

Contract for Professional Architectural and Engineering Services

W.O 20-24 West End Storm System Improvements

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 9 pages (Basic Services of Contractor);
- Appendix B consisting of 2 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Contractor);
- Appendix D consisting of 5 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of (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 DOWL.

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, 2022.

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
2224 Montana Avenue
Billings, Montana (ZIP) FAX: (406) 237-6291

Contractor: DOWL
Greg Gabel, PE, CFM
Project Manager
222 N 32nd Street, Suite 700
Billings, MT 59101 FAX: (406) 656-6398

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: Wade Irion, PE, Regional Business Supervisor

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

William A. Cole, Mayor

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

IRS Tax ID # _____

City Clerk

APPROVED AS TO FORM:

Date: _____

By _____

BRENT BROOKS, City Attorney

Appendix A

Basic Services of Engineer

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 Greg Gabel, P.E.

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.

Section 3. Scope of Work.

The project is divided into two phases to provide focus and efficiency. Phase I will include landowner coordination, supplemental survey, legal review, right of way research, updates to master plan assumptions and stormwater modeling, hydraulic analysis of required conveyance improvements, preliminary design and cost estimates, all to guide selection of a preferred alternative. The selected storm drainage solution for the 54th to Grand to 48th corridor will then be advanced to Phase II for final design and construction administration. Final design and construction plans for drainage improvements at the Grand Peaks retention pond, Fire Station 7, and the intersection of 54th and Grand will also be included in Phase I.

Task 100: Project Management

- 1) Perform general project management tasks including; monthly billing, project status updates, and regular coordination with the project team and City of Billings.
 - a. Assumed a four-month duration for Phase I.
- 2) Periodic coordination meetings with City of Billings Project Manager to guide project direction. Four meetings assumed. These meetings may be to discuss findings, strategize for landowner negotiations, or to make key decisions on project direction.
- 3) Obtain and review additional pertinent information from the City, including as-built construction drawings, drainage reports, and plat maps for recent developments.

Task 100 Deliverables:

- 1) ***Monthly progress reports will be submitting summarizing the work under the various tasks.***
- 2) ***Minutes from project review meetings***

Task 200: Ditch Company and Landowner Coordination

- 1) Prepare for meetings with ditch companies and landowners.
 - a. Assume 2.5 hours of preparation and post meeting documentation for each meeting to develop exhibits, electronic presentation materials, and meeting minutes.
- 2) Coordinate with representatives of Big Ditch and Snow Ditch companies
 - a. Assume 1 meetings with Russ Cummins, the ditch superintendent for Big Ditch and Snow Ditch to better understand operation of the ditches.
 - b. DOWL has assumed no other meetings with Big Ditch or Snow Ditch.
- 3) Coordinate with landowners and lessees for Monad Irrigation Ditch and BD/PD-1 Ditch.
 - a. It is difficult to estimate the level of effort for landowner negotiation to use these various ditches. DOWL has assumed the following minimum meetings and will not to exceed a total budget of \$12,500 for coordination efforts on the Monad Ditch and BD/PD-1 Ditch. It is anticipated some additional coordination and negotiation will still be required through Phase II Final Design.
 - i. The Monad Ditch is located on five different properties along 48th Street including, Yellowstone County, Regal Land Development, Darryl & Dana Love, Staley Family Trust, and Danny Brooks.
 1. Assume 2 brief meetings (1 hour each) with individual landowners.
 2. Assumed one representative from DOWL will attend one of the meetings and two representatives will attend the other meeting.
 3. Property owners with historic use from the Monad Ditch include, Regal Land Development, Mary & Joel Dyk Trust, Lenhardt Square Subdivision, St. Vincent Healthcare Subdivision.
 - a. DOWL will work with the City of Billings to verify with these property owners that the water rights and/or water shares are no longer needed.
 - ii. The BD/PD-1 Ditch is located on five different properties along 48th Street including, Yellowstone County, Legacy Subdivision, Black Rock Subdivision, Valerie Lackman, and Patricia Hart.
 1. Assume 2 brief meetings (1 hour each) with individual landowners.
 2. Assumed one representative from DOWL will attend one of the meetings and two representatives will attend the other meeting.
 3. Assumed ditch users of the BD/PD-1 Ditch include Patricia Hart and Yellowstone County.
 - a. DOWL will work with the City of Billings to verify that other developments along the ditch no longer use ditch water.
- 4) During negotiations with ditch companies and landowners, it is anticipated that additional analysis and coordination may be required to answer questions and address concerns that will arise. DOWL has assumed 20 hours for these additional efforts.
- 5) Also assumed \$5,000 in legal expenses for attorney services to assist in developing joint-use agreements, easements, and to provide legal advice on key points of law.

