

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, 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 West Main Street, Bozeman, Montana 59715, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to obtain information regarding the development of a Billings Area Bikeway and Trail Master Plan Update 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 one-year, 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 \$105,000.00 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 (Print Name Above)

By _____
THOMAS W. HANEL,
MAYOR

By _____

Print Name _____

Print Title _____

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney

EXHIBIT A

SCOPE OF WORK

BILLINGS BIKEWAY AND TRAIL MASTER PLAN UPDATE

Scope of Work

Task 1: Project Management & Coordination

The following practices will be employed to achieve a successful project for the Billings Area:

Project Steering Committee (PSC) meetings. As in previous planning efforts the Alta team will lead frequent PSC meetings at the City/County Planning building. These monthly (on average) meetings will have the purpose of guiding the planning process, by discussing the status of and direction of the planning process, reviewing project deliverables, and creating buy-in for the plan by involving key City/County staff throughout. The composition of the PSC will be determined by City/County staff.

Working Papers. Each phase of the project will be punctuated by working papers. These deliverables are intended to be advance drafts of the eventual chapters of the final plan. Releasing them in smaller, time appropriate submissions, we achieve the benefits of the information being fresh, and in small enough doses to be reviewed and vetted by the PSC. By the time a full draft plan is available, nothing will be new or a surprise to the PSC.

Schedule/Budget Management. Alta uses Deltek Vision to manage the budgeting and scheduling portion of projects. This software allows Alta's project managers to track project costs in real time, maintain a schedule of future labor hours, and produce monthly progress reports. With each monthly invoice, Alta's project manager will provide a progress report that summarizes tasks completed and other key information to the MPO's Project Manager. Weekly informal updates will be provided as well to the MPO Project Manager on an as needed basis.

Public Hearings. Representation from the Alta team will be available to attend up to four (4) public hearings including the Technical Advisory Committee, the Policy Coordinating Committee and other governing bodies as required. If possible, Alta will work to schedule PSC meetings on the same days for efficiency.

Task 1 Deliverables:

- Up to nine (9) Project Steering Committee Meetings
- Progress reports submitted with monthly invoicing and more frequent email progress updates made between Alta's and the Billings MPO's Project Managers



- Attendance at up to four (4) public hearings

Task 2: Public Involvement

Crucial to the update process will be meaningful and substantial public involvement at every stage of the project. Demonstrating wide-spread community interest with substantial numbers of participating residents will be central to supporting the plan's direction and recommendations. As an initial exercise the Alta team will prepare a public involvement plan consistent with Yellowstone County guidelines to outline the plan's activities and avenues of involvement. We anticipate this to include the following:

1. **Project Website.** The project website will be the primary portal to project information, materials and many forms of involvement. The site will be attractive and have a unique URL which is easy to remember

We envision the website to be the portal for:

- a. **Project Wikimap.** This tool allows for the public to provide direct feedback on the existing bikeway and trail network in a familiar google maps based format. After an initial comment or route is suggested subsequent viewers can agree or disagree with the comment. This allows for a robust record that can inform recommendations and public need. Our recent efforts in Bozeman and Missoula have included this tool to great effect. In Missoula 770 distinct points were added to the map with a further 970 follow up comments to the initial points.
 - b. **Project Survey.** Alta will create and execute a non-statistically valid survey through the project website to gauge public opinion and interest on a variety of active transportation topics. Our goal will be to reach a large body of area residents that have an interest in active transportation and recreation.
 - c. **Project email newsletter.** Signups will be held at project events as well as on the project website to subscribe to the e-newsletter. This will be sent out at key points during the project such as to announce project milestones, deliverables for public review and meeting notices
 - d. **Social Media.** The project website will act as a vector for applicable social media. Where possible, we will seek to utilize existing social media such as Facebook to get the word out.
2. **Focus Groups.** The Alta team proposes to hold a series of focus groups with like themed project stakeholders. For example, separate meetings could be held for public health staff,



advocate staff, city and county parks & rec, city and county engineering, elected officials, or others. Up to four (4) focus group meetings are proposed.

3. **Public Meetings.** Two public meetings will be held to gather input on the development of the plan. The first will be near the beginning of the project to present the existing conditions and to solicit feedback on the existing network. The second meeting will be held later in the project to present draft recommendations and solicit comments. We will work with City/County planning to customize content and activities within the meetings to gather specific feedback such as on potential demonstration projects within the community. The second public meeting could include a work session to develop or refine a pilot project to be implemented quickly within the City of Billings prior to adoption of the plan. This project would demonstrate concepts and gauge public support.

