Contract for Professional Architectural and Engineering Services

Project: W.O. 25-24 Safe Streets for All 2023

In consideration of the mutual promises herein, the City of Billings and Sanbell agree as follows. This Contract consists of:

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 14 pages (Basic Services of Contractor);

Appendix B consisting of 2 page (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 10 pages (Federal Provisions and Acknowledgement)

Appendix G 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 Sanbell.

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 January 31st, 2030. The parties may extend this agreement, by mutual concurrence, for one (1) 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. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

D. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.

E. 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 North 26th Street, 5th Floor
Billings, Montana 59101
paths@billingsmt.gov

Contractor: Erin Claunch
Sanbell
1300 North Transtech Way
Billings, MT 59102
eclaunch@sanbell.com

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 a 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 manner discriminated against because they have inquired about, discussed, or disclosed

their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.

B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: Erin Claunch, Project Manager
(title of position)

Billings: City Council or Authorized Designee

C. Any attempt to amend, modify, or change this Contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action rising from this Contract shall be brought in the District Court for the Thirteenth Judicial District of the State of Montana, Billings. The law of the State of Montana shall govern the rights and obligations of the parties under this Contract.

Section 7. Severability.

Any provision of this Contract decreed 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 Contractor shall:

A. Indemnify and hold the 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 Contractor 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 Contract.

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 Contractor , the Contractor 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 Contractor's or any subcontractor's wrongful or negligent acts occurring as a result from the Contractor's performance pursuant to this Contract.

The City shall:

D. Indemnify and hold Contractor , 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 Contractor 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 Contractor occurring during the course of or as a result of the performance of the Contract.

F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the Contractor and the City, the City shall indemnify and hold the Contractor 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 Contract.

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

_____

WILLIAM A. COLE
MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

_____

BUSINESS NAME

_____

SIGNATURE

_____

PRINT NAME

_____

PRINT TITLE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

STATE OF MONTANA)
:ss.
COUNTY OF YELLOWSTONE)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

_____
Notary Public for the State of Montana
Residing at Billings, Montana
My Commission Expires:_____

Appendix A
Basic Services of Engineer
WO 25-24: Safe Streets For All 2023

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. 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 Erin Claunch, PE, PTOE.

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, PE working under the City Engineer, Mac Fogelsong, PE.

Section 3. Scope of Work

SCOPE OF WORK:

This scope of work outlines the activities necessary to perform a variety of independent reports, studies, and projects, as defined and outlined in the City of Billings Request for Proposals for WO 25-24 Safe Streets for All 2023 dated December 2024 and our subsequent proposal dated January 29, 2025.

Work Order 25-24: Safe Streets for All 2023 (hereinafter "SS4A") will implement a variety of infrastructure improvement projects identified in the City's grant application for the Bipartisan Infrastructure Law, Safe Streets and Roads for All program from the US Department of Transportation during the 2023 funding cycle. The grant, titled *A lifetime of Learning, Walking, and Biking: Systemic Safety for Billings Students*, centers on safe travel to and from Billings community schools as its primary objective and includes the following projects:

TABLE 1: Project ID List

ID	Name	Project Location	Project Description/Components
1	Azalea Lane Bikeway	Azalea Ln; 11th St W; Missouri St	Neighborhood bikeway signing/striping; Crossing at Rimrock Road
2	12th Street West Bikeway	From Kalmar Dr to Ave D	Neighborhood bikeway signing/striping; Crossings at Grand Ave, Lewis Ave, Broadwater Ave, and Central Ave.
3	Miles Avenue Bikeway	St. Johns Ave; Montclair Dr; Howard Ave; Miles Ave	Neighborhood bikeway signing/striping; crossings at 32nd St W; 24th St W; 12th St W; 8th St W; 6th St W; and 5th St W
4	Arvin Road Bikeway	From Rimrock Rd to Lyman Ave	Neighborhood Bikeway
5	8th Street West Bikeway	From Central Ave to Azalea Ln	Bike Facility improvements; this could be a buffered bike lane signing/striping; separated cycle track from Central Ave to Parkhill Dr. It is assumed a separated cycle track will be designed for scoping purposes; neighborhood bikeway signing/striping from Parkhill Dr to Azalea Ln; curb extensions Parkhill Dr & 8th St W
6	Monad Road Bikeway	From 32nd St W to Lampman Dr	Bike facility improvements; this could be a buffered bike lane signing/striping; separated/raised cycle track. It is assumed a separated/raised cycle track will be designed for scoping purposes.
7	7th Avenue North Bikeway	7th Ave N from N 30th to 31st Sts; N 31st St from 6th to 7th Aves N.	Bike facility connection from bike lanes at N 30th St & 7th Ave N to proposed cycle track at N 31st St & 6th Ave N. It

