

Contract for Professional Architectural and Engineering Services

Project: ZIMMERMAN TRAIL ALIGNMENT ANALYSIS

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

Part I, consisting of 6 Sections of Special Provisions;

Part II, consisting of 4 Sections of General Provisions;

Appendix A consisting of 12 pages and Supporting Documentation (Basic Services of Contractor);

Appendix B consisting of 1 pages (Methods and Times of Payment);

Appendix C consisting of 1 pages (Additional Services of Contractor);

Appendix D consisting of 1 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of 1 pages (Certificate(s) of Insurance); and

PART I SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Engineer of the Engineering Division of the Public Works Department or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means HDR Engineering, Inc.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Contractor shall provide as-built drawings on mylar and in digital format, 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 are received by the City of Billings.

- 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 December 31, 2010.

Section 4. Compensation; Method of Payment.

- A. Subject to the contractor's satisfactory performance, the City of Billings shall pay the contractor two hundred forty five thousand, seven hundred seventy eight dollars (\$245,778.00) in accordance with this Section and Appendix B.
- B. 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.

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

- A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation

allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.

- B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination, less any damages suffered by Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.
- C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
- F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
- G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
 - 1. Workers' compensation and employer's liability coverage as required by Montana law.
 - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
 - 3. Commercial automobile liability -- \$1,500,000 per accident.
 - 4. Professional liability in the amount of \$1,500,000 per claim.
- C. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

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

Section 10. Notices.

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

Billings: Vern Heisler, P.E.
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59105

e-mail: heislerv@ci.billings.mt.us
FAX: (406) 237-6291

Contractor: Mark J. Burch
HDR Engineering, Inc.
626 Columbia Street NW Suite 2A
Olympia, WA 98501-1099 e-mail: mark.burch@hdrinc.com
FAX: (360) 570-7253

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

**PART II
GENERAL CONTRACT PROVISIONS**

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
- E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

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 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: Vice President

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 indemnify, defend, save, and hold Billings harmless from any and all claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, arising from any wrongful or negligent act, error or omission of the Contractor or any agent, employee or subcontractor as a result of the Contractor's or any subcontractor's performance pursuant to this Contract.

- A. The Contractor shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
- B. Where claims, lawsuits or liability, including attorneys' fees and costs to the extent arise from wrongful or negligent act of both Billings and the Contractor, the Contractor shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which to the extent result from the Contractor's or any subcontractor's wrongful or negligent acts occurring as a result from the Contractor'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

Contractor

City Council or Designee

Date: _____

Name: Amanda B. McInnis
Title: Vice President
Date: _____

ATTEST:

IRS Tax ID # 47-0680568

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____
BRENT BROOKS, City Attorney

STATE OF MONTANA)
)
) :ss.
COUNTY OF MISSOULA)

On this ____ day of _____, 2010, 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 Missoula, Montana
My Commission Expires: _____

Note: Final contract documents will require the Contractor's signature to be notarized.

Appendix A

Basic Services of Consultant

Section 1. Consultant's Rights and Duties.

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Consultant'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 Consultant 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. Consultant'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 Consultant 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 Consultant. Reports will be submitted in a timely manner to permit prompt resolution of problems.

- J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the Contractor. A signed Consultant's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.
- K. Name a Task Director who shall be the liaison between Billings and the Consultant. For this project, the Task Director designated for the Consultant is Mark Burch.

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 Consultant and Billings. For this project, the Task Director designated is Debi Meling, PE, City Engineer.

Section 3. Scope of Work.

I. Introduction

During the term of this AGREEMENT, HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Billings (CITY) in association with the Zimmerman Trail improvement project. This document shall be used to plan, conduct, and complete the work on the project.

The work under this AGREEMENT consists of developing conceptual plans for three possible options for the improvement of Zimmerman Trail. These options shall consist of implementing minor roadway improvements to the existing roadway; rebuilding the roadway to meet urban minor arterial standards; or constructing a tunnel through the Rimrocks to connect to State Highway 3 and utilizing the existing roadway to become a bike and pedestrian trail facility. This work will include providing surveying and geotechnical investigative services, in addition to conducting a tunneling analysis and value benefit assessment of the alternatives to identify a preferred option for improvement of the Zimmerman Trail corridor between Rimrock Road and State Highway 3.

II. General Project Information

The CITY desires to evaluate three options for improvement of the Zimmerman Trail corridor between Rimrock Road and State Highway 3. Zimmerman Trail is a historic sheep trail that has developed over the years as one of the few urban minor arterial roadways that descend from above the rim down into the City of Billings. The CITY procured funds a number of years ago for improving Zimmerman Trail and is moving forward with plans for improvement of the corridor.

