

Contract for Professional Engineering Services

City of Billings W.O. 18-01, Schedule 1 North 27th Street Water Main Replacement

In consideration of the mutual promises herein, City of Billings and DOWL 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 8 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 4 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 3 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. "Engineer" means DOWL.
- D. "Contractor" means the third party responsible for the physical construction of the project.

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 as-built drawings 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. Requirements for submitting as constructed documents of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files to scale and AutoCAD DWG files, Version 2016, or equivalent including points to represent City of Billings infrastructure (Sanitary Sewer Manholes, Signs, Storm Drain Manholes, Signals...) in Montana NAD83 (2011), NAVD 88 Vertical, State Plane Coordinates in Horizontal and Vertical units of International Feet.
- ~~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, 2018.

Section 4. Compensation; Method of Payment.

- A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Engineer 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 Engineer's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Engineer of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Engineer within 30 days of receiving an acceptable invoice.
- 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 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 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 subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings: City Engineer (Debi Meling, PE)
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291 / PHONE: (406) 657-3097

Engineer: DOWL
Wade Irion, PE, Regional Manager
222 North 32nd Street, Suite 700
Billings, Montana 59101 FAX: (800) 865-9847 / PHONE: (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 subcontractor 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 subcontractor 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.
- F. The Engineer and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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 a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.
- B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Engineer: Wade Irion, PE, Regional Manager
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

The 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 subcontractor as a result of the Engineer's or any subcontractor's performance pursuant to this Contract.

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.

Billings shall indemnify, defend, save, and hold the Engineer 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 Billings or any agent, employee or subcontractor as a result of Billings' or any subcontractor's performance pursuant to this Contract.

Billings shall not indemnify, defend, save and hold the Engineer 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 the Engineer occurring during the course of or as a result of the performance of the Contract.

Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Engineer, Billings shall indemnify, defend, save, and hold the Engineer 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 Billings' or any subcontractor's wrongful or negligent acts occurring as a result from Billings' 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

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 _____, 2017, 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 if Federal funds are used.

Appendix A

Basic Services of Engineer W.O. 18-01, Schedule 1 North 27th Street Water Main Replacement

Section 1. Engineer's Rights and Duties.

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

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

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

The scope of work includes the following items, beginning on the next page:

The project consists of design, bidding, and construction phase services for the 'City of Billings W.O. 18-01, Schedule 1: North 27th Street Water Main Replacement' project. The project includes approximately 4,925 LF of water main replacement on North 27th Street from 6th Avenue North to Rimrock Road. It also includes the replacement of all side-street water main laterals, large-diameter services, and hydrant stubs within the right-of-way width of North 27th Street.

It is anticipated that both trenchless and open-cut construction will be specified for various pipeline segments on this project. This scope and associated budget assumes a single construction contract covering all necessary work. There is no sanitary sewer main or storm drain replacement associated with this contract. Any additional segments of work requested by the City beyond the total project length indicated above shall be considered an Additional Service, which shall be added to the project by a Contract amendment.

Professional services generally include design of replacement water 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, quality assurance testing, 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. Project Scoping – Scope the project requirements for both design and construction phases using the information available at the project inception. Assist the City with finalizing water main alignments and construction method alternatives in the project corridor. Conduct a meeting and/or field review of the project area with City staff to review alignments, project objectives, potential conflicts, and constructability issues. As the preliminary design progresses, collaborate with City regarding design priorities and preferences.
2. Design Survey – Conduct field design surveys within the project limits. Data collection shall include establishment of permanent horizontal and vertical control using a local ground coordinate system, 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. Base Mapping – 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. All work is currently expected to be within existing City right-of-way, so this scope of work does not include any assistance with easement acquisition, such as additional legal survey, preparation of easement exhibits, or other related tasks.
4. Geotechnical Investigations – Perform geotechnical engineering tasks, including field bore hole explorations, groundwater monitoring well installations, shallow asphalt cores, sampling, and laboratory testing as necessary to determine appropriate pavement section designs, subgrade treatment, groundwater conditions, utility foundations, and pipe material selections. This scope assumes 8-10 bore holes will be drilled, two of which will be finished with a piezometer for groundwater monitoring.

