

Contract for Professional Architectural and Engineering Services
W.O. 19-22
King Avenue East – Orchard Lane to Jackson Street Road Improvements

In consideration of the mutual promises herein, City of Billings and Sanderson Stewart 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 11 pages (Basic Services of Contractor);
- Appendix B consisting of 1 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Contractor);
- Appendix D consisting of 2 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 1 pages (Certificate(s) of Insurance); and

PART I
SPECIAL PROVISIONS

Section 1. Definitions.

In this Contract:

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

Section 2. Scope of Services.

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

- D. The Engineer shall provide as-built drawings 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: a point file; 1 (*.asc, *.txt, comma delimited; point number, northing, easting, elevation and description) / 2 (*.csv, with headings for; point number, northing, easting, elevation and description), with northings and eastings to the nearest tenth of a foot, elevations to the nearest hundredth of a foot, representing new, updated or relocated City of Billings infrastructure features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc., in the coordinates of Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be International feet, one half size paper copy to scale, one full size paper copy to scale, two CD's or DVD's with PDF files being half size to scale and full size to scale and AutoCAD DWG files as-constructed / as-built, Version 2016, or equivalent.
- ~~E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.~~

Section 3. Time for Performance.

- A. This Contract becomes effective when signed on behalf of Billings.
- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on December 31, 2020.

Section 4. Compensation; Method of Payment.

- A. Each month, or at the conclusion of each phase of the Work for which payment is due, as negotiated on a per-task basis, the Contractor shall present a bill to the Administrator describing the Work for which it seeks payment and documenting expenses and fees to the satisfaction of the Administrator. If any payment is withheld because the Contractor's performance is unsatisfactory, the Administrator must, within ten (10) days of the payment denial, notify the Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why. Billings will pay Contractor within 30 days of receiving an acceptable invoice.
- B. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- C. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

- A. By mutual consent of the parties.

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

Section 6. Duties Upon Termination

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

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.

B. The Contractor shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
3. Commercial automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

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

D. Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

Section 8. Assignments.

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

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

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

professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

Section 10. Notices.

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

Billings: Debi Meling, PE
City of Billings
Public Works/Engineering
2244 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: Sanderson Stewart
D.J. Clark, PE, PTOE, Community Transportation Studio Manager
1300 North Transtech Way
Billings, Montana 59102 FAX: (406) 656-0967

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

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

Section 2. Nondiscrimination.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor shall state, in all solicitations or advertisements for employees to Work on Contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.
- D. The Contractor shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract.
- E. The Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- F. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Section 3. Permits, Laws, and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the

Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Contract.

Section 4. Nonwaiver.

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

Section 5. Amendment.

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

Contractor: D.J. Clark, PE, PTOE, Community Transportation Studio Manager
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Billings, in such form and at such times as Billings may reasonably require. The Contractor shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Contractor to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

Payments under this Contract may require funds from future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to Billings; and Billings shall not be obligated to make payments under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below.

City of Billings

Contractor

City Council or Designee



Date: _____

Name: MAC FOGELSON

Title: V.P.

Date: 3/27/19

ATTEST:

IRS Tax ID # 81-0304565

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

Appendix A
Basic Services of Engineer
W.O. 19-22

King Avenue East – Orchard Lane to Jackson Street Road Improvements

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 D.J. Clark, PE, PTOE, working under the Principal-in-Charge, Mac Fogelsong, 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 Tyler Westrope, PE working under the City Engineer, Debi Meling, PE.

Section 3. Scope of Work.

SCOPE OF WORK:

The scope of work covered by this agreement is described hereafter:

The project consists of the design and bidding services for the W.O. 19-22, King Avenue East – Orchard Lane to Jackson Street Road Improvements project. The project will generally reconstruct King Avenue East from Orchard Lane to a point several hundred feet east of Jackson Street. Surface improvements are to include curb and gutter, sidewalk (north shoulder), multi-use path (south shoulder/independent alignment to south), asphalt, drive approaches, signing and striping, a possible rapid flash beacon system for a school crosswalk, and street lighting. Additionally, water main will be installed along Stephens Lane from Jansma Avenue to the mid-block alley between Jansma Avenue and along King Avenue East from Orchard Lane to Stephens Lane. The project will also build storm drain facilities along King Avenue East.