During the term of this AGREEMENT, HDR Engineering, Inc. (CONSULTANT) together with Gall Zeidler Consultants (SUBCONSULTANT), Morrison-Maierle, Inc (SUBCONSULTANT), and Terracon Consultants (SUBCONSULTANT) shall perform professional services for the CITY in connection with the Zimmerman Trail – Alignment Analysis project. Work items include:

- Project Management
- Development of a Purpose and Need Statement
- Background Data Collection
- Public Involvement Support
- Surveying
- Geologic – Geotechnical Study
- Roadway Alignment Analysis
- Tunnel Considerations
- Planning Level Engineer's Estimate of Probable Construction Cost
- Value Benefit Assessment

The CONSULTANT will perform the work tasks identified in Section IV of this document. The work authorized is limited to this agreement. Work on subsequent phases may be authorized by supplement to this AGREEMENT, after negotiation of scope and budget.

III. Design Criteria

The CITY will designate the basic premises and criteria for plan development. Contract documents and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following publications as of the date of the signing of this AGREEMENT. Modification of plans required due to changes in design standards or requirements after work has begun may result in Extra Work.

Measurements will be in English units:

- Design Standard: City of Billings/Montana Public Works Standard Specifications (MPWSS)
- Horizontal Datum: NAD 83 (99) Montana State Plane coordinates (GPS survey)
- Vertical Datum: NAVD 88 (GPS survey)

Design Standards Publications:

- City of Billings Standard Modifications to the MPWSS, 5th Edition, dated March 1, 2006
- City of Billings Stormwater Management Manual, 6th Ed., February 2003
- City of Billings Design Standards for Bikeways & Trails – May 2004
- MPWSS, 5th Ed., March 2003
- AASHTO Policy on Geometric Design of Highways and Streets (“Green Book”), 2004
- AASHTO Guide for the Development of Bicycle Facilities, 1999
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, July 2004
- American With Disabilities Act (ADA)
- Manual of Uniform Traffic Control Devices (MUTCD), 2009 Edition
- National Fire Protection Association (NFPA 502)
- Highway Capacity Manual 2000
- Montana Department of Transportation (MDT) Traffic Engineering Manual
- MDT Road Design Manual

IV. Detailed Scope of Services

A. Tunneling and Alignment Analysis

TASK 1: Administration - Project Management

The purpose of this activity is to provide overall direction and control for the project. The CONSULTANT's project manager shall be responsible for administering the communication plan, including creation and updates of the project schedule, implementation of quality control measures, project reporting, project documentation, and overall performance of the project. Activities will include the following:

Task 1.1 – Project Reporting/Project Management

The CONSULTANT shall administer the project and coordinate with the CITY to facilitate efficient progress and timely completion. Elements of work included in this task include:

- Develop HDR Project Guide and QA/QC Plan
- Manage project activities, sub-consultant agreements, project budget and schedule
- Perform management reviews
- Prepare and submit monthly invoice/progress report to CITY Project Manager

Task 1.2 – Meetings

The CONSULTANT project manager, in addition to attending specific meetings as described in other tasks, shall attend the following meetings:

<u>Meetings</u>	<u>Purpose/Frequency</u>	<u>Preparation/Documentation</u>
Project Kick off Meeting – with CITY/CONSULTANT project team	Initial meeting to discuss project goals; expectations; strategies; and identify data needs for CONSULTANT core team	Prepare agenda, meeting minutes, summarize action items, strategies, and decisions made
CITY/CONSULTANT meetings	To update CITY Task Manager on status and progress of project	Prepare agenda, meeting minutes, summarize action items, strategies, and decisions made
CONSULTANT internal team meetings	Coordinate team’s progress/effort, status of deliverables	Prepare agenda, summarize decisions made, and assign tasks/action items

Assumptions:

It is assumed that this project will be 6 months in duration.

Project Kickoff Meeting: Assumes one – two hour meeting with CITY staff. The kick-off meeting shall be attended by two CONSULTANT staff and one representative from each Sub-Consultant firm.

CITY/CONSULTANT Meetings: Assumes a total of 12 ~1-hour long meetings and be attended by two CONSULTANT Staff. Four of these meetings will be face-to-face meetings with CITY staff.

Face-to-face meetings will be held on days requiring out of town CONSULTANT staff to otherwise be present in Billings. It is assumed that these meetings will be held on dates required for the Kickoff Meeting, Open House/Public Meetings, and Alternative Alignment Screening meeting.

CONSULTANT/Internal Meetings: Assumes 12 – one hour team meetings during the duration of the project. Meetings will be conducted every two weeks during the duration of the project.

The Kickoff Meeting and CITY/CONSULTANT face-to-face meetings will be held at the City of Billings, Public Works offices. All other CITY/CONSULTANT meetings will be conference call meetings.

Task 1 Deliverables:

- Project Management
- Meeting minutes/agendas (one copy each meeting)
- Project schedule
- Progress reports/invoices (one per month)
- QA/QC plan

TASK 2: Purpose and Need

There are no tasks in this scope of work for developing a “Purpose and Need” statement for plan development for improvement of the Zimmerman Trail corridor at this time. Additional services for this developing a “Purpose and Need” statement for the project will be discussed at a later date with the CITY and added as supplemental work as necessary.

