) AutoCAD or Arcview, (b) aerial photographs, (c) U.S.G.S. topographic maps supplemented by local GIS mapping, and/or (d) City, County, DOT supplied mapping. We will supplement maps with our field notes and GPS data so that they offer an accurate portrayal of existing and proposed conditions.

### **Task 2 Products**



- Background document review
- Comprehensive base map
- Field inventory of site conditions
- Opportunities and constraints mapping
- Photo database of field conditions

## **TASK 3: Public Involvement/Private Landowner Outreach**

### **3.1 Project Oversight Committee**

The project team will provide an update at each of the regularly scheduled POC meetings for the duration of the project. These meetings are open to the public.



### **3.2 Develop Outreach Plan**

A successful outreach plan can help the project achieve success. Tasks 3.3 through 3.5 propose several activities that we believe will achieve meaningful and efficient public outreach. As one of our initial tasks, we will work with City/County Planning to finalize an outreach plan. A successful outreach plan must accomplish the following objectives:

- Capitalize on the existing support of local interest groups to link ZooMontana and Riverfront Park to establish a recreational trail.
- Engage key stakeholders and affected property owners at a level that is transparent and presents unbiased information with the hope of eliciting participation and to spread information about the project.
- Generate trust in the process and the outcomes by neighboring landowners, key stakeholders and opinion leaders.

### **3.3 Host First Meetings (with Property Owner Informational Meeting)**

We propose hosting a first public meeting that will double, or designate a portion of it as a property owner informational meeting to present the project background, review the City/County policy on not taking land for the purposes of trail development by eminent domain, and present initial findings from field work, mapping, and found opportunities and constraints. No alignment alternatives will be provided at this meeting. The City of Billings will cover noticing of property owners along the corridor prior to the meeting. The objectives of this meeting are to:

- Share vision of Yellowstone Riverfront Trail and Marathon Loop Trail
- Review key opportunities and constraints
- Review progress and consensus gained where applicable
- Listen to concerns of property owners
- Discuss future development plans within the study area
- Discuss potential alignments and pros/cons of each

A portion of this meeting will also be to engage the general public early in the process. The Alta team will work with City/County staff to identify applicable stakeholders of the ZooMontana to Riverfront Trail Feasibility Study. We propose a half-day event that participants can attend when convenient. It is likely that the first hour would be an informational presentation. Following the presentation, we will furnish several sets of maps that depict the opportunities and constraints within the study area. For the next several hours we will invite the stakeholders to discuss alignment options, access points, place-making opportunities and other amenities for further consideration. For the final hour we would open up the workshop to the public and advertise this time slot in accordance with the Yellowstone County Board of Planning Participation Plan. Likely project stakeholders include (but are not limited to): Yellowstone County and the City of



Billings, the Billings Chamber of Commerce, BikeNET, Yellowstone River Parks Association, Private Landowners/Developers, Department of Fish and Game, utility companies and other agencies. The project team will summarize the outcome of the meeting and use the findings during creation of the alignment alternatives.

### **3.4 Host Second Meeting**

A second public meeting will be held later in the project to present the status of the project and the draft alignment alternatives. We will work with the POC to determine the appropriate level of detail.

### **3.5 Policy Coordinating Committee Meeting**

The project team will attend one PCC meeting when the feasibility study is at a draft stage.



#### **Task 3 Products**

- Outreach Plan
- POC meeting attendance (up to 4)
- Stakeholder Workshop
- Property Owner Informational Meeting
- PCC meeting attendance (1 meeting)
- Supporting maps

## **TASK 4: Alignment Development**

### **4.1 Alignment Alternatives**

This task will involve developing and laying out potential trail alignment alternatives. This will require a synthesis of all existing data gathered to this point, supplemented with fieldwork to verify appropriate fit for trail alignment alternatives.

We will explore a reasonable number of alternatives to ensure the best possible alignments from the perspective of the trail user and the goals of the POC and private landowners. We will map multiple potential alignments based upon our field reconnaissance and data collection work. We will refine the alignment maps based upon this fieldwork. We will illustrate potential connections to key destinations such as other local and regional trail links, access and viewpoints, parks, schools, as well as potential connections to the surrounding neighborhoods (if applicable).

