



## Commission Memorandum

**REPORT TO:** Honorable Mayor and City Commission

**FROM:** Rebecca Owens, Associate Planner  
Wendy Thomas, Director of Community Development

**SUBJECT:** Design Objectives Plan Update, Professional Services Agreement with Community Design Group

**MEETING DATE:** June 27, 2016

**AGENDA ITEM TYPE:** Consent

**RECOMMENDATION:** Authorize City Manager to sign the Professional Services Agreement with Community Design Group to update the Design Objectives Plan for Entryway Corridors.

**BACKGROUND:** The last revision to the City of Bozeman's Design Objectives Plan for Entryway Corridors (DOP) was adopted in 2005. On April 3, 2016, the City of Bozeman published a Request for Proposals (RFP) for a comprehensive evaluation and update of the DOP, to be coordinated with the ongoing Unified Development Code update. The City Commission approved a budget allocation of \$50,000 as part of the FY 2016 budget to perform this work.

These services were procured through the City's consultant selection process. The RFP was published in the Bozeman Daily Chronicle on April 3 and April 10, with the proposals being due no later than 5:00 p.m. Friday, April 29, 2016. Proposals were received from three firms and were distributed to a selection committee of five individuals representing design professionals, a member of the public who is on the Design Review Board, and City Staff. Based on the criteria of evaluation the Committee unanimously recommended Community Design Group as the most qualified.

A copy of the Professional Service Agreement with Community Design Group is attached to this report.

If approved by the City Commission work will begin immediately. A city-wide kickoff is planned for August. Commission members will receive a presentation on the proposed revisions in preparation for future public hearings and in order to provide comment and direction on the proposed guidelines. Contract tasks are expected to be completed by November 31, 2016.

**UNRESOLVED ISSUES:** None.

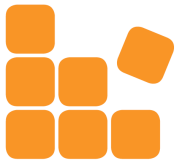
**ALTERNATIVES:** As determined by the City Commission

**FISCAL EFFECTS:** The proposed contract amount is \$36,466. The Commission allocated up to \$50,000 to accomplish the guideline update in the FY 16 budget. The source of the budget resource is the Entryway Overlay Restricted Fund and it is requested that the City maintains the

balance of this fund for needs that may become apparent during the course of the project, including those related to coordination with the UDC update process.

*Report compiled on: June 15, 2016*

*Attachments: Professional Service Agreement  
Scope of Work Summary*



## community design group

*a people-centered, asset-based approach to urban planning, policy and design*

Community Design Group (CDG) | 212 3rd Avenue North, Suite 515, Minneapolis, MN 55401 | 612-354-2901 | [www.c-d-g.org](http://www.c-d-g.org)

June 14, 2016

Rebecca Owens, Associate Planner  
City of Bozeman  
20 East Olive Street  
Bozeman, MT 59771

### **Re: Consent to Draft Professional Services Agreement (PSA)**

Dear Ms. Owens,

Thank you for selecting Community Design Group (CDG) for the City of Bozeman Entryway Corridor Design Objectives Plan.

Community Design Group agrees to the Draft Professional Services Agreement (PSA) as written, and is able to provide the associated documentation.

We look forward to being of service to you and the City of Bozeman. Please let me know if you would like any additional information or documentation to proceed with the contracting process.

Sincerely,

Antonio M. Rosell, P.E., AICP

Director, Community Design Group (CDG)

212 3rd Avenue North, Suite 515, Minneapolis, MN 55401

Email: [arosell@c-d-g.org](mailto:arosell@c-d-g.org) | Office: 612-354-2901 | Mobile: 612-234-7078



## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF BOZEMAN, MONTANA**, a self governing municipal corporation organized and existing under its Charter and the laws of the State of Montana, 121 North Rouse Street, Bozeman, Montana, with a mailing address of PO Box 1230, Bozeman, MT 59771, hereinafter referred to as “City,” and, Community Design Group hereinafter referred to as “Contractor.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to enter this Agreement with Contractor to perform for City services described in the Scope of Services attached hereto as Attachment “A” and by this reference made a part hereof.