TASK 3: Background Data Collection

The purpose of this activity is to collect all existing available documents related to the Zimmerman Trail corridor to support development of this project and identify areas where additional research, environmental documentation, data, and mapping are needed for project development.

Task 3.1 – Project Resources

CONSULTANT shall collect and review all available CITY documentation and/or resources for use in development of the project. It is assumed that the following data is readily available from the CITY:

- GIS
- Aerial photography
- Existing Traffic Data

The CONSULTANT in conjunction with this project will derive the following data:

- Limited level of Topographic and reconnaissance survey data collection
- Limited level of Geological and Geotechnical Investigation

More thorough and in depth survey data collection and geotechnical investigation will be required for the project to support the preliminary and final design phase of development for improvement of the Zimmerman Trail corridor.

TASK 4: Public Involvement Support

There are no tasks in this scope of work for Public Involvement Support for this phase of development for improvement of the Zimmerman Trail corridor. Additional services for providing Public Involvement Support will be discussed at a later date with the CITY and added as supplemental work as necessary.

TASK 5: Surveying Services

This task shall consist of providing monumentation control points, topographic information, and associated fieldwork for use in development of conceptual plans, exhibits, and details for evaluating tunnel and alternative alignments for Zimmerman Trail improvements.

Survey services shall be provided by the CONSULTANT's SUB-CONSULTANT Morrison-Maierle Inc. A detailed scope of services for this work is attached to this document.

Assumptions:

The survey data collected for this project has been limited in scope to address the alignment alternatives being considered for the project. A more detailed survey may be required for the project once a preferred alignment has been approved by the CITY for improvement of the Zimmerman Trail corridor.

5.1 Survey Base Map Review

CONSULTANT shall review the SUB-CONSULTANT Base Map for accuracy/consistency for development of exhibits, alignments, and cost estimates developed for the project.

TASK 6: Geological and Geotechnical Study

This task shall consist of providing services for collecting geologic - geotechnical data for use in assessing tunnel design(s) to support evaluation of a tunnel component considered as part of the alignment analysis for improvement of Zimmerman Trail corridor.

Geologic and Geotechnical study services shall be provided by the CONSULTANT's, SUB-CONSULTANT Terracon Consultants. A detailed scope of services for this work is attached to this document.

Assumptions:

The geological and geotechnical investigation being derived for this project has been limited in scope to address the alignment alternatives being considered for the project. A more detailed geological and geotechnical investigation will be required for the project once a preferred alignment has been approved by the CITY for improvement of the Zimmerman Trail corridor.

6.1 Draft Geotechnical Report Review

CONSULTANT and SUB-CONSULTANT – Gall Zeidler- shall review the draft geotechnical report for the project for use in development of tunnel design, drawings, and exhibits for evaluation of the project.

Task 6 Deliverables:

- Draft Geotechnical Report

TASK 7: Roadway Alignment Analysis

This task shall consist of refining or expanding upon the conceptual tunnel and roadway alignments developed for the CITY as part of the Preliminary Feasibility Assessment completed in September 2009.

7.1 Horizontal and Vertical Alignments

This task will re-evaluate both the horizontal and vertical alignments of the three tunnel options described in the September 2009 - Preliminary Feasibility Assessment to identify other possible alignment geometrics that support implementation of a tunneling component.

This task will also re-evaluate the full-build and limited re-construction options considered for improvement of the existing Zimmerman Trail roadway.

Conceptual level plans/exhibits will be developed to illustrate the tunnel, limited reconstruction, and full build options being considered for improvement of the Zimmerman Trail corridor.

Assumptions:

- Alignments shall meet Montana Department of Transportation criteria for Urban Minor Arterials
- Alignments shall be developed considering geometrics meeting AASHTO – Low Speed Urban Design guidelines
- Conceptual plans/exhibits shall be used for evaluation in Task 10 – Value Benefit Assessment

- The conceptual plans/exhibits shall be developed using the limited survey data derived for the project and GIS by overlaying an alignment footprint over an aerial photograph

7.2 Typical Sections

This task will consist of developing typical roadway sections for improvement of existing Zimmerman Trail and that portion of Zimmerman Trail leading up to and out of the tunnel portals established in conjunction with Task 8.

Typical tunnel roadway sections will be developed under Task 8 – Tunnel Considerations.

Assumptions:

- Zimmerman Trail – Full Build – 2-Northbound Lanes, 1-Southbound Lane, with 10 foot shared Pedestrian/Bicycle facility
- Zimmerman Trail – Limited roadway reconstruction to include adding one 1200 linear foot northbound lane and horizontal curve reconstruction to meet design speed criteria
- Tunnel Options – 1 lane each direction with 10-foot outside shoulder; 4-foot inside shoulder with solid wall separation with emergency egress escape doors at intermittent locations inside tunnel.

