



Contract for Professional Architectural and Engineering Services

Project: Transportation Corridor Plan

In consideration of the mutual promises herein, the City of Billings and Kittelson & Associates, Inc. agree as follows. This Contract consists of:

- Part I, consisting of 8 Sections of Special Provisions;
- Part II, consisting of 5 Sections of General Provisions;
- Appendix A consisting of 12 pages (Basic Services of Contractor);
- Appendix B consisting of 2 pages (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Contractor);
- Appendix D consisting of 2 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of ___ pages (Certificate(s) of Insurance); and

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Administrator or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means Kittelson & Associates, Inc.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.

- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Engineer shall provide as-built drawings and data as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings and data are received by the City of Billings. Requirements for submitting as constructed documents and data of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc.

Additional project documentation and data requirements reflecting as-built condition of City assets are as follows:

Digital Delivery Formats:

- **PDF Files:** One half size paper copy to scale, one full size paper copy to scale. Inclusion of manufacturer drawings and material lists.
- **Survey Point Files:** Required file formats: Comma delimited (asc, .txt, csv)
- **CADD Files:** AutoCAD DWG files, Version 2016, or equivalent. Required file formats: Drawing File (.dwg)
- **Geographic Information System (GIS) Files:** All spatial data provided to the City of Billings will be delivered in a format suitable for integration into the City's GIS System of Record including lines, points, and polygons digitally representing as-built assets. Required file formats:
 - File Geodatabase (.gdb)
 - Shapefiles (including, at a minimum .shp, .shx, .prj, .dbf, .xml)
- **CCTV Videos and Reports:** If post construction pipe inspection video was documented by contractor it will be provided along with corresponding reports at the time of as-built drawing and data submittal.

Metadata: Additional information to be included with deliverable.

- Date Captured and Delivered
- Data Description (e.g., unit of measure, abbreviations, code descriptions)
- Methods (e.g., technology and hardware used to generate data, field methods)
- Originator (e.g., contractor name, contact information)

Location Accuracy: Horizontal and vertical accuracy standards of spatial data deliverable.

- **Horizontal:** Data provided will be spatially accurate to within 1 Meter, with 95% probability.
- **Vertical:** Data provided will be spatially accurate to within 0.3048 Meter, with 95% probability.

Coordinate System and Unit of Measurement: Spatial data provided will be Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be international feet, GEOID18. Northing and easting coordinates will be in the grid distance system with precision to the nearest tenth of a foot, elevations to the nearest hundredth of a foot.

Attribute/Object Data: All noted delivery formats will include the following attributes or object data. *A supporting data dictionary file may be requested from the City that includes all noted fields below along with desired naming conventions and pick asset lists.*

- Point number or ID
- Northing, Easting, Elevation
- Feature Type (e.g., Manhole, Valve, Bend, Streetlight, etc.)
- Feature Description:
 - Size (e.g., Pipe Diameter, Manhole Cover Diameter)
 - Material
 - Measurement (e.g., Invert)
 - Manufacturer
 - Installation Date
- GPS Unit Make and Model
- Date and Timestamp
- Data Originator (e.g., contractor name)

Delivery Methods: Project documentation and data to be delivered as otherwise noted in the contract or utilizing one of the following methods.

- Secured Cloud-based Platform (e.g., Sharepoint, OneDrive, Box, etc.)
- External Hard Drive
- CD's or DVD's

E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.

- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on May 1st, 2028. The parties may extend this agreement, by mutual concurrence, for one year, in writing prior to its termination.

Section 4. Compensation; Method of Payment.

- A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Section 2 of this Part may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of Billings, provided that Billings notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this Subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party fails to cure the default within 30 days after receiving the notice.

Section 6. Duties Upon Termination

- A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.
- B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to

termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.

- C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
- F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
- G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor 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 -- \$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.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- D. Billings 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.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give Billings the right immediately to terminate this Contract without any liability for Work performed.

Section 9. Ownership; Publication, Reproduction and Use of Material.