			is assumed that the improvements will be made within existing pavement (i.e. via signing/striping).
8	Bench SRTS Sidewalk	Lola Ln from Lake Elmo Rd to Bench Elem School	Sidewalk design
9	Bench SRTS Intersection	Lake Elmo Rd & Milton Ln	Curb extensions analysis and design
10	Boulder Intersection	Colton Blvd & Rehberg Ln	Curb extensions analysis and design
11	Burlington Intersections	Lewis Ave/24th St W; Lewis Ave/19th St W	Curb extensions analysis and design; high visibility crosswalks
12	Burlington Trail	Arnold Ln/Alley from 20th St W to 24th St W	Shared-use trail design
13	Central Heights Intersection	Monad Rd & 24th St W	High visibility crosswalk
14	Highlands Intersection	Poly Dr & Virginia Ln	High visibility crosswalk; Leading Pedestrian Interval (LPI) signal timing
15	McKinley Intersections	Parkhill Dr & N 32nd St; 11th Ave N & N 32nd St	Curb extensions design
16	Miles Ave Intersections	Miles Ave & 15th St W; Miles Ave & 16th St W; Broadwater Ave & 19th St W; Broadwater Ave & 16th St W; Broadwater Ave & 14th St W	Curb extensions analysis and design (Miles Ave & 15th St W; Miles Ave & 16th St W); Curb extensions design 16th St W & Miles mid-blocks at school; High visibility crosswalks
17	Ponderosa Street Lighting	Along trail from Ponderosa Elem School to Kings Green Dr	Trail lighting analysis and design
18	Sandstone Intersections	Wicks Ln & Nutter Blvd	High visibility crosswalks; curb extension analysis and design
19	Washington Intersection	Central Ave & Moore Ln	High visibility crosswalk

Professional services needed vary within the projects listed above but will generally include the following, all of which are more specifically described on the following pages:

- Topographic/boundary surveys
- Pedestrian/bicycle facility and intersection design (possibly including but not limited to RRFBs, Pedestrian Hybrid Beacons (PHB), and/or curb extensions)
- Street lighting design
- ADA improvements
- Signal timing analysis and modifications
- Traffic Calming & transportation design
- Stormwater design
- Pavement preservation
- Traffic data collection and analysis
- Pedestrian crossing study
- Environmental permitting related to NEPA and MEPA approvals
- Easement and right-of-way design/acquisition
- Federal regulation compliance and reporting requirements

Phase 100. Project Management

Task 1. City Meetings & Correspondence: General project management, tracking, and administrative tasks on project related items.

Task 2. Utility Coordination & Correspondence: Coordination with private utility companies during design of individual tasks.

Task 3. Project Status Reports: Preparation and submittal of project update reports to project team.

Task 4. Monthly invoicing: Preparation of project invoicing for an assumed 24 months.

Task 5. Sub-consultant coordination: Review and tracking of sub-consultant's progress and submittals.

Phase 100 Deliverables: Monthly invoices (submitted via email) and status report emails. Meeting notes/minutes in PDF format.

Phase 200. Federal Reporting

Task 1. Task Management & Coordination: General task management including internal meetings and administrative tasks. Coordination with Federal requirements and regulations for documentation purposes.

Task 2. Federal Quarterly Progress & Financial Status Reports: It is assumed data will be compiled for quarterly individual Progress and Status reports, as outlined by USDOT guidelines. A final report will be included at the finality of the project.

Task 3. Traffic Safety Data Compilation: Accident histories will be requested from the Montana Department of Transportation (MDT) and broken into fatalities and serious injuries within various roadway categories. Crash frequency and severity rates will be calculated based on existing traffic data.

Task 4. Equity Data Compilation: Percent of project funds to underserved communities will be based on existing underserved student populations of the project schools listed available from the Billings School District.

Task 5. Project Cost Quantification: Construction cost estimates developed during design will be included in the reports.

Task 6. Outcomes/Benefits & Lessons Learned: Narratives will be provided for each project with graphical representation of the project limits. These narratives will include summaries of improvements made and recommendations for future projects or strategies to prevent death and serious injury on roads and streets.

Task 7. Annual Performance Reporting: Baseline and annual data will be collected for each year of the project, as detailed in Tasks 3 – 6. This data will be compiled in an Annual Performance report as outlined in USDOT guidelines. It is assumed that two annual performance reports will be provided.

Phase 200 Deliverables: Quarterly progress and & financial status reports (PDF format). Annual performance reports (PDF format).

Phase 300. Traffic Analysis

Task 1. Task Management, Coordination, & QC: General task management including internal meetings and administrative tasks. Perform quality control review of submittals.

Task 2. Traffic Summaries & Submittal Memos: Submittal of memos documenting analyses and processes for individual projects. This will include project recommendations at each location. Memos will be submitted via email in PDF format.

Task 3. 24th Street West Pedestrian Crossing: This will include traffic count and gap analysis data collection for 6 hours (7-9 am; 2-6 pm during Weekday conditions). Pedestrian delay calculations will be performed to determine appropriate crossing recommendations. A PHB warrant analysis will also be performed based on the data collected.

Task 4. Thru Task 14. Bikeway Crossing Analyses (at various locations – see Table 1): This will include traffic count and gap analysis data collection for 6 hours (7-9 am; 2-6 pm). Pedestrian delay calculations will be performed to determine appropriate crossing recommendations. A PHB warrant analysis will also be performed based on the data collected.

