

Contract for Professional Engineering Services

City of Billings W.O. 12-01: 2012 Water & Sanitary Sewer Rehabilitation – Schedule 2

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

Appendix A consisting of 7 pages (Basic Services of Engineer);

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

Appendix C consisting of 1 page (Additional Services of Engineer);

Appendix D consisting of 3 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule); and

Appendix F consisting of 4 pages (Certificate(s) of Insurance).

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. "Engineer" means DOWL HKM.

Section 2. Scope of Services.

- A. The Engineer 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 Engineer 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 Engineer may provide, at its own expense, any other services that are consistent with this Contract.

- D. The Engineer shall provide two (2) sets of as-built drawings on full size paper 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 Engineer 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 Engineer 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, 2013.

Section 4. Compensation; Method of Payment.

- A. Subject to the Engineer's satisfactory performance, Billings shall pay the Engineer no more than six hundred and eight thousand dollars (\$608,000.00) in accordance with this Section.
- B. The Engineer is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Engineer shall have paid all City taxes currently due and owing by the Engineer.

Section 5. Termination of the Engineer's Services.

The Engineer'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 Engineer 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 Engineer's services for convenience, Billings shall pay the Engineer 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 Engineer shall become the property of Billings.
- B. If the Engineer's services are terminated for cause, Billings shall pay the Engineer the reasonable value of the services satisfactorily rendered prior to termination,

less any damages suffered by Billings because of the Engineer'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 Engineer under this Contract shall become the property of Billings at its option.

- C. If the Engineer 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 Engineer shall not be entitled to any compensation under this Section until the Engineer has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Engineer's services are terminated for whatever reason the Engineer 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 Engineer'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 Engineer'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 Engineer shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Engineer shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Engineer 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 occurrence.
- 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 Engineer 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 Engineer 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 Engineer 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. Engineer shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Engineer shall have the right to include photographic or artistic representations of the design and construction of the Project among the Engineer's promotional and professional materials. The Engineer's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Engineer in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Engineer 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 Engineer 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 Engineer's or subconsultant's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings:	Debi Meling, City Engineer City of Billings Public Works Department 2224 Montana Avenue Billings, Montana 59101	FAX: (406) 237-6291 / PH: (406) 657-3097
Engineer:	DOWL HKM Karen B. Fagg, Vice President 222 North 32nd Street, Suite 700 Billings, Montana 59101	FAX: (406) 656-6398 / PH: (406) 656-6399

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 Engineer 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 Engineer 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 Engineer'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 Engineer;
- 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 Engineer agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Billings.

Section 15. Subcontracts.

The Engineer 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 Engineer delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by the Engineer.
- C. Every subcontract in an amount exceeding \$1,000 shall require reasonable access to business records of the subconsultant relating to the purchase of goods or services pursuant to the subcontract.

**PART II
GENERAL CONTRACT PROVISIONS**

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

- A. The Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Engineer 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 subconsultant or vendor of the Engineer under this Contract.
- E. The Engineer shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

Section 3. Permits, Laws, and Taxes.

The Engineer 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 Engineer under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Engineer 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:

Engineer: Karen B. Fagg, Vice President
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The Engineer 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 Engineer or any agent, employee or subconsultant as a result of the Engineer's or any subconsultant's performance pursuant to this Contract.

- A. The Engineer 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 arise from wrongful or negligent act of both Billings and the Engineer, the Engineer 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 result from the Engineer's or any subconsultant's wrongful or negligent acts occurring as a result from the Engineer's performance pursuant to this Contract.

Section 10. Inspection and Retention of Records.

The Engineer 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 Engineer is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Engineer 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 Engineer 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 Engineer 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

Engineer – DOWL HKM

City Council or Designee

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

IRS Tax ID # _____

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

STATE OF MONTANA)
 :ss.
COUNTY OF YELLOWSTONE)

On this ____ day of _____, 2004, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

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

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

Note: Final contract documents will require the Engineer’s signature to be notarized.

Appendix A

Basic Services of Engineer

Section 1. Engineer's Rights and Duties.

1. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Engineer's portion of the project as defined in the scope of work and to prepare and deliver to Billings all plans, specifications, bid documents, and other material as designated herein.
2. 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.
3. Prepare and present such information as may be pertinent and necessary in order for Billings to pass critical judgment on the features of the work. The Engineer shall make changes, amendments or revisions in the detail of the work as may be required by Billings. When alternates are being considered, Billings shall have the right of selection.
4. Engineer's work shall be in accordance with the standards of sound engineering and present City, State, and National standards and policies currently in use.
5. 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.
6. The Engineer shall certify with the submission of final plans that the plans are in conformance with applicable sections of Title 69, Chapter 4, Part 5, of the Montana Code Annotated as pertaining to existing utilities.
7. 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.
8. 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.
9. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.
- ~~10. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the~~

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

11. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Paul Swenson, PE working under the Principal-in-Charge, Ray Armstrong, PE.

Section 2. Billings Rights and Duties.

1. 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.
2. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Randy Straus, PE working under the City Engineer, Debi Meling, PE.

Section 3. Scope of Work.

The project consists of design, bidding, and construction phase services for the *City of Billings W.O. 12-01: 2012 Water & Sanitary Sewer Rehabilitation – Schedule 2* project. The project includes approximately 1,025 LF of water main replacement on Grand Avenue between 30th Street West and Patricia Lane; approximately 1,145 LF of sewer main replacement on Grand Avenue and the alley south of Grand Avenue from 30th Street West to Patricia Lane; elimination of the Lloyd Mangrum Lift Station, including approximately 1,400 LF of new sewer main on or near Lloyd Mangrum Lane from the lift station site to 54th Street West; replacement of the Sam Snead Lift Station and its relocation, including approximately 300 LF of new sewer main and 150 LF of new force main; and up to 7,000 LF of sewer main replacement of a location yet to be determined, but assumed for this scope of work to be located in the area bounded by 15th Street West, 9th Street West, Poly Drive, and Avenue B.

Professional services generally include design of replacement (and new, where required) water and sewer mains, design surveys, geotechnical investigations and report preparation, traffic control design, preparation of contract plans and specifications, assistance with competitive bidding, administration of the construction contract, construction oversight, field staking, and closeout services. Engineer will coordinate work efforts with other related or unrelated improvement projects expected to be completed concurrently in the project areas.

The scope of work covered by this Contract shall include the following tasks:

A. Preliminary Design Phase

1. Assist City with finalizing sewer replacement project areas. Conduct a field walk-through of final project areas with City staff to review routes and project objectives.
2. Conduct field design surveys within the project limits. Data collection shall include establishment of permanent horizontal and vertical control, topographic features, existing utilities, measure-downs, and existing property pins. Utilize the One-Call service to locate and demarcate buried utilities for survey. Field

- survey data will be used by Engineer to develop preliminary project base mapping.
3. Perform research to verify existing right-of-way locations utilizing platted information, ownership records, and found property pins. Incorporate information into base mapping. Determine locations where additional right-of-way or easements must be secured by the City.
 4. Perform geotechnical engineering tasks, including field bore hole explorations, groundwater monitoring well installations, shallow asphalt cores, sampling, and laboratory testing to determine appropriate pavement section designs, subgrade treatment, groundwater conditions, utility foundations, and pipe material selections. Perform literature review of documented environmental issues directly adjacent to project areas; no additional drilling, sampling, or testing is included in this environmental review. Prepare a geotechnical report with recommendations to be incorporated into the construction specifications.
 5. Collect from City and review available utility as-builts, service line records, CCTV inspections, and other information and studies as applicable. Incorporate available information into design drawings and specifications.
 6. Design utility alignments, profiles, and sections for water and sewer mains. Confirm appropriate utility sizing within the project limits with City staff and Master Plan document. No system modeling, field flow metering, or other sizing studies are included in this scope.
 7. Evaluate project segments for the feasibility of utilizing trenchless utility replacement methods. Design trenchless alternatives as applicable.
 8. Prepare preliminary plans, specifications, and opinion of probable cost using all data gathered.
 9. Obtain existing records, develop design criteria, and prepare design of a replacement Sam Snead Lift Station. It is assumed from City input that the new lift station will be a pre-engineered package system with a duplex submersible pump arrangement. Controls, alarms, telemetry, and SCADA integration shall comply with City standards. Coordinate new location and site layout with City.
 10. Coordinate with City staff, adjacent property owners, and other private and public stakeholders in the development of utility improvements. Plan and facilitate one (1) public informational meeting.
 11. Coordinate the identification and evaluation of potential private utility conflicts, including overhead and underground power, cable TV, natural gas, telephone and communications. Send preliminary construction plans to private utilities for review and comment. Plan and facilitate one (1) utility coordination meeting.
 12. Create preliminary traffic control plans for project areas. Coordinate with other City construction projects as applicable. Traffic control plans will be a combination of specific layouts for arterial and collector streets and generic layouts for residential streets and alleys.
 13. Identify potential construction staging areas, disruptions to private access and parking, and other site constraints and issues relating to construction. Coordinate zone construction work hours, work sequencing, and other related construction scheduling issues with City. Incorporate appropriate Special Provisions into the project specifications.
 14. Attend 30% design review, 70% design review, traffic control design review, and other necessary design review and coordination meetings with City staff.