- A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
- C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Sarah Plath
City of Billings
Public Works – Engineering
316 N 26th Street, Fifth Floor
Billings, Montana 59101

FAX: (406) 237-6291

Contractor: Rachel Grosso, AICP
Kittelson & Associates, Inc.
101 South Capitol Boulevard, Suite 600
Boise, ID 83702

FAX: (208) 338-2683

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or 5 days after proof of proper posting.

Section 11. Contract Budget.

In connection with its performance under this Contract, the Contractor shall not make expenditures other than as provided in line items in the Contract budget.

Section 12. Force Majeure.

- A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach hereof.
- B. As used in this Contract, force majeure is an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:
 - 1. Any interruption, suspension or interference resulting solely from the act of Billings or neglect of Billings not otherwise governed by the terms of this Contract.
 - 2. Strikes or Work stoppages.
 - 3. Any interruption, suspension or interference with the project caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences.
 - 4. Order of court, administrative agencies or governmental officers other than Billings.

Section 13. Financial Management System.

The Contractor shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;

- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and,
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

In the event that any funding source for this Contract should impose additional requirements upon Billings for the use of those funds, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this Contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor.
- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Contractor.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent Contractor of Billings. Billings may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Billings shall not supervise or direct the Contractor other than as provided in this Section.

Section 2. Nondiscrimination.

- A. The Contractor 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 Contractor 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 Contractor 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 Contractor shall state, in all solicitations or advertisements for employees to Work on Contract 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 Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
- E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
- G. The Contractor and subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicates may not be discharges or in any other

Section 7. Severability.

Any provision of this Contract deemed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

The **CONSULTANT** SHALL:

- A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONSULTANT** or its agents or employees.
- B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONSULTANT**, the **CONSULTANT** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the **CONSULTANT'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONSULTANT'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

- D. Indemnify and hold **CONSULTANT**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.
- E. Not indemnify and hold the **CONSULTANT** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONSULTANT** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONSULTANT** and the **CITY**, the **CITY** shall indemnify and hold the **CONSULTANT** harmless from

only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Billings, in such form and at such times as Billings may reasonably require. The Contractor shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Contractor to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below.

CITY OF BILLINGS, MONTANA

BUSINESS NAME

**WILLIAM A. COLE,
MAYOR**

SIGNATURE

APPROVED AS TO FORM:

PRINT NAME

PRINT TITLE

CITY ATTORNEY'S OFFICE

ATTEST:

DENISE BOHLMAN, CITY CLERK

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.
- B. Ascertain such information as may have a bearing on the work from local units of government, utility companies, and private organizations and shall be authorized to procure information from other authorities besides Billings, but shall keep Billings advised as to the extent of these contacts and the results thereof.
- C. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.
- D. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.
- E. Conform to the requirements of the Montana Code Annotated Title 18 "Public Contracts" and more particularly Sections 18-2-121 and 18-2-122, and all other codes of the State of Montana applicable to providing professional services including codes and standards nationally recognized.
- F. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.
- G. To perform professional services in connection with the project and will serve as Billings' representative in those phases of the project to which this agreement applies.
- H. Where Federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.
- I. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.
- J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the

Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.

- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Rachel Grosso, AICP working under the Principal-in-Charge, Andy Daleiden, P.E.

Section 2. Billings Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete Billings' portion of the project as designated in the scope of work.
- B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Sarah Plath, P.E.

Section 3. Scope of Work.

The City of Billings, through this planning effort, seeks to identify community priorities to establish a vision and framework for continuing to build and maintain a safe, multimodal transportation network. Through this strategic transportation plan, the City of Billings will develop guidance for transportation corridors that accounts for community desires, functions of the roadway, its neighborhood character and future land uses. The consultant team ("Consultant") for this planning effort consists of the following firms: Kittelson & Associates, Inc. (Kittelson), DOWL, Inc (DOWL), MIG, Inc (MIG), and Orion Planning + Design (Orion). The scope of work for this project is attached.