Task 2 Deliverables:

- Public Involvement Plan
- Project Website including survey hosting, project newsletter signup and interactive mapping exercise.
- Up to four (4) focus group meetings
- Two (2) public meetings

Task 3: Vision, Goals & Objectives

Alta will work with the PSC to review the 2011 plan's vision, goals and objectives. With the 2013 Billings Complete Streets Benchmarking report that Alta assisted with, we know the level of data collection and frequency of effort that Billings is already undertaking. We can use this experience to expand upon the objectives with associated performance measures including potential new data sources and types of measurement that have not yet been undertaken. It will be important to undertake this task with a good representation of City/County staff from multiple departments.

Task 3 Deliverables:

- Working Paper 1: Vision, Goals & Objectives

Task 4: Existing Conditions Analysis

To get where you need to go, you need to know where you are. The purpose of this task is to develop a deep and comprehensive understanding of where Billings is today with respect to bicycle and trail infrastructure, programs and policies, and education and to set the stage to use



that information in a smart and integrated way to inform the decision making process for key investments that need to be made.

Alta will make use of supplied City/County supplied GIS database as a starting point for gathering and assembling data. Some of this analysis would plug seamlessly into an update of the 2013 Complete Streets Benchmarking Report. This task will include the following:

Background Document Review. We will review other relevant planning documents such as the LRTP, the Growth Policy and other applicable local, sub-regional regional and state development plans and policies. A special memo/working paper will be prepared about how consistent this plan update is or how it relates to each of these resources will be provided.

Updated Inventory of Facilities. We will update of on and off-street bikeway and trail facilities, parks and other spatial data. This data and other elements within the existing conditions analysis will be mapped in a visually attractive ARC GIS compatible format. We will also plot the growth in these facilities over time.

Updated Counts Analysis. We will update our previous analysis of manual (volunteer based) and automatic counter data that has been collected since 2010. Alta has expanded our capabilities to visualize this data using infographics and mapping to distill a wealth of information into easy to understand findings.

Demographic Analysis. We will use the American Community Survey to summarize current and changing demographics and population data for Billings. This will include analysis of journey to work data with the goal of tracking commuting trends over the past 15 years.

Existing Programs. Alta will, through stakeholder and PSC involvement, inventory existing programs occurring in and around Billings. This will include a brief description of each program/activity and will acknowledge all partner organizations for each entry.

Task 4 Deliverables:

- Working Paper #2: Existing Conditions

Task 5: Needs Analysis

Once the existing conditions are quantified, the needs of Billings' residents can be summarized using a variety of project tasks.

Level of Traffic Stress Analysis. The methods used for the Level of Traffic Stress Analysis were adapted from the 2012 Mineta Transportation Institute (MTI) Report 11-19: Low-Stress Bicycling and Network Connectivity. The approach outlined in the MTI report uses roadway network data, including posted speed limit, the number of travel lanes, and the presence and



character of bicycle lanes, as a proxy for bicyclist comfort level. Road segments are classified into one of four levels of traffic stress (LTS) based on these factors. The lowest level of traffic stress, LTS 1, is assigned to roads that would be tolerable for most children to ride, and could also be applied to multi-use paths that are separated from motorized traffic; LTS 2 roads are those that could be comfortably ridden by the mainstream adult population; LTS 3 is the level assigned to roads that would be acceptable to current “enthused and confident” cyclists; and LTS 4 is assigned to segments that are only acceptable to “strong and fearless” bicyclists, who will tolerate riding on roadways with higher motorized traffic volumes and speeds.

Public Involvement Summary. Alta will provide a cohesive summary complete with a set of infographics that summarize the results of our Public Involvement during the initial phases. This includes summary from the first public meeting and most importantly the results of the interactive mapping exercise on the project website.

New Bikeway Types. The state of the practice of on-street bikeways in particular has advanced considerably since the 2011 plan was adopted. The NACTO Urban Bikeway Design Guide was released and many cities have been implementing many innovative types of bikeways with the outcome being their networks being more accessible to a larger portion of residents. Alta will review advances in the industry including Separated Bike Lanes, Buffered Bike Lanes, and Bicycle Boulevards (included in the last plan, however not yet implemented). Additionally new intersection typologies and treatments will be presented.

Crash Analysis. Alta will review available crash data from the past 5 years for the billings area. Trends in both crash location, roadway type, and crash location will be analyzed. This data analysis may indicate safety improvements are needed at specific locations, or types of bikeways may be helpful to improve safety. As part of this task we will also review the results of the recent Community Safety Plan.

Benefits Analysis. Alta will utilize data from the American Community Survey and other sources to estimate the current levels of bicycling within the Billings area and use it to estimate the current annual benefits from bicycling on the community. This includes reduced vehicle miles traveled, emissions benefits, health benefits, household savings, etc. These benefits will be summarized with infographics and estimates of those benefits should mode share increase in the future due to the implementation of the plan. Additionally, we will perform a literature review to summarize current research into how investing in bikeway and trail networks impacts communities. This will include a discussion of overall community mobility (including aging in place), economic benefits (including tourism, property values, and employer attraction and talent retention), environmental benefits, quality of life and community health benefits.

Task 5 Deliverables:



Working Paper #3: Needs Analysis

Task 6: Recommendations

Following up on our robust existing conditions and needs analysis, the Alta team will audit and update the previous plan's recommendations. We will examine each prior recommendation for continued applicability, weigh it against collected public feedback and against changes in the state of the practice and changing nature of the city. Our recommendations will be detailed and recommend new facilities, programs, and policies for implementation in the City and County.

Lineal Facilities. With this update being a more substantial effort than in 2010, we anticipate being able to dive down to a more refined level of detail. For example, a bike lane can be provided one or more potential cross-sections within the existing curb-to-curb street width. Supplemental field work will be conducted as necessary to verify the feasibility of our recommendations. Not all possible routes may allow for safe and convenient facilities.

Spot Improvements. A spot improvement could be a new trailhead, new amenities, or crossing improvements to existing or new crossing locations. Detail about the type of improvement will be provided with each spot treatment proposal. Wayfinding signage recommendations will be included here at a high level with the intent of providing direction in the future development of an on and off-street trail system that is consistent with existing efforts by Parks (PRPL).

Policy & Code Recommendations. Alta will recommend a host of policy and code changes that will need to be formalized outside of this planning process. These could include changes to City/County subdivision regulations, maintenance practices, bike parking and other amenity provisions. Since the 2011 plan, Billings adopted a Complete Streets Policy. We will review the effectiveness and outcomes of this policy and advise the City on additional refinements that may be needed going forward. As part of the PSC process, we will also explore various policies such as requiring a certain level of connectivity in new development as measured through a 'connected node ratio' and other changes to ensure that Billings develops in a friendly way to active transportation. We will also recommend changes to the active transportation user counts if needed to keep a robust but practical data collection process moving forward.

Program Recommendations. The Alta team will recommend a series of programs based on the current programs and interest by relevant partner organizations in the area. We will also explore the effectiveness of the prior plan's recommendations and make changes accordingly with the intention that the recommended programs have buy-in and will be actionable within the new plan's lifespan.

Task 6 Deliverables:



- Working Paper #4: Recommendations

Task 7: Implementation

This task will take the raw recommendation from Task 6 and collaboratively evolve them into an action plan which the City, County or MPO can implement. This task includes the following:

Prioritization: Following the vetting and acceptance of the recommendations in Task 6, the Alta team will discuss the effectiveness of the prioritization scheme utilized in the previous plan and modify as necessary to produce a valuable, actionable methodology going forward. This could involve a similar evaluation which weighs the relative merits of each recommendation, or something simpler which phases groups of projects out for implementation into different time horizons

Cost Estimates: Planning level cost estimates will be developed for each project contained within the plan. These costs will be +/- 30% of the likely eventual construction cost and will be based on recent bid data and our experience implementing bikeways and trails nationwide.

Funding Sources: With the passage of MAP 21 and its Transportation Alternatives program, Billings has lost a reliable stream of CTEP dollars and is now forced to compete with every Montana community for a smaller pool of dollars. This task will explore other sources of funding, including creating a locally based and sustainable source of funding that could be used annually to develop and implement projects.

Task 7 Deliverables:

- Working Paper #5: Implementation

Task 8: Draft and Final Plan

Draft Plan. Utilizing the working papers, which will have already been reviewed by the PSC, the Alta Team will prepare a Draft Bicycle Master Plan document. The draft document, which will be a unified compilation of previous tasks' working papers and will therefore be comprised of information previously reviewed by staff and select stakeholders, will be submitted to the PSC electronically for review and comment. Upon direction from the MPO, the draft plan will be posted to the project website for public review.