Task 15. Thru Task 22. Curb Extension Analyses (at various locations – see Table 1): Turning Movement traffic data will be collected for 4 hours (7-9 am; 4-6 pm). Level-of-Service analyses for two alternatives (with turn lanes and without turn lanes) will be performed in Synchro. Comparisons will be made to determine if the addition of curb extensions (and removal of turn lanes) will degrade the intersection's functionality. Recommendations will be included with each analysis.

Phase 300 Deliverables: Traffic study memos for each project location. Memos will be submitted via email in PDF format.

Phase 400. Public Engagement

Task 1. Task Management, Coordination, & QC: General task management including internal meetings and administrative tasks. Perform quality control review of submittals.

Task 2. Project Website Buildout: One website will be built for the entire project. Individual web pages will be created for each project with links provided on the website home page.

Task 3. Neighborhood Meetings: It is assumed that there will be twelve (12) separate meetings for projects. This task will include preparation materials and time to coordinate locations. The events will be attended in person by the Project Manager and one other staff member. It is assumed that each neighborhood meeting will be held within a nearby school, so no rental fees are included. The intent of the meeting will be to inform the public and receive general feedback on project alternatives.

Task 4. Task Force Meeting: It is assumed that six (6) separate task force meetings will be attended to elicit feedback on projects within the Task

Force boundaries. The meetings will be attended in person by the Project Manager.

Task 5. Community Events: It is assumed that up to three (3) community events will be attended. Farmers' Markets or other local events will be utilized. Entry fees will be paid by the Engineer. The events will be attended in person by the Project Manager and one other staff member.

Task 6. Walking Audit: It is assumed that one (1) walking audit will be performed. The walking audit may address multiple projects but will be limited to one (1) day. It is assumed the Project Manager will attend in person. City staff is assumed to participate in the tour.

Task 7. Website Updates/Online Surveys: This task will include updates throughout the life of the project and assumes up to five (5) project surveys. The surveys will be limited to a "straw poll" of comparison alternatives – particularly for the bike lane alternatives.

Task 8. Newsletters/'Eblasts': Newsletters will be created in both hard copy (8 ½" x 11" paper) and PDF format. One newsletter will be disseminated to each of the project schools prior to construction of the projects. Up to 100 hard copies will be printed for each school. Eblasts will disseminate newsletter information through subscribers of project website.

Task 9. Social Media: Through this task, Sanbell will coordinate with City staff to develop social media posts to inform the public of upcoming meetings, events, and construction progress/updates. It is assumed that information will be provided to City staff for their use on City social media websites.

Task 10. Post Card Mailers: Through this task, Sanbell will create and mail out post cards to notify area residents about the six (6) neighborhood meetings detailed in Task 3. It is assumed that only adjacent properties (i.e. within 100-feet) to the individual projects will receive a post card, or as determined for the each project location.

Task 11. Yard Signs: Up to twenty-five small (approximately 11"x17") yard signs will be created to advertise the various projects, meetings, events, and project website. Signs will be placed along individual project limits prior to public meetings/events.

Phase 400 Deliverables: Project website and updates, meeting presentation boards/handouts, newsletters (both hard copies and PDF format), social media posts (Text/figures only via email), post cards and postage, and yard signs.

Phase 500. Traffic Signal Modifications

Task 1. Task Management, Coordination, & QC: General task management including internal meetings and administrative tasks. Perform quality control review of submittals.

Task 2. Poly Drive / Virginia Lane Leading Pedestrian Interval (LPI) Programming & Observations: This task includes field measurements and observations for determination of LPI analyses and observations upon implementation. Recommendations for potential right-turn-on-red

prohibitions will be included. The City's signal vendor will be consulted to determine appropriate signal programming.

Task 3. Wicks Lane / Nutter Boulevard Pedestrian Timing & Observations: This task includes field measurements and observations for determination of LPI analyses and observations upon implementation. Recommendations for potential right-turn-on-red prohibitions will be included. The City's signal vendor will be consulted to determine appropriate signal programming.

Task 4. Summary & Recommendations Memo: A brief memo will be submitted documenting the tasks performed and the recommendations made for the two signals.

Phase 500 Deliverables: Summary & Recommendations memos via email in PDF format.

Phase 600. Surveying & Aerial Rectifying

Task 1. Task Management, Coordination, & QC: General task management including internal meetings and administrative tasks. Perform quality control review of submittals.

Task 2. Thru Task 10. Bikeway Aerials & Limited Topo: These tasks will perform survey to complete the bikeway and striping improvement projects. It is assumed that the City will provide high-resolution aerial imagery at the project locations. Minimal topographic survey shots will be used to rectify the aerial imagery to Billings LDP coordinate system. The aerials will then be used to draft necessary topographic elements (curb & gutter, PROWAG ramps, etc.) for project design. Existing base map files will be created using latest AutoCAD software.

Task 11. Thru Task 26. Topo & Boundary Survey: Through these tasks, Sanbell will perform the topographic and boundary survey work for arterial crossings and curb extension locations. This will include adjacent property research and boundary surveys to ensure that improvements are constructed within public right-of-way. Surveying will be conducted in Billings LDP coordinate system. As-built information will be converted to the Montana State Plane coordinate system. Existing and boundary base map files will be created using the latest AutoCAD software.

Phase 600 Deliverables: Survey point files in electronic format (txt file), upon request from the City.

Phase 700. Conceptual Design: The conceptual design will be all preliminary engineering prior to the Environmental Phase.

Task 1. Task Management, Coordination, & QC: General task management including internal meetings and administrative tasks. Perform quality control review of submittals.

Task 2. Plan Preparation, Opinion of Probable Cost, & Submittal: General plan production and layout with review of CADD standards including labeling/dimension of miscellaneous plan features, such as street names, property owners, land survey information, and other pertinent

information for all projects within the plan set. It is assumed that there will be one plan package combining all individual projects. Plans will be submitted via email in PDF format.

Task 3. Azalea Lane Bikeway: Preliminary geometric design of the proposed neighborhood bikeway and for a crossing on Rimrock Road near Missouri Street. Higher-level traffic control (RRFB or PHB) design and gutter or ramp grading are not considered part of this task. If warranted, the design of these features will be included in Task 24 of this Phase.

Task 4. 12th Street West Bikeway: Preliminary geometric design of the proposed neighborhood bikeway. It is assumed a signed/striped crossing will be designed with this project for both Grand and Broadwater Avenues crossing with this task. Higher-level traffic control (RRFB or PHB) design and gutter or ramp grading are not considered part of this task. If warranted, the design of these features will be included in Task 24 of this Phase. It is assumed that no storm water report will be required, and existing drainage patterns will be perpetuated.

Task 5. Miles Avenue Bikeway: Preliminary geometric design of the proposed neighborhood bikeway. It is assumed a signed/striped crossing will be designed with this project for a 24th Street West crossing. Higher-level traffic control (RRFB or PHB) design and gutter or ramp grading are not considered part of this task. If warranted, the design of these features will be included in Task 24 of this Phase. It is assumed that no storm water report will be required, and existing drainage patterns will be perpetuated.

Task 6. Arvin Road Bikeway: Preliminary geometric design of the proposed neighborhood bikeway. No storm drain report will be provided for this task, and it is assumed that existing drainage patterns will be perpetuated. No grading will be provided at this stage of the design.

Task 7. 8th Street West Bikeway: Preliminary geometric design of the proposed neighborhood bikeway north of Broadwater Avenue. This task includes three (3) design alternatives for bike lane treatments between Broadwater Avenue and Parkhill Drive. This task assumes the use of previously designed bike lanes south of Broadwater Avenue. The preliminary layout of curb extensions at Parkhill Drive/8th Street West will be incorporated into this design. This task is limited to standard bike lane or neighborhood bikeway facilities (consisting of strictly signing & striping) and does not include any grading design or elevated bike facilities. If warranted, the design of these features will be included in Task 24 of this Phase.

Task 8. Monad Road Bikeway: Preliminary geometric design of the proposed bike lanes and three (3) design alternatives for bike lane treatments along the corridor between 24th Street West and 19th Street West. This task is limited to standard bike lane or neighborhood bikeway facilities (consisting of strictly signing & striping) and does not include any grading design or elevated bike facilities. If warranted, the design of these features will be included in Task 24 of this Phase.

Task 9. 7th Avenue North Bikeway: Preliminary geometric design of the proposed bike facility connecting the cycle track at North 31st Street &6th Avenue

North to the bike lanes at North 30th Street & 7th Avenue North. The design assumes the bike facility will be within existing pavement widths.

Task 10. Bench School Sidewalk & Intersection Projects: Preliminary geometric design of the sidewalks along Lola Lane from Lake Elmo Drive to Bench Elementary School. This task also includes the preliminary layout for curb extensions on the east leg of the Lake Elmo Drive/Milton Lane intersection. No storm drain report will be provided for this task, and it is assumed that existing drainage patterns will be perpetuated. No grading will be provided at this stage of the design.

Task 11. Thru Task 20: These tasks include the preliminary geometric layout of curb extensions at the following locations. Existing grades on curbline will be analyzed and a recommendation for storm drain modifications will be made, however, no grading will be provided at this stage of the design.

- East leg of 24th Street West/Lewis Avenue
- East and South legs of Parkhill Drive/8th Street West
- West and South legs of Parkhill Drive/North 32nd Street
- East leg of 11th Avenue North/North 32nd Street
- All legs of Miles Avenue/15th Street West
- All legs of Miles Avenue/16th Street West
- North and South legs of Wicks Lane/Nutter Boulevard/Lake Hills Drive

Task 21. Burlington Trail: Preliminary geometric design for the shared use path along the alley right-of-way south of Alderson Avenue from 24th Street West to 20th Street West.

Task 22. Ponderosa Trail Lighting: Preliminary photometric analysis and design for lights along the trail from Ponderosa Elementary School to Kings Green Drive.