2. **Term/Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the 1<sup>st</sup> day of February, 2017 unless terminated sooner pursuant to the terms of this Agreement.

3. **Scope of Work:** Contractor will perform the work and provide the services in accordance with the requirements of the Scope of Services. For conflicts between this Agreement and the Scope of Services, unless specifically provided otherwise, the Agreement governs.

4. **Payment:** City agrees to pay Contractor for the work specified in the Scope of Services in an amount not to exceed \$36,466. Any alteration or deviation from the described services that involves additional costs above the Agreement amount will be performed by Contractor after written request by the City, and will become an additional charge over and above the amount listed in the Scope of Services. The City must agree in writing upon any additional charges.

5. **Contractor’s Representations:** To induce City to enter into this Agreement, Contractor makes the following representations:

a. Contractor has familiarized itself with the nature and extent of this Agreement, the Scope of Services, and with all local conditions and federal, state and local laws, ordinances, rules,

and regulations that in any manner may affect cost, progress or performance of the Scope of Services.

b. Contractor represents and warrants to City that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and grant the rights granted in it; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights of any nature whatsoever, or violate any federal, state and municipal laws. The City will not determine or exercise control as to general procedures or formats necessary to have these services meet this warranty.

**6. Independent Contractor Status/Labor Relations:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

Contractor shall indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes and for any claims regarding underpaid prevailing wages.

**7. Indemnity/Waiver of Claims/Insurance:** For other than professional services rendered, to the fullest extent permitted by law, Contractor agrees to release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of and expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous)

or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the City occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of the Contractor; or (ii) any negligent, reckless, or intentional misconduct of any of the Contractor's agents.

For the professional services rendered, to the fullest extent permitted by law, Contractor agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Contractor or Contractor's agents or employees.

Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s).

Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City.

Should any indemnitee described herein be required to bring an action against the Contractor to assert its right to defense or indemnification under this Agreement or under the Contractor's applicable insurance policies required below the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Contractor was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.

In the event of an action filed against City resulting from the City's performance under this Agreement, the City may elect to represent itself and incur all costs and expenses of suit.

Contractor also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except "responsibility for his own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent" as per 28-2-702, MCA.

These obligations shall survive termination of this Agreement and the services performed hereunder.

In addition to and independent from the above, Contractor shall at Contractor's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the Contractor in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the Contractor in subsection (a) of this Section.

The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the City without limit and without regard to the cause therefore and which is acceptable to the City and Contractor shall furnish to the City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as follows:

- Workers' Compensation – statutory;
- Employers' Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate;
- Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate;
- Automobile Liability - \$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate; and
- Professional Liability - \$1,000,000 per claim; \$2,000,000 annual aggregate.

The above amounts shall be exclusive of defense costs. The City of Bozeman, its officers, agents, and employees, shall be endorsed as an additional or named insured on a primary non-contributory basis on both the Commercial General and Automobile Liability policies. The insurance and required endorsements must be in a form suitable to City and shall include no less than a sixty (60) day notice of cancellation or non-renewal. The City must approve all insurance coverage and endorsements prior to the Contractor commencing work. Contractor shall notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason.

**The City must approve all insurance coverage and endorsements prior to the Contractor commencing work.**

**8. Termination for Contractor's Fault:**

a. If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, the City may, by written notice, terminate this Agreement and the Contractor's right to proceed with all or any part of the work ("Termination Notice Due

to Contractor's Fault"). The City may then take over the work and complete it, either with its own resources or by re-letting the contract to any other third party.

**b.** In the event of a termination pursuant to this Section 8, Contractor shall be entitled to payment only for those services Contractor actually rendered.

**c.** Any termination provided for by this Section 8 shall be in addition to any other remedies to which the City may be entitled under the law or at equity.

**d.** In the event of termination under this Section 8, Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

**9. Termination for City's Convenience:**

**a.** Should conditions arise which, in the sole opinion and discretion of the City, make it advisable to the City to cease performance under this Agreement City may terminate this Agreement by written notice to Contractor ("Notice of Termination for City's Convenience"). The termination shall be effective in the manner specified in the Notice of Termination for City's Convenience and shall be without prejudice to any claims that the City may otherwise have against Contractor.