Task 200 Deliverables:

- 1) ***Minutes from landowner/water user coordination meetings including exhibits prepared***

2) Draft joint use agreements, if negotiation progress that far

3) Supporting exhibits for easements

Task 300: Surveying, Utilities, and Right-of-Way

Elevation data will be primarily obtained from the City of Billings LiDAR mapping. Supplemental design surveys will be completed to develop construction plans for the individual locations of drainage improvements, for modifications to existing irrigation ditches and structures, and to establish the location of right-of-way in the various areas of proposed construction. An evaluation of potential critical utility conflicts throughout the project area will also be completed.

- 1) Right-of-Way research will be completed in key areas along the various corridors to verify if the existing ditches are located within the public right-of-way or on private lands. Key areas to be evaluated include the lower portion of 54th Street corridor, the Monad Ditch along the east side of 48th Street, the BD/PD-1 ditch corridor including the section along 48th Street, and the north side of Grand Avenue between 54th and 48th Street.
 - a. Right-of-way plans and as-built/record drawings applicable to this project will be obtained from the City.
 - b. Obtain plats and certificates of survey to determine the location of the existing right-of-way within the corridor. This will be limited to review the data available online and data provided by the City of Billings. No additional research at the County Court house is assumed for the Phase I right-of-way research.
 - c. Survey property controlling corners (e.g. section corners, quarter corners, centerline monument boxes) along the corridor and property corners along the corridor that can be located and tied with minimal effort. Property corners that are not found will not be reset.
- 2) Design surveys will be completed for development of construction plans associated with the drainage improvements at the Grand Peaks Subdivision retention pond, Fire Station 7, and at the 54th and Grand Intersection. This will include utility locates and establishing their horizontal and vertical position, where possible. Property boundary lines will not be surveyed and assumed to be identified based on as-built plans.
- 3) Additional survey pickups will be required along several of the key ditches to verify accuracy of the LiDAR data and for use in evaluating existing ditch capacities. DOWL will collect cross-section data on these key ditches every 100 to 200 feet and survey any found structures (culverts, checks, headgates, etc.) within these ditches. The assumed key ditches are: Big Ditch crossing on 52nd Street, Monad Ditch, Monad Drain, and BD/PD-1.
- 4) Other areas within the study area may require some additional topographic or structure surveys for evaluating alternatives. DOWL has assumed an additional 2 days for a two-man survey crew to collect this miscellaneous survey data.
- 5) An evaluation of critical utilities (water, sewer, fiber optic, etc..) that could limit the feasibility of alternative outfall alignments will be conducted. DOWL will coordinate with the various utility companies to identify these potential critical conflicts. It assumed utilities will be collected along four 500-ft sections distributed through the 54th Street, Grand Avenue, 48th Street, and potentially Central Avenue corridors.