Scope

The following sections present scope tasks, subtasks, deliverables, consultant team members, and assumptions associated with the Billings Transportation Corridors Plan. The scope is divided into two phases, the first of which focuses on creating a vision for the Billings transportation corridors through outreach, engagement, and technical analysis to inform modal typologies, and the second, which focuses on applying this vision into an actionable transportation plan. This scope only addresses Phase 1, and does not include Phase 2. Phase 2 will be scoped following the completion of Phase 1. The scoped tasks for DOWL, MIG, and Orion are attached to this document.

PHASE 1: DEVELOPING A VISION FOR BILLINGS' TRANSPORTATION CORRIDORS

In order to develop a comprehensive and unifying vision for Billings' Transportation Corridors, this phase crafts a community engagement approach that reaches a wide collection of Billings residents, property owners, business owners, and visitors to gather information about the most important aspects of the transportation system, and spur community conversation about how to balance priorities across the transportation system.

KEY ASSUMPTIONS

- City of Billings staff will lead the development of this planning effort, with support from the Consultant team.
- The Leadership Team will consist of City Council Members, the City Administrator, the Public Works Director, the Planning Director, the City Engineer, the Transportation Planning Coordinator, and the Assistant Transit Director. The Leadership Team will be the primary body that guides and reviews the development of this planning effort, led by the City Project Manager (PM). The Leadership Team will meet on a regular basis, with meeting support from the Consultant team on an as-needed basis.
- The Working Group will consist of City and MPO staff that will meet on an as-needed basis to provide technical assistance and advice for the development of this planning effort.
- The following scope tasks are intended to outline how the Consultant team will assist the City of Billings in progressing through this planning effort.

Task 1: Project Management and Coordination

This task includes conducting project management activities for this planning effort.

ASSUMPTIONS

- City PM will coordinate the scheduling of the project kick-off meetings.
- Consultant will coordinate the scheduling of the project updates.

DELIVERABLES

- Project Kick-off Meetings (1)
- Project Update Calls (16)
- Invoices and Progress Reports (10)
- Draft and Final Schedule

SUBTASKS

- 1.1 Project Kick-off Meeting.** Consultant (Kittelson) will prepare for and conduct one (1) one-hour virtual kickoff meeting using Microsoft Teams. At that meeting Consultant will:
 - a. Review a preliminary schedule, confirm the overall scope, and discuss focus areas;
 - b. Discuss potential project issues or risks and a range of mitigation options for successfully completing the plan; and
 - c. Discuss data needs.
- 1.2 Project Updates.** Consultant (Kittelson) will participate in up to sixteen (16) 30-minute Teams meetings with City PM to check-in on progress and/or address questions that might arise during the project. Project update meetings may be replaced by e-mail updates with approval by the City project manager (PM).
- 1.3 Monthly Invoices & Progress Reports.** Consultant (Kittelson) will prepare monthly invoices and progress reports. One invoice and progress report will be submitted to the City PM each month (10 total).
- 1.4 Project Schedule, Contract Administration, and Subconsultant Coordination.** Consultant (Kittelson) will prepare an initial detailed project schedule showing draft and final deliverable dates, project meetings, public involvement meetings, and review times. Consultant will submit draft schedule to City staff for review and revise based on City staff feedback. Consultant will maintain and update the schedule as necessary throughout the project. Potential changes in the project schedule will be communicated to and confirmed by the City PM as soon as Consultant is aware that they may need to occur. Consultant will coordinate subconsultant tasks and deliverables.

Task 2: Plans and Policies Review

This task includes conducting research on best practices to emulate, and summarizing existing plans and policies for this planning effort.

ASSUMPTIONS

- City PM will provide a draft Plan and Policy Summary (PDF) for the Consultant team to review. The Consultant team will provide one set of consolidated comments for the City PM to incorporate at their discretion.
- City PM will provide a draft Best Practices Review Summary (PDF) for the Consultant team to review. The Consultant team will provide one set of consolidated comments for the City PM to incorporate at their discretion.

DELIVERABLES

- One Set of Consolidated Comments on the Plan and Policy Summary
- List of Recommended Documents to Include in Best Practices Review
- One Set of Consolidated Comments on the Best Practices Review and Recommendations

SUBTASKS

- 2.1 **Plan and Policy Review and Summary.** City staff will lead the review of existing City of Billings plans, policies, and programs to summarize alignment/overlap, inconsistencies/conflicts, and areas for improvement. Consultant (Kittelson, MIG, DOWL, Orion) will review the summary document provided by the City and provide one set of consolidated comments to recommend policy and process changes for inclusion in this planning effort.
- 2.2 **Best Practices Review and Recommendations.** City staff will lead the review of documents to envision a multimodal transportation system that will inform the components of this planning effort. Consultant (Kittelson, MIG, DOWL, Orion) will provide a consolidated list of recommended documents to include in the review, in addition to documents identified by City staff, such as City of Redmond, St Louis Blueprint for Arterials, and Town of Marana Street Typologies, among others. Consultant (Kittelson, MIG, DOWL, Orion) will review the summary document provided by the City and provide one set of consolidated comments to recommend data collection activities, planning-level technical analyses, visual components/graphic designs, and/or community engagement activities to be included in this planning effort.

Task 3: Meetings and Coordination

This task includes preparing for, facilitating, and attending meetings with the Leadership Team, the Working Group, City Council, and other partner agencies to guide the development of the project.

ASSUMPTIONS

- City PM will coordinate scheduling of Leadership Team meetings, Working Group Meetings, and City Council meetings. City PM will lead these meetings, with support from the Consultant team. City PM will prepare agendas, meeting summaries, and presentations to share with the Working Group.

DELIVERABLES

- Leadership Team Meetings (8)
- Working Group Meetings (4)
- Billings FLUM / Comprehensive Plan Coordination Meeting (3)

SUBTASKS

- 3.1 **Leadership Team Meetings.** Consultant will attend up to eight (8) one-hour Leadership Team meetings. City PM will schedule, prepare for, and facilitate each Leadership Team Meeting, including agendas, meeting summaries, and presentations to share with the Leadership Team. It is assumed that Consultant will attend virtually with Microsoft Teams. Leadership Team meetings will discuss topics such as city priorities, coordination with Comprehensive / Land Use Planning, vision development, engagement priorities and results, and other related topics. The proposed agenda topics for the Leadership Team meetings include:
- a. **Meeting #1:** Review key findings from plan and policy summary. Critical considerations for corridor typologies, cross section dimensions, freight routes, MDT and Yellowstone County owned roadways, and other items that will influence the development of the corridor typologies. Community engagement approach for Round 1.
 - b. **Meeting #2:** Round 1 Community Engagement Key Findings (Interim Update). Best Practices Review and Recommendations.
 - c. **Meeting #3:** Round 1 Community Engagement Key Findings (Final) and Approach to Incorporating Feedback into Refined Corridor Typologies and Modal Corridors for Round 2 Community Engagement.
 - d. **Meeting #4:** Community engagement approach for Round 2 and initial findings from Round 2 Engagement.
 - e. **Meeting #5:** Round 2 Community Engagement Key Findings (Interim Update).
 - f. **Meeting #6:** Round 2 Community Engagement Key Findings (Final) and Approach to Incorporating Feedback into Finalized Corridor Typologies and Modal Corridors for Round 3 Community Engagement.
 - g. **Meeting #7:** Round 3 Community Engagement Update and Draft Vision and Typologies Document.

- h. **Meeting #8:** Final Vision and Typologies Document.
- 3.2 **Working Group Meetings.** Consultant will attend up to four (4) one-hour Working Group meetings virtually with Microsoft Teams.
- 3.3 **Future Land Use and Comprehensive Plan Coordination.** Consultant (Kittelson, Orion) will coordinate and facilitate up to three (3) one-hour meetings to coordinate efforts between the Billings Future Land Use Map and Comprehensive Plan Update and this project development efforts, where project status, timeframes, and key activities will be shared. As feasible, opportunities for joint community engagement will be explored. City staff will attend and coordinate as needed with partner agencies.

Task 4: Community Engagement

This task includes three rounds of community engagement to identify key corridors around which to develop the street typologies and modal corridors, to collaborate on the vision for different roadway features and characteristics, and to report on how community feedback informed the overall planning effort. Additionally, support tasks such as creating project branding and providing graphic design support are included.

ASSUMPTIONS

- City's project manager and/or Communications Coordinator will lead all advertisement and outreach efforts, leveraging City social media channels and resources. The City will create a media release for the project and the open house to submit to local news outlets; the City will create social media graphics to advertise the project on key websites such as Instagram and Facebook; the City will create and administer print/digital/radio advertisements; and the City will print and mail (as deemed necessary) the Consultant-created postcard/ takeaway card.
- City PM and additional City staff will lead additional community engagement events throughout the planning effort that are not supported by Consultant team staff, other than in the provision of materials.

DELIVERABLES

- Draft and Final Project Branding
- Draft and Final Engagement Plan
- Graphic Design Support
- Round 1 Engagement Materials (Website Updates, Takeaway Cards)
- Round 1 Survey
- Round 1 Pop-Up Events (3)
- Round 1 Community Group Meetings (5)
- Round 1 Open House (1)
- Round 1 Open House Display Boards (8)
- Round 2 Engagement Materials (Website Updates, Takeaway Cards)
- Round 2 Visual Preference Survey
- Round 2 Pop-Up Events (3)
- Round 2 Community Group Meetings (5)

- Round 2 Open House (1)
- Round 2 Open House Display Boards (6)
- Round 3 Engagement Materials (Website Updates)

SUBTASKS

- 4.1 **Project Branding.** Consultant will create project branding for all community engagement materials and project deliverables. Branding includes developing a project logo, color palette, and documentation templates. Consultant will provide up to two alternative logos and color palettes. Consultant will develop a map template with project branding. Consultant will finalize based on City PM feedback.
- 4.2 **Engagement Plan.** Consultant (Kittelson, DOWL) will create a Draft Engagement Plan that establishes engagement schedule, outlines contacts of community organizations/business owners, identifies target communities, and outlines event types, timelines, and materials, as well as identifying performance metrics (such as social media engagements, number of media coverages, demographics, unique and repeat participants, etc.). Consultant will provide the engagement plan to City staff for review and finalize based on one set of consolidated comments.
- 4.3 **Graphic Design Support.** Consultant (Kittelson, MIG) will develop infographics, diagrams, maps, and other visual communication tools on an as-needed basis to support community engagement efforts. Consultant will prepare a community engagement summary infographic for each round of engagement. Consultant is scoped to perform up to fifteen (15) hours of graphic design support.
- 4.4 **Round 1 Engagement:** The purpose of the first round of engagement is to identify issue areas, highlight key corridor features, and understand the Billings community's transportation priorities, utilizing the visual aids created as part of Task 5.3.
- a. **Advertising / Outreach.** Consultant (Kittelson) will create a postcard / "takeaway" card with a QR Code that links to the project website to give to participants of pop-up events and community group meetings, as well as to leave at key community locations. City will print the postcard / "takeaway" card.
 - b. **Website Copy.** Consultant (Kittelson) will provide website copy to the City PM to advertise pop-up events, community group meetings, and the open house, in addition to digital methods of providing feedback.
 - c. **Survey.** Consultant (Kittelson, DOWL, MIG) will develop an online survey that is linked from the project website and will allow community members to voice their transportation priorities, identify key corridors, and sign up for future involvement in the project. Consultant will create a corresponding paper survey. The City will provide one set of consolidated comments on the survey prior to publication.
 - d. **Open House #1.** Consultant (Kittelson, DOWL) will create up to eight (8) poster boards that outline key project concepts and visualizations to display at Open House #1. The City will provide one set of consolidated comments on the display boards prior to printing. City will host an in-person open house at a community destination to inform community members about the project and gather feedback on transportation priorities and key corridors to focus on. Consultant will support the staffing and logistics of the Open House. City will print and provide paper surveys. City will advertise the Open House on their website and through other appropriate channels, utilizing materials provided by the Consultant.