**b.** Upon receipt of the Notice of Termination for City's Convenience, unless otherwise directed in the Notice, the Contractor shall immediately cease performance under this Agreement and make every reasonable effort to refrain from continuing work, incurring additional expenses or costs under this Agreement and shall immediately cancel all existing orders or contracts upon terms satisfactory to the City. Contractor shall do only such work as may be necessary to preserve, protect, and maintain work already completed or immediately in progress.

**c.** In the event of a termination pursuant to this Section 9, Contractor is entitled to payment only for those services Contractor actually rendered on or before the receipt of the Notice of Termination for City's Convenience.

**d.** The compensation described in Section 9(c) is the sole compensation due to Contractor for its performance of this Agreement. Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost



productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

**10. Limitation on Contractor's Damages; Time for Asserting Claim:**

a. In the event of a claim for damages by Contractor under this Agreement, Contractor's damages shall be limited to contract damages and Contractor hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.

b. In the event Contractor wants to assert a claim for damages of any kind or nature, Contractor shall provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within thirty (30) days of the facts and circumstances giving rise to the claim. In the event Contractor fails to provide such notice, Contractor shall waive all rights to assert such claim.

**11. Representatives:**

a. **City's Representative:** The City's Representative for the purpose of this Agreement shall be Rebecca Owens, Associate Planner or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to Rebecca Owens as the City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, Contractor may direct its communication or submission to other designated City personnel or agents as listed above and may receive approvals or authorization from such persons.

b. **Contractor's Representative:** The Contractor's Representative for the purpose of this Agreement shall be Antonio Rosell, Director, Community Design Group or such other individual as Contractor shall designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication shall be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its direction or communication to other designated Contractor personnel or agents.

12. **Permits:** Contractor shall provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary permits, licenses, including a City of Bozeman business license, and inspections from applicable governmental authorities, and pay all fees and charges in connection therewith.

13 **Laws and Regulations:** Contractor shall comply fully with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination, affirmative action, and utilization of minority and small business statutes and regulations.

14. **Nondiscrimination:** The Contractor agrees that all hiring by Contractor of persons performing this Agreement shall be on the basis of merit and qualifications. The Contractor will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. The Contractor will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. The Contractor shall be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 2, United States Code, and all regulations promulgated thereunder. The Contractor shall require these nondiscrimination terms of its sub-Contractors providing services under this agreement.

15. **Intoxicants; DOT Drug and Alcohol Regulations/Safety and Training:** Contractor shall not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, by any employee or agent engaged in services to the City under this Agreement while on City property or in the performance of any activities under this Agreement. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.

The Contractor shall be responsible for instructing and training the Contractor's employees and agents in proper and specified work methods and procedures. The Contractor shall provide continuous inspection and supervision of the work performed. The Contractor is responsible for

instructing his employees and agents in safe work practices.

**16. Modification and Assignability:** This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

**17. Reports/Accountability/Public Information:** Contractor agrees to develop and/or provide documentation as requested by the City demonstrating Contractor's compliance with the requirements of this Agreement. Contractor shall allow the City, its auditors, and other persons authorized by the City to inspect and copy its books and records for the purpose of verifying that the reimbursement of monies distributed to Contractor pursuant to this Agreement was used in compliance with this Agreement and all applicable provisions of federal, state, and local law. The Contractor shall not issue any statements, releases or information for public dissemination without prior approval of the City.

**18. Non-Waiver:** A waiver by either party any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

**19. Attorney's Fees and Costs:** That in the event it becomes necessary for either Party of this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel to include City Attorney.

**20. Taxes:** Contractor is obligated to pay all taxes of any kind or nature and make all appropriate employee withholdings.

**21. Dispute Resolution:**

**a.** Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.

b. If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

22. **Survival**: Contractor's indemnification shall survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

23. **Headings**: The headings used in this Agreement are for convenience only and are not be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

24. **Severability**: If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.

25. **Applicable Law**: The parties agree that this Agreement is governed in all respects by the laws of the State of Montana.