15. Provide project management and internal quality assurance throughout this phase.
16. Deliverables for this phase include:
 - a. 30% design drawings (base mapping and preliminary plan alignments only); 5 sets; 11"x17" format
 - b. 70% design drawings (complete preliminary plan & profile drawings); 5 sets; 11"x17" format, or full size drawings upon request
 - c. Preliminary specifications; 2 copies
 - d. Preliminary geotechnical report; 2 copies
 - e. Preliminary traffic control plans; 2 copies
 - f. Preliminary opinion of probable cost; email transmission

B. Final Design and Bidding Phase

1. Compile property owner and occupant information for adjacent parcels and create address database. Prepare and send up to two (2) information mailings to all database entries. The first mailing shall include general project information and notification of the public meeting. The second mailing shall include general construction information and notification of the construction phase informational website and email list.
2. Prepare final plans and specifications using all input received during preliminary design. Plans and specifications will be prepared in accordance with MPWSS and City of Billings Standard Modifications, latest editions. Stamp and sign all plans and specifications with the seal of a Professional Engineer.
3. Finalize geotechnical report and traffic control plans.
4. Tabulate project quantities and create bid schedule. Finalize the Engineer's opinion of probable cost based on final quantities.
5. Prepare design report for the City, and as required for Montana Department of Environmental Quality approval.
6. Apply for all permits, licenses, and approvals necessary to construct the project, including approvals from the Montana Department of Environmental Quality. All permit and licensing fees will be paid by the City. Construction stormwater permits shall be the responsibility of the construction contractor and are excluded from this scope; Engineer will only prepare erosion and sedimentation control plans for inclusion in the project specifications.
7. Supply all bidding documents necessary for bidding and construction. Provide bid advertisement text to the City for publication. Schedule and conduct a pre-bid conference, publish meeting minutes, answer bid questions, and prepare any necessary addenda. Conduct a pre-bid field review with bidders as necessary.
8. Attend the bid opening, analyze the bids, prepare and distribute a bid tabulation, and make a construction contract award recommendation.
9. Assist the City in procurement of the final contract agreement, review bonds and insurance provided by the contractor, assemble and distribute conforming copies of contract documents, and issue a notice to proceed for construction.
10. Provide project management and internal quality assurance throughout this phase.
11. Deliverables for this phase include:
 - a. 95% design drawings for final review; 5 sets; 11"x17" format
 - b. 100% design drawings and specifications for approval and bidding
 - c. Design report

- d. Final geotechnical report
- e. Final opinion of probable cost
- f. Bid advertisement
- g. Pre-bid meeting minutes
- h. Addenda, as required
- i. Bid tabulation
- j. Recommendation of Award letter
- k. Conforming copies of the construction contract; 5 sets total
- l. Notice to proceed
- m. Contractor's construction plans and specifications; up to 10 sets; 11"x17" format (2 full-size plan sets upon request)