Perform literature review of documented environmental issues directly adjacent to project areas; no additional drilling, sampling, or testing is included in this environmental review.

5. Existing Utility Research & Mapping – 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. 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.
6. Preliminary Water Main Design – Design utility alignments, profiles, and sections for water mains. Confirm appropriate utility sizing within the project limits with City staff and the Master Plan document. Assist the City with analyzing their hydraulic model if necessary to determine utility sizing or routing. Evaluate project segments for the feasibility of utilizing trenchless utility replacement methods, then select and design trenchless alternatives as applicable. No independent system modeling, field flow metering, or other sizing studies are included in this scope. It is assumed that all water mains will be 16-inch diameter or smaller.
7. Preliminary Drawings & Specifications – Prepare preliminary plans, specifications, and opinion of probable cost using all data gathered.
8. Stakeholder Coordination – Coordinate with City staff, adjacent property owners, and other private and public stakeholders in the development of utility improvements. Compile property owner and occupant information for adjacent parcels and create address database. Prepare and send one comprehensive information mailing to all database entries, which shall include general project information, notification of the public meeting, general construction information, business questionnaires, and notification of the construction informational website and email list. Plan and facilitate one public informational meeting. Conduct one-on-one follow-up discussions with individual businesses as requested or determined to be necessary to address questions or design considerations. Coordination shall include determining approval or permitting requirements from the Montana Department of Transportation (MDT) and the Billings Bench Water Association (BBWA), as applicable.
9. Preliminary Traffic Control Plans – Create preliminary traffic control plans for project areas. Coordinate with other City construction projects as applicable. Traffic control plans are anticipated to be a combination of site-specific layouts for arterial and collector streets and general layouts for residential streets and/or alleys. It is assumed that there will be no full street closures of North 27th Street, but adjacent side streets may include full closures as long as business and emergency access can be maintained.
10. Construction Considerations – Identify issues related to work hours, work zones, pipeline testing, construction sequencing, potential construction staging areas, disruptions to private access and parking, and other site constraints and issues relating to construction. Coordinate construction work hours, sequencing, and other related construction scheduling issues with City. Coordination shall include the planning of water main test sections with system operators. Incorporate appropriate Special Provisions into the project specifications.
11. Design Review Meetings – Attend 30% design review, 70% design review, traffic control design review, and other necessary design review and coordination meetings

- with City staff.
12. Subsurface Potholing Allowance – Identify locations to perform subsurface potholing at critical utility crossings or conflicts to identify specific utility elevations or locations. Survey the elevations and locations in the field for incorporation into the design, and restore the surfacing. Due to the uncertainty of the amount of potholing that will be required, this scope and the associated professional fee includes an allowance of \$10,000 for the subcontracted costs of a vacuum truck and any traffic control required to perform the potholing. Any additional potholing costs above this allowance shall be considered an Extra Service.
 13. Project Management & Quality Assurance – Provide project management and internal quality assurance throughout this phase, which will generally follow DOWL Operational Excellence procedures.
 14. Deliverables – The deliverables for this phase include:
 - a. 30% design drawings (typically base mapping and preliminary plan alignments only); 11"x17" and/or PDF format
 - b. 70% design drawings (typically preliminary plan & profile drawings without detailed labeling); 11"x17" and/or PDF format, or full size drawings upon request
 - c. Preliminary specifications; PDF format
 - d. Preliminary traffic control plans; hard copy and/or PDF format
 - e. Preliminary opinion of probable cost; PDF format