26. **Binding Effect**: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

27. **No Third-Party Beneficiary**: This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.

28. **Counterparts**: This Agreement may be executed in counterparts, which together constitute one instrument.

29. **Integration**: This Agreement and all Exhibits attached hereto constitute the entire agreement of the parties. Covenants or representations not contained therein or made a part thereof by reference, are not binding upon the parties. There are no understandings between the parties other than as set forth in this Agreement. All communications, either verbal or written, made prior to the date of this Agreement are hereby abrogated and withdrawn unless specifically made a part of this Agreement by reference.

30. **Extensions**: this Agreement may, upon mutual agreement, be extended for a period of one year by written agreement of the Parties. In no case, however, may this Agreement run longer than the 1<sup>st</sup> of February, 2017.

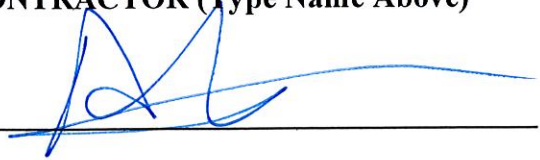
**\*\*\*\* END OF AGREEMENT EXCEPT FOR SIGNATURES \*\*\*\***

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

**CITY OF BOZEMAN, MONTANA**

**Community Design Group**  
**CONTRACTOR (Type Name Above)**

By \_\_\_\_\_  
**Chris Kukulski, City Manager**

By  \_\_\_\_\_

**Print Name: Antonio M. Rosell, P.E., AICP**  
**Print Title: Director and President**

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
**Greg Sullivan, Bozeman City Attorney**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> (888) 202-3007	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> contact@hiscox.com	
<b>INSURED</b>  Community Design Group 212 Third Ave N Ste 515 Minneapolis MN 55401	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hiscox Insurance Company Inc	<b>NAIC #</b> 10200
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

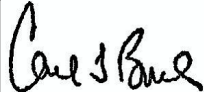
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N / A <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UDC-1241563-EO-15	10/24/2015	10/24/2016	Each Claim: \$ 2,000,000 Aggregate: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

[Empty space for Certificate Holder]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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fault Automobile Insurance Act. In the event a court of competent jurisdictions declares, or enters a judgment the effect of which is to render the provisions of such act invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the Policy and the provisions of this endorsement shall be voidable or subject to amendment at our option.

#### Arbitration

If you and we disagree on the amount of loss under Personal Injury Protection and the disputed amount is:

- (1) \$10,000 or less, both parties must submit to arbitration; or
- (2) More than \$10,000, we will advise the insured whether we will submit the claim to arbitration.

Arbitration will be conducted in accordance with the Rules of Procedure For No-fault Arbitration contained in the Minnesota Insurance Laws.

In the event of arbitration, each party will select a competent arbitrator. The two arbitrators will select a competent and impartial umpire. A decision agreed to by any two will be binding. Each party will:

- (1) Pay its chosen arbitrator; and
- (2) Bear the other expenses of the arbitration and umpire equally.

If we submit to arbitration, we still retain our right to deny the claim.

#### 6. ADDITIONAL DEFINITIONS

As used in this endorsement:

- a. "Family member" means the spouse or any person related to the Named Insured by blood, marriage or adoption, including a mi-

nor in the custody of the Named Insured, spouse or such related person who is a resident of the same household as the Named Insured whether or not temporarily residing elsewhere.

- b. "Insured motor vehicle" means a motor vehicle with respect to which:
  - (1) The bodily injury liability insurance of the Policy applies and for which a specific premium is charged; and
  - (2) The Named Insured is required to maintain security under the provisions of the Minnesota No-fault Automobile Insurance Act.
- c. "Motor vehicle" means every vehicle, other than a motorcycle or other vehicle with fewer than four wheels, which:
  - (1) Is required to be registered pursuant to Minnesota Statutes, Chapter 168; and
  - (2) Is designed to be self-propelled by an engine or motor for use primarily upon public roads, highways or streets in the transportation of persons or property and includes a trailer with one or more wheels, when the trailer is connected to or being towed by a motor vehicle.
- d. "Occupying" means in or upon, entering into or alighting from.
- e. "Ridesharing arrangement" means the transportation of persons, for a fee or otherwise, in a motor vehicle when the transportation is incidental to another purpose of the driver. The term includes the forms of shared transportation known as carpools, commuter vanpools and buspools whether or not furnished by an employer. It does not include transportation of employees by an employer from one place to another.

#### SCHEDULE

No Schedule items applicable to Personal Injury Protection Coverage provided by this endorsement.

#### ADDITIONAL INSURED — AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

CA-7213(10-98)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II — Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your

policy. Such persons or organizations are additional insureds only with respect to liability arising out of operations performed for the additional insured by you.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.



**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

**CG-2026R(7-04)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in

part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

**SCHEDULE**

**Name of Additional Insured  
Person(s) or Organization(s)  
(Name and Address)**

---

STANTEC  
2935 HIGHWAY 36 W  
SAINT PAUL MN 55113

MNDOT  
395 JOHN IRELAND BLVD  
SAINT PAUL MN 55155

TOOLE DESIGN GROUP LLC  
8484 GEORGIA AVE STE 800  
SILVER SPRING MD 20910

CITY OF MINNEAPOLIS  
PUBLIC WORKS  
350 S 5TH ST STE 203  
MINNEAPOLIS MN 55415

ALTA PLANNING & DESIGN  
711 SE GRAND AVE  
PORTLAND OR 97214

THE UNIV OF MN URBAN  
RESEARCH  
& OUTREACH ENGAGEMENT  
CENTER  
2001 PLYMOUTH AVE N  
MINNEAPOLIS MN 55411

HENNEPIN COUNTY  
525 PORTLAND AVE  
MINNEAPOLIS MN 55415

SHERBURNE COUNTY FAIR  
PO BOX 2  
ELK RIVER MN 55330

NELSON NYGAARD  
CONSULTING  
ASSOCIATES INC  
116 NEW MONTGOMERY ST  
SAN FRANCISCO CA 94105

GRAND FORKS SCHOOL  
DISTRICT  
2400 47TH AVE S  
GRAND FORKS ND 58201

MINNESOTA STATE COLLEGES  
& UNIVERSITIES  
30TH SEVENTH ST E STE 350  
SAINT PAUL MN 55101



Antonio Rosell <arosell@c-d-g.org>

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**FW: Community Design Group L62782**

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**Kathy Hanson** <kathyhanson@northerncapital-mn.com>  
To: "Antonio Rosell (arosell@c-d-g.org)" <arosell@c-d-g.org>

Wed, Jun 15, 2016 at 1:01 PM

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**From:** Kathy Hanson  
**Sent:** Tuesday, June 14, 2016 12:33 PM  
**To:** '[commercial.endorsements@acuity.com](mailto:commercial.endorsements@acuity.com)' ([commercial.endorsements@acuity.com](mailto:commercial.endorsements@acuity.com))  
**Subject:** Community Design Group L62782

Effective 6/14/16 add as Additional Insured on the General Liability (CG2026) & in favor of:

City of Bozeman its officers, agents & employees

PO Box 1230

121 North Rouse Ave , Ste 202

Bozeman MT 59771

Thanks

## City of Bozeman Entryway Corridor Design Guidelines Update

### Revised Outline of Services - 06/15/16

*Please note: The revised Outline of Services provided here responds to a request from City of Bozeman planning staff received on June 10, 2016, and replaces the proposed Scope of Work / Outline of Services provided on the CDG proposal dated April 29, 2016.*

#### PHASE 1: DISCOVERY

In preparation for the Design Guidelines Update, we will review previous and current visions, plans, policies, and initiatives that pertain to the Entryway Corridors. We will also research and gather information on potential engagement partners and stakeholders to establish the information sharing and communication infrastructure that will invite both wide and focused participation throughout the development of the Design Guidelines Update.