C. Construction Administration and Services Phase

1. This scope and the associated professional fee assume:
 - a. A single construction contract for this Schedule 2, and a construction contract duration of 140 days.
 - b. Engineer shall consult with the City and act as representative for the City as defined in the construction contract documents, which will incorporate the MPWSS, and specifically the General Conditions contained therein as modified by the City of Billings Standard Modifications, latest edition.
 - c. The extent and limitation of the duties, responsibilities, and authority of the Engineer will be as assigned in the construction contract documents and shall not be modified, except as Engineer may otherwise agree in writing.
2. Schedule and conduct a pre-construction conference, publish meeting minutes, and answer contractor questions. Conduct a pre-construction field review with contractors as necessary.
3. Take pre-construction photos and videos of the project areas.
4. Provide full-time construction observation utilizing a Resident Project Representative (RPR) to assist Engineer in observing progress, quality of work, and conformance to the contract documents and other applicable codes and standards. Up to two (2) full-time RPRs will be provided for the duration of the construction contract. Inspection activities shall include review of all major work items, including traffic control set-ups and sediment and erosion control plans. RPRs will prepare daily inspection reports, daily quantity summaries, weekly progress reports, weekly workforce and equipment reports, and other reports as required. RPR responsibilities are further defined in the General Conditions contained in the City of Billings Standard Modifications, latest edition.
5. Develop and implement a quality assurance testing plan for materials testing in accordance with the City of Billings Standard Modifications, latest edition. Conduct a pre-construction testing meeting with RPRs, field testing personnel, and lab manager to coordinate testing requirements. Provide qualified personnel, equipment, and supplies for field testing of materials throughout construction.
6. Monitor and collect results from contractor's separate quality control materials testing program.
7. Provide personnel, equipment, and supplies for field staking of principal elements of the construction layout to give the contractor measurements, lines, locations, and grade necessary for construction. The contractor will be responsible for any detailed layouts, such as laser and/or other line and grade

- establishment techniques for laying sewer lines between Engineer's staking intervals.
8. Review contractor's submittals, such as shop drawings, samples, equipment, mix designs, aggregates, and other data, for conformance to the contract documents. This review does not include review of any dewatering plans and shall not extend to contractor's means, methods, techniques, sequences, procedures, or safety programs.
 9. Attend and conduct a weekly construction meeting with the City and contractor. Following the weekly meeting, attend and conduct a local business/resident "tailgate" meeting or conduct individual business/resident outreach walk-throughs of the current or upcoming work areas, as appropriate. Allow up to 3 hours per week for the weekly construction meeting and these follow-up activities.
 10. Respond to contractor requests for information. Issue necessary clarifications and interpretations of the contract documents. Notify the City immediately of any contract problems or deviations from the approved contract documents. Issue notices as required by the construction contract. Recommend and prepare Work Change Directives and Change Orders for the City as necessary. Change orders that require additional design or construction services by Engineer will be considered Additional Services and compensated in accordance with the provisions of this Contract.
 11. Receive, review, and transmit to City all contractor requests for City staff involvement and approvals, such as valve and hydrant operation requests, water quality sampling requests, traffic control reviews, etc. Assure required advance notice requirements are being met by contractor for all requests to the City for reviews, inspections, operations, and testing.
 12. Prepare weekly website and email informational update content, including current project maps and work descriptions. The City will host and maintain the website, with content provided by the Engineer. The Engineer will collect email addresses from mailing and meeting responses, and disseminate the same content to the email list.
 13. Make visits to the site at intervals appropriate to various stages of construction to observe, as an experienced and qualified design professional, the progress of the contractor's work. Visits by the Engineer shall be limited to spot checking and similar methods of general observation of the work as assisted by the RPR.
 14. Review and recommend monthly contractor payment requests. Provide the City with a breakdown of water and sewer components of each payment for internal funds tracking.
 15. Conduct substantial completion and final inspections with City and contractor. Prepare and monitor punchlist items required for completion of the work by contractor.
 16. Maintain documentation of all field installations, including the location of all underground utilities encountered during construction, for assistance with preparation of project record drawings. Prepare record drawings by incorporating all field modifications to the construction drawings. Allow review by City of record drawings prior to issuing final record drawings. Record drawings will include, at a minimum:
 - a. Offset distances measured from the right-of-way to all public water mains and sanitary sewers
 - b. Invert elevations marked for each manhole, structure, and each connection thereto, as well as the end of each stubbed main or service line.

- c. Locations of water and sewer services based on measurements from property lines.
 - d. Elevations indicating the depth of bury of all public water mains and sanitary sewers. These elevations shall be shown at each street or right-of-way intersection and at such intervals along these utilities as may be deemed appropriate by the City Engineer.
 - e. Permanent bench marks shown.
17. Conduct a one-year anniversary inspection of the project. Identify deficiencies and warranty items requiring correction, and provide notification to contractor.
18. Provide project management and internal quality assurance throughout this phase.
19. Deliverables for this phase include:
- a. Pre-construction meeting minutes
 - b. Pre-construction photos
 - c. Contractor submittals; one copy to City
 - d. Weekly RPR inspection reports, upon request
 - e. Monthly quality assurance materials testing reports and charts
 - f. Miscellaneous construction forms, as required
 - g. Review set of record drawings; 2 copies; 11"x17" format
 - h. Final record drawings, as described in Part I, Section 2, Article D of this Contract, and as required by Montana Department of Environmental Quality

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

Billings shall deduct five percent (5%) from each monthly pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final documents by Billings, and determination that the scope of work has been satisfactorily completed.

