



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 Westat located at 1600 Research Boulevard, Rockville, Maryland, 20850-3129, hereinafter referred to as “**CONSULTANT**.”

WITNESSETH:

WHEREAS, the **CITY** proposes to collect data necessary for the future development of a Billings MPO Multi-Modal Travel Demand Model and wishes to engage a research consulting firm to design, test and implement the survey 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 \$140,000.00 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 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 Jesse Casas 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

Westat
CONSULTANT (Print Name Above)

By _____
THOMAS W. HANEL,
MAYOR

By Frances D Bents
Print Name FRANCES D. BENTS
Print Title Vice President

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



EXHIBIT A SCOPE OF SERVICES

Billings/Yellowstone County Household Travel Survey Draft Scope of Work

Project Schedule

Westat will hold a project kick-off meeting in Billings to discuss and finalize the project approach, present the data items that will be collected, provide a presentation of the public outreach approach, the sample plan, data collection process, and the QA/QC process. Westat has found through experience that the kick-off meeting often reveals factors that influence the project schedule development. As such, Westat will work with the MPO to establish a data-collection schedule during the kick-off meeting. The schedule will guide the development of the Project Work Plan which will be delivered within the first three weeks of the contract period. Westat commits to completing all work on the project within 10 months of the signing of the contract.

Overview

The following describes the proposed work to be performed by Westat, Inc. (Westat) for the Billings Household Travel Survey (HTS) conducted to support the future development of the Billings Metropolitan Planning Organization (MPO) Multi-modal Travel Demand Model (TDM).

The Westat team will use its experience, coupled with guidance from the MPO, to develop a survey program which allows for the collection of data required to develop the TDM. Our design includes a survey supported through Westat's integrated GeoSurvey / TripBuilder™ web-based platform, supporting both web-based, self-administered and computer-assisted telephone interviews (CATI) for the collection of basic demographic and household-level and person-level data as well as individual travel behaviors. Data from each household and person will be collected for randomly assigned 24-hour periods for a sample of 1,100 households (representing approximately 1.7% of approximately 65,000 households in Yellowstone County).

The design will include a sampling plan developed using industry standard Address-Based Sampling (ABS) to ensure a proportionally representative final dataset. The proposed approach will utilize innovative technologies including a public website as a participation portal and the provision of a smartphone application compatible with most Android and iPhone models. The survey will collect data items for each person of age 5 and older in the household, including the travel behavior data for a 24-hour period (3:00 AM – 2:59 AM). Finally, Westat will coordinate with the MPO to develop a public outreach and communication strategy to ensure the potential participants in the planning area are informed and assured of the legitimacy of the survey effort. The following sections provide further detail of this design.

Sampling

The Westat team will use an address-based sample (ABS) selected from the United States Postal Service Residential Delivery File. Using ABS allows for improved coverage of all types of



households with respect to telephone status (non-telephone, landline only, cell phone-mostly, and cell phone-only households). Westat will use a recruitment process that makes first contact with each household by mail using the sampled address and encourages them to participate online. This approach has been used as an industry standard for the past decade due to the decline in the effectiveness of random digit dial (RDD) telephone approaches as a result of the concurrent decline in landline telephone ownership. To draw a random sample from the frame in a way to minimize bias, the address-based frame will be stratified using Census tract-level characteristics from the latest 5-year American Community Survey (ACS) estimates.

Westat will select addresses proportionally throughout Yellowstone County based on each city's/town's/municipality's number of households to the total households in the county. This will provide adequate geographic representation of the survey. In addition, Westat in coordination with The City, will develop demographic-level targets based on the most recent ACS (5-year) distributions such as household size (1-person; 2-person; 3-person; 4+ person households); vehicle availability (0-vehicle; 1-vehicle; 2-vehicle; 3+ vehicles); workers in the household (0-worker; 1-worker; 2-workers; 3+ workers); and income (categories to be determined based on most appropriate distribution for the county).

Using the categories above, these targets can also be developed based on a cross-classification basis such as 1-person/1-vehicle household, 2-person/1-worker household, 4+ person/2-vehicle households, etc. Typically, income is not cross-classified with another variable since some of the variables, such as number of workers and vehicles available, are sometimes used as surrogates to income. In cells where the percentage (incidence) is very low, for example 4+ person households/0-vehicles available, the cell is combined with other adjoining cells and a target is established on the combined cells. Westat will recommend which cells should be combined and will be documented in the sampling plan for The City's review and approval.

Survey Design and Administration

Westat will utilize a survey platform which has been applied in numerous prior survey efforts. The platform is customizable and nimble allowing for the addition or subtraction of elements to fit the needs of each survey effort.