B. Final Design and Bidding Phase

1. Final Drawings & Specifications – 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.
2. Geotechnical Report – Prepare a geotechnical report based on the findings of the geotechnical investigations, with recommendations to be incorporated into the construction specifications.
3. Final Traffic Control Plans – Finalize the preliminary traffic control plans based on City input and final design elements.
4. Temporary Water Schematics – Design and prepare temporary water schematic drawings for all temporary systems requiring pipelines 4-inch and larger that serve high-volume water users and/or exterior fire department connection systems.
5. Bid Form – Tabulate project quantities and create bid schedule. Finalize the Engineer's opinion of probable cost based on final quantities.
6. Permitting Assistance – Apply for all Owner-required permits, licenses, and approvals necessary to construct the project. This scope assumes submittal packages to: (a) Montana Department of Environmental Quality (MDEQ), (b) MDT, (c) BBWA, and (d) Montana Sage Grouse Habitat Conservation Program. The budget includes \$2,000.00 for MDEQ review fees, which is estimated using their current fee schedule. All other permit and licensing fees, if required, will be paid by the City, including any overage of the MDEQ amount above. Construction stormwater permits and construction dewatering permits shall be the responsibility of the construction contractor and are excluded from this scope; Engineer will only prepare basic erosion and sedimentation control plans for inclusion in the project specifications.
7. Pre-Bid Services – 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, prepare meeting agenda and minutes, answer bid questions, and prepare any necessary addenda. Conduct a pre-bid field review with bidders as necessary.

8. Post-Bid Services – Attend the bid opening, analyze the bids, prepare and distribute a bid tabulation, and make a construction contract award recommendation.
9. Construction Contracting Services – Assist the City in procurement of the final contract agreement, review bonds and insurance provided by the construction contractor, assemble and distribute conforming copies of contract documents, and issue a Notice to Proceed for construction.
10. Project Management & Quality Assurance – Provide project management and internal quality assurance throughout this phase, which will generally follow DOWL Operational Excellence procedures.
11. Deliverables – The deliverables for this phase include:
 - a. 95% design drawings for final review; 11"x17" and/or PDF format
 - b. 100% design drawings and Project Manual for approval and bidding
 - c. Design report and other MDEQ design review submittal requirements
 - d. MDT construction approval/permitting documents
 - e. BBWA construction approval/permitting documents
 - f. Final geotechnical report (in Project Manual)
 - g. Final opinion of probable cost
 - h. Bid advertisement
 - i. Pre-bid meeting minutes
 - j. Addenda, as required
 - k. Bid tabulation
 - l. Recommendation of Award letter and Notice of Award
 - m. Conforming copies of the construction contract; 6 sets total
 - n. Notice to Proceed
 - o. 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

This scope and the associated professional fee assume:

- One construction contract and one prime contractor for this project, with a total construction contract duration of 150 calendar days with standard 10-hour work days (or 125 calendar days with extended 12-hour work days).
 - 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.
 - 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.
1. Pre-Construction Services – Schedule and conduct a pre-construction conference, publish meeting minutes, and answer contractor questions. Conduct a pre-construction field review with the contractor as necessary. Take pre-construction photos and videos of the project areas.

2. Submittal Review – 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 acceptance review of any dewatering plans, and shall not extend to contractor's means, methods, techniques, sequences, procedures, or safety programs.
3. Inspection – Provide construction observation utilizing Resident Project Representatives (RPRs) to assist Engineer in observing progress, quality of work, and conformance to the contract documents and other applicable codes and standards. One full-time RPR will be provided for each primary pipeline crew utilized by the contractor, with up to two RPRs simultaneously. The budget assumes 158 calendar days would be required for a single pipeline crew to complete the work with 12-hour work days (i.e., 60 hours per week), so a second overlapping RPR is assumed for 33 calendar days within the assumed contract time of 125 calendar days. Alternatively, the budget will allow for a contract time of 150 calendar days with 10-hour work days (i.e., 50 hours per week). Inspection activities shall include review of all major work items, including traffic control set-ups. RPR 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.
4. Quality Assurance Materials Testing – 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 RPR, field testing personnel, and lab manager to coordinate testing requirements. Provide qualified personnel, equipment, and supplies for field testing of materials throughout construction. Monitor and collect results from contractor's separate quality control materials testing program.
5. Construction Staking – 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 pipe between Engineer's staking intervals.
6. Construction Administration
 - a. 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.
 - b. 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.
 - c. 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. Monitor that the required advance notice requirements are being met by contractor for all