- A. For services rendered, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed six hundred and eight thousand dollars (\$608,000.00), based on the following tasks:

1. Preliminary Design Phase	\$172,000.00
2. Final Design and Bidding Phase	\$88,000.00
3. Construction Administration and Services Phase	\$348,000.00

- 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 which are beyond the scope and intent of this Contract shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer

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

- A. Requests made or conditions identified by interested groups which are beyond the scope and intent of this Contract.

Appendix D

Schedule of Professional Fees

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

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

Rate changes may be made to the fee schedule by the Engineer to reflect increased salaries and other business costs. Engineer shall submit a revised rate schedule at the time of the change if requested by the Owner. Rate schedule changes made by the Engineer during the term of this Contract shall not alter the maximum project professional fee set forth in the Contract. Changes that alter the maximum project professional fee are covered in Appendix B.

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

MONTANA FEE SCHEDULE
Personnel Billing Rates

Senior Manager	\$180.00
Engineer VI	\$150.00
Engineer V	\$135.00
Engineer IV	\$115.00
Engineer III	\$95.00
Engineer II	\$85.00
Engineer I	\$72.00
Engineering Technician IV*	\$90.00
Engineering Technician III *	\$85.00
Engineering Technician II *	\$70.00
Engineering Technician I *	\$50.00
Geologist III	\$115.00
Geologist II	\$95.00
Laboratory Manager	\$85.00
Laboratory Technician *	\$60.00
Inspector *	\$85.00
Professional Land Surveyor *	\$95.00
Crew Chief *	\$70.00
Survey Technician *	\$50.00
Accounting Technician *	\$70.00
Marketing Assistant *	\$60.00
Administrative Assistant *	\$55.00

**Subject to overtime at 1.5 times above rates.*

Equipment, Materials, & Supplies

ATVs	=	\$150.00/day		
Boat/Trailer	=	\$150.00/day		
		<u>DAY</u>	<u>WEEK</u>	<u>MONTH</u>
2 GPS Receivers (Survey Quality)		\$400.00	\$1,600.00	\$4,800.00
Single/Each Additional Receiver		\$200.00	\$800.00	\$2,400.00

Travel, Mileage, & Miscellaneous

Per diem will be billed after 6 hours in the field and when more than 50 miles from the office at ¼ rate for every 6 hours or portion of a quarter day greater than 3 hours. For the day of departure, the day begins at time of departure. For the day of return, the day ends when employee arrives at authorized point of destination (office, home, etc.).

Per diem (per person, per day Montana)	=	\$51.00/day
Lodging	=	cost per night
Airfare	=	cost
Vehicle Usage – Automobiles	=	0.75/mile
Vehicle Usage – Pickups, Suburban	=	1.00/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 2
Specialized Software/Hardware	=	Note 3
Subcontractors	=	Cost + 10%

Laboratory Analysis	=	Cost + 10%
Other/Miscellaneous	=	Cost + 10%

Notes

1. DOWL HKM's Professional Fee Services Fee Schedule is subject to adjustment each year (May 1st) or at the end of a contract period, whichever is appropriate. Should adjustments be anticipated or required, such adjustments will not affect existing contracts without prior agreement between Customer and DOWL HKM.
2. Costs included in overhead rates for reasonable requests. Requests beyond those considered reasonable by the project manager billed at Cost + Agreed Upon Mark-up.
3. Specialized computer software or hardware necessary for a unique application for will be billed at a negotiated rate or unit cost.

Appendix E

Project Schedule

Based on a notice to proceed by Billings date no later than September 12, 2011, the completion date for the Engineer's work through final design shall be:

- A. Preliminary Engineering Services (30% Design): December 2, 2011
- B. Preliminary Engineering Services (70% Design): January 13, 2012
- C. Final Engineering Services (100% Design): March 2, 2012

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

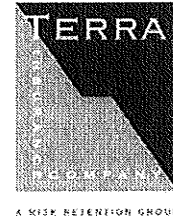
If the Engineer is behind on this Contract due to no fault of Billings, then the Engineer hereby acknowledges the right of Billings to withhold future Contracts to the Engineer in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

Appendix F

Certificate(s) of Insurance

(Attach Certificate(s) of Insurance)