Survey participation via web will be encouraged with a help desk available for households requiring CATI assistance. Survey participants will be guided through the survey process via a series of communications that are delivered via mail, email, text message, and a smartphone application, when applicable. The method of delivery for all such contacts or reminders will be based on participant preferences as collected during the initial recruit interview. Communications will include:

- The invitation letter informing participants about the survey, referring them to the public website and providing them with a unique, randomly generated PIN to access the survey, and asking for their participation
- A reminder on the day prior to the assigned travel day to note their travel/use the smartphone app



- A reminder on the day after the travel day to report or confirm travel online
- A subsequent reminder if travel is not reported or confirmed within a specific time period
- Interviewer-assisted telephone support as needed to complete the survey

Households will be offered a 1 in 110 chance to win a \$100 incentive (10 \$100 drawings among 1,100 responding households) in order to increase participation in the recruitment and retrieval surveys. Experience has shown provision of incentives increases self-report rates significantly and reduces overall costs to the project.

The public website will provide participants with more in-depth information about the survey, provide links to the MPO webpage, answer frequently asked questions, and provide the PIN entry point for taking part in the survey. It will also host any press coverage links and news about the survey. Once recruited, households will be able to download and print travel logs (for non-smartphone app participants), learn about the smartphone application, and return to report travel via the PIN entry point. The public website will utilize responsive design to allow for ideal sizing and layout to accommodate all frequently used screen resolutions and sizes, including smartphones, tablets, laptops and desktops.

Similar to the public website, the GeoSurvey/TripBuilder™ platform works fluidly across multiple screen sizes and has been built using security best practices to protect participant data privacy using advanced encryption techniques. Surveys in both modes use common underlying questions, branching, formatting, and logic checks. Collection of household travel details will be accomplished by using either Westat's GPS enhanced digital travel log, (i.e., the DailyTravel smartphone app) or using Westat's TripBuilder™ Web tool or a combination of both. Participants will be offered the use of DailyTravel for tracking travel on the assigned travel day.

DailyTravel users will be provided a link to download and install the app based on the type of smartphone they own. After activation, the app will begin automatically detecting trips and places (stops) beginning on the assigned travel day. Participants will be prompted to provide trip details in the app during the course of the day. App users will have the opportunity to review and confirm their travel details in TripBuilder. Non-smartphone app participants will use TripBuilder which provides an integrated online map enabling real-time geocoding and main roadway routing (i.e., main road used) to collect accurate travel details via a browser. Travel information for these users is collected in two steps with an initial reporting of a sequential list of visited places with arrival times, departure times, and geocoded location. After this initial list of visited places is complete, elements like mode of travel, vehicle used, place type, place activity, location information, and travel companions are then added to the 'frame' of the places visited in the second step. This two-step process allows for accurate collection of places visited before more burden is introduced, and better guarantees complete and accurate reporting. The tool also automatically imports shared places from other household members thereby reducing the burden for others to report.

Typical model specifications require that sampled households have all their members listed along with basic attributes such as age (or age group), student and worker statuses and typical work and school locations; it is also common to have household vehicles enumerated. A valid trip survey record contains the following information: origin zone, destination zone, trip purpose from, trip



purpose to, trip start and end times, travel mode, traveling party size and household companions. In some cases, data imputation may be used to preserve survey records. A file showing all survey data elements will be developed and reviewed with MPO staff. This file will contain questions, answer choices, ranges, and logic for asking the question. The document will serve as the basis for survey instrument development and as the source against which data results will be checked during the quality assurance stage of the data deliverable generation.

A household will be considered complete if it has demographic and travel information collected for all household members of age 5 and older. At a minimum, for use in model development, each record will contain information for the origin zone, destination zone, trip purpose from, trip purpose to, arrival time, departure time, and mode (trip records); home location, household size, and vehicles owned (household record), and worker status (person record). These data elements will be required to consider a household complete. Non-essential data elements that are missing will not disqualify a household as a complete.

On a continuous basis during data collection and on a cumulative basis at its conclusion, data preparation staff will perform a series of automated edits, range checks, consistency checks, and problem resolution to monitor, correct, and update the data. These measures will check the operation of the survey instrument, the writing of data to the database variables, the use of response categories by interviewers/respondents, the assignment of case result codes, and the qualitative notes recorded in the survey and on paper by telephone staff. In addition, data preparation staff will determine whether interviewers and respondents are consistently recording complete and meaningful travel information. This information will be used to provide feedback to the telephone operation as appropriate and to complete data retrieval with self-respondents as needed.

Reporting and Deliverables

During the course of the survey development and data-collection, the Westat project manager will provide weekly email updates to the MPO planning staff regarding key milestones, schedule adherence, recruitment and retrieval levels, and general data collection metrics including distributions of the sample by income, age, HH Size, HH Workers, and other variables of interest to the MPO.