- requests to the City for reviews, inspections, operations, and testing.
- d. Review and recommend monthly contractor payment requests.
 7. Weekly Construction Meetings – Attend and conduct a weekly construction meeting with the City and contractor. Allow up to 3 hours per week for the weekly construction meeting and any related follow-up activities.
 8. Website & Email Updates – 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.
 9. Substantial Completion Services – Conduct substantial completion and final inspections with City and contractor. Prepare and monitor punchlist items required for completion of the work by contractor.
 10. Record Drawings – 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. Survey all new water main surface features (e.g., hydrants and valve boxes) following project completion to incorporate into the record drawings and to provide accurate State Plane Coordinates of these features to the City. 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.
 - b. Locations of water services based on measurements from property lines.
 - c. Elevations indicating the depth of bury of all public water mains. 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.
 - d. Permanent bench marks shown.
 11. Anniversary Inspection – Conduct a one-year anniversary inspection of the project. Identify deficiencies and warranty items requiring correction, and provide notification to contractor.
 12. Project Management & Quality Assurance – Provide project management and internal quality assurance throughout this phase, which will generally follow DOWL Operational Excellence procedures.
 13. Deliverables – The deliverables for this phase include:
 - a. Pre-construction meeting minutes
 - b. Pre-construction photos and videos, upon request
 - c. Contractor submittals; electronic copy to City
 - d. Weekly RPR inspection reports, upon request
 - e. Monthly quality assurance materials testing reports, upon request
 - f. Miscellaneous construction forms, as required
 - g. Review set of record drawings; 11"x17" and/or PDF format
 - h. Final record drawings, in accordance with Part I, Section 2, Article D of this Contract, and as required by MDEQ. The DWG file provided shall be on the project ground coordinate system. The information provided in State Plane Coordinates shall be limited to a point file, or equivalent, of all new water system features only.

Appendix B

Methods and Times of Payment W.O. 18-01, Schedule 1 North 27th Street Water Main Replacement

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 the following amounts:

1. Preliminary Design Phase	\$189,540.00
2. Final Design & Bidding Phase	\$123,720.00
3. Construction Phase	\$362,810.00

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 project shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer W.O. 18-01, Schedule 1 North 27th Street Water Main Replacement

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

- A. Requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

Appendix D

Schedule of Professional Fees W.O. 18-01, Schedule 1 North 27th Street Water Main Replacement

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

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

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

MONTANA FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$150	Engineering Technician IV	\$110
Accounting Technician	\$80	Engineering Technician V	\$115
Administrative Assistant	\$55	Environmental Specialist I	\$90
Administrative Manager	\$90	Environmental Specialist II	\$105
Archaeologist	\$85	Environmental Specialist III	\$110
Biologist III	\$115	Environmental Specialist IV	\$115
Biologist IV	\$125	Environmental Specialist IX	\$210
Biologist V	\$165	Environmental Specialist V	\$125
Civil and Transportation Designer	\$90	Environmental Specialist VI	\$165
Corporate Development Manager	\$150	Environmental Specialist VII	\$180
Crew Chief I	\$85	Environmental Specialist VIII	\$185
Crew Chief II	\$95	Environmental Specialist X	\$225
Crew Chief III	\$100	Field Project Representative	\$95
Crew Chief IV	\$110	Geologist II	\$110
Crew Chief V	\$120	Geologist III	\$120
Cultural Resources Specialist I	\$85	Geologist IV	\$140
Cultural Resources Specialist III	\$110	GIS Coordinator	\$120
Cultural Resources Specialist IV	\$135	GIS Specialist	\$85
Cultural Resources Specialist V	\$155	GIS Technician	\$75
Dispatcher	\$90	Graphics Designer	\$100
Document Production Supervisor	\$110	Hydrogeologist	\$110
Engineer I	\$90	Hydrologist	\$110
Engineer II	\$95	Hydrologist III	\$115
Engineer III	\$105	Inspector - Supervisor	\$130
Engineer IV	\$135	Inspector I	\$90
Engineer IX	\$210	Inspector II	\$100
Engineer V	\$150	Intern	\$50
Engineer VI	\$165	Laboratory Manager	\$95
Engineer VII	\$175	Laboratory Supervisor	\$105
Engineer VIII	\$185	Landscape Architect I	\$100
Engineer X	\$225	Landscape Architect II	\$105
Engineering Technician I	\$65	Landscape Architect III	\$120
Engineering Technician II	\$80	Landscape Architect IV	\$145
Engineering Technician III	\$90	Landscape Architect V	\$160