7.3 Design Assumptions Technical Memorandum

This task will consist of developing a Design Assumptions Technical Memorandum that identifies the specific design decisions and design deviations considered for improvement of the Zimmerman Trail project.

The Design Assumptions Technical Memorandum will be developed to follow MDT Design Exception Report format.

Task 7 Deliverables:

- Horizontal and Vertical Alignment Layouts
- Typical Road Sections
- Design Assumptions Technical Memorandum
 - Draft Design Assumptions Technical Memorandum
 - Final Design Assumptions Technical Memorandum

TASK 8: TUNNEL CONSIDERATIONS

This task shall consist of the SUB-CONSULTANT Gail Zeidler (GZ) incorporating tunneling components into development of alignments being evaluated in Task 7 – Roadway Alignment Analysis.

A detailed scope of services for this work is attached to this document.

TASK 9: Planning Level Engineer Estimates of Probable Construction Costs

The purpose of this activity is to refine and/or expand upon the conceptual tunnel and roadway alignments developed as part of the Preliminary Feasibility Assessment completed for the project in September 2009. Refined or expanded cost estimates will include estimated square foot costs for right-of-way acquisition if warranted, tunnel and structures. Other costs will be estimated based off of recent CITY and MDT construction bids tabulations.

Assumptions:

In providing opinions of probable cost for the project, the CONSULTANT shall have no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate PROJECT cost or schedule. HDR therefore will not warranty that the actual PROJECT costs will not vary from HDR's opinions, analyses, projections, or estimates. Cost estimates will be based on existing unit bid prices for applicable construction items.

- Probable construction cost estimates for one – tunnel alternative alignment
- Probable construction cost estimate for limited reconstruction of Zimmerman Trail
- Probable construction cost estimate for Full Build – Zimmerman Trail

Task 9 Deliverables:

- One - tunnel alternative alignment – cost estimate
- Zimmerman Trail – limited reconstruction – cost estimate
- Zimmerman Trail - Full Build – cost estimate

TASK 10: Value Benefit Assessment

The purpose of this activity is to evaluate each viable alternative alignment developed in Task 7 through a screening process to provide supporting documentation for the CITY's use in making a decision for improvement of the Zimmerman Trail corridor.

Task 10.1 – Develop Screening Matrix

Task 10.1.2 – Technical Advisory Committee Coordination

Project development will require coordination with a project technical advisory committee. All coordination shall be conducted through the CITY project manager.

Assumptions:

The CONSULTANT assumes that the CITY will establish a technical advisory committee to assist in screening the alignment alternatives being evaluated for improvement of the Zimmerman Trail corridor.

Suggested technical advisory committee participants are as follows:

Montana Department of Transportation
Federal Highway Administration
Police
Fire Department
CITY Public Works Staff

The Technical Advisory Committee will assist in identifying the performance attributes expected in order to evaluate the corridor, assign a performance scale for each of the attributes, and participate in the screening process.

The screening process will be attended by two CONSULTANT staff.

Task 10.2 – Alternative Alignment Screening

The alternative alignment screening process will be more quantitative and evaluated by the CONSULTANT, CITY, and technical advisory committee. The alternatives to be evaluated will include the tunnel alternative, horizontal curve – reconstruction alternative, and full build alternative for improvement of the Zimmerman Trail corridor.

Criteria to be considered shall be as follows:

- Cost
- Traffic (Level of Service)
- Operations and Safety
- Aesthetics
- Right-of-way and Socio-Economic impacts

The Screening process shall include:

- A presentation of three viable alternative alignments to the Technical Advisory Committee
- Identifying performance attributes for evaluating each alignment
- Assigning a value (scale) for which each attribute is to be measured
- Identifying the alignment that provides the best value/benefit to the CITY for improvement of the Zimmerman Trail corridor between Rimrock Road and State Highway 3.

The CONSULTANT shall develop a draft and final alternative alignment screening technical memorandum that documents the process, the alternatives reviewed, and identifies which of the alternative alignments provide the best value/benefit for improvement of the Zimmerman Trail corridor.

Assumptions:

- Conceptual Schematic design work will be done to develop each alternative for screening evaluation in Task 7 and 8.
- No environmental field work will be conducted on alternatives prior to screening evaluation.
- The screening process shall be attended by CONSULTANT, CITY, and Technical Advisory Committee members.
- The CONSULTANT assumes one meeting for completing the screening process.

- The screened alternatives will be presented to the public at an Open House-Public Meeting as described in Task 4.

Meetings:

- One four-hour screening meeting. The meeting shall be attended by two CONSULTANT staff, one Sub-Consultant (Gall Zeidler) staff, the CITY, and select Technical Advisory Committee members.