Task 23. Opinion of Probable Cost (OPC): A detailed quantity take-off calculation will be conducted with preparation of an opinion of probable cost for each Task.

Task 24. Additive Conceptual Design Services: This task will include additional design efforts for upgraded street crossings to higher-level traffic control (inclusive of gutter and ramp grading) for Tasks 3-5, 7, and 8 of this phase. This task will also allow for bike corridor improvements in addition to standard signing & striping (inclusive of all grading work necessary for such improvements) such as cycle tracks or separated bike facilities. These services will not be provided unless written approval from the City is received.

Phase 700 Deliverables: Preliminary plan sets in PDF format and supporting calculations or documents.

Phase 800. **Environmental Documentation:** The following scope will be provided by our subconsultant, Weston Solutions.

Task 1. Project management: This task is for project management activities, including preparation of monthly invoices and progress reports. WESTON assumes project work will be completed within 9 months of notice to proceed.

Task 2. Environmental Engineering Existing Conditions Report: This task involves analysis and documentation of potential impacts to low income and/or minority populations; environmental justice; economics; social conditions; induced growth; visual quality/aesthetics; prime farmland and/or farmland of statewide importance; historical resources, park and recreational lands, and wildlife and waterfowl refuges that may be protected by Section 4(f) of the United States DOT Act of 1966; properties acquired and/or improved with Land and Water Conservation Funds (i.e. Section 6(f) properties); surface water resources; drinking water sources; stormwater management facilities; Municipal Separate Storm Sewer System (MS4) requirements, Clean Water Act permitting; and Underground Injection Control (UIC) program requirements. WESTON assumes the following:

- The Environmental Engineering Existing Conditions report will be signed by the document's author(s) and the Professional Engineer responsible for environmental engineering activities.
- There are no rivers designated as Wild and Scenic within the study area. This resource will not be evaluated.
- Although the project is located within the Billings MS4, low impact development features will not be evaluated since this project is not considered new development or redevelopment.
- The UIC analysis will only include identification of regulatory requirements; notice will not be filed.
- A cultural resources survey is not required since no new right-of-way will be acquired.
- Approximately 25 potential Section 4(f) properties have been identified. Section 4(f) concurrence for each of these properties from official(s) with jurisdiction, to include City of Billings and Billings School District #2, will be obtained by WESTON.
- De minimis, programmatic, or full Section 4(f) documentation is not anticipated for this project.
- No re-evaluation effort is scoped.
- The draft and final report will include all SS4A projects in a single report and will be provided electronically only in Microsoft Word and Adobe pdf format.

Task 3. Preliminary Environmental Document or Categorical Exclusion/Section 4(f) Evaluation: This task will involve completion of MDT's 'Categorical Exclusion' documentation form number MDT-ENV- 020. WESTON assumes the following to complete this activity:

- No cultural resource work is necessary as no historic properties would be affected by this project.
- Section 4(f) documentation (i.e., de minimis, programmatic, full) is not anticipated for this project.
- The February 2025 version of categorical exclusion checklist MDT-ENV-020 will be used.
- The project will qualify as a categorical exclusion.
- No re-evaluation effort is scoped.
- The draft and final report will include all SS4A projects in a single report and will be provided electronically only in Adobe pdf format.

Task 4. Hazardous Materials/Substances and Water Quality – ISA: WESTON will identify and evaluate potential hazardous materials/substances, traffic noise, air quality, and transportation conformity. WESTON will document findings in the 'Initial Site Assessment' (ISA) form number MDT-ENV-003. WESTON assumes the following to complete this activity:

- The ISA will consist of an online hazard contamination check. No field verification is anticipated.
- A preliminary site investigation will not be required.
- A traffic noise analysis will not be required.
- Additional detailed analyses will not be required.
- The June 2023 version of ISA checklist MDT-ENV-003 will be used.
- No re-evaluation effort is scoped.
- The draft and final report will include all SS4A projects in a single report and will be provided electronically only in Adobe pdf format.

Task 5. Biological Resource Report/Preliminary Biological Assessment (BRR/BA): This task involves evaluation and assessment of baseline conditions and potential project effects on aquatic and biological resources. Aquatic resources include wetlands, streams, and other regulated resources. Biological resources include candidate, proposed, threatened, and endangered species; state species of concern; general aquatic and terrestrial species; wildlife accommodation needs and opportunities; eagles, migratory birds, and sage grouse; vegetation and noxious weeds. WESTON will review information from the Montana Natural Heritage Program database, Montana Fisheries Information System, and U.S. Fish & Wildlife Service (USFWS) to determine the potential occurrence of threatened and endangered species within the project corridor. A preliminary determination of effect for candidate, proposed, threatened, and endangered species and designated critical habitat will be included in the assessment. Recommendations to reduce and/or eliminate adverse impacts will be briefly described.

WESTON assumes one (1) field trip to the sites to evaluate baseline conditions and to confirm no wetlands are present within the project

limits. WESTON field personnel will collect data on vegetative communities, tree species and locations, invasive species, and potential nesting habitat during the field survey. This data will be used to evaluate potential effects to biological resources within the study area. WESTON assumes the following to complete this activity:

- Wetland delineations and/or stream assessments are not anticipated for this project.
- Wildlife accommodation recommendations are not anticipated.
- Upon authorization, Sanbell will provide WESTON survey area boundaries that accurately depict the survey area including project area access. Sanbell will provide written rights-of-entry for identified properties.
- The BRR/BA will be documented using the 'short form' format provided by MDT dated June 8, 2022.
- WESTON will complete an Occupational Safety and Health Administration (OSHA)-compliant Health and Safety Plan prior to field work.
- No re-evaluation effort is scoped.
- The draft and final BRR/BA will include all SS4A projects in a single report and will be provided electronically only in Microsoft Word and Adobe pdf format.

Task 6. Address NEPA Comments: This task is to address comments and resubmittal of NEPA documentation, as requested. WESTON assumes the following to complete this activity:

- One meeting with DOT officials to discuss comments received.
- Preparation of a comment response document
- One re-submittal of the NEPA documentation

Phase 900. **Final Design of Selected Alternatives:** The final design will be all engineering after selected alternatives are confirmed by the City and after the Environmental Phase has been approved.

Task 1. Task Management, Coordination, & QC: General task management including internal meetings and administrative tasks. Perform quality control review of submittals.

Task 2. Plan Preparation & Submittal: Completion of plan production and layout with review of CADD standards, including labeling/dimension of miscellaneous plan features, such as street names, property owners, land survey information, and other pertinent information for all projects within the plan set. It is assumed that there will be one plan package combining all individual projects. Plans will be submitted via email in PDF format.

Task 3. Azalea Lane Bikeway: Final design of the proposed neighborhood bikeway and signed/striped crossing of Rimrock Road near Missouri Street. Higher-level traffic control (RRFB or PHB) design and gutter or

ramp grading are not considered part of this task. If warranted, the design of these features will be included in Task 25 of this Phase.

Task 4. 12th Street West Bikeway: Final design of the neighborhood bikeway. It is assumed a signed/striped crossing will be designed with this project for both Grand and Broadwater Avenues crossing with this task. Higher-level traffic control (RRFB or PHB) design and gutter or ramp grading are not considered part of this task. If warranted, the design of these features will be included in Task 25 of this Phase. It is assumed that no storm water report will be required, and existing drainage patterns will be perpetuated.

Task 5. Miles Avenue Bikeway: Final design of the neighborhood bikeway. It is assumed a signed/striped crossing will be designed with this project for a 24th Street West crossing. Higher-level traffic control (RRFB or PHB) design and gutter or ramp grading are not considered part of this task. If warranted, the design of these features will be included in Task 25 of this Phase. It is assumed that no storm water report will be required, and existing drainage patterns will be perpetuated.

Task 6. Arvin Road Bikeway: Final design of the proposed neighborhood bikeway.

Task 7. 8th Street West Bikeway: Final design of the proposed neighborhood bikeway north of Broadwater Avenue and the bike lanes south of Central Avenue. The final layout of curb extensions at Parkhill Drive/8th Street West will be incorporated into this design. This task is limited to standard bike lane or neighborhood bikeway facilities (consisting of strictly signing & striping) and does not include any grading design or elevated bike facilities. If warranted, the design of these features will be included in Task 25 of this Phase.

Task 8. Monad Road Bikeway: Final design of the bikeway including the preferred bike lane configuration between 24th Street West and 19th Street West. This task is limited to standard bike lane or neighborhood bikeway facilities (consisting of strictly signing & striping) and does not include any grading design or elevated bike facilities. If warranted, the design of these features will be included in Task 25 of this Phase.

Task 9. 7th Avenue North Bikeway: Final design of the proposed neighborhood bikeway and a route analysis to utilize existing traffic signals at North 27th Street/9th Avenue North.

Task 10. Bench Elementary School Sidewalk & Intersection Projects: Final design of the sidewalk along Lola Lane from Lake Elmo Drive to Bench Elementary School and the curb extensions on the east leg of the Lake Elmo Drive/Milton Lane intersection. Final design will include street, intersection, and ramp grading; signing/striping plans; and necessary details.

Task 11. Thru Task 20: These tasks will account for final design of curb extensions at the locations listed in Phase 700. Final Design will include intersection and ramp grading, signing/striping, and details needed for each location. It is assumed that no storm water report will be required, and existing drainage patterns will be perpetuated.

Task 21. Burlington Trail: Final design for the shared use path along the alley right-of-way south of Alderson Avenue from 24th Street West to Bulington Elementary School. Final Design will include intersection and ramp grading, signing/striping, and details needed for each location. It is assumed that no storm water report will be required, and existing drainage patterns will be perpetuated.

Task 22. Ponderosa Trail Lighting: Final photometric analysis and design for lights along the trail from Ponderosa Elementary School to Kings Green Drive. This task will include creation of exhibits and lot information needed for the creation of a Special Improvements Lighting Maintenance District (SILMD) and coordination with Northwestern Energy.

Task 23. Special Provisions: This task will prepare project contract/manuals with special provisions for all individual projects. It is assumed that there will be one project manual combining all special provisions from the individual projects.

Task 24. Opinion of Probable Cost (OPC): A detailed quantity take-off calculation will be conducted with preparation of an opinion of probable cost for each task.

Task 25. Additive Final Design Services: This task will include additional design efforts for upgraded street crossings to higher-level traffic control (inclusive of gutter and ramp grading) for Tasks 3-5, 7, and 8 of this phase. This task will also allow for bike corridor improvements in addition to standard signing & striping (inclusive of all grading work necessary for such improvements) such as cycle tracks or separated bike facilities. These services will not be provided unless written approval from the City is received.

Phase 900 Deliverables: Final plan set, project manual, and OPC (all in PDF format) and supporting calculations or documents.

Phase 1000. Bidding Assistance

Task 1. Task Management, Coordination, & QC: General task management including internal meetings and administrative tasks. Perform quality control review of submittals.

Task 2. For Bidding Plans & Project Manual Preparation: Revisions to final plans based on City comments. Prepare documents for release to contractors for bidding purposes.

Task 3. Pre-Bid Meeting: Administration of one (1) pre-bid meeting. This includes preparation of agenda, documentation of meeting minutes, and distribution to attendees.

Task 4. RFI Coordination: Provision of responses to contractors' requests for information (RFI) during the bidding process.

Task 5. Addendum Preparation: Up to three (3) addenda will be prepared and distributed to the plan-holders.

Task 6. Bid Opening & Bid Tab Preparation: Attendance of virtual bid opening and documentation of bids received. Bid tabulation will be prepared in Excel and submitted to the City.

Task 7. Bid Analysis: Review of bids for irregularities and conformance with project plans and documents.

Task 8. Notice of Award and Contract Preparation: A Notice of Award and For Construction documents will be prepared and distributed to the lowest responsive bidder.

Phase 1000 Deliverables: Pre-Bid Meeting agenda, attendance list, and minutes; Addenda (as needed); bid tabulation; Notice of Award; For Construction project plans and project manual.

Exclusion from Scope of Work & Assumptions

The following work items are excluded from the scope of work for this project and shall be considered as Additional Work. If the City determines that Additional Work is required, the Consultant will provide those services for an additional agreed-upon fee.

1. Geotechnical analyses or reports.
2. "Pop-up" bicycle facilities or events.
3. City will provide one round of comments based on Final design. Changes to design alternatives or locations after the selected alternatives from Conceptual design will require a contract amendment.
4. All improvements are assumed to be within existing surface improvements, or with minor changes to sub-surface. Existing utilities will remain therefore, Montana DEQ permitting and a cultural resources survey will not be required.

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 & Coordination	$34,559.13
2.	Federal Reporting	$65,694.50
3.	Traffic Analysis	$74,720.75
4.	Public Engagement	$59,656.25
5.	Traffic Signal Modifications	$8,881.00
6.	Surveying & Aerial Rectifying	$86,486.00
7.	Conceptual Design	$130,434.50
8.	Environmental Documentation	$33,655.72
9.	Final Design	$207,251.00
10.	Bidding Assistance	$29,599.88
11.	Direct Nonlabor	$21,730.28
	Total	**$752,669.00**

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.

The cost of Professional Liability Insurance coverage is included in the hourly rates of personnel.

CHARGE OUT RATES

ROCKY MOUNTAIN

EFFECTIVE FEBRUARY 1, 2025

sanbell
Intelligent Infrastructure. Enduring Communities.

STAFF PERSONNEL SERVICES

Staff Engineer I	$115.00/hour
Staff Engineer II	$130.00/hour
Staff Engineer III	$135.00/hour
Landscape Designer I	$105.00/hour
Landscape Designer II	$115.00/hour
Landscape Designer III	$125.00/hour
Landscape Architect I	$135.00/hour
Landscape Architect II	$145.00/hour
Senior Landscape Architect I	$165.00/hour
Senior Landscape Architect II	$175.00/hour
Staff Planner I	$100.00/hour
Staff Planner II	$115.00/hour
Planner I	$130.00/hour
Planner II	$145.00/hour
Senior Planner I	$155.00/hour
Senior Planner II	$195.00/hour
Senior Planner Manager	$205.00/hour
Project Engineer I	$145.00/hour
Project Engineer II	$155.00/hour
Senior Engineer I	$190.00/hour
Senior Engineer II	$195.00/hour
Senior Engineer Manager	$210.00/hour
Senior Eng Manager/Principal	$250.00/hour
Expert Witness/Special Consultant	$290.00/hour
Engineer Intern	$90.00/hour
Field Survey Technician I	$85.00/hour
Field Survey Technician II	$88.00/hour
Staff Surveyor I	$115.00/hour
Staff Surveyor II	$130.00/hour
Professional Land Surveyor I	$140.00/hour
Professional Land Surveyor II	$150.00/hour
Senior Professional Land Surveyor I	$160.00/hour
Senior Professional Land Surveyor II	$180.00/hour
Construction Inspector	$88.00/hour
Construction Engineering Tech.	$100.00/hour
Senior Construction Eng. Tech.	$145.00/hour
Construction Engineer I	$145.00/hour
Construction Engineer II	$150.00/hour
CADD Technician I	$100.00/hour
CADD Technician II	$105.00/hour
Designer I	$107.00/hour
Designer II	$110.00/hour
Senior Designer I	$120.00/hour
Senior Designer II	$145.00/hour
Senior Designer Manager	$165.00/hour
Project Administrator	$100.00/hour
Senior Project Administrator	$115.00/hour
Accounting Specialist	$100.00/hour
Office Coordinator	$90.00/hour
Senior Office Coordinator	$115.00/hour
Support Services Director	$185.00/hour
Web/Graphic Designer	$115.00/hour
Marketing Coordinator	$120.00/hour
Senior Marketing Coordinator	$130.00/hour
Marketing Director	$185.00/hour