Professional services are to include field survey, geotechnical investigation, design of water and storm drain system improvements, roadway and traffic-related improvements, coordination with power, natural gas, cable television, telephone, petroleum, and fiber optic private utility companies on possible installations or modifications of their facilities during this project, property owner/business tenant coordination, public involvement, preparation of contract plans and specifications, permitting, project bidding and construction contract administration, construction staking survey, construction observation, and materials testing, all of which are more specifically described below and on the following pages.

Phase 100. Preliminary (50%) Design Services

- Task 1. General project management, including internal meetings and administrative tasks.
- Task 2. Project scoping and development of fee estimate. Contract

arrangements with sub-consultants.

- Task 3. Weekly project update e-mails will be sent to the City of Billings Project Manager (Tyler Westrope) and the City Engineer (Debi Meling).
- Task 4. Meetings and correspondence with City of Billings staff on project-related items.
- Task 5. Meetings and correspondence with South Billings Urban Renewal District (SBURD) staff on project-related items and issues.
- Task 6. Internal team meetings including a kickoff meeting, a design strategy meeting, and a design critique meeting during the preliminary design phase.
- Task 7. Sanderson Stewart will take pre-design photos of key project features for documentation purposes and for use in design.
- Task 8. Sanderson Stewart will perform measure-downs on existing manholes and water valves to verify depths of existing facilities.
- Task 9. Potholing of public and private utilities at up to 15 locations (2 days) to verify depth and location within the project corridor. Pothole locations will be determined strategically based on potential conflicts identified through utilities research. Pothole locations will be staked by Sanderson Stewart staff. Exposed facilities will be surveyed by Sanderson Stewart staff.
- Task 10. Research of property ownership and right-of-way information for parcels in the project area. Review of property deeds, easements and title report.
- Task 11. Drafting in AutoCAD of public street and alley right-of-way boundaries based on found information from plats and easement documents for use in design.
- Task 12. Research and review of records and field-generated information (topographic survey/locates) on public and private utilities that are visibly located within the project area. Records shall include atlas maps, online resources and information provided by the private utility and irrigation companies. This task shall also include up to four (4) meetings with the City and private utilities companies to discuss coordination of facility modifications as required.
- Task 13. Review of City of Billings water service reports (where available) to determine condition and disposition of facilities. This information will help with determining where new or replacement services are needed as well as relative to temporary water needs.
- Task 14. Up to two (2) in-person meetings, as well as correspondence with Ponderosa Elementary School to inform the school about the project and to discuss access pedestrian/safety considerations. Communication will generally be maintained via phone calls and e-mail correspondence unless in-person meetings are requested.

Negotiations for the purchase of right-of-way or easements (if required) are not included in the scope for this contract.

- Task 15. Additional meetings and correspondence with other property owners to inform them about the project and to discuss access, drainage, and construction impact concerns. Communication will generally be maintained via phone calls and e-mail correspondence unless in-person meetings are requested. Negotiations for the purchase of right-of-way or easements (if required) are not included in the scope for this contract.
- Task 16. Pre-survey research and computations, including review of previous surveys and plats. Upload existing property corner information from database. Setup Trimble Business Center project and controller files. Download, maintain, and manage project data.
- Task 17. Survey control field work, including control placement, horizontal ties, levels and adjustments. Survey control will consist of either MAG Nails in asphalt or, where applicable, 18"x5/8" rebar with 2-inch aluminum caps clearly stamped SANDERSON STEWART CONTROL MONUMENT with the control point number. Control points will be spaced no more than 250 feet apart in scanning areas, and no more than 600 feet apart in non-scanning areas. All control points will be double observed to ensure horizontal accuracy within 0.04 feet. Reciprocal levels will be performed to ensure vertical accuracy to within 0.03 feet.
- Task 18. Search and tie existing property corner monuments within the project area. Adjust boundary calculations based on found monuments and perform secondary searches. Prepare drawing of approximate boundaries and street rights-of-way.
- Task 19. Field work related to LIDAR scanning survey. Scanning will be utilized to collect topographic survey data for hard surface and vertical elements of the project corridor. We anticipate utilizing approximately 30 setups at intersection, mid-block and mid-alley locations to obtain adequate coverage of project surface features.
- Task 20. Downloading and register of scanning data to create one point cloud.
- Task 21. Review of LIDAR scanning data to determine if there are any voids in the scan data that need to be surveyed. Trim the point cloud and clear the data of "noise" created from traffic, pedestrians, parked cars, and tree canopy.
- Task 22. Drafting in AutoCAD of line work and point features utilizing LIDAR scanning data for use in design. Resulting cadd line work will be integrated in a dedicated cadd file for use in design (see Task 23).