Task 10 Deliverables:

- Alternative Alignment Screening
- Alternative Alignment Screening Technical Memorandum
 - Draft Alternative Alignment Screening Technical Memorandum
 - Final Alternative Alignment Screening Technical Memorandum

TASK 11: Zimmerman Trail Scope/Budget Development

Costs

There are no tasks in this scope of work for developing a scope and budget for providing services for moving the preferred alternative forward into the preliminary and final design phase of plan development for improvement of the Zimmerman Trail corridor. Additional services for this work will be discussed at a later date with the CITY and added as supplemental work as necessary.



ENGINEERS
SURVEYORS
PLANNERS
SCIENTISTS

315 NORTH 25TH STREET, SUITE 102 • BILLINGS, MT 59101
OFFICE: 406-656-6000 • FAX: 406-237-1201 • www.m-m.net

Zimmerman Trail – Preliminary Alternatives Analysis Preliminary Line and Grade Survey

Scope of Services:

Task 5: Surveying Services

Project Control: Horizontal control will be NAD 83 Montana State Plane Coordinates and Vertical control will be NAVD 88 elevations.

Primary control will be established by a minimally constrained GPS Static Survey. Secondary control will be established by Conventional Survey closed traverse.

The object is to provide a minimal detail topographic survey to be able to perform a preliminary alternatives analysis for Zimmerman Trail improvement options.

The critical points to be located are:

- Top of rims.
- Bottom of vertical face of rims
- Toe of the slope above the roadway
- The roadway pavement width, line and grade
- Concrete drainage structure
- Top and toe of the bottom slope.
- 1600 feet of topo at the intersection of Highway 3 and Zimmerman trail.
- Three intersecting streets and the intersection of Zimmerman trail and Rimrock road,
- Field topo/locate geotechnical boring locations
- See attached exhibit

Safety is of great concern for both the Survey team and the traffic on the roadway. Therefore the bottom of the vertical rims will be located by remote reflectorless distance measurement from a Leica Robotic total station.

GPS RTK will be used where applicable.

Total station will be used to locate the roadway and cross streets where paved and concrete surfaces appear.

This survey is not intended meet MDT Standards.

Auto CADD Drawing will be provided to HDR.



April 6, 2010

HDR Engineering, Inc.
2913 Millennium Circle
Billings, Montana 59102

Attn: Mr. Geoff Parkins, P.E.
Highway Business Class Manager

Re: Proposal for Geological and Geotechnical Services
Preliminary Zimmerman Trail Tunnel Analysis
Billings, Montana
Terracon Proposal No. D2610075R1

Dear Mr. Parkins:

Terracon Consultants, Inc. (Terracon) is pleased to submit this revised proposal for providing geological and geotechnical services for the above-referenced project. This proposal includes an outline of the project information and our proposed scope of services, fee, and schedule.

A. PROJECT INFORMATION

Based on the information provided, the proposed project consists of the construction of a new tunnel extending from Zimmerman Trail near the base of the rimrocks to the interchange at Highway 3 in Billings, Montana. At this time, the length and size of the tunnel has not been provided. Preliminary geological and geotechnical information has been requested for the development of general tunneling requirements.

B. SCOPE OF SERVICES

The purpose of the geological and geotechnical services will be to evaluate the subsurface soil and bedrock conditions, and to provide preliminary information regarding the feasibility of the proposed tunnel. The services to be provided by Terracon are summarized in the following paragraphs.

Existing Data Review – Terracon has recently completed a rock fall analysis for the City of Billings near the project site which included pertinent information of the site geology. Terracon will incorporate this information into the preliminary tunnel report along with our knowledge and experience with past projects in and around the area.

Terracon Consultants, Inc. 2110 Overland Avenue, Suite 124 Billings, Montana 59102
P. [406] 656 3072 F. [406] 656 3578 terracon.com

Geotechnical ■ Environmental ■ Construction Materials ■ Facilities

Field Review and Geologic Mapping – A site reconnaissance will be performed at the project site by a Terracon engineering geologist or geotechnical engineer. Terracon will map the existing geology of the project area paying particular attention to the extent and condition of the bedrock outcrops. The geology and geologic structure of the existing bedrock units will be mapped and documented.

Geotechnical Borings - As requested, a total of two (2) geotechnical borings will be drilled/cored to approximate depths of 350 feet below existing grades along the proposed tunnel alignment. The borings are to be drilled at least 10 feet outside of the proposed alignment. We anticipate the upper 10 to 20 feet of each boring will be drilled with hollow-stem augers and the remaining depths will be cored with HQ wire-line coring techniques. We understand HDR will assist in determining the location of the borings once information on the alignment is provided.

During drilling/coring, samples will be collected at appropriate intervals for the project requirements and subsurface conditions encountered. Once the samples have been collected and classified in the field, they will be prepared and placed in appropriate sample containers for transport to our laboratory. Once drilling is complete, the borings will be backfilled with grout to prevent surface water and/or perched water to infiltrate deeper geologic layers. Excess auger cuttings would be disposed of on the site.