- e. **Corridor Pop-Up Events.** Consultant (DOWL) will prepare for and facilitate three (3) pop-up events at local community destinations (such as libraries, schools, community centers, or businesses) for up to two hours each to advertise the project, answer questions, and provide participants with digital and paper means of providing feedback regarding transportation priorities. The pop-up events will be scheduled in conjunction with the Open House. Utilizing the materials that the Consultant prepares for the pop-up events, City staff will lead additional pop-up events for each corridor.
 - f. **Corridor Community Group Meetings.** Consultant (DOWL) will prepare for and attend up to five (5) community group meetings for up to two hours each to discuss the project, answer questions, and collect targeted feedback about transportation priorities for each corridor (5 total meetings). Consultant will collaborate with City staff and Leadership Team to determine the groups with which to engage. The community meetings can be either virtual through Microsoft Teams or in-person, scheduled in conjunction with the Open House and pop-up events. Utilizing the materials that the Consultant prepares for the community group meetings, City staff will lead additional community group meetings for each corridor.
- 4.5 **Round 2 Engagement:** The purpose of the second round of engagement is to refine the street typologies, modal corridors, and associated characteristics developed as part of Task 5.4, through gathering targeted community feedback to address the needs of residents, business-owners, visitors, commuters, and other Billings community members.
- a. **Website Copy.** Consultant (Kittelson) will provide website copy to the City PM to advertise pop-up events, community group meetings, and the open house, in addition to digital methods of providing feedback.
 - b. **Visual Preference Survey.** Consultant (Kittelson, DOWL, MIG) will develop an online survey that is linked from the project website and will allow community members to view, learn about, and select their preferences for different visual representations of street typologies and associated features. Consultant will create a corresponding paper survey.
 - c. **Open House #2.** Consultant (Kittelson, DOWL) will create up to six (6) poster boards that outline key project concepts and visualizations to display at Open House #2. City will host an in-person open house at a community destination to inform community members about the project and gather feedback through the visual preference survey, either digitally or paper. City will advertise the Open House on their website and through other appropriate channels, utilizing materials provided by the Consultant.
 - d. **Corridor Pop-Up Events.** Consultant (DOWL) will prepare for and facilitate three (3) pop-up events at local community destinations (such as libraries, schools, community centers, or businesses) for up to two hours each to advertise the project, answer questions, and provide participants with digital and paper means of providing feedback regarding transportation priorities. The pop-up events will be scheduled in conjunction with the open house. Utilizing the materials that the Consultant prepares for the pop-up events, City staff will lead additional pop-up events for each corridor.
 - e. **Community Group Meetings.** Consultant (DOWL) will prepare for and attend up to five (5) community group meetings for up to two hours each to discuss the project, answer questions, and collect targeted feedback about transportation priorities for each corridor (5 total meetings). Consultant will collaborate with City staff and Leadership Team to determine the groups with which to engage. The community meetings can be either

virtual through Microsoft Teams or in-person, scheduled in conjunction with the open house and pop-up events. Utilizing the materials that the Consultant prepares for the pop-up events, City staff will lead additional community group meetings for each corridor.

- 4.6 **Round 3 Engagement:** The purpose of the third round of engagement is to report back to the Billings community to show how feedback from the first two rounds were incorporated into the final deliverables developed as part of Task 5.5, in order to continue to strengthen trust in the public process.
- a. **Website Copy.** Consultant (Kittelson) will provide website copy to the City PM to advertise city council presentation.
 - b. **Outreach.** City will lead presentations (utilizing materials developed as part of Task 6) to community groups and governing bodies.

Task 5: Technical Analysis

This task includes as-needed graphic design, GIS mapping, and traffic engineering to support the development of corridor typologies that can be utilized for the three rounds of community engagement in Task 4.

ASSUMPTIONS

- City PM will guide the development of the roadway features, typologies, and modal corridors through discussions with the Consultant team and reviews of the materials throughout the drafting, refining, and finalization stages. City PM will provide one consolidated set of comments on the draft document to assist the Consultant team in efficiently addressing revisions.
- While the scope for Phase 1 includes the identification, development, and refinement of six (6) corridor typologies / modal corridors, Phase 2 may expand upon what is developed as part of Phase 1 to include additional corridor typologies / modal corridors.
- City will be responsible for collecting and providing multimodal traffic count data for any traffic analysis.