### **4.2 Alternatives Evaluation**

Our analysis of options will focus on safety, environmental enhancement, cost and ease of implementation, aesthetics, topographical constraints, and private landowner needs/constraints. We envision similar criteria to what we used in the Riverfront Trail Feasibility Study including but not limited to:



- **Opinion of User comfort**  
Evaluate alternatives based on the experience users will be subjected to. A trail installed immediately adjacent or connected to a high-speed roadway will not be as comfortable or well used as a more scenic separated trail away from traffic.
- **Opportunities for Views, Scenic Experiences, Wildlife Viewing**  
Evaluate alternatives' abilities to provide a positive user experience that reflects the need for access to the trail as a destination.
- **Directness of Route**  
A route which meanders significantly or does not seem cohesive must be evaluated against more direct options.
- **Right-of-way availability**  
Alignment alternatives where existing public right of way, existing land use, easements or other provisions can be made will result in a more feasible option. We will note alternatives that pass through parcels where property owners are supportive to the trail.
- **Trail Isolation**  
Maintain a balance where the trail is scenic and comfortable must be weighed against one that is isolated and lacks visibility to adjacent landowners and passersby.
- **Susceptibility to Flooding**  
Some alignment alternatives may be within stream channels or along the Yellowstone River where flooding could impact the usability of maintenance of the trail.

Evaluation and screening of the alignment options will be accomplished by constructing a decision-matrix that scores each alignment option or trail segment by the criteria such as those described above. Additional criteria may come forth through discussions with the POC .

### **4.3 Preferred Trail Alignment**

From the alternatives evaluation process, a preferred trail alignment will be developed. Alignment mapping will be developed in enough detail to show constraints and make decision-points clear. Alta will prepare materials as necessary to convey the preferred system. Materials will include up to six (6) photo renderings and up to ten (10) corridor cross-sections at various points along the preferred trail alignment, good opportunities for access points, informational kiosks, wayfinding information and other trail amenities. It is likely that multiple alignments may be feasible and may be developed to a higher level for Task 4.4.

### **4.4 Phasing Plan**

The project team will evaluate the feasible alignment alternatives from Task 4.3 and examine them for natural and structural limits that could encompass distinct projects. Depending on long-term vs short term feasibility it is possible that parallel projects may be recommended to the City/County to facilitate the short term goal of creating a connection, while not losing sight of a

higher quality alignment that would make the route more attractive to a wider cross-section of the public. Alta will provide a recommended phasing plan and implementation strategy outlining long and short-term projects with phasing options if applicable.



#### **Task 4 Products**

- Alignment Alternatives
- Preferred Alignment(s)
- Phasing Plan
- Maps and graphics including up to six (6) photorenderings and ten (10) corridor cross-sections

### **TASK 5: Feasibility Study**

#### **5.1 Administrative Draft**

After confirming the validity of the preferred linkage route, the Alta team will draft the Feasibility Study. This study is intended to be simple and to present the findings of the process in tasks 1-4. We will work with POC to determine the appropriate level of detail for this effort, however we will provide an introduction to the process including a summary of the study purpose, potential benefits of a trail, an overview of the methods used to conduct the study and our conclusions. This administrative draft is intended to solicit internal feedback from City/County staff and resolve any concerns prior to the release of a public draft. Alta will receive one non-contradictory set of comments from the City/County project manager.

#### **5.2 Public Draft**

Alta will issue a public draft to post on the City and County website to solicit public and stakeholder comment. Alta will discuss suggestions from the public with the City/County project manager and make necessary changes.

#### **5.3 Final Draft**

Alta will deliver a final draft addressing all changes.



#### **Task 5 Products**

- Electronic review copy of Administrative Draft Trail Feasibility Study
- Electronic review copy of Public Draft Trail Feasibility Study
- Electronic final copy of Trail Feasibility Study
- Fifteen (15) full color copies of the final study and executive summary
- All files and data collected during project