All samples retrieved during the field exploration will be evaluated and classified in accordance with the Unified Soil Classification System. Competent bedrock will be cored and the quality of the bedrock estimated by measuring core recovery and using a Rock Quality Designation (RQD). The RQD is a modified core recovery percentage in which the lengths of all pieces of sound core over four inches are summed and divided by the length of the core run. The RQD is an index of rock quality in that problematic rock that is highly weathered, soft, fractured, sheared, and jointed typically yields lower RQD values. Samples of bedrock will be classified in accordance with our general Bedrock Classification notes, and hardness and fracturing of the bedrock will be classified according to guidelines presented in the US Bureau of Reclamation Engineering Geology Manual.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond grouting our bore holes. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Laboratory Testing – The samples will be tested to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and/or geologist. At this time, a limited laboratory testing program consisting of moisture content (10), unit weight (10), sieve analysis (3), Atterberg Limits (3), and unconfined compression (10) is proposed.

Engineering Analysis and Report – The results of our field and laboratory programs will be evaluated by a Professional Geotechnical Engineer licensed in the State of Montana. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- Interpretation of boring and test results
- Preliminary information regarding tunneling feasibility and difficulty

Schedule - We can generally begin the field exploration program within about one to two weeks after receipt of written authorization to proceed, if site and weather conditions permit. We estimate the field work will take approximately two to three weeks to complete. Laboratory testing is expected to be completed in one week. We estimate the final geotechnical report can be completed within about two to three weeks after the lab work is completed. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

C. COMPENSATION

For the scope of geotechnical services outlined in this proposal that includes drilling, laboratory testing, and an engineering report, the lump sum total fee would be \$54,000.00.

The fee for this project assumes a single drill rig mobilization to the site and assumes the boring locations are accessible to Terracon's two-wheel drive, truck-mounted drill rig. In the event the work locations are not accessible, costs incurred for tow trucks and/or remobilizations will be billed to the client.

Should conditions be encountered which require additional services, we will contact you prior to initiating such work, discuss the situation, and negotiate additional costs beyond those proposed herein. We will not proceed without your written authorization. We will provide you with minimum bi-weekly cost updates and invoicing.

D. AUTHORIZATION

We understand you will provide your standard agreement to cover these services. This proposal is valid only if authorized within sixty (60) days from the listed proposal date.

Proposal for Geological and Geotechnical Services
Preliminary Zimmerman Trail Tunnel Analysis ■ Billings, Montana
April 6, 2010 ■ Terracon Proposal No. D2610075R1

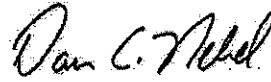
Terracon

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,
Terracon Consultants, Inc.



Matt Geering, P.E.
Geotechnical Engineer



Dan Nebel, P.G.
Principal

8 TUNNEL CONSIDERATIONS

8.1 Alignment

8.1.1 Alignment study

A conceptual and preliminary stage Alignment Study will be produced. This study will address grade requirements, tie-in requirements, portal locations etc.

- Conceptual Stage: Development of an alignment based on morphology and best-fit of requirements (approximately 3 alignments).
- Preliminary Stage: Confirmation or adjustment of alignment based on Geological & Geotechnical Study; Narrowing down to 1 alignment option.

8.1.2 Services provided by GZ

GZ will provide input to the alignment studies and discussions from the tunneling standpoint. This includes general requirements by Authorities and Codes (e.g. NFPA, AASHTO, FHWA, DOT). It also includes discussion of tunnel construction methods, waterproofing, lining, egress and access means based on requirements.

8.2 Geological and Geotechnical Study

8.2.1 Geological Settings

The following are suggested activities to understand the geological settings in the project area:

- Visit potential portal locations to assess geological conditions at the surface (after selection of alignment);
- Review available geological information on the area;
- 2 core borings to assess the geological layering system, jointing, weathering and condition of rock mass in relation to depth below ground surface;
- Boring locations to be determined based on the results alignment study;
- All borings must be accompanied by groundwater table monitoring during boring;
- The borings shall not be located directly on the potential tunnel alignment, but at least 10' outside the potential footprint of the tunnel;
- All borings shall be backfilled with grout such to prevent surface water or perched water to penetrate deeper geological layers;

8.2.2 Geotechnical Study and Testing

Summary of geological/geotechnical findings from borings, portal site visit and literature;

8.2.3 Services provided by GZ

- Portal site visit;
- Borings and Testing:
 - Development of outline boring program;
 - Tunneling related interpretation of borings, literature and site visit;

8.3 Tunneling Related Preliminary Design Drawings

8.3.1 Directly Related to Mined Tunneling

Preliminary Design Drawings will be produced providing information on tunneling related issues as summarized below. Electrical and mechanical, operational, cut-and-cover and approach aspects are not covered and it is anticipated that these will be developed by HDR):

- Typical cross section, including standard cross section and niche section estimated 1 drawings (DWGs);
- Typical excavation and support sequence (cross sectional view); estimated 1 DWGs;
- Typical details; estimated 1 DWG;

8.3.2 Services provided by GZ

- GZ will provide all under 8.3.1 listed drawings;

8.4 Conceptual Tunnel Design Report

8.4.1 Contents

The list below shall summarize the expected contents of the report, but shall not be viewed as exhaustive:

- Purpose of report;
- Summary of basic geological and geotechnical data;
- Summary of tunnel construction related aspects (construction method, excavation method, support etc);
- Recommendations for waterproofing;
- Recommendations for final tunnel lining;
- Recommendations for tunnel ventilation;

8.4.2 Services provided by GZ

- GZ will generate the report indicated in 8.4.1;

8.5 Coordination Meetings and site visit

It is expected that attendance of GZ personnel will be required during the Conceptual Design development.

8.5.1 Attendance Estimate

The following meeting attendance is estimated:

- 2 - coordination meetings in Billings, MT, meetings to be attended by one GZ staff member;
- 1 - site visit for Geologist

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

Partial payment shall be made to the Consultant upon receipt of the Consultant's pay estimate, said estimate being proportioned to the work completed by the Consultant. Billings shall deduct ten percent (10%) 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 Consultant shall be paid based upon actual time accrued, but not to exceed \$245,778.00.
- 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 a negotiated price.

Section 3. Corrections.

Costs of Billings work that is required for corrections to the Consultant's work which requires redoing by Billings shall be deducted from any payments due the Consultant, if the Consultant 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 Consultant's costs have increased for all comparable clients.

Appendix C

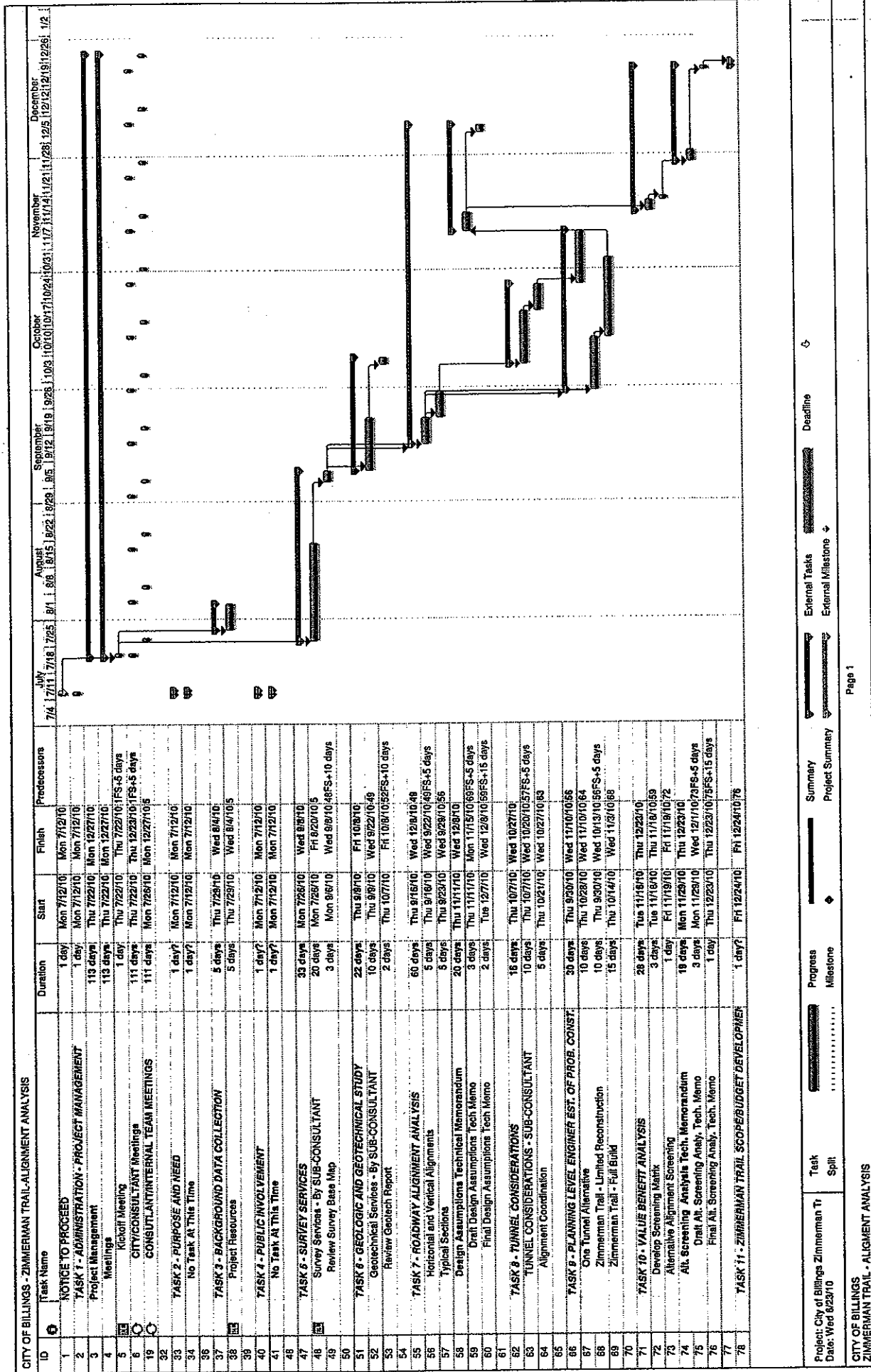
Additional Services of Consultant

Extra Services of the Consultant 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.
- C. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond CONSULTANT's control.
- D. Services required as a result of OWNER's providing incomplete or incorrect Project information .
- E. Providing renderings or models for OWNER's use.
- F. Furnishing services of CONSULTANT's Consultants for other than Basic Services.
- G. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- H. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
- I. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.

Schedule of Professional Fees

CITY OF BILLINGS											
ZIMMERMAN TRAIL - ALIGNMENT ANALYSIS											
SCHEDULE OF PROFESSIONAL FEES											
TASK - DESCRIPTION	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10					
Total Budget											
TASK 1-Project Management	\$867	\$4,767	\$4,767	\$4,767	\$4,767	\$1,734					
TASK 2-Purpose and Need	\$0	\$0	\$0	\$0	\$0	\$0					
TASK 3-Background Data Collection	\$492	\$492									
TASK 4-Public Involvement	\$0										
TASK 5-Survey Service	\$2,463	\$21,062	\$1,109								
TASK 6-Geologic & Geotechnic Report	\$54,966		\$43,973	\$10,993							
TASK 7-Roadway Alignment Analysis	\$24,748		\$18,561		\$3,712	\$2,475					
TASK 8-Tunnel Consideration	\$62,260			\$62,260							
TASK 9-Planning Level Engineer	\$28,726			\$18,672	\$10,054						
TASK 10-Value Benefit Analysis	\$20,875				\$19,831	\$1,044					
TASK 11-Zimmerman Trail Scope/Budget Development	\$0	\$0	\$0	\$0	\$0	\$0					
submarkup (5%)	\$277	\$1,522	\$1,522	\$1,522	\$1,522	\$553					