- Task 23. Creation of existing conditions surface model in AutoCAD based on LIDAR scanning surface data for use in design.
- Task 24. Topographic survey pickups of project area to supplement LIDAR scanning data (e.g., berms on both banks of City-County Drain). Pickup surveys will utilize conventional total station methods.
- Task 25. Processing of completed topographic survey data, importation into base CADD file and drafting existing conditions features. Unless otherwise directed by the City, the project will use the following coordinate systems:
- a. Billings Low Distortion Projection (NAD83-2011) with horizontal units expressed in international feet.
 - b. Vertical datum will be NAVD88 with GPS elevations derived from GEOID12A and vertical units expressed in U.S. survey feet.
- Task 26. Preliminary geotechnical field investigation and report to be performed by SK Geotechnical. Scope of work includes:
- c. Three (3) penetration test borings in King Avenue East drilled to a depth of 20 feet; one (1) east of Orchard Lane; one (1) between Hallowell Lane and Hillview Lane; and one (1) between Hillview Lane and Jackson Street.
 - d. One (1) penetration test boring drilled to a depth of 15 feet on Stephens Lane south of Jansma Avenue.
 - e. Three (3) hand auger borings drilled to a depth of 4 feet; one (1) east of Orchard Lane; one (1) immediately east of Hallowell Lane; and one (1) between Hillview Lane and Jackson Street.
 - f. Dynamic Cone Penetrometer (DCP) testing at four (4) locations directly adjacent to the hand auger borings for the purpose of correlating with laboratory CBR test results.
 - g. Two (2) piezometers will be installed for monitoring groundwater elevations.
 - h. Laboratory tests, including visual classification, moisture content, pH, resistivity, water soluble sulfate content, grain-size distribution, Atterberg Limits, strength testing and California Bearing Ratio, as appropriate.
 - i. Summary geotechnical report with recommendations for pavement section design, subgrade treatment, utility installations and groundwater remediation (if required).
- Task 27. Review of as-built drawings and reports for past projects within the project area. This information will supplement topographic survey data to establish a complete picture of existing conditions surface and utility features.

- Task 28. Preliminary storm water analysis including delineation of contributing drainage areas, analysis of peak flows for the existing and proposed improvements for the 10-year, 24-hour design storm and analysis of existing and proposed inlet and storm drain main capacity.
- Task 29. Groundwater monitoring by Sanderson Stewart via piezometers to be placed by SK Geotechnical. Monitoring would be conducted once per month from May 2019 through November 2019.
- Task 30. Setting up of plan sheets and creation of title sheet.
- Task 31. Geometric design layout of proposed surface improvements and striping in AutoCAD. Includes time for dimensioning and labeling striping.
- Task 32. Design, dimensioning and labeling of proposed signing improvements in AutoCAD.
- Task 33. Preliminary plan view design layout of multi-use path facilities.
- Task 34. Preliminary design of plan and profile storm drain features in AutoCAD, including labeling and dimensioning.
- Task 35. Preliminary design of plan and profile water distribution system features in AutoCAD, including labeling and dimensioning.
- Task 36. Creation and layout of plan and profile sheets in AutoCAD.
- Task 37. Creation and ongoing maintenance of AutoCAD corridor model for surface improvements design.
- Task 38. Labeling and dimensioning of miscellaneous plan features such as street names, property owners, land survey information and other such pertinent information.
- Task 39. Development and ongoing adjustments of cross sections for streets with the project infrastructure area. Cross sections will be cut at 50-ft intervals, as well as at other key project alignment locations.
- Task 40. Drafting in AutoCAD of typical sections to illustrate planned surface improvement details, as well as creation of other typical project details that are not included in MPWSS or the City Standard Mods.
- Task 41. Preliminary analysis and design of street lighting improvements. This task will include related calculations, drafting and production of preliminary plan sheets, specifications and electrical opinions of cost.
- Task 42. Preparation of right-of-way exhibits to be utilized for public meetings and individual property owner meetings.
- Task 43. Performance of quantity take-off calculations and preparation of preliminary (50%) opinions of probable construction cost.
- Task 44. Development of preliminary project specifications, including

special provisions intended to clarify project details.