TRAFFIC DATA COLLECTION SERVICES

Standard Intersection Count (veh/bike/ped)	$30.00/hour
Small Roundabout Count (veh/bike/ped)	$41.00/hour
Large Roundabout Count (veh/bike/ped)	$93.00/hour
Spot Location Volume (veh/bike/ped)	$4.00/lane/hour
Spot Location Travel Speeds (veh)	$5.00/lane/hour
Data Collection Equipment	$30.00/count location
Rushed Processing (24-hour turnaround)	$9.00/processing hour

SURVEY CREW SERVICES

1-Person/2-Person Crew	Per Job
Survey Equipment	$30.00 /fieldwork hour
Survey Vehicle Mileage	IRS rate/mile + $0.10/mile
Scanner Equipment	$150.00/hour
Scanner Equipment (full day)	$1,050/day

OUTSIDE CONSULTANTS

1) At cost if independently billed direct to client
2) Cost plus 5% if billed through us

INDEPENDENT LABORATORIES

1) At cost if independently billed direct to client
2) Cost plus 5% if billed through us

ADMINISTRATIVE EXPENSES

Administrative Expenses 3.5% *

Including copies, prints, phone, postage, materials, and travel

**Based on professional services only, unless modified by contract*

Vehicle Mileage IRS Rate

These rates are updated periodically to reflect market conditions. Rate increases will be reflected in future invoicing.

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than August 25th, 2025, the completion date for the Engineer's work through final design shall be:

A. NEPA Completion Date: September 2026 (or sooner)

B. Planned Construction Start Date: June 2027 (or sooner)

C. Construction Substantial Completion: September 2029 (or sooner)

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.

APPENDIX F: FEDERAL PROVISIONS AND ACKNOWLEDGEMENT

The City, as a non-Federal entity, wishes to use federal funds to pay or reimburse their expenses for equipment or services under this Contract. Therefore, this Contract must contain, and the Contractor must acknowledge, the applicable clauses described below in accordance with the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.

A. TERMINATION OF AGREEMENTS: The right is reserved by the City to terminate this Agreement at any time, for cause or convenience, upon not less than thirty (30) days written notice to the contractor.

In the event the City terminates this Agreement, the contractor shall be paid for the amount of work performed or services rendered to date of termination per the Agreement fee.

If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

B. Equal Employment Opportunity: The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination: In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex,

disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Race, Color, Religion, national Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Age: In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

(4) Disabilities: In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(5) Promoting Free Speech and Religious Liberty: The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not

limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

C. <u>Clean Air Act and Federal Water Pollution Control Act</u>:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FHWA.

(3) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(4) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Highway Administration (FHWA), and the appropriate Environmental Protection Agency Regional Office.

(5) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FHWA.

D. <u>Debarment and Suspension</u>:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. Byrd Anti-Lobbying Amendment: Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

F. Procurement of Recovered Materials:

(1) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(2) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

G. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

   i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

   ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

   iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

   iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

a. This clause does not prohibit contractors from providing—

   i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or,

   ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

   i. Covered telecommunications equipment or services that:

      1. Are not used as a substantial or essential component of any system; and

      2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

I. <u>Domestic Preference for Procurements</u>: As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

J. <u>Access to Records</u>: The following access to records requirements apply:

(1) Record Retention: The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

(2) Retention Period: The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Purchaser, the FHWA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(3) Access to Records: The Contractor agrees to provide sufficient access to FHWA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. The Contractor also agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) Access to the Sites of Performance: The Contractor agrees to permit FHWA and its contractors access to the sites of performance under this contract as reasonably may be required.

FHWA does not require the inclusion of these requirements in subcontracts.

K. <u>Contract Changes or Modifications</u>: To be eligible for FHWA assistance under the non-Federal entity's FHWA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Changes and modifications have been addressed within the contract document:

Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to the Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

L. Compliance with Federal Law, Regulations and Executive Orders: This is an acknowledgement that FHWA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FHWA policies, procedures, and directives.

M. Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

N. Applicability: The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

O. Affirmative Socioeconomic Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

ACKNOWLEDGEMENT:

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING:

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL

_____
NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

_____
FIRM/COMPANY NAME (CONTRACTOR)

_____
DATE