## EXHIBIT B PROJECT BUDGET

ZooMontana to Riverfront Park Trail Feasibility Study									
Prepared by Alta Planning+Design, Inc. 3/18/14	Alta Planning+Design			Peaks to Plains Design		Total Labor (Hours)	Total Labor (Cost)	Direct Costs	Task Subtotal
	Project Manager	Planner	Designer	Public Involvement	Engineer				
Task Description									
<b>Task 1: Project Initiation</b>									
1.1 Organization and Scoping Meeting	8			4		12	\$1,400	\$200	\$1,600
1.2 Base Mapping		8				8	\$664		\$664
1.3 Site Reconnaissance	8			8		16	\$1,800		\$1,800
<b>Task 2: Preliminary Feasibility Research</b>									
2.1 Trail Feasibility Analysis	24	24		4	6	58	\$5,992		\$5,992
<b>Task 3: Private Landowner Outreach</b>									
3.1 TAC Meetings	12			4		16	\$1,900	\$400	\$2,300
3.2 Develop Outreach Plan	4			2		6	\$700		\$700
3.3 Host First Meetings	8			12		20	\$2,200	\$300	\$2,500
3.4 Host Second Meeting	12			8		20	\$2,300	\$321	\$2,621
3.5 PCC Meeting	8					8	\$1,000	\$200	\$1,200
<b>Task 4: Alignment Development</b>									
4.1 Alignment Alternatives	14	16				30	\$3,078		\$3,078
4.2 Alternatives Evaluation	6	16				22	\$2,078		\$2,078
4.3 Preferred Trail Alignment	6	10				16	\$1,580	\$200	\$1,780
4.4 Phasing Plan	8					8	\$1,000		\$1,000
<b>Task 5: Feasibility Report</b>									
5.1 Admin Draft	16	16	60	6	4	102	\$9,308		\$9,308
5.2 Public Draft	6	6		4		16	\$1,648		\$1,648
5.3 Final Feasibility Study	6	7				13	\$1,331	\$400	\$1,731
<b>TOTALS</b>									
Total Hours	146	103	60	52	10	342			
Hourly Rate*	\$125	\$83	\$83	\$100	\$100				
<b>TOTAL COSTS</b>	<b>\$18,250</b>	<b>\$8,549</b>	<b>\$4,980</b>	<b>\$5,200</b>	<b>\$1,000</b>		<b>\$37,979</b>	<b>\$2,021</b>	

TOTALS	
Total Labor Estimate	\$37,979
Total Direct Costs	\$2,021
Total Estimated Budget	<b>\$40,000</b>



## EXHIBIT C DBE AND NON-DISCRIMINATION NOTICE

---

### DBE 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 consultant 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).

---

### NON-DISCRIMINATION NOTICE

During the performance of this Agreement, the Consultant (hereafter in this Section “the Party”), for itself, its assignees and successors in interest, agrees as follows:

#### A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

(1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.

(2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.

(4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books,



records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,

(a) Withholding payments to the Party under the Agreement until the Party complies, and/or

(b) Cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

**B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, §49-3-207, MCA**

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

**C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

(1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.

(2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: "The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case



of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."

All video recordings produced and created under contract and/or agreement will be closed captioned.

**D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR §26**

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Party 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.



## EXHIBIT D CERTIFICATE OF LIABILITY INSURANCE

Client#: 835015	ALTPLAN																																																																
<b>ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 3/18/2014																																																															
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																																																	
<b>PRODUCER</b> <b>USI Northwest</b> 700 NE Multnomah, Suite 1300 Portland, OR 97232 503 224-8390	<b>CONTACT NAME:</b> Karen Barry <b>PHONE (A/C No, Ext):</b> 503 224-8390 <b>FAX (A/C No):</b> 610 362-8130 <b>E-MAIL ADDRESS:</b> karen.barry@usi.biz																																																																
<b>INSURED</b> <b>Alta Planning and Design, Inc.</b> 711 SE Grand Avenue Portland, OR 97214	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co.</td> <td>36161</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D : SAIF Corporation</td> <td>36196</td> </tr> <tr> <td>INSURER E : Zurich American Insurance Co.</td> <td>16535</td> </tr> <tr> <td>INSURER F : Continental Casualty Company</td> <td>20443</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Co.	25615	INSURER B : Travelers Property Casualty Co.	36161	INSURER C : Travelers Indemnity Company	25658	INSURER D : SAIF Corporation	36196	INSURER E : Zurich American Insurance Co.	16535	INSURER F : Continental Casualty Company	20443																																																		
INSURER(S) AFFORDING COVERAGE	NAIC #																																																																
INSURER A : Charter Oak Fire Insurance Co.	25615																																																																
INSURER B : Travelers Property Casualty Co.	36161																																																																
INSURER C : Travelers Indemnity Company	25658																																																																
INSURER D : SAIF Corporation	36196																																																																
INSURER E : Zurich American Insurance Co.	16535																																																																
INSURER F : Continental Casualty Company	20443																																																																
<p><b>COVERAGES</b>      <b>CERTIFICATE NUMBER:</b>      <b>REVISION NUMBER:</b></p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">INSURER</th> <th style="width: 30%;">TYPE OF INSURANCE</th> <th style="width: 10%;">ADDITIONAL INSURER (INSR. NO.)</th> <th style="width: 10%;">POLICY NUMBER</th> <th style="width: 10%;">POLICY EFF. (MM/DD/YYYY)</th> <th style="width: 10%;">POLICY EXP. (MM/DD/YYYY)</th> <th style="width: 25%;">LIMITS</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>GENERAL LIABILITY</td> <td></td> <td>6808B259484</td> <td>06/01/2013</td> <td>06/01/2014</td> <td>EACH OCCURRENCE \$2,000,000</td> </tr> <tr> <td>B</td> <td><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</td> <td></td> <td>6808B259331</td> <td>06/01/2013</td> <td>06/01/2014</td> <td>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL &amp; ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000</td> </tr> <tr> <td></td> <td colspan="2">GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>B</td> <td>AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS</td> <td></td> <td>BA7A574417</td> <td>07/01/2013</td> <td>07/01/2014</td> <td>COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$</td> </tr> <tr> <td>C</td> <td><input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0</td> <td></td> <td>CUP8B259933</td> <td>06/01/2013</td> <td>06/01/2014</td> <td>EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000</td> </tr> <tr> <td>D</td> <td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below</td> <td>Y/N Y N/A</td> <td>771940</td> <td>09/01/2013</td> <td>09/01/2014</td> <td><input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER</td> </tr> <tr> <td>E</td> <td></td> <td></td> <td>8997892 WA Empl. Liab. OH Empl. Liab.</td> <td>09/01/2013</td> <td>09/01/2014</td> <td>E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000</td> </tr> <tr> <td>F</td> <td>Professional Liability</td> <td></td> <td>MCH114135257</td> <td>07/01/2013</td> <td>07/01/2014</td> <td>\$3,000,000 Per Claim \$4,000,000 Aggregate</td> </tr> </tbody> </table>			INSURER	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR. NO.)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	A	GENERAL LIABILITY		6808B259484	06/01/2013	06/01/2014	EACH OCCURRENCE \$2,000,000	B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6808B259331	06/01/2013	06/01/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA7A574417	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		CUP8B259933	06/01/2013	06/01/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000	D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	771940	09/01/2013	09/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	E			8997892 WA Empl. Liab. OH Empl. Liab.	09/01/2013	09/01/2014	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	F	Professional Liability		MCH114135257	07/01/2013	07/01/2014	\$3,000,000 Per Claim \$4,000,000 Aggregate
INSURER	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR. NO.)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS																																																											
A	GENERAL LIABILITY		6808B259484	06/01/2013	06/01/2014	EACH OCCURRENCE \$2,000,000																																																											
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6808B259331	06/01/2013	06/01/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000																																																											
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC																																																																
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA7A574417	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																																																											
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		CUP8B259933	06/01/2013	06/01/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000																																																											
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	771940	09/01/2013	09/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER																																																											
E			8997892 WA Empl. Liab. OH Empl. Liab.	09/01/2013	09/01/2014	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000																																																											
F	Professional Liability		MCH114135257	07/01/2013	07/01/2014	\$3,000,000 Per Claim \$4,000,000 Aggregate																																																											
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</p> <p><b>RE:</b> Projects as on file with the insured including but not limited to ZooMontana to Riverfront Bike/Ped Connector Feasibility Study Project. The City of Billings, MT is added as Additional Insured on General Liability and Auto Liability policies as required by written contract per attached endorsements GGD3810907 and CAT4200710.</p>																																																																	
<b>CERTIFICATE HOLDER</b>  City of Billings, MT PO Box 1178 Billings, MT 59103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Mike Seaburg</i>																																																																

ACORD 25 (2010/05) 1 of 1  
#S11838213/M10849260

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.

SZSZP



POLICY NUMBER: 680-8B259331-  
POLICY NUMBER: 680-8B259484-

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily



COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



Policy No. BA7A574417

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BLANKET ADDITIONAL INSURED**
- B. EMPLOYEE HIRED AUTO**
- C. EMPLOYEES AS INSURED**
- D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- E. TRAILERS – INCREASED LOAD CAPACITY**
- F. HIRED AUTO PHYSICAL DAMAGE**
- G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
- H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**
- I. WAIVER OF DEDUCTIBLE – GLASS**
- J. PERSONAL EFFECTS**
- K. AIRBAGS**
- L. AUTO LOAN LEASE GAP**
- M. BLANKET WAIVER OF SUBROGATION**



#### **A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

**b. For Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **C. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:



## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

#### Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

### G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., Limit Of Insurance, of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

### I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

#### Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.



COMMERCIAL AUTO

**K. AIRBAGS**

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

**(2) Any:**

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.6., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