Description	Rate	Description	Rate
Landscape Architect VII	\$180	Project Manager VI	\$190
Landscape Planner	\$105	Project Quality Assurance Manager	\$160
Lead Materials Technician	\$70	Proposal Manager	\$110
Marketing & Administrative Manager	\$125	Public Involvement Assistant	\$80
Marketing Assistant	\$75	Public Involvement Coordinator	\$110
Marketing Coordinator	\$90	Public Involvement Planner	\$95
Materials Manager	\$100	Public Involvement Program Manager	\$125
Materials Supervisor	\$105	Real Estate Services Manager	\$150
Materials Technician	\$60	Right of Way Agent I	\$95
Materials Technician II	\$70	Right of Way Agent II	\$110
One-Person Survey Crew	\$120	Right of Way Agent III	\$125
One-Person Survey Crew GPS/Robotics	\$130	Right of Way Agent IV	\$135
Planner I	\$85	Right of Way Agent V	\$150
Planner II	\$105	Right of Way Agent VI	\$185
Planner III	\$125	Right of Way Assistant	\$85
Planner IV	\$145	Risk Manager	\$170
Planner IX	\$210	Senior Manager I	\$195
Planner V	\$160	Senior Manager II	\$210
Planner VII	\$165	Senior Manager III	\$220
Planner VIII	\$195	Senior Manager IV	\$250
Planner X	\$250	Senior Materials Technician	\$75
Platting/Survey Technician	\$120	Survey Crew Surveyor I	\$60
Professional Land Surveyor I	\$90	Survey Crew Surveyor II	\$70
Professional Land Surveyor II	\$100	Survey Crew Surveyor III	\$80
Professional Land Surveyor III	\$110	Survey Crew Surveyor IV	\$90
Professional Land Surveyor IV	\$120	Survey Crew Surveyor V	\$100
Professional Land Surveyor IX	\$170	Survey Technician -- Supervisor	\$120
Professional Land Surveyor V	\$130	Survey Technician I	\$50
Professional Land Surveyor VI	\$135	Survey Technician II	\$60
Professional Land Surveyor VII	\$145	Survey Technician III	\$70
Professional Land Surveyor VIII	\$155	Survey Technician IV	\$85
Professional Land Surveyor X	\$180	Survey Technician V	\$90
Project Administrator	\$80	Survey Technician VI	\$100
Project Assistant I	\$85	Systems Administrator	\$125
Project Assistant II	\$100	Technical Coordinator	\$135
Project Manager I	\$115	Three-Person Survey Crew	\$260
Project Manager II	\$120	Two-Person Survey Crew	\$180
Project Manager III	\$130	Two-Person Survey Crew (PLS + LSIT)	\$225
Project Manager IV	\$165	Two-Person Survey Crew GPS/Robotics	\$190
Project Manager V	\$170	Two-Person Survey Crew w/o GPS/Robotics	\$160

Equipment, Materials, & Supplies

ATVs/Trailer	=	\$150.00/day		
Boat/Trailer	=	\$150.00/day		
		<u>DAY</u>	<u>WEEK</u>	<u>MONTH</u>
2 GPS Receivers (Survey Quality)		\$425.00	\$1,600.00	\$4,320.00
Single/Each Additional Receiver		\$250.00	\$900.00	\$2,700.00

Travel, Mileage, & Miscellaneous

Per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10 am), lunch (10 am – 3 pm) and dinner (3 pm to midnight).

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's Professional Fee Services Fee Schedule is subject to adjustment each year 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.
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.
4. Late charges will be assessed on the unpaid balance of all accounts not paid within 30 days of the billing date, at a rate of 1.0 percent per month (12% per year).

Appendix E

Project Schedule W.O. 18-01, Schedule 1 North 27th Street Water Main Replacement

Based on a notice to proceed by Billings date no later than November 28, 2017, the completion date for the Engineer's work through final design shall be:

- A. Preliminary Engineering Services (30% Design): January 5, 2018
- B. Preliminary Engineering Services (70% Design): February 2, 2018
- C. Final Engineering Services (100% Design): April 3, 2018
- D. Construction Services to be based on Contractor's schedule.

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 W.O. 18-01, Schedule 1 North 27th Street Water Main Replacement

(Attach Certificate(s) of Insurance)

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



DATE
11/08/17

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

City of Billings
Attn: Travis Harris
2224 Montana Avenue
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 policy of insurance listed below has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
217089	01/01/17	12/31/17

LIMITS OF LIABILITY \$1,500,000 EACH CLAIM
\$1,500,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

WO 18-01 North 27th Street Water Main Replacement
4028.21573.01

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.

NAME AND ADDRESS OF INSURED

DOWL, LLC operating as
DOWL
222 North 32nd Street, Suite 700
Billings, MT 59101

ISSUING COMPANY:

TERRA INSURANCE COMPANY
(A Risk Retention Group)

A handwritten signature in blue ink, appearing to read 'David Collette', is written over a horizontal line.

President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2017

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 Insurance Brokers of Alaska an Acrisure Agency Partner PO Box 241207 Anchorage AK 99524	CONTACT NAME: Margery Moberly, CIC, CISR PHONE (A/C, No. Ext): (907) 365-5100 E-MAIL ADDRESS: mmoberly@insurancebrokersak.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		
INSURED DOWL, LLC operating as DOWL 222 N 32nd Street, Ste 700 Billings MT 59101	INSURER A: National Surety Corp.		NAIC # 21881
	INSURER B: Liberty Northwest Insurance		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 16-17 MT BILLINGS IBA

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	MXX80974054	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> 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	X	Y	MXA80321795	12/1/2016	12/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ Included
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	Y	XAE24571481	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC41NC019467016	12/1/2016	12/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DOWL Project No. 4028.21573.01. Project Name: WO 18-01 North 27th Street Water Main Replacement. The Certificate Holder is an Additional Insured on all referenced policies excluding Workers' Compensation, but only with respect to work done by or on behalf of the Named Insured for the project referenced. Subject to policy terms, conditions & exclusions. It is agreed that such insurance as afforded the Certificate Holder on the General Liability & Automobile policies shall be primary and non-contributory with any other insurance in force for or which may be purchased by the Certificate Holder. The Certificate Holder is granted Waiver of Subrogation on the General Liability, Automobile and Workers'

CERTIFICATE HOLDER**CANCELLATION**

City of Billings Attn: Travis Harris 2224 Montana Avenue Billings, MT 59101	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 M Moberly, CIC, CISR/ <i>Margery B. Moberly</i>
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ACORD 25 (2014/01)

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INS025 (201401)

COMMENTS/REMARKS

Compensation policies as respects the referenced project subject to the policy terms, conditions and exclusions.