Task 300 Deliverables:

1) Base mapping for final design of drainage improvements at the Grand Peaks Subdivision retention pond, Fire Station 7, and at the 54th and Grand Intersection

Task 400: Stormwater Modeling

Revisions to the West Billings stormwater model will be completed to better represent the recent development strategy for managing stormwater which includes full retention and subsequent pumped discharge. Updates to the model will include global edits for the entire West Billings stormwater planning model to predict future runoff in light of recent stormwater control methods, updated zoning, and updates to existing (62nd Street detention ponds) or assumed future (i.e. Cottonwood Park) regional detention storage. Updates to the West Billings Stormwater Planning Model will start from the 2018 West Billings Alternatives Modeling, using Alternative 5 as a basis (additional detention storage and 1.0 cfs per 10 acres of assumed runoff). Updates to the model assumptions will be discussed with the City during one of the project meetings. The updated model will then be trimmed to the current study area and adjust to model current runoff conditions along the roadway corridor. This model will be used to evaluate stormwater conveyance alternatives within the current study area corridor, utilizing existing irrigation and drain ditches, new storm drains, or a combination of both. Specific sub-tasks are as follows:

- 1) Evaluate the benefits of reducing the contributing area to 54th Street, including evaluating the feasibility of redirecting stormwater along Rimrock Road to the new 62nd and Rimrock detention ponds.
- 2) Evaluate different alternatives for Cottonwood Park detention storage.
- 3) Evaluate a regional retention pond that discharges into Cove Ditch.
- 4) Update the current Public Right-of-Way Only Model, which predicts the future roadway runoff under full build-out, to be consistent with other updates and resize the required storm drain accordingly.
- 5) Review LiDAR data and determine drainage patterns along the key road corridors. Identify how much of the existing roadway drainage already contributes to existing irrigation ditches.
- 6) Update project-specific model (the model for the 54th to Grand to 48th corridor) to reflect the runoff conditions of the current roadway (2 lane roadway with adjacent open ditches).
- 7) Evaluate 2-3 alternatives for interim stormwater conveyance along 54th Street to Grand.
- 8) Evaluate 3-4 alternatives for interim stormwater conveyance along the 54th to 48th Alignment (Along Grand Avenue, down 52nd Street and east along north side of Oak Ridge Subdivision, or down 52nd Street and east along Central Avenue).
- 9) Evaluate 2-3 alternatives for interim stormwater conveyance along 48th
 - 1) The evaluations will be presented to the City for selection of a preferred alignment to move forward with.
 - 2) The preferred combination of alternatives will be incorporated into the West Billings Stormwater Planning Model for the full-buildout scenario to evaluate future performance.

Task 400 Deliverable:

- 2) ***Exhibits and tables showing the key results of the stormwater analysis. It assumed no technical memo will be provided.***

Task 500: Irrigation Ditch Capacity Evaluations

- 1) The available capacity of the existing irrigation and drain ditches will be determined in addition to the required capacity and flow depth for continued irrigation flows. The results of this task will be used to determine the required improvements to existing ditches or ditch structures to accommodate stormwater conveyance.
- 2) Hydraulic analyses of the following ditches will be completed using GeoHECRAS together with the LiDAR data and cross-section data collected through Task 300.
 - a. BD/PD-1 Ditch
 - b. Monad Ditch
- 3) The typical and peak operating flows will be determined through visual observation and discussions with users. No flow measurement will be collected during Phase I. It assumed flow measurement will be completed in Phase II during final design.
- 4) The required near-term and long-term needs for enlarging the existing ditches will be determined by combining the results of the stormwater modeling (Task 400) and the evaluation of existing ditch capacities.

Task 500 Deliverables:

- 1) ***Exhibits and tables showing the key results of the ditch capacity evaluation. It assumed no technical memo will be provided.***