TOTAL COST	\$4,098	\$27,842	\$69,931	\$98,214	\$39,886	\$5,805					



Project: City of Billings Zimmerman Trail
 Date: Wed 8/23/10

Task: Zimmerman Trail - Full Build

Progress: Milestone

Summary: Project Summary

External Tasks: [None]

External Milestone: [None]

Deadline: [None]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2011

5/25/2010

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
13147 HDR ENGINEERING, INC.
ATTN: LOUIS J. PACHMAN
8404 INDIAN HILLS DRIVE
OMAHA, NE 68114-4049
BELLEVUE/CYNTHIA RAMOLD

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	19682
INSURER B: St. Paul Fire and Marine Insurance Co	24767
INSURER C: New Hampshire Insurance Company	23841
INSURER D: Insurance Company of the State of PA	19429
INSURER E: Zurich American Insurance Company	16535

COVERAGES HDRIN01 SA

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	37CSEQU0950	6/1/2010	6/1/2011	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/PO/AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	37CSEQU0951 (AOS) 37CSEQU0952 (HI)	6/1/2010	6/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
A				6/1/2010	6/1/2011	BODILY INJURY (Per person)	\$ XXXXXXXX
						BODILY INJURY (Per accident)	\$ XXXXXXXX
						PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX
						OTHER THAN AUTO ONLY: EA ACC	\$ XXXXXXXX
						AGG	\$ XXXXXXXX
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	QK08000912 (EXCLUDES PROF. LIAB)	6/1/2010	6/1/2011	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$ XXXXXXXX
							\$ XXXXXXXX
							\$ XXXXXXXX
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	3621195 (AOS) 3621196 (CA)	6/1/2010	7/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
D		Y/N <input checked="" type="checkbox"/> N		6/1/2010	7/1/2011	E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E		OTHER ARCHS & ENGS PROFESSIONAL LIABILITY	EOC9260026-03	6/1/2010	6/1/2011	PER CLAIM: \$2,000,000. AGG:	\$2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: CLIENT #000194; ALL PROJECTS. CITY OF BILLINGS, ITS OFFICIALS, OFFICERS, EMPLOYEES & AGENTS ARE NAMED AS ADDITIONAL INSURED AS RESPECTS GENERAL & AUTOMOBILE LIABILITY, AS PER WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES.

CERTIFICATE HOLDER

2824447
CITY OF BILLINGS
PUBLIC WORKS DEPARTMENT
ATTN: DAVE MUMFORD
2224 MONTANA AVE
2ND FLOOR
BILLINGS MT 59101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDORSE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE A WAIVER OF LIABILITY OF ANY KIND BY THE INSURER OR ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

David J. Foster

ACORD 25 (2009/01)

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