



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 KLJ Engineering located at 2969 Airport Road, Suite 1B, PO Box 1567, Helena, Montana, 59601, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to obtain information regarding the feasibility of developing potential connections, non-traditional motorized and non-motorized system along the 5th Avenue North Corridor between North 32nd Street and Main Street in downtown Billings 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 ten-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 \$79,800.00 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 the City, its officers, agents and employees from any and all losses, damage and liability resulting from any negligent act, error, or omission on the part of Consultant or its agents or employees.
- C. Where lawsuits or liability, including attorneys' fees and costs are caused by the wrongful or negligent act of both Billings and the Consultant, the Consultant shall indemnify Billings harmless from only that portion of 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 negligent acts, errors, or omissions 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 -- \$1,000,000 per accident, using KLJ's umbrella insurance for up to an additional \$500,000 per accident if needed.
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, except for cancellation due to non-payment and Worker's Compensation. **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 Steve Grabill 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 each Party shall be responsible for its own 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

KLJ Engineering
CONSULTANT (Print Name Above)

By _____
THOMAS W. HANEL,
MAYOR

By M. Anderson

Print Name Mark Anderson

Print Title Dir, Surface Transportation

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



EXHIBIT A SCOPE OF SERVICES

5th AVENUE NORTH CORRIDOR FEASIBILITY STUDY

Project Tasks

Project Management

KLJ will actively manage project activities to enable successful project coordination, as well as management to keep the project on schedule and within budget.

1. Project Management

A. Project Management

KLJ will provide project management efforts to include weekly project management reports to the City-County Planning Division, monthly invoicing and project coordination.

2. Corridor Conditions Analysis

The purpose of this task is to determine the availability of the corridor for locating and implementing some form of transportation facility improvements.

This task will include gathering existing corridor conditions, including ROW widths, land ownership and contact information and corridor use information. While some of the corridor is currently used for rail spur activity, the level and locations of rail use are unknown, and other uses along the corridor may be present as well.

A. Corridor Constraints Evaluation

KLJ will evaluate the location and availability of land owned by MRL and BNSF railroads to determine their existing or planned corridor use and opportunities for City use.

We have learned that a number of businesses are still being served by the railroad. This issue has the potential to impact feasibility for portions of the corridor, or for the corridor as a whole. We will map businesses along the corridor and meet or converse with them to determine what their future plans are for rail service.

Physical features of the corridor will also be identified and documented. These include utilities and other identified conditions. West of 25th Street, there is no remaining rail corridor and no obvious space for a facility bisecting the properties. Opportunities to connect to the 32nd Street corridor will consider potential use of parking lots and other parallel corridors. The positions and desires of landowners in and adjacent to the corridor will be assessed once other constraints and



opportunities have been identified.

B. Corridor Opportunities Evaluation

Once the corridor constraints have been defined, the question that remains is, what is left? What opportunities can reasonably be pursued given the current uses and constraints of the corridor? If some constraints appear to be roadblocks in the development of a corridor improvement solution, can efforts be made to remove them as roadblocks? Corridor opportunities will be mapped and described for review by the Steering Committee.

C. Initial Feasibility Evaluation

A Corridor Conditions Analysis Summary document will be prepared that shows corridor constraints and opportunities and provides an overall evaluation of the corridor. At this stage in the study, an initial determination will be made on the level of feasibility of the corridor. It will be further decided on which elements of the study, if any, should proceed for further analysis, corridor planning and recommendations.

3. Corridor Planning

Once constraints and opportunities along the corridor have been identified, both non-traditional motorized and non-motorized improvement alternatives for the corridor will be prepared. Corridor planning will consider not only the use of the corridor as a transportation facility, but also corridor beautification, screening and provision of other amenities that would benefit corridor users. The Billings Trail Master Plan will serve as a resource for beneficial trail site amenities.

Past planning documents say much about the context of the Billings Downtown and the Billings Exposition Gateway, and it is important to understand how the 5th Avenue corridor can enrich the central core of the community. Planning will consider potential major redevelopment east of 10th Street North, as proposed by the Billings Exposition Gateway Concept Plan.

Connectivity is a significant opportunity provided by developing transportation facilities along this corridor. Connections between MetraPark, Exposition Gateway and downtown area establishments, such as the YMCA, Art Museum and the Library, could benefit residents, tourists and businesses alike.

A. Non-traditional Motorized Facilities Planning

Corridor conditions will be assessed to determine the feasibility of corridor use by non-traditional motorized vehicles. A list and description of potential non-traditional motorized candidates (such as a trolley) will be prepared and reviewed with the Steering Committee. A typical section will be prepared relative to chosen candidates. Alternative horizontal alignments will be developed for consideration by the Steering Committee.



B. Non-motorized Facilities Planning

Corridor conditions will be assessed to determine the feasibility of corridor use by non-motorized users. Linkages to existing and proposed pedestrian and bicycle facilities and with transit, as well as to anticipated high use origins and destinations, will be identified and documented. A typical section will be prepared relative to chosen candidates. Alternative horizontal alignments will be developed for consideration by the Steering Committee.