- Task 45. Design of preliminary construction traffic control concepts and supportive special provisions. Special provisions will address recommended sequencing and schedules for full and partial roadway closures.
- Task 46. Perform quality control review of preliminary (50%) plans and opinions of probable cost. Revisions to submittal materials will be made as necessary based on review comments.
- Task 47. Attend one (1) preliminary design review meeting at City of Billings – Public Works offices.
- Task 48. Administration of one (1) neighborhood meeting to present preliminary design concepts and details to interested project stakeholders. Mailing of notifications and arrangement of venue are assumed to be the responsibility of the City for the purposes of this scope of work.
- Task 49. Preparation and submittal of preliminary (50%) plans and specifications to City for review.
- Task 50. Direct reimbursable expenses such as printing and mileage.

Phase 100 Deliverables:

Preliminary (50%) design plans, geotechnical report and an opinion of probable construction cost (15% contingency). Physical deliverables to include up to four (4) sets of 11x17-sized preliminary plans and specification booklets.

Phase 200. Final (90%) Design Services

- Task 1. General project management, including internal meetings and administrative tasks.
- Task 2. Weekly project update e-mails will be sent to the City of Billings Project Manager (Tyler Westrope) and the City Engineer (Debi Meling).
- Task 3. Meetings and correspondence with City of Billings staff on project-related items and issues.
- Task 4. Meetings and correspondence with SBURD staff on project-related items and issues.
- Task 5. Additional potholing (up to 10 potholes in 1 day) to locate public and private utilities based on design development.
- Task 6. Ongoing correspondence with land owners with questions about the project.
- Task 7. Completion of storm water analysis and preparation of Stormwater Management Design Report with associated exhibits and details.

- Task 8. Additional pick-up topographic survey (conventional) as required.
- Task 9. Ongoing consultation with geotechnical subconsultant on design-related details and specifications. Preliminary recommendations may be revised based on the development of design details for the project.
- Task 10. Final geometric design layout of proposed surface improvements and striping in AutoCAD. Includes time for dimensioning and labeling striping.
- Task 11. Final design, dimensioning and labeling of proposed signing improvements in AutoCAD.
- Task 12. Final adjustments to plan view design layout of multi-use path facilities.
- Task 13. Final design of plan and profile storm drain features in AutoCAD, including labeling and dimensioning.
- Task 14. Final design of plan and profile water system features in AutoCAD, including labeling and dimensioning.
- Task 15. Plan and profile sheet updates in AutoCAD.
- Task 16. Ongoing work to update the AutoCAD corridor models based on final design development.
- Task 17. Detailed grading design of ADA ramps at project intersections.
- Task 18. Detailed grading design of driveway and alley approaches.
- Task 19. Detailed grading design for locations where project improvements match or blend into existing private property surfaces
- Task 20. Final labeling and dimensioning of miscellaneous plan features such as street names, property owners, land survey information and other such pertinent information.
- Task 21. Ongoing adjustments to cross sections for streets with the project infrastructure area based on design development.
- Task 22. Final modifications to typical sections and other typical project details not included in MPWSS or the City Standard Mods.
- Task 23. Final analysis and design of street lighting improvements. This task will include all related calculations, drafting and production of final plan sheets, specifications and electrical cost estimates.
- Task 24. Perform quantity take-off calculations and prepare final (90%) opinions of probable construction cost.
- Task 25. Prepare final (90%) project specifications.
- Task 26. Prepare final (90%) traffic control plans and special provisions.
- Task 27. Prepare draft construction contract documents for City review.
- Task 28. Prepare Montana Department of Environmental Quality (DEQ) package and submit for review and approval. Includes review

fees estimated at \$400.