##### Task 1.1: Project kick-off and background research

- Meet with City staff, review and finalize plan scope, work program, overall schedule, discuss communication and file-sharing methods, and set dates for significant benchmarks
- Confirm schedule for project meetings, deliverables, and provide monthly status reports for the duration of the project on the following proposed dates: July 11, August 1, September 6, October 3 and November 7

##### Task 1.2: Site review and assessment of existing Design Guidelines

- Collaborate with the City and Design Review Board to understand all existing and proposed infrastructure within and around the Entryway Corridors
- Conduct survey of existing conditions as needed through site visits and other field work, including detailed field review and inventory of existing site elements, conditions and constraints
- Provide a thorough assessment of the existing Design Guidelines and highlight strengths and weaknesses

##### Task 1.3: Review existing public engagement data

- Review data and information from existing public engagement efforts such as the City of Bozeman's National Citizen Survey to better understand issues and priorities that impact the Design Guidelines

#### Task 1.4: Review Design Guidelines implementation process

- Collaborate with City staff, local developers, and the Design Review Board to understand existing success and challenges of the existing Design Guidelines review process

#### Task 1.5: Research best practices and design requirements

- Identify new best management practices in corridor-area design
- Identify new and existing priority practices

#### Task 1.6: Design public engagement and communications processes

- Work with City staff to develop a stakeholder analysis and implement a public participation process that includes businesses and employees, community organizations, members of diverse communities, and stakeholders identified through earlier planning projects
- Develop a Public Engagement Plan (PEP) that outlines specific engagement goals, activities, intended audience and timeline. We will include the use of non-traditional venues to increase participation such as Pop-Up events and focused listening sessions to gather comments and ideas from civic groups, institutions and businesses at their customary meeting places

#### Task 1.7: Project website and information-sharing online infrastructure

- Create a project-specific website that the City can link to and promote as a primary resource for information and materials regarding the DOP update process
- Configure the website to coordinate with the City's graphic standards and project logo
- Include the following website features:
  - Introduction and FAQ section
  - Events calendar
  - Project news and updates
  - Online community engagement tools such as survey with a visual preference component, interactive map or other engagement tool that allows community members to contribute to identification of issues, opportunities and potential solutions
  - Project documents such as meeting results and draft materials
  - Links to the City's social media channels such as Facebook and Twitter
- Develop a methodology for the public to subscribe to project updates and manage database of subscribed users
- Supply the City's project team with content for social media such as images and accompanying text
- Maintain and manage the project website throughout the duration of the project including the formatting and uploading of project documents; managing the events calendar; generating and transmitting links for social media, and creating an archive of website and associated materials upon project completion

- Provide administrative access and instructions to the City's project team prior to termination of the project contract

#### Phase 1 Deliverables:

- Tech Memo 1: Summary of existing plans, guiding documents and policies
- Tech Memo 2: Assessment of the 2005 Design Objectives Plan
- Tech Memo 3: Public Engagement Plan

### PHASE 2: DESIGN AND COLLABORATION

In this phase we will synthesize the information from public engagement efforts and begin a process of selection and prioritization. This process will respond to the needs and priorities stated by community members, City staff, and research and best practices. This prioritization will inform a preferred direction in preparation for Phase 3 of the project.

#### Task 2.1: Establish Project Design Advisory Committee (PDAC)

- Create a diverse and representative Project Design Advisory Committee (PDAC) of key local community partners, representatives from each of the corridors, and City staff to engage in the development of the Design Guidelines
- Collaborate with and train members of the PDAC on how to conduct small-scale public engagement activities such as Pop-Up workshops and listening sessions. By training members of the PDAC to conduct public engagement, we will be able to expand our presence and reach new populations

#### Task 2.2: Coordinate and facilitate PDAC design workshop

- Obtain guidance on development of the Design Guidelines through a design workshop with the PDAC and other stakeholders

#### Task 2.3: Collaborate with local partners to facilitate targeted public engagement events

- Engage a broader community, by going to existing events (Pop-Ups)
- Facilitate targeted listening sessions to hear from voices that are not always heard

#### Task 2.4: Report and refine options to City staff and the public

- Coordinate with City staff to review all information and results gathered and developed in Phases 1 and 2
- Obtain City staff guidance on prioritization and relevance of information and results gathered to the Design Guidelines Update and the UDC