C. Cost Estimates and Innovative Funding

Planning and programming level costs for basic corridor improvements will be estimated. Early in development of the 5th Avenue North Corridor Study, KLJ will determine existing local options to move potential project concepts out of the planning phase and into the project development phase. Most importantly will be a discussion and evaluation of the potential to include project elements into either the Billings Capital Improvement Program (CIP) or Billings Transportation Improvement Program (TIP).

As a potential signature project growing out of the Downtown Billings Framework Plan, there is excitement regarding the potential to develop an investment strategy for improvements along the 5th Avenue North corridor. While investments in the 5th Avenue North corridor are not currently included in either the Billings CIP or TIP, as the project moves into the middle phases and project concepts are more clearly understood, consensus will be achieved regarding the potential priority for investments in the corridor through future CIP or TIP development efforts.

Following development of the corridor constraints evaluation, KLJ will determine if the 5th Street Corridor may be a potential candidate to seek funding through the Environmental Protection Agency (EPA) Brownfields Program. As part of the corridor constraints evaluation, KLJ will develop a dialogue with the Montana Department of Environmental Quality (DEQ) and discuss the potential for some or all of the corridor to seek EPA Brownfields funding. Two potential Brownfields grant opportunities would be an EPA Assessment Grant to develop more specific site assessments or an Area-Wide Planning Program grant, which is tailored more towards multiple sites connected by infrastructure.

At the end of the 5th Avenue North Corridor Study, KLJ will finalize the funding strategy refined through the planning process. KLJ will develop an achievable implementation plan that will facilitate continuity of the prioritized project concepts to move further into project development.

D. Draft and Final Reports

KLJ will complete a draft report that incorporates analysis and input received from the stakeholders involved with the project. The report will include a project priority summary, outlining long-term and short-term projects and phasing for improvements, including cost estimates. A quality review will be performed on the contents of the draft report. Once



completed, the draft report will be distributed to the Steering Committee and MPO for review. Once review is complete, KLJ shall update and make any requested changes. Once a final draft is completed, an electronic copy will be distributed to the MPO for the local government review and adoption.

Upon receipt of all comments on the draft report and adoption by the Billings City Council, City/County Planning Board, Board of County Commissioners and the Policy Coordinating Committee, KLJ will incorporate any of these comments into a final report. Final deliverable to the MPO shall include five printed copies, 10 flash drives, 1 electronic writable format copy and a Digital Adobe Flipbook (or similar software tool) version of the report.

4. Public Involvement

Beyond our online outreach, KLJ will conduct interviews with property owners, key businesses and stakeholders. Individual meetings will be targeted around ROW analysis and designed to get in-depth information that will shape the plan and future of the 5th Avenue corridor. KLJ will work with the project team to identify groups and individuals that we need to meet with to get their important insight.

Visualization will be used in meetings and provided on the website and YouTube to show stakeholders and the public how the corridor could look after improvements are made. Minutes from all meetings will be attached as an appendix to the final report.

A. Steering Committee Interaction

The Steering Committee will include local staff, key stakeholders and concerned citizens from along the corridor. They will meet bi-monthly and continuing until the end of the study. Their role will be to provide input and direction on study activities, and feedback on study findings. KLJ will prepare an agenda and minutes for each Steering Committee meeting.

B. Key Stakeholder Interaction

KLJ will attend meetings with the MPO Technical Advisory Committee (TAC) and Policy Coordinating Committee (PCC), and governing bodies as required. Key landowners and businesses served by the rail spurs or adjacent to the corridor will be contacted for one-on-one meetings or conversations. This will allow assessment of interest in being involved throughout the study and will give us a better sense of their willingness to support a future project.

At these one-on-one meetings we will discuss how corridor improvements can benefit both them and the community. We will listen to any concerns they may have, and seek to maintain an open dialog so that any concerns they raise may be addressed in later conversations.

A number of methods will be used to provide opportunities for key stakeholders to participate in



study activities. These include individual meetings, focus group meetings and involvement on the Steering Committee or general public interaction.

C. General Public Interaction

General public interaction will include development and maintenance of a project website and conducting two public input meetings. We will provide public announcements and community meeting sign-in sheets, meeting graphics and presentations, and a link to the public using email, two newsletters and social media, and meeting minutes.

Prior to each public meeting, notification to all landowners within 500 feet of the corridor will be completed through the following means: a one-time direct mailing (first public meeting) with information regarding the public meeting and access to the project website. The cost of this mailing will be covered by the MPO. Future public meetings will be noticed through email collected through correspondence with property owners and interested parties, notice on the project website, social media announcements, media announcements and announced over the City of Billings Notify Me website software.