- Task 29. Perform a detailed quality control review of final (90%) plans and cost estimates. Revisions to submittal materials will be made as necessary based on review comments.
- Task 30. Attend one (1) final design review meeting at City of Billings – Public Works offices.
- Task 31. Coordinate with City of Billings staff to schedule and administer a second informational neighborhood meeting. Mailing of notifications and arrangement of venue are assumed to be the responsibility of the City for the purposes of this scope of work.
- Task 32. Preparation and submittal of final (90%) plans and specifications to City for review.
- Task 33. Direct reimbursable expenses such as printing and mileage.

Phase 200 Deliverables:

Final (90%) geotechnical report, storm report, alignment and grade plans, and construction cost estimates (with 10% contingency). Physical deliverables to include up to four (4) sets of 11x17-sized preliminary plans and specification booklets.

Phase 300. Bid (100%) Design and Contract Administration Services

- Task 1. General project management, including internal meetings and administrative tasks.
- Task 2. Weekly project update e-mails will be sent to the City of Billings Project Manager (Tyler Westrope) and the City Engineer (Debi Meling).
- Task 3. Meetings and correspondence with City of Billings staff on project-related items and issues.
- Task 4. Final revisions to design plans and specifications based on City of Billings review comments.
- Task 5. Assist in preparation of bid advertisement and provide documents to prospective bidders and suppliers. Bid advertisement text will be provided to the City for publication.
- Task 6. Attendance of one (1) pre-bid meeting.
- Task 7. Provision of responses to contractor request for information (RFIs) during the bidding process.
- Task 8. Preparation and distribution of bid addenda (as required).
- Task 9. Attendance of public bid opening.
- Task 10. Tabulation of bids and recommendation of award to the City of Billings.
- Task 11. Assistance to City in the procurement of final contract agreement,

verification of insurance and bonds, and issue of notice to proceed.

Task 12. Direct reimbursable expenses such as printing and mileage.

Phase 300 Deliverables:

Final plans and specifications for review and bidding, construction cost estimate(s), bid tabulations, and Recommendation of Award.

Phase 400. Construction Observation and Contract Administration Services (assumes a single 80-day construction contract)

- Task 1. General project management, including internal meetings and administrative tasks.
- Task 2. Attendance of approximately twelve (12) weekly construction meetings with Contractor and City of Billings staff, as well as ongoing correspondence with the Contractor and City throughout construction.
- Task 3. Attendance of one (1) pre-construction meeting.
- Task 4. Site visit to take pre-construction photos for the purpose of documenting project features and conditions prior to the start of construction.
- Task 5. Review of project shop drawings as submitted by contractor. Reviewed shop drawings to be provided to the City of Billings.
- Task 6. Preparation of valve operation requests and submittal to City of Billings for processing. Coordination with Contractor on requests.
- Task 7. Review of traffic control plan proposals as made by Contractor and submittal of proposals to City of Billings with comments and recommendations for revisions and/or approval.
- Task 8. Site visits by the Project Manager and/or Project Engineer(s) and subconsultants other than for the scheduled weekly meeting with the Contractor.
- Task 9. Meetings with property owners to address questions or concerns during construction, as well as to notify property owners of progress and impending impacts to private property or access.
- Task 10. Response to contractor-submitted requests for information (RFIs) during construction. This task shall include all necessary time for drafting plan modifications and design revisions as needed to address RFIs.
- Task 11. Review and processing of pay applications and change orders for the project. This task shall include time for verification of bid item quantities both in the office and in the field as necessary to recommend approval of pay applications.

- Task 12. Daily observation of construction activities based on an anticipated 80-day construction contract. Sanderson Stewart and/or SK Geotechnical will provide full-time (average of 8 hrs/day) observation services for all sub-surface water and storm drain construction work, as well as during earthwork and paving operations.
- Task 13. Observe traffic control operations for each zone application to determine if adjustments need to be made in the field. Coordinate with City staff on a decision for potential modifications.
- Task 14. Observe storm drain and water system testing in the field. Review Contractor-provided video logs and submit to City of Billings with required forms.
- Task 15. Coordination of materials testing per City of Billings specifications on frequency and conformance standards. Sanderson Stewart staff will coordinate schedules for testing and keep detailed records of where tests are performed relative to construction details.
- Task 16. Record project bid item quantities and details in-place for use in evaluating pay applications and the completion of record drawings.
- Task 17. Final walk-through inspection of project once substantial completion is reached. Includes time for summarizing final inspection results via a memo to be sent to the Contractor and the City of Billings.
- Task 18. Preparation of project record drawings for submittal to City of Billings and Montana Department of Environmental.
- Task 19. One-year anniversary warranty inspection of project. Includes time for summarizing final inspection results via a memo to be sent to the Contractor and the City of Billings.
- Task 20. Direct reimbursable expenses such as printing and mileage.

Phase 400 Deliverables:

Weekly project update e-mails, reviewed shop drawings, reviewed pay applications and change orders, storm drain video logs and forms, copies of materials testing records, record drawings, final and one-year warranty walk-through summary memos.

Phase 500. Construction Staking

- Task 1. General project management and coordination of staking requests with Contractor.
- Task 2. Meetings and consultation with Project Manager and/or Project Engineer.
- Task 3. Preparation of survey computations in the office prior to field work.

- Task 4. Preparation of point files and exhibits for staking.
- Task 5. Staking for street lighting and related electrical features.
- Task 6. Staking of signing and striping improvements. Stake all actual sign locations. Stake actual striping every 50 feet. Stake miscellaneous striping features at ends, point of curves and point of tangent.
- Task 7. Staking of subgrade for street, sidewalk and multi-use path improvements.
- Task 8. Staking of curb and gutter, driveway and alley approaches, sidewalk, bulb-out and ADA ramp improvements.
- Task 9. Staking of multi-use path improvements that are on an independent alignment from the street template.
- Task 10. Blue-top staking for paving operations at 50-ft intervals on centerline only.
- Task 11. Staking of water system improvements, including mains, valves, hydrants, and service connections.
- Task 12. Staking of storm drain facilities, including pipe, manholes, inlets and treatment facilities (if applicable).
- Task 13. Direct reimbursable expenses such as printing, stakes and mileage.

Phase 500 Deliverables:

Weekly project update e-mails.

Exclusions from Scope of Work

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

1. Landscape or landscape irrigation design and specifications – the City of Billings has directed that landscape improvements will not be included in this project. The Contractor will be required to stabilize and re-seed disturbed areas as per the requirements of NPDES and DEQ regulations.
2. Design, specifications or permitting related to erosion control and storm water management during construction; this work shall be considered to be the responsibility of the Contractor. Sanderson Stewart will be in no way responsible for reviewing, approving or monitoring Contractor-required storm water pollution prevention plan (SWPPP) documentation or installation measures. The Contractor shall be required to prepare and submit for approval the Notice of Intent (NOI), Notice of Termination (NOT) and all related supportive materials.
3. Design of retaining walls or other structural features (not anticipated to be required at this time). If the design of such features is required for the project

design, the additional services can be provided through an amendment to the contract.

4. Design of private utilities (natural gas, oil, power, fiber optic, telephone, cable television or other) facilities.
5. Creation and of maintenance of a project website, as it is presumed that the City will provide a website for the project.

Appendix B
Methods and Times of Payment
W.O. 19-22

King Avenue East – Orchard Lane to Jackson Street Road Improvements

Section 1. Payments for Basic Services.

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

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

A. For services rendered as identified within Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed, the following amount:

1. Design and Construction Administration Services \$489,550.00

B. Final payment shall be the above stated basic fee less all previous payments.

Section 2. Payments for Extra Services when Authorized by Billings.

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on an hourly basis at the applicable fees in Appendix D.

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C
Additional Services of Engineer
W.O. 19-22
King Avenue East – Orchard Lane to Jackson Street Road Improvements

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

- A. Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study.

Appendix D
Schedule of Professional Fees
W.O. 19-22

King Avenue East – Orchard Lane to Jackson Street Road Improvements

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.

(Please see attached rates).

CHARGE OUT RATES EFFECTIVE AUGUST 2018

At Sanderson Stewart, we strive to provide great customer service and value. While we can offer the traditional method of billing by hourly charge rates, we strongly encourage our current and prospective clients to consider a lump sum arrangement in determining your overall project compensation. Fixed-fee projects can result in substantial savings over our posted hourly billing rates and provide a level of certainty at the outset of your project.

STAFF PERSONNEL SERVICES

Expert Witness/Special Consultant	\$ 265.00 /hour
Principal	\$ 190.00 /hour
Senior Engineer	\$ 170.00 /hour
Project Engineer	\$ 115.00 /hour
Staff Engineer	\$ 90.00 /hour
Engineer Intern	\$ 65.00 /hour
Senior Land Planner	\$ 135.00 /hour
Land Planner	\$ 130.00 /hour
Right-of-Way Agent	\$ 135.00 /hour
Landscape Architect	\$ 125.00 /hour
Landscape Designer	\$ 80.00 /hour
Senior Professional Land Surveyor	\$ 130.00 /hour
Professional Land Surveyor	\$ 110.00 /hour
Staff Surveyor	\$ 95.00 /hour
Field Survey Technician	\$ 80.00 /hour
Marketing Director	\$ 125.00 /hour
Graphic Artist	\$ 100.00 /hour
Photographer	\$ 180.00 /hour
Web Developer	\$ 90.00 /hour

Billings
Bozeman
Denver
Fort Collins



Senior Designer	\$ 100.00 /hour
Designer	\$ 90.00 /hour
CADD Technician	\$ 80.00 /hour
Senior Construction Engineering Technician	\$ 110.00 /hour
Construction Engineering Technician	\$ 85.00 /hour
Construction Inspector	\$ 80.00 /hour
Project Administrator	\$ 70.00 /hour
Administrative/Clerical	\$ 65.00 /hour

SURVEY CREW SERVICES

1-man Crew/2-man Crew	\$ Per Job
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OUTSIDE CONSULTANTS

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

INDEPENDENT LABORATORIES

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

ADMINISTRATIVE EXPENSES

Administrative expenses (including copies, prints, phone, postage, materials, and travel) based on professional services only 3.5% *

* unless modified by contract

Appendix E
Project Schedule
W.O. 19-22

King Avenue East – Orchard Lane to Jackson Street Road Improvements

Based on a notice to proceed by Billings date no later than April 22, 2019, the completion date for the Engineer's work through final design shall be:

- | | |
|---------------------------------|---------------------------|
| 1. Preliminary Design Services: | <u>July 31, 2019</u> |
| 2. Final Design Services: | <u>September 15, 2019</u> |
| 3. Bid Design Services: | <u>October 4, 2019</u> |

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. 19-22**

King Avenue East – Orchard Lane to Jackson Street Road Improvements

(Attach Certificate(s) of Insurance)



ENGINC-02

CTHELEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2019

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 have ADDITIONAL INSURED provisions or 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 Billings Office PayneWest Insurance, Inc. P.O. Box 30638 Billings, MT 59107-0638	CONTACT NAME:		FAX (A/C, No): (406) 245-9887
	PHONE (A/C, No, Ext): (406) 238-1900	E-MAIL ADDRESS:	
INSURED Sanderson Stewart 1300 North Transtech Way Billings, MT 59102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Cincinnati Insurance Company		10677
	INSURER B: Montana State Fund		15819
	INSURER C: Travelers Casualty Insurance Company of America		19046
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDI 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	EPP0318062	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		EPP0318062	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		EPP0318062	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	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	N/A	031048770	7/1/2018	7/1/2019	<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
C	Professional Liab.			105269194	4/17/2019	4/17/2020	Aggregate 2,000,000
C	Pollution Liab			105269194	4/17/2019	4/17/2020	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If indicated: Primary Additional Insured, Non Contributory, Waiver of Subrogation, Per Project Aggregate, and Contractual Liability Applies per form GA233.
The Umbrella policy extends over the General Liability, Automobile Liability, and Employer's Liability Coverage on the Work Comp policy. Additional Insured and Waiver of Subrogation applies on Auto Coverage per form AA4171 & 4172. 30 Day NOC per form IL0017

RE: W.O. 19-22, King Avenue East - Orchard Lane to Jackson Street Road Improvements

CERTIFICATE HOLDER

CANCELLATION

City of Billings
P.O. Box 1178
Billings, MT 59103

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

Cindy Thelen