Task 600: Preliminary Design and Cost Estimates

- 1) Identify key utilities within the corridor that potentially have conflicts. Design alternatives discussed below will be design around these key utilities. The future utility layout would be also reviewed for each segment of roadway to verify interim solutions are located in proper locations and are not in conflict with other utilities.
- 2) Evaluate two alternatives for interim stormwater conveyance along 54th Street to Grand. Solutions will accommodate drainage improvements at Fire Station 7 and the 54th and Grand intersection. The evaluations will include the following:
 - a) Assumed the irrigation ditch on the west side is off limits for conveyance of stormwater.
 - b) Determine if there is room within the existing right-of-way to construct a roadside drainage ditch, on either the west or east side.
 - c) Evaluate a possible combination of a piped storm drain system and an open ditch system.
 - d) Cost estimates will be prepared for the recommended alternative.
 - e) The evaluation will be presented to the City for selection of a preferred alignment to move forward with.
- 3) Evaluate 3-4 alternatives for interim stormwater conveyance along the 54th to 48th Alignment (North Side of Grand Avenue, 52nd to North of Oak Ridge Subdivision). The evaluations will include the following:
 - a) Evaluate right-of-way or easement needs to construct an open ditch along the alternative corridors.

- b) Evaluate construction of a storm drain trunkline to convey flows along Grand Avenue to 48th Street.
 - c) Evaluate a combination of open ditches and storm drains.
 - d) Evaluate feasibility of draining runoff west along Grand Avenue, from 48th West to 52nd Street as an interim solution.
 - e) Evaluate conveying flows south along 52nd Street West corridor to BD/PD-1 ditch and east to 48th Street along the north side of the Oakridge Estates Subdivision east to 48th Street.
 - f) Evaluate feasibility of draining water into the BD/PD-1 ditch and east along Central Avenue.
 - g) Cost estimates will be prepared for the various alternatives.
 - h) The evaluation will be presented to the City for selection of a preferred alignment to move forward with.
- 4) Evaluate 2-3 alternatives for interim stormwater conveyance along 48th Street from the Big Ditch to the Hogan Slough. The evaluations will include the following:
- a) Determine if the Monad ditch can be used as a stormwater conveyance. Also review the possibility of using the Central Ditch for stormwater.
 - b) Determine if the lower portion of the BD/PD-1 ditch can be used to drain stormwater to the 48th Street Drain.
 - c) Determine if there is room within the existing right-of-way to construct a roadside drainage ditch, on either the west or east side between Central and King Avenue.
 - d) Evaluate a combination of open ditches and storm drains.
 - e) Cost estimates will be prepared for the various alternatives.
 - f) The evaluation will be presented to the City for selection of a preferred alignment to move forward with.

Task 600 Deliverables:

- 1) ***Exhibits and tables showing the key results of the preliminary design. It assumed no technical memo will be provided.***

Task 700: Final Design of Select Drainage Improvements

The City has identified three miscellaneous drainage issues located within the proposed study area including the Grand Peaks Subdivision Pump System, Fire Station 7 drainage improvements, and the drainage issue at 54th Street West & Grand. The drainage issue will be developed in conjunction with the overall recommended solution. Depending on timing of the negotiation with landowners and ditch companies the construction of the recommended outfall system may extend into 2021. All three of these drainage improvements will be designed in a single 100% construction plans and specifications. DOWL will not prepare a typical competitive bid package, only basic overview drawings and standard details along with Special Provision specifications and a bid item schedule for obtaining contractor quotes.

- 1) Project Initiation
 - a. Conduct field review of project areas with City staff to review project objectives, pump location, force main alignment alternatives, and potential solutions.
- 2) Base Mapping