### Task 2.5: Open House #1

- Present all information and results gathered and developed in Phase 1 to the community through an open house format
- Provide opportunity for public comments and guidance. Options will be presented as revisions to the existing goals and visions for the Design Guidelines or as new recommendations for clarity
- Make similar materials available online so residents can participate on their own time and provide guidance without attending the workshop

### Task 2.6: Make draft recommendations for Design Guidelines and district location(s)

- Recommend a document structure for the revised Design Guidelines
- Develop Design Guideline Update draft recommendations in conjunction with information and results gathered from Phase 1, PDAC, and City staff
- Present options being considered and provide opportunity for PDAC and City staff comments and guidance

### Task 2.7: Implementation for Design Guidelines Update

- Revise existing Design Guidelines review criteria and process
- Develop tools for implementation including an implementation matrix that identifies department responsibility and corresponding policies in UDC and Community Plan
- Develop a Citizen's Guide that simplifies the Guidelines, explains its purpose, and the Design Review process

### Task 2.8: Open House #2

- Provide update on Design Guidelines to key stakeholders and wider community
- Present options being considered and provide opportunity for public comments and guidance. Options will be integrated where possible as revisions to the existing Guidelines or as new recommendations for clarity

### Phase 2 Deliverables:

- Tech Memo 4: Summary of public engagement events
- Tech Memo 5: Draft of recommendations and proposed document structure

## PHASE 3: DELIVERY

In this phase we bring closure to all project tasks, finalize preparation of final project materials, and provide tools for disseminating results of work produced.

### Task 3.1: Complete Public Draft for Review

- Prepare a Public Draft for Review document and present to City staff, Project Design Advisory Committee, and stakeholder groups as requested

### Task 3.2: Refine Draft Plan

- Update the Guidelines to address guidance received in Task 3.1 based on City staff review and public comments

### Task 3.3: Complete Final Draft of Design Guidelines Update

- Respond to all comments provided the Public Draft of the Design Guidelines Update
- Complete Final Draft of Design Guidelines Update by November 2016
- Coordinate with UDC updates and City Commission for adoption of the Update
- Final meeting with City and other stakeholders
- Verify all project tasks have been completed

### Task 3.4: Open House #3

- Present the updated Design Guidelines Update to the wider community

### Phase 3 Deliverables:

- Public Draft for Review document
- Presentation: Key points of Public Draft document
- Key project archives content to be identified with staff (including photography, public engagement output, website archives) in electronic format, where not previously provided by prior task deliverables.
- Final Design Guidelines update.

This product shall not be subject to copyright; all work submitted will become property of the City of Bozeman. The final updated Design Guidelines shall be provided by the Consultant to the City planning staff in all of the following formats:

- (a) printed documentation in the form of 2 hardcopy versions (printed double-sided);
- (b) 1 fully editable electronic version (e.g., Word and/or InDesign; an alternative software format may be proposed with City staff concurrence), directed to rowens@bozeman.net; AND
- (c) 1 PDF version of the complete final Design Guidelines.

# City of Bozeman Entryway Corridor Design Guidelines Update

Revised Project Schedule - 06/14/16

PHASE	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>PHASE 1: DISCOVERY</b>		[Orange Bar]					
Tech Memo 1: Summary of existing plans & documents				○			
Tech Memo 2: Assessment of 2005 Design Guidelines		○					
Tech Memo 3: Public Engagement Plan (PEP)		○					
<b>PHASE 2: DESIGN &amp; COLLABORATION</b>		[Orange Bar]					
Tech Memo 4: Summary of public engagement events				○			
Tech Memo 5: Draft of recommendations					○		
<b>PHASE 3: DELIVERY</b>				[Orange Bar]			
Public Draft for Review document				[Light Orange Bar]		○	
Final Draft of Plan document						[Light Orange Bar]	○ Nov. 30
<b>Project Coordination and Management</b>		●	●	●	●	●	
<b>Public Engagement</b>			●	● ▲		●	
		W →					

○ Deliverable   ● Coordination Meetings with City   ● Open House   ▲ PDAC Design Workshops   W Website Update