DELIVERABLES

- Graphic Design Support
- Photo Renderings (6)
- Traffic Engineering Support
- Visual Summaries for Draft Corridor Typologies / Modal Corridors (6)
- Visual Summaries for Refined Corridor Typologies / Modal Corridors (6)
- Visual Summaries for Finalized Corridor Typologies / Modal Corridors (6)

SUBTASKS

- 5.1 **Graphic Design Support.** Consultant (Kittelson, MIG) will develop infographics, diagrams, maps, and other visual communication tools on an as-needed basis to support the development of corridor typologies. Consultant is scoped to perform up to twenty-eight (28) hours of graphic design support.

- a. Consultant will prepare one photo rendering per corridor (up to 6 total) to support corridor typology visual communication, using high-quality aerial imagery.
- 5.2 **Traffic Engineering Support.** Consultant (Kittelson, DOWL) will provide as-needed, planning-level traffic engineering support for the development and refinement of the corridor typology concepts, as directed by the City PM. Traffic engineering support could also include brainstorming issues and impacts of the corridor typologies / modal corridors from a traffic engineering perspective, or otherwise provided engineering expertise. Support could include Highway Capacity Manual intersection operations analysis with Synchro, Vistro, Sidra, or Highway Capacity Software; corridor-level Level of Service analysis using segment capacity thresholds; intersection analysis utilizing the NCHRP 1036 All-Day Intersection Assessment methodology; and/or travel demand modelling using the MPO's Regional Travel Demand Model. Any traffic engineering analysis performed will utilize multimodal traffic data provided by the City. Consultant is scoped to provide up to fifty-six (56) hours of traffic engineering support.
- 5.3 **Identify Corridor Characteristics for Engagement Round 1.** City will identify up to six (6) corridor typologies of varying functional classes, with distinct features, land uses, modal considerations, and other characteristics to recommend for inclusion in the project and to utilize for the first round of community engagement. The corridor typologies will be developed in such a manner that they may be expanded upon in subsequent phases of the project, outside of what is developed during this scope of work. City will identify several existing roadways that are examples of the corridor typologies, such as Rimrock Road, Lake Elmo Drive, Broadwater Avenue, 48th Street West, or 4th Avenue North, among others. City will provide high-quality, street-level images for each corridor to support the visual summaries.
- a. Consultant (Kittelson, DOWL, MIG) will develop visual summaries for each corridor typology to highlight key features.
- 5.4 **Refine Corridor Typologies and Characteristics for Engagement Round 2.** Consultant (Kittelson, DOWL, MIG) will utilize the input from the first round of community engagement and one set of consolidated comments from the Leadership Team to further refine the six (6) corridor typologies and their characteristics, including the development of corridor descriptions, modal priority, key features, cross-sections, facility types, traffic calming elements, technology components, amenities, land use characteristics, and other visual and graphical elements. These typologies will be utilized as part of the visual preference survey during the second round of community engagement.
- 5.5 **Finalize Corridor Typologies.** Consultant (Kittelson, DOWL, MIG) will utilize the input from the second round of community engagement and one set of consolidated comments from the Leadership Team to finalize the six (6) corridor typologies, including the refinement of corridor descriptions, key features, cross-sections, facility types, modal priority, amenities, land use characteristics, and other visual and graphical elements. These typologies will be documented as part of Task 6.

Task 6: Phase 1 Summary Presentation

This task includes summarizing the results of the transportation corridor analysis and community engagement efforts to inform Phase 2.

ASSUMPTIONS

- City PM will guide the development of the summary presentation through discussions with the Consultant team and reviews of materials. City PM will provide one consolidated set of comments on the draft presentation to assist the Consultant team in efficiently addressing revisions.
- City PM will lead all presentations of the Task 6 materials – no consultant support is scoped for presentations.