- a. Develop mapping for project drawings using as-builts and limited supplementary survey from Task 300. This scope does not include research to verify existing right-of-way locations or determining locations where additional right-of-way or easements must be secured by the City.
- 3) Existing Utility Research & Mapping
 - a. Collect from City and private utilities available as-builts and other information as applicable. Incorporate available information into design drawings and specifications. Supplement survey will be completed to identify any gaps in the utilities.
- 4) Preliminary Pump System Design
 - a. Review Grand Peaks drainage report and verify maximum storage and required discharge.
 - b. Design general layouts and design concepts for pond outlet(s), pump station(s), and force main(s). The pump stations are assumed to be simple below-grade vault/manhole structures with a manufactured vendor package system consisting of single submersible pumps and integral control system with panel. Evaluate trenchless force main installation feasibility and methods. Perform basic system hydraulic evaluation for system component sizing. Prepare 90% review drawings and Special Provisions.
- 5) Electrical Components
 - a. DOWL will specify basic electrical requirements only. All electrical coordination and design is assumed to be the responsibility of the construction contractor or others.
- 6) Fire Station 7 drainage improvements
 - a. DOWL will design a drainage ditch and culvert under the Fire Station approach. It's assumed no hydraulic analysis will be performed for this design.
- 7) 54th Street West & Grand Avenue
 - a. DOWL will regrade the site and design a drainage culvert under 54th Street. It's assumed no hydraulic analysis will be performed for this design.
- 8) Design Review Meeting
 - a. Attend a 90% design review meeting with City staff.
- 9) Final Drawings & Specifications
 - a. Prepare final overview drawings, standard details, and specifications using all input received during preliminary design. Stamp and sign all plans and specifications with the seal of a Professional Engineer.
- 10) Additional Assumptions
 - a. System Components Assumption
 - i. It is assumed that the following project features are *not* included in the design: above-ground pump site structures, including pump house or fencing; permanent backup power; crane or hoist system; SCADA, telemetry, or remote monitoring; access roads; detention pond regrading; or any other significant feature not mentioned specifically in this scope.
 - b. Geotechnical & Environmental Investigations
 - i. It is assumed that basic soils information is available for past City projects to support all design work. No geotechnical investigations or report will be performed as part of this scope. Likewise, no environmental field reviews, literature reviews, sampling, testing, or other related tasks are included in this scope.

- c. Stakeholder Coordination
 - i. It is assumed that be no general public, landowner, agency, or other stakeholder involvement is required, other than what is specifically stated elsewhere in the scope.
- d. Permitting
 - i. It is assumed that all permitting, licenses, and approvals necessary to construct the project, including all fees, will be the contractor's responsibility and are excluded from this scope.
- e. Bidding & Construction Phases
 - i. This scope assumes no bidding or construction phase services.

Task 800 Deliverables:

- 1) ***Preliminary 90% design review drawings and specifications***
- 2) ***100% design drawings and specifications for approval***

Task 900: Phase II Scoping

- 3) Following selection of the preferred combination of alternatives for stormwater conveyance through the project corridor, DOWL will develop a Scope of Work for Final Design. This will include a geotechnical investigation, final design surveys along the selected alignment, final design, final negotiations with landowners, final utility company coordination, and construction administration.

Task 900 Deliverables:

- 1) ***Phase II Scope of Work and Budget Estimate***

Phase II: Final Design and Contract Administration of Phase I Identified Improvements

To be added by Addendum.

Appendix B

Methods and Times of Payment

Section 1. Payments for Basic Services.

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

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 prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the total contract amount.

1. Project Management	\$8,560.00
2. Ditch Company & Landowner Coordination	\$22,573.00
3. Phase I Survey	\$29,240.00
4. Stormwater Modeling	\$26,670.00
5. Irrigation Ditch Capacity Evaluation	\$9,477.50
6. Preliminary Design	\$15,725.00
7. Final Design of Selected Drainage Improvements	\$21,706.00
8. Phase II Scoping	\$2,575.00
TOTAL Phase I Only	\$136,526.75

Phase II - Design and CA of Phase I - To be added by addendum \$TBD

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

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

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

Appendix D

Schedule of Professional Fees

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

The itemized schedule 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.



MONTANA FEE SCHEDULE

Personnel Billing Rates

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

Description	Rate	Description	Rate
Accounting Manager	\$155	Engineer VI	\$170
Accounting Technician	\$85	Engineer VII	\$180
Administrative Assistant	\$60	Engineer VIII	\$190
Administrative Manager	\$95	Engineer IX	\$215
Biologist I	\$100	Engineer X	\$230
Biologist II	\$110	Engineering Technician I	\$70
Biologist III	\$120	Engineering Technician II	\$85
Biologist IV	\$130	Engineering Technician III	\$95
Biologist V	\$175	Engineering Technician IV	\$115
CAD Drafter I	\$75	Engineering Technician V	\$125
CAD Drafter II	\$90	Engineering Technician VI	\$145
CAD Drafter III	\$100	Environmental Specialist I	\$90
CAD Drafter IV	\$110	Environmental Specialist II	\$105
CAD Drafter V	\$120	Environmental Specialist III	\$110
Civil and Transportation Designer	\$95	Environmental Specialist IV	\$120
Contract Administrator I	\$130	Environmental Specialist V	\$125
Contract Administrator II	\$155	Environmental Specialist VI	\$170
Corporate Development Manager	\$180	Environmental Specialist VII	\$180
Crew Chief I	\$90	Environmental Specialist VIII	\$190
Crew Chief II	\$100	Environmental Specialist IX	\$215
Crew Chief III	\$105	Environmental Specialist X	\$225
Crew Chief IV	\$115	Field Project Representative I	\$85
Crew Chief V	\$125	Field Project Representative II	\$95
Cultural Resources Specialist I	\$90	Field Project Representative III	\$125
Cultural Resources Specialist II	\$105	Geologist I	\$100
Cultural Resources Specialist III	\$115	Geologist II	\$110
Cultural Resources Specialist IV	\$135	Geologist III	\$120
Cultural Resources Specialist V	\$165	Geologist IV	\$140
Document Production Supervisor	\$120	Geologist V	\$165
Engineer I	\$95	GIS Technician	\$75
Engineer II	\$105	GIS Specialist	\$90
Engineer III	\$115	GIS Coordinator	\$140
Engineer IV	\$140	Graphics Designer	\$100
Engineer V	\$160	Inspector I	\$90



Inspector II	\$105
Inspector III	\$110
Inspector - Supervisor	\$130
Intern I	\$55
Intern II	\$75
Laboratory Supervisor	\$80
Laboratory Manager	\$95
Landscape Architect I	\$100
Landscape Architect II	\$115
Landscape Architect III	\$130
Landscape Architect IV	\$145
Landscape Architect V	\$160
Landscape Architect VI	\$170
Landscape Architect VII	\$180
Landscape Planner	\$105
Landscape Designer	\$85
Lead Materials Technician	\$85
Marketing & Administrative Manager	\$180
Marketing Assistant	\$75
Marketing Coordinator	\$95
Materials Technician	\$60
Materials Technician II	\$70
Materials Manager	\$100
Planning Technician	\$80
Planner I	\$90
Planner II	\$105
Planner III	\$125
Planner IV	\$145
Planner V	\$160
Planner VI	\$170
Planner VII	\$180
Planner VIII	\$190
Planner IX	\$210
Planner X	\$250
Professional Land Surveyor I	\$90
Professional Land Surveyor II	\$100
Professional Land Surveyor III	\$110
Professional Land Surveyor IV	\$120
Professional Land Surveyor V	\$130
Professional Land Surveyor VI	\$135

Professional Land Surveyor VII	\$145
Professional Land Surveyor VIII	\$155
Professional Land Surveyor IX	\$170
Professional Land Surveyor X	\$190
Project Assistant I	\$85
Project Assistant II	\$100
Project Administrator	\$100
Project Controller	\$125
Project Manager I	\$125
Project Manager II	\$140
Project Manager III	\$155
Project Manager IV	\$170
Project Manager V	\$185
Project Manager VI	\$200
Project Manager VII	\$215
Proposal Manager	\$110
Public Involvement Assistant	\$85
Public Involvement Planner	\$105
Public Involvement Coordinator	\$115
Public Involvement Program Manager	\$170
Real Estate Services Manager	\$150
Right of Way Assistant	\$85
Right of Way Agent I	\$95
Right of Way Agent II	\$110
Right of Way Agent III	\$125
Right of Way Agent IV	\$135
Right of Way Agent V	\$150
Right of Way Agent VI	\$185
Risk Manager	\$170
Senior CAD Drafter	\$135
Senior Civil and Transportation Designer	\$140
Senior Manager I	\$200
Senior Manager II	\$220
Senior Manager III	\$230
Senior Manager IV	\$265
Senior Manager V	\$275
Senior Manager VI	\$295
Senior Materials Technician	\$90
Senior Proposal Manager	\$155
Survey Crew Surveyor I	\$60



Survey Crew Surveyor II	\$70	Survey Technician V	\$95
Survey Crew Surveyor III	\$80	Survey Technician VI	\$105
Survey Crew Surveyor IV	\$90	Survey Technician VII	\$110
Survey Crew Surveyor V	\$100	Survey Technician VIII	\$120
Survey Technician I	\$55	Survey Technician IX	\$140
Survey Technician II	\$65	Survey Technician -- Supervisor	\$120
Survey Technician III	\$75	Systems Administrator	\$125
Survey Technician IV	\$85	Technical Coordinator	\$150

Survey Crews

One-Person Survey Crew	=	\$120/hour
One-Person Survey Crew GPS/ Robotics	=	\$130/hour
Two-Person Survey Crew (Non-GPS)	=	\$160/hour
Two-Person Survey Crew	=	\$180/hour
Two-Person Survey Crew GPS/ Robotics	=	\$190/hour
Two-Person Survey Crew (PLS + LSIT)	=	\$225/hour
Three-Person Survey Crew	=	\$260/hour

Travel, Mileage, & Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	0.85/mile
Vehicle Usage – Trucks & SUV's	=	1.05/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

Per Diem

Unless otherwise specified contractually, 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).

	Breakfast	Lunch	Dinner	Incidentals	GSA Per Diem Rate
Billings	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
Bozeman	\$14.00	\$16.00	\$26.00	\$5.00	\$61.00
Butte	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
Helena	\$16.00	\$17.00	\$28.00	\$5.00	\$66.00

All other cities not listed above, please use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>
 Please use the following link for the meal breakdown: <https://www.gsa.gov/travel/plan-book/per-diem-rates/meals-and-incidentals-expenses-mie-breakdown>

Notes

1. DOWL's Professional 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 Client and DOWL.
2. Straight-time rates are given. Multiply by 1.5 for overtime rates. Overtime rates will be applied at the rate prescribed by applicable state law.
3. Direct reimbursable expenses such as travel, freight, subcontractors, and request beyond those requests considered reasonable by the Project Manager for phone/fax/postage, office supplies, reproduction and photography, and laboratory analysis will be billed at cost plus the negotiated markup.
4. In-house equipment usage charges or specialized software/equipment that are not separately stated on the fee schedule will be negotiated at rates deemed fair and reasonable.
5. 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

Based on a notice to proceed by Billings date no later than April 1st 2020, the completion date for the Engineer's work through the Phase I Tasks shall be:

- A. Phase I Tasks – Fall 2020
- B. Phase II Tasks – To be added by addendum

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.

DESCRIPTIONS (Continued from Page 1)

Public Works Engineering is an additional insured on the general liability, automobile, and excess liability policies per the attached endorsements/forms. Waiver of subrogation applies on the general liability, automobile, and excess liability policies per the attached endorsements/forms. Notice of cancellation for the general liability, automobile, workers compensation, and excess liability policies per the attached forms, but at least 30 days written notice to the certificate holder.

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



DATE

03/05/20

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

City of Billings
Public Works Engineering
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
220089	01/01/20	12/31/20

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

PROJECT DESCRIPTION

54th to 48th Drain Improvement Project
WO 20-24
DOWL LLC's Project Number: 4036.21844.01

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
4041 "B" Street
Anchorage, AK 99503

ISSUING COMPANY:

TERRA INSURANCE COMPANY
(A Risk Retention Group)

A handwritten signature in blue ink, appearing to read "David C. Cook".

President