After the conclusion of data collection the Westat team will provide fully documented data files (i.e., datasets). These files and the associated documentation and analytic results will be designed for use by the MPO while developing the travel demand model. Westat will prepare a final report and a fully documented set of edited data files.

The final report will provide a detailed description of the study objectives, methodology, and results. It will also describe the background for the study and describe the research design, sampling and weighting procedures, data collection procedures, data editing specifications and methodology and the results of the survey.

After the final report is delivered, Westat will provide a brief presentation to the Technical Advisory Committee. Westat will coordinate with the MPO on the presentation contents and format.



Final Electronic Data Files

All data files will be audited to ensure that each variable contains only valid values and that questionnaire responses are consistent with the skip patterns designed into the instruments. Prior to delivery, Westat will audit the data to ensure that key relationships among values are consistent and apply a number of automated edit checks for the plausibility of data. A data management specialist will then review the data to determine whether there is a correctable data entry error. All value changes performed during data editing will be logged.

A record identifier structure will be used that provides linkages across files. For instance, all records will contain a household identifier and this identifier will be in the same format in each file. Westat will deliver five files or tables in DBF format (compatible with TransCAD): a household-level file, a person-level file, a vehicle-level file, a trip/activity-level file and a locations file. The trip and locations tables will also be delivered in ESRI Shapefile format. All files will include the household ID and appropriate unique identifiers for each of their records. The trip file will include the household ID and the person ID as well as a unique trip number for each trip.

Data File Documentation

The data files will be documented in a Data File Users Guide that will be designed to provide users with sufficient information to effectively use the study data to perform analyses. It will reference the Final Report for a detailed description of the methodology. It will briefly describe the types of information contained in each data file and the number of records in each file. It will contain a set of usage notes indicating how data in different files can be linked and pointing out key issues users need to know to make use of the data. Appendices will include (1) the derived variable specifications, (2) a data dictionary, and (3) codebooks for each data file.

The data dictionary will list each variable in the study with associated question, or derived variable specification, text as well as the variable name, type (character or numeric), and label. The codebook for each data file will list each variable in the study and provide the variable name and label. In addition, it will list the valid response codes and their meanings for each categorical variable and the range of valid responses for each continuous variable. The codebook will also provide weighted and unweighted frequencies for the responses to each variable. For continuous variables, the frequencies will be stated in terms of a small set of ranges of values for each variable.



EXHIBIT B
SCHEDULE OF FEES AND CHARGES

Westat, Inc.
Yellowstone County Household Travel Survey
Budget

Total Labor	\$94,709
Total Other Costs	\$45,921
Total	\$140,000



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

ACORD[®] CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/30/2016														
<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>																
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 5950 Symphony Woods Road, Suite 314 Columbia MD 21044	CONTACT NAME: Deborah Sickmen PHONE (A/C No. Ext): 410-910-0636 FAX (A/C No.): 410-910-0627 E-MAIL ADDRESS: deborah_sickmen@ajg.com															
INSURED Westat, Inc. c/o Security Services 1600 Research Blvd. Rockville MD 20850	<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: First Liberty Insurance Corporation</td> <td>33588</td> </tr> <tr> <td>INSURER B: Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER C: Liberty Mutual Fire Insurance Compa</td> <td>23035</td> </tr> <tr> <td>INSURER D: Hartford Fire Insurance Company</td> <td>18882</td> </tr> <tr> <td>INSURER E: Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER F: Continental Casualty Company</td> <td>20443</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: First Liberty Insurance Corporation	33588	INSURER B: Navigators Insurance Company	42307	INSURER C: Liberty Mutual Fire Insurance Compa	23035	INSURER D: Hartford Fire Insurance Company	18882	INSURER E: Columbia Casualty Company	31127	INSURER F: Continental Casualty Company	20443
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<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>																
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS									
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			30 UEN ZM2011	1/1/2016	1/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$									
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			A56-Z31-025547-056	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$									
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PH16EXR830506IV	1/1/2016	1/1/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$									
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MT) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2-Z31-025647-126	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000									
E F	Products-Work Hazard/Prof. Llab. Tech & Telecom/Prof Services Llab			ADT 2054989350 267870708	7/15/2016 7/15/2016	7/15/2017 7/15/2017	Each Claim/Aggregate \$10M / \$10M Each Claim/Aggregate \$10M / \$10M									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) <p>Per forms HG 00 01 06 05 and CA 20 48 10 13, City of Billings, Montana is included as additional insured on the general liability and automobile policies if required by written contract. Waiver of subrogation applies to the additional insured, as respects the general liability and automobile policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The producer will endeavor to mail 30 days written notice to the certificate holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the producer or otherwise alter the policy terms.</p>																
CERTIFICATE HOLDER				CANCELLATION												
City of Billings, Montana State of Montana P.O. Box 1178 Billings MT 59103				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 												

ACORD 25 (2014/01)

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