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera CA 94925



CERTIFICATE OF INSURANCE

DATE

08/25/11

NAME AND ADDRESS OF INSURED

DOWL, LLC operating as
DOWL HKM
222 North 32nd Street
Billings, MT 59101

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

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.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
211089	01/01/11	12/31/11

LIMITS OF LIABILITY \$2,000,000 EACH CLAIM
\$2,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

2012 Billings Water/Sewer Replacement
DOWL HKM's Project Number: 4028.20267.01

CANCELLATION If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

CERTIFICATE HOLDER

City of Billings Montana
222 Montana Ave.
Billings, MT 59101

ISSUING COMPANY:
TERRA INSURANCE COMPANY
(A Risk Retention Group)

President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2011

PRODUCER (907)561-1250 FAX: (907)561-4315
 Alaska USA Insurance Brokers
 P.O. Box 196530

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.

Anchorage AK 99519-6530

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
 DOWL LLC operating as DOWL HKM
 222 North 32nd Street
 Suite 700
 Billings MT 59102

INSURER A: Firemans Fund Insurance Co.

INSURER B: The American Insurance Co. 21857

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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 INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	MXX80925948	12/1/2010	12/1/2011	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		<input checked="" type="checkbox"/> Includes XCU				PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY	MXX80925948	12/1/2010	12/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS / UMBRELLA LIABILITY	XAB57527657	12/1/2010	12/1/2011	EACH OCCURRENCE	\$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ - 0 -					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N			E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

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

DOWL HKM Project No. 4028.20267.01, 2012 Billings Water/Sewer Replacement
 The City of Billings is an Additional Insured on the General Liability policy, but only with respect to the project described herein or as required by written contract. Coverage provides Waiver of Subrogation. Subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Billings Montana
 222 Montana Avenue
 Billings, MT 59101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jan Martinson/JULIEM

Janette M. Martinson



NAN18280

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2011

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).

PRODUCER Commercial Lines - (206) 892-9200 CAL# 0D08408 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 Union Street, Suite 1300 Seattle, WA 98101-1371	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="width: 80%; text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%; text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : ACE American Insurance Company</td> <td style="border: none; text-align: center;">22667</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : ACE American Insurance Company	22667														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED DOWL LLC operating as DOWL HKM (MT) 222 North 32nd Street, Suite 700, Billings, MT 59107															

COVERAGES **CERTIFICATE NUMBER: 3153361** **REVISION NUMBER: See below**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																				
	AUTOMOBILE LIABILITY <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) \$ \$																				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			WLRC46458138 USL&H & Jones Act Coverage	05/01/11	05/01/12	<table style="width: 100%; border: none;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 70%;">WC STATU-TORY LIMITS</td> <td style="width: 5%; text-align: center;">OTH-ER</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td style="text-align: right;">1,000,000</td> </tr> </table>	X	WC STATU-TORY LIMITS	OTH-ER				E.L. EACH ACCIDENT			1,000,000		E.L. DISEASE - EA EMPLOYEE			1,000,000		E.L. DISEASE - POLICY LIMIT			1,000,000
X	WC STATU-TORY LIMITS	OTH-ER																									
	E.L. EACH ACCIDENT			1,000,000																							
	E.L. DISEASE - EA EMPLOYEE			1,000,000																							
	E.L. DISEASE - POLICY LIMIT			1,000,000																							

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

WC 00 03 13 11 05 RE: 2012 BILLINGS WATER/SEWER REPLACEMENT PROJECT, DOWL HKM PROJECT NUMBER 4028.20267.01.

WAIVER OF SUBROGATION APPLIES PER THE ATTACHED ENDORSEMENT. EVIDENCE OF INSURANCE. DJT

CERTIFICATE HOLDER City of Billings, Montana 222 Montana Avenue Billings, MT 59101	CANCELLATION 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
--	--

Workers' Compensation and Employers' Liability Policy

Named Insured NANA REGIONAL CORPORATION, INC. 1001 E. BENSON BLVD. ANCHORAGE AK 99508	Endorsement Number
	Policy Number Symbol: WLR Number: WLRC46458138
Policy Period 05/01/11 TO 05/01/12	Effective Date of Endorsement 05-01-2009

Issued By (Name of Insurance Company)
ACE AMERICAN INSURANCE COMPANY

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

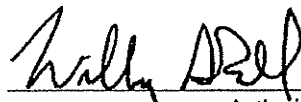
This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent