



CONSULTANT AGREEMENT

SAFE ROUTES TO SCHOOL STUDY UPDATE

THIS AGREEMENT is made and entered into this _____, 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 **TOOLE DESIGN GROUP, LLC**, 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910, hereinafter referred to as “**CONSULTANT**.”

WITNESSETH:

WHEREAS, the **CITY** proposes to obtain information regarding the development of a Safe Routes to School Study 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 complies 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 comply at all times 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 10 months, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended on a month-to-month basis for up to 6 months 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 \$89,924.00 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 work completed by the **CONSULTANT**. **CITY** shall pay undisputed invoices within thirty (30) days of the invoice date. 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 indemnify, save and hold **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs to the extent arising from wrongful or negligent acts, error or omission solely of **CONSULTANT** 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 **CITY** and the **CONSULTANT**, the **CONSULTANT** shall indemnify, defend, save, and hold **CITY** 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 **CITY**.

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.

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 Sara Schooley and the Project Manager for **CITY** designated is Elyse Monat.

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

TOOLE DESIGN GROUP, LLC

WILLIAM A. COLE, MAYOR

NAME, TITLE

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY'S OFFICE

DENISE BOHLMAN, CITY CLERK

EXHIBIT A SCOPE OF WORK

Safe Routes to School Study Update

Task 0: Project Management

0.1 Project Startup and Kickoff Meeting

Following Notice to Proceed, Toole Design will prepare:

- A work plan memo based on the scope of work that provides additional detail and clarity for key tasks
- A project schedule that depicts the time period of each task in the work plan, and
- An initial data request memo requesting GIS and other data from the Billings MPO that will be used throughout the project

Toole Design will facilitate a virtual Project Kickoff Meeting with Billings MPO staff to review these items, confirm how to handle communication and data transfer, schedule recurring project coordination calls, and identify project stakeholders.

0.2 Ongoing Coordination and Conference Calls

This subtask provides time for general project administration including coordination with the MPO Project Manager, monthly invoicing, and progress updates. Weekly email updates will be provided to the project manager to report on project progress and tasks. Toole Design staff will also meet with MPO staff on a bi-weekly basis via phone to provide updates on the project's status and completion of tasks, discuss any outstanding project needs, and solicit feedback.

Toole Design Task 0 Deliverables

- Draft and final work plan memo
- Refined project schedule
- Data request memo
- Weekly email updates
- Bi-weekly phone updates
- Monthly progress reports and invoices

Billings MPO Task 0 Responsibilities

- Review and comments on refined work plan and project schedule
- Delivery of GIS data and other requested information
- Participation in bi-weekly phone updates

Task 1: Public Engagement

Task 1.1 Public Engagement Plan

Toole Design will develop a public engagement plan memo that will serve as the guide for public engagement efforts throughout the project. This memo will be reviewed and approved by the MPO Project Manager.

Task 1.2 Community Engagement Efforts

Per the Public Engagement Plan Memo created in Task 1.1, Toole Design will conduct a suite of public engagement activities to involve stakeholders in the project. At minimum, these efforts will include:

- **Online Survey and Map.** Toole Design will provide an online interactive map to collect geographically specific public input about areas around schools where residents enjoy walking or bicycling, as well as locations where they experience issues. The map will include an embedded survey that asks respondents about where they live (via zip code or school boundary) as well as demographic information so the project team can analyze whether the responses are representative of those living in the project area.
- **Project One-pager.** To support consistent communication, Toole Design will produce a project one-pager for use by MPO and school staff that describes the project and directs stakeholders to the online map and survey. Language from this resource can be used throughout the project as template text for internal and external communications

Task 1.3 Formal Committee Meetings

Toole Design will prepare for, attend, and facilitate the meetings listed below with the associated stakeholder groups and committees. Toole Design's attendance at these meetings will be virtual unless they coincide with an existing site visit. Billings MPO staff will conduct committee recruitment, schedule the meetings, and reserve meeting locations (if in-person).

- Technical Advisory Committee meetings – Three (3) meetings
- Yellowstone County Board of Planning – One (1) meeting
- Billings City Council - One (1) meeting
- Board of Commissioners of Yellowstone County - One (1) meeting
- Policy Coordinating Committee - One (1) meeting

Task 1.4 Project Oversight Committee Meetings

The project oversight committee will include Billings MPO staff whose work intersects, impacts, or may support Safe Routes to School planning efforts. Toole Design will prepare for, attend, and facilitate up to three (3) meetings with the Project Oversight Committee. Billings MPO staff will conduct committee recruitment, schedule the meetings, and reserve meeting locations (if in-person).

Toole Design Task 1 Deliverables

- Public Engagement Plan
- Community engagement materials (e.g., online survey and map, project communications)
- Virtual attendance, presentations, and materials for up to seven (7) formal committee meetings
- Virtual attendance, presentations, and materials for up to three (3) Project Oversight Committee meetings

Billings MPO Task 1 Responsibilities

- Review and comments on public engagement plan
- Review and comments on community engagement efforts
- Recruitment, meeting scheduling, and reserving meeting locations (if in-person)
- Posting of webmap, survey, and project one-pager on MPO website

Task 2 Existing Conditions Analysis

This task includes a review of existing conditions, including relevant studies and planning documents, the built environment around schools (Engineering), and the current Encouragement, Education, Enforcement, and Evaluation programs.

2.1 Review of Existing Plans and Programs

Toole Design will work with MPO staff to identify relevant studies and planning documents, and conduct an inventory of existing documents related to Safe Routes to School in the region. These documents will be requested from MPO staff as part of the data request in Task 0.1. This will include a review of the 2010/2011 Safe Routes to School Plan to identify accomplishments and evaluate how the plan could be improved to make it a more useful document for implementation.

In addition, Toole Design will design a brief survey to be distributed to all school principals (who will be identified by Billings MPO staff). The survey will allow principals to provide information about existing arrival and dismissal procedures (including formal plans or parent communications), and to share any specific safety concerns they have about conditions for walking and bicycling to their schools.

Task 2.2 Existing Conditions Basemaps

Toole Design will create 22 basemaps based on available data showing conditions around each school, including the locations of school crossing guards, existing facilities for walking and bicycling, proposed walking and bicycling facilities from other plans (such as the Bikeways and Trails Master Plan), and crash locations (if available). These maps will serve as the basemaps for both the engineering recommendations and the walking route maps in future tasks.

Task 2.3 Review of Existing Conditions

Using the results from Tasks 2.1 and 2.2, in addition to information gleaned from community surveys (Task 1.2), Toole Design will review conditions around each school as a first step in the development of engineering recommendations to improve the safety of walking and bicycling. The Toole Design team will conduct walking and biking audits at the 22 elementary schools, timing the audits around arrival or dismissal to better observe and analyze traffic patterns and conflicts. Stakeholders such as City or MPO staff, or school stakeholders are encouraged to participate if desired. After review of the existing conditions data, Toole Design will create brief summaries of the existing conditions at each school.

Toole Design Task 2 Deliverables

- Plan and policy review memo
- Basemaps for 22 schools
- Existing conditions summaries for each school

Billings MPO Task 2 Responsibilities

- Review and comments on policy review memo, basemaps, and school summaries
- Distribution of online survey to Billings elementary school principals
- Recruitment, meeting scheduling, and reserving meeting locations (if in-person)

Task 3 Draft and Final Plan

Task 3.1 Draft Plan

Toole Design will create a draft Safe Routes to School Plan that incorporates the findings of the public engagement (Task 1) and the existing conditions (Task 2). The plan will include the following:

- **An executive summary**, which will include high-level findings, a project priority summary that outlines long-term and short-term projects, and any immediate next steps.
- **Twenty-two (22) school summaries** which will identify and prioritize infrastructure recommendations within a 0.5 mile radius of each school and include updated walking maps. Each school summary will include engineering solutions, project prioritization rankings, and planning-level opinions of probable cost. The engineering recommendations will be implementation-focused and will be categorized as short-, medium-, or long-term; when possible, recommendations will incorporate low-cost enhancements that can be implemented using existing resources. The engineering recommendations will be prioritized based on standardized criteria such as demand, safety, equity, input, and health. Additional conversation will be had with Billings MPO staff to determine additional prioritization criteria and/or how the standardized criteria should be applied to the projects.
- **An overview of recommendations** for how Engagement, Equity, Encouragement, Education, and Evaluation strategies can supplement the engineering improvements.

Billings MPO staff will review a first version of the draft plan in Microsoft Word. Toole Design will incorporate any changes or edits and submit a revised draft plan in a PDF format. For both the first and second draft, the Billings MPO Project Manager will collate all MPO input into one document to guide Toole Design's revisions.

Task 3.2 Final Plan

The Draft Plan and walking maps will be revised based on feedback from MPO staff and stakeholder groups as deemed appropriate by the MPO project manager. The Final Plan will also include a version PDF version that can be posted online, to allow greater access to the plan by the community and stakeholders.

Task 3.3 Enhanced Project Design

Any remaining project budget will go toward additional design on selected prioritized projects/locations. These designs will include treatment selection, at-scale drawings, and opinions of probable cost.

Toole Design Task 3 Deliverables

- Draft Plan (Word)
- Revised Draft Plan (PDF)
- Final Plan – electronic (PDF and Microsoft Word and/or Adobe InDesign)
- Final Plan – 15 full color
- Enhanced Project Designs (as budget allows)

Billings MPO Task 2 Responsibilities

- One set of consolidated comments/edits each for the Draft Plan and Revised Draft Plan
- Review and comments on enhanced project designs

EXHIBIT B Project Cost

TOOLE DESIGN		Toole Design									
		Principal In Charge	Project Manager	Senior Planner	Senior Engineer	Engineer	Planner II	Cartography	Task Hour Total	Direct Expenses	Task Fee Total (Base)
		Anderson	Schooley	Haeckel	Vo	Lamping	Phillips/Aszklar	Kelley			
		\$236.00	\$126.00	\$121.00	\$157.00	\$105.00	\$115.00	\$109.00			
0 Project Management											
0.1	Project Startup and Kickoff Meeting	2	10	2	2			16		\$2,288.00	
0.2	Ongoing Coordination / Conference Calls		30					30		\$3,780.00	
Hours Sub Total		2	40	2	2	0	0	46		-	
Labor Subtotal		\$472.00	\$5,040.00	\$242.00	\$314.00	\$0.00	\$0.00	\$0.00	-	\$6,068.00	
1 Public Engagement											
1.1	Public Engagement Plan		2	2			8	12		\$1,414.00	
1.2	Community Engagement Efforts		25	25			16	96		\$11,285.00	
1.3	Formal Committee Meetings (7)	2	20	5		2	2	31		\$4,037.00	
1.4	Project Oversight Committee Meetings (3)		9	3			2	14		\$1,727.00	
Hours Sub Total		2	56	35	0	2	28	30	153	-	
Labor Subtotal		\$472.00	\$7,056.00	\$4,235.00	\$0.00	\$210.00	\$3,220.00	\$3,270.00	-	\$18,463.00	
2 Existing Conditions Analysis											
2.1	Review of Existing Plans and Programs		2	4			15	21		\$2,461.00	
2.2	Existing Conditions Basemaps	1	5	8	2			56		\$6,508.00	
2.3	Review of Existing Conditions	2	56	56	8	56	56	239		\$28,425.00	
Hours Sub Total		3	63	68	10	56	71	45	316	-	
Labor Subtotal		\$708.00	\$7,938.00	\$8,228.00	\$1,570.00	\$5,880.00	\$8,165.00	\$4,905.00	-	\$37,394.00	
3 Draft and Final Plan											
3.1	Draft Plan	4	35	15	10	16	12	16	108	\$13,543.00	
3.2	Final Plan	2	14	6	4	6	8	8	48	\$6,012.00	
3.3	Enhanced Project Design				2	12			14	\$1,574.00	
Task 3 Direct Expenses - Printing (15 copies of final report)										\$750.00	
Hours Sub Total		6	49	21	16	34	20	24	170	-	
Labor Subtotal		\$1,416.00	\$6,174.00	\$2,541.00	\$2,512.00	\$3,570.00	\$2,300.00	\$2,616.00	-	\$21,129.00	
Total Hours		13	208	126	28	92	119	99	685	-	
Direct Expenses										\$ 6,870.00	
Total Dollars		\$3,068.00	\$26,208.00	\$15,246.00	\$4,396.00	\$9,660.00	\$13,685.00	\$10,791.00	-	\$89,924.00	
Direct Expenses											
Task 2.3											
Lodging (4 people x 5 nights)			\$ 2,400								
Food (68 meals)			\$ 1,020								
Rental Car			\$ 1,200								
Flights (4 people)			\$ 1,500								
Total			\$ 6,120								

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.

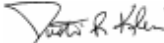
D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR §26

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) 05/26/2021		
<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 have ADDITIONAL INSURED provisions or 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 Klein Agency, LLC P.O. Box 219 Timonium MD 21094			CONTACT NAME: Certificates PHONE (A/C, No, Ext): (410) 832-7600 FAX (A/C, No): (410) 832-1849 E-MAIL ADDRESS: certs@kleinagencyllc.com			
INSURED Toole Design Group, LLC 8484 Georgia Avenue, Suite 800 Silver Spring MD 20910-5609			INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056 INSURER B: Continental Casualty Company 20443 INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES		CERTIFICATE NUMBER: 21-22		REVISION NUMBER:		
<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>						
TYPE	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PSB0008624	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		PSA0002827	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PSE0004279- Follows Form	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	PSW0004796	01/01/2021	01/01/2022	<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
B	Professional Liability		MCH591968957	01/01/2021	01/01/2022	Per Claim 2,000,000 Aggregate 3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project Name: Billings Safe Routes to School Study Update, Toole Design Project #: 80088. If required by an insured written contract, executed prior to any loss, The City of Billings, Montana, its officers, agents and employees are Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies. Excess Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.						
CERTIFICATE HOLDER			CANCELLATION			
CITY OF BILLINGS, 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 			

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ACORD 25 (2016/03)

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