Final Plan. We assume that internal reviewer comments will be compiled by the MPO project manager and unified direction will be provided to the Alta Team after the review period has ended. The Alta Team will address one round of comments and incorporate them into a Final Draft of the Billings Area Bikeway and Trail Master Plan. We will submit an electronic version of the Master Plan to MPO staff for review to ensure that all comments have been addressed. The



final plan will be delivered with 15 printed hard copies, and electronically on 10 flash drives and with native files for any subsequent updates. A pdf format of the plan will be produced that will be compatible with Digital Adobe Flipbook for the City of Billings Website.

Task 8 Deliverables:

- Draft Plan in pdf format for review by the PSC based on working papers 1-5
- Following revisions based on non-contradictory comments, Alta will deliver a final plan in pdf and hard copy format. 15 printed hard copies will be delivered.



EXHIBIT B SCHEDULE OF FEES AND CHARGES

Bikeway and Trail Master Plan Update									
Prepared by Alta Planning+Design, Inc. 3/14/16	Alta Planning+Design			Peaks to Plains Design		Total Labor (Hours)	Total Labor (Cost)	Direct Costs	Task Subtotal
	Project Manager	Planner 1	Planner 2	Public Involvement	Engineer				
Task Description									
Task 1: Project Management/Coordination									
1.1 General Project Management	10					10	\$1,750	\$1,800	\$3,550
1.2 Project Steering Committee Meetings	40	6	12	18		76	\$10,618		\$10,618
1.3 Public Hearings	12				8	20	\$3,020	\$400	\$3,420
Task 2: Public Involvement									
2.1 Public Involvement Plan	2	4				6	\$742		\$742
2.2 Project Website	2	20				22	\$2,310		\$2,310
2.3 Project Wikimap		8				8	\$784		\$784
2.4 Project Survey	4	8				12	\$1,484		\$1,484
2.5 Project Newsletter	6		8			14	\$1,690		\$1,690
2.6 Social Media			8	8		16	\$1,560		\$1,560
2.7 Focus Groups	8			20		28	\$3,700		\$3,700
2.8 Public Meetings (2)	12		24	30		66	\$7,470	\$1,200	\$8,670
Task 3: Vision, Goals & Objectives									
3.1 Working Paper 1: Vision Goals & Objectives	4		12	2		18	\$1,890		\$1,890
Task 4: Existing Conditions Analysis									
4.1 Background Document Review	6		20	6		32	\$3,340		\$3,340
4.2 Inventory of Facilities	4	24		2		30	\$3,282		\$3,282
4.3 Updated Counts Analysis	4	20				24	\$2,660		\$2,660
4.4 Demographic Analysis	4		16	2		22	\$2,210		\$2,210
4.4 Existing Programs	4		8	8		20	\$2,260		\$2,260
4.4 Working Paper #2: Existing Conditions	8	4	20	4		36	\$3,852		\$3,852
Task 5: Needs Analysis									
5.1 Level of Traffic Stress Analysis	4	40		2		46	\$4,850		\$4,850
5.2 Public Involvement Summary	2		12	8		22	\$2,230		\$2,230
5.3 New Bikeway Types	6		6			12	\$1,530		\$1,530
5.4 Crash Analysis	4		8			12	\$1,340		\$1,340
5.5 Benefits Analysis	4	20				24	\$2,660		\$2,660
5.6 Working Paper #3: Needs Analysis	6		20	6		32	\$3,340		\$3,340
Task 6: Recommendations									
6.1 Facility Recommendations (lineal & spot)	20	8		8		36	\$5,204		\$5,204
6.2 Policy & Code Recommendations	6	16	10	8		40	\$4,338		\$4,338
6.3 Program Recommendations		16		8		24	\$2,488		\$2,488
6.4 Working Paper #4: Recommendations	8	2	10	2		22	\$2,626		\$2,626
Task 7: Implementation									
7.1 Prioritization	8		20	4		32	\$3,460		\$3,460
7.2 Cost Estimates	4	8			20	32	\$3,484		\$3,484
7.3 Funding Sources	8	4		4		16	\$2,252		\$2,252
7.4 Working Paper #5: Implementation	2		10	2		14	\$1,380		\$1,380
Task 8: Draft & Final Plan									
8.1 Draft Plan	6		20	4		30	\$3,110		\$3,110
8.2 Final Plan	8		10			18	\$2,200	\$450	\$2,650
Total Hours	226	208	254	164	20	872			
Hourly Rate*	\$175	\$98	\$80	\$115	\$100				
TOTAL COSTS	\$39,550	\$20,384	\$20,320	\$18,860	\$2,000		\$101,114	\$3,850	

TOTALS	
Total Labor Estimate	\$101,114
Total Direct Costs	\$3,850
Total Estimated Budget	\$104,964



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