DELIVERABLES

- Draft and Final Summary Presentation

SUBTASKS

- 6.1 **Draft Summary Presentation.** Consultant (Kittelton) will create a high-level summary of the planning process that highlights key findings from the corridor typology development and community engagement activities, as well as outlining recommended actions for Phase 2, such as design guidance, policy modifications, Comprehensive Plan strategies, and additional studies or technical analysis.
- 6.2 **Final Summary Presentation.** Consultant will revise and finalize the presentation based on Leadership Team and Working Group feedback (provided in one set of consolidated comments) as directed by the City PM.

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

Billings shall authorize payment to the Engineer for services performed under Appendix A of this Agreement. Partial payment shall be due the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer.

Partial payment shall be made to the Engineer upon receipt of the Engineer's pay estimate, said estimate being proportioned to the work completed by the Engineer. Billings shall deduct five percent (5%) from each monthly 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 documents by Billings, and determination that the scope of work has been satisfactorily completed.

- A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the total contract amount.

1. Project Management and Coordination	\$19,210.00
2. Plans and Policies Review	\$10,455.00
3. Meetings and Coordination	\$10,860.00
4. Community Engagement	\$57,335.00
5. Technical Analysis	\$68,605.00
6. <u>Vision and Typologies Document</u>	<u>\$3,900.00</u>
Total	\$170,365.00

- B. Final payment shall be the above stated basic fee less all previous payments.

Section 2. Payments for Extra Services when Authorized by Billings.

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 3. Corrections.

Costs of Billings work that is required for corrections to the Engineer's work which requires redoing by Billings shall be deducted from any payments due the Engineer, if the Engineer fails to make the required corrections.

Section 4. Fee Increases

For contracts and services that are expected to require more than one (1) year to complete, the above stated basic services payments may be reviewed and adjusted annually by mutual agreement of the parties, based upon documented evidence that the Engineer's costs and hourly rates as shown in Appendix D have increased for all comparable clients.

Appendix C

Additional Services of Engineer

Extra Services of the Engineer will be paid only with written prior authorization by Billings.

- A. Field and laboratory testing of materials and reports.
- B. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D

Schedule of Professional Fees

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below.

The itemized schedule provided below includes direct labor costs, normal payroll and overhead costs, transportation, furnishing equipment and materials normally required for performance of the work and reasonable profit. Direct project costs not itemized herein shall be paid for at actual cost.

Section 1. Professional Services.

See attached rate sheet.



City of Billings
Rate Schedule
As of February 2025

Classification	Hourly Billing Rate*
Senior Principal Engineer/Planner	\$307.64
Aronson, Mike	\$283.00
Daleiden, Andrew	\$298.66
Principal Engineer/Planner	\$267.01
Walker, Juliet	\$264.38
Associate Engineer/Planner	\$234.93
Senior Engineer/Planner	\$193.04
Engineer/Planner	\$158.02
Grosso, Rachel	\$163.12
Transportation Analyst	\$135.59
Delgado, Justin	\$136.65
Ma, Jade	\$140.56
Technician I	\$108.38
Technician II	\$131.18
Senior Technician	\$157.64
Benne, Kyle	\$153.92
Hough, Kurtis	\$150.93
Associate Technician	\$195.87
Mah, Susan	\$210.87
Office Support	\$105.77
Data Analyst / Software Technician	\$159.51
Senior Data Scientist/Developer	\$233.59

**Average classification rates are shown above along with actual rates for key personnel. These rates were developed using Kittelson's audited overhead of 205.03% and 12% profit. Actual wage rates will be invoiced, overhead and profit will be locked for the duration of the contract.*

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than July 1st, 2025, the completion date for the Engineer's work through final design shall be:

- A. Community Engagement
 - 1. Round 1 Engagement completed September 1st, 2025
 - 2. Round 2 Engagement completed December 1st, 2025
- B. Final Summary Presentation
 - 1. Completed by March 1st, 2026

Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Engineer is behind on this Contract due to no fault of Billings, then the Engineer hereby acknowledges the right of Billings to withhold future Contracts to the Engineer in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.