The first public meeting will be held early in the study. At this meeting, we intend to limit formal presentation in order to facilitate discussion and ideas from the public on corridor-related issues and solutions. This meeting will include corridor maps and some of the early ROW research that we will complete. After a brief introduction and orientation, we will potentially break into small groups that will work with a member of KLJ staff to talk through corridor issues and discuss possible ideas. We want this plan to resonate with the public and convey their values; that is why we plan on listening more than presenting at this first meeting.

The second public meeting will be an open house style meeting near the end of the study. At this meeting, we will give a presentation covering what we learned throughout the study and the analysis, which will lead into the detailed plan. We anticipate having maps of alternatives, as well as a handout with final recommendations and next steps. The presentation will be combined with key pad polling to engage and get feedback from the public. After the presentation, we will invite the public to comment on the recommended action items on the maps, complete comment forms and respond to the information provided. We will consider all the comments received before completing the final report.

D. Website and Online Survey

Our team will create an interactive website to inform and engage the community. We will use a domain similar to *www.5thaveBillings.com*. The website will be updated periodically and include all relevant information, surveys, maps, documentation, draft reports and presentation materials. The website will include web analytic tools to track visitors, top content, page views and sources of web traffic. Project websites have been effective tools for us to inform the community and reach individuals who may not attend a meeting.



5. Project Schedule

Based on a May 23rd Notice to Proceed, the following schedule is proposed for project activities and deliverables:

Project Task	Topic/Deliverable	Completion/Submittal Date
Business and Stakeholder Interviews	Meeting Summaries	Ongoing
Steering Committee Meeting 1	Kickoff Meeting	6/21/2016
Public Meeting 1	Corridor Issues and Solutions	7/28/2016
Task 1.0 Corridor Conditions Analysis	Initial Feasibility Evaluation Report	8/18/2016
Steering Committee Meeting 2	Initial Feasibility Results	8/23/2016
Steering Committee Meeting 3	Corridor Planning Status	10/25/2016
Task 2.0 Corridor Planning	Alternatives and Funding	12/6/2016
Draft Report	Draft Report	12/6/2016
Steering Committee Meeting 4	Draft Report Presentation	12/13/2016
Public Meeting 2	Draft Report Presentation	1/17/2017
Final Report	Final Report	2/10/2017
Steering Committee Meeting 5	Final Report Presentation	2/21/2017



EXHIBIT B SCHEDULE OF FEES AND CHARGES

SCHEDULE OF FEES AND CHARGES										
Billings 5th Avenue Corridor Feasibility Study										
Billings, MT										
KLJ Project No. 4116100										
STAFF TYPE	Engineer V Steve	Engineer IV Carl	Engineer III Mike/Matt	Planner IV Wade	Planner II Thomas	Visual Designer	Gov. Relations Specialist II	Engineer I	Total Hours	Total Labor Cost
Hourly Rate	\$ 56.50	\$ 48.50	\$ 34.25	\$ 42.00	\$ 42.75	\$ 38.00	\$ 33.00	\$ 28.00		
TASK										
TASK #	TASK NAME									
1.0	Project Management	24							24	\$1,356.00
	Subtotal	24							24	\$1,356.00
2.0	Corridor Conditions Analysis								0	\$0.00
2.1	Constraints Evaluation	12	8			2	31	11	65	\$2,548.50
2.2	Opportunities Evaluation	8	2			6	4	8	28	\$1,161.50
2.3	Initial Feasibility Evaluation	8		2		2	12	4	28	\$1,114.00
	Subtotal	28	10	2	0	10	0	43	122	\$4,824.00
3.0	Corridor Planning								0	\$0.00
3.1	Non-traditional Motorized Facilities Planning	4		8		18	16		44	\$1,632.00
3.2	Non-motorized Facilities Planning	4		8		24	24		60	\$2,169.00
3.3	Cost Estimates and Innovative Funding	4		4	8				16	\$550.00
3.4	Draft and Final Reports	32		6	4	16			60	\$4,826.50
	Subtotal	44	0	26	12	66	40	0	60	\$9,314.50
4.0	Public Involvement								0	\$0.00
4.1	Steering Committee Interaction	60	4			4	50	8	116	\$5,054.00
4.2	Key Stakeholder Interaction	4	4				24		32	\$1,212.00
4.3	General Public Interaction	16					16		32	\$1,432.00
4.4	Website and Online Survey	4				10			8	\$1,174.00
	Subtotal	74	8	0	0	20	0	88	8	\$8,892.00
	Total Hours	170	18	28	12	86	40	147	91	568
	Direct Labor Costs	\$ 9,605.00	\$ 875.00	\$ 959.00	\$ 744.00	\$ 3,676.50	\$ 1,120.00	\$ 4,851.00	\$ 2,548.00	\$ 24,376.00
										Indirect Costs (1.8772)
										\$ 45,765.57
										Subtotal Labor + Indirect
										\$ 70,136.07
										Profit (12%)
										\$ 8,416.33
										Direct Cost Totals
										\$ 1,247.61
										Total Fee
										\$ 79,800.00



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.

