

Contract for Professional Engineering Services

W.O. 22-27 Landfill Gas Emissions Compliance

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

Part I, consisting of 15 Sections of Special Provisions;

Part II, consisting of 11 Sections of General Provisions;

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

Appendix B consisting of 2 pages (Methods and Times of Payment);

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

Appendix D consisting of 5 pages (Schedule of Professional Fees);

Appendix E consisting of 1 page (Project Schedule);

Appendix F consisting of 1 page (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 Jacobs Engineering Group Inc.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.

- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The 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. .

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 _____.

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 direct additional costs 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: Jeremy Hauge
 City of Billings
 Public Works/Engineering
 2224 Montana Avenue
 Billings, Montana 59101

email: haugej@billingsmt.gov
FAX: (406)237-6291

Contractor: Evan Griffiths
 Jacobs Engineering Group Inc
 1100 112th Avenue NE, Suite 500
 Bellevue, WA, 98004

email: Evan.Griffiths@jacobs.com

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.
- G. The Contractor and subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicates may not be discharges or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees

or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

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: Josh Lawson, Manager of Projects
(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

Jacobs Engineering Group Inc.

William A. Cole, Mayor

Name: Josh Lawson

Date: _____

Title: Manager of Operations

ATTEST:

Date: _____

City Clerk

IRS Tax ID # 95-4081636

Date: _____

APPROVED AS TO FORM:

By _____
City Attorney

Appendix A

Basic Services of Engineer

W.O. 22-27 Landfill Gas Emissions Compliance

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 Sarah Anunsen working under the Principal-in-Charge, Josh Lawson.

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. For this project, the Task Director designated is Jeremy Hauge, working under the City Engineer, Mac Fogelsong.

Section 3. Scope of Work.

Jacobs approach for the design and construction services to support the City's acquisition of a new LFG compliance flare are detailed within the ten project tasks below. The services will be governed by a contract to be mutually agreed to by the parties.

Task 1 – Project Management

Project management will include coordination of project deliverables, change management, quality management, and preparation of monthly invoices. Jacobs will lead bi-weekly half-hour calls with the City to status project delivery. The Jacobs Project Manager (PM) will be the primary point of contact with the City.

A project kick-off meeting will be held with the City and key project team members to align the project objectives, scope of services, budget, schedule and deliverable milestones, and overall communications.

Assumptions:

- This project is expected to be completed by November 2022 with a total duration of 10 months.
- Jacobs will have up to five team members participate in the one-hour virtual kickoff meeting.
- Virtual half-hour, bi-weekly update meetings will be attended by the Project Manager and subject matter experts, as needed. Subject matter expert's attendance at bi-weekly calls are expected to be needed only once a month.
- Jacobs construction schedule is based on anticipated activities. The actual construction schedule may deviate from the schedule shown in our proposal. Jacobs may require adjustments to our Project Management scope and compensation aligned to the City's construction contractor delivery schedule.

Deliverables:

- Monthly invoices
- Kickoff meeting agenda and summary
- Bi-weekly update meeting agendas and summaries

Task 2 – Evaluation Landfill Gas Flow Rates

Jacobs will estimate the amount of LFG that will be conveyed to the new LFG flare. The flare will be sized according to the peak LFG flow that will be potentially generated over the next 20 years, which is the anticipated lifespan of the new compliance flare.

The LFG flows that will be considered are the existing flows to the Renewable Energy (RNG) facility from Phases 1 and 2 of the landfill, the LFG from collectors for Phases 3, 4, and 5; modelled LFG flows from areas of the landfill that do not yet have LFG collection system, and the modelled LFG flow from areas of the landfill that do not yet have waste in place.

Assumptions:

- The City will provide Jacobs with digital copies of their existing LFG generation modeling and the GCCS Design Plan (2020) at execution of this proposal. These documents will be the design basis for Jacobs LFG modeling efforts to develop peak flows to size the new LFG flare.
- The City will provide Jacobs updates to annual waste acceptance history, waste stream composition and any projections of future waste.
- Jacobs will use LandGEM to model current and future LFG flow rates that are expected to be produced annually over 20 years. Jacobs LFG modelling efforts will use the parameters k (Methane Generation Rate Constant) and Lo (Potential Methane Generation Capacity) aligned to the City's existing LFG Generation model and 2020 GCCS Design Plan.
- Jacobs will deliver one draft LFG Flow Rates Technical Memorandum (TM) describing the modelled LFG flows to be used for the design of the LFG Flare to the City for review and comment. Jacobs will deliver a final LFG Flow Rates TM addressing or adjudicating the City's comments, if needed.
- The TM will be less than 5 pages long.

Deliverables:

- One draft and one final LFG Flow Rates Technical memorandum (TM), in pdf format, summarizing the anticipated LFG quantities to be used as the basis of design.

Task 3 – Location of LFG Flare

Jacobs will finalize the location of the new flare. Jacobs will use results from Task 4 - Geotechnical Evaluation to confirm the LFG Flare location technical suitability and constructability.

Assumptions:

- The general location of the new LFG Flare will be east of the Montana Dakota Utility (MDU) RNG facility. The City and the MDU are aligned to this location for the new LFG flare.
- The Location of LFG Flare TM will be no greater than 5 pages long.
- A draft LFG Flare Location TM will not be provided for comment to the City.
- Should the LFG flare need additional siting efforts resulting in revisions to Jacobs Flare Location TM, Jacobs will require adjustments to our scope, schedule, and compensation.

Deliverables:

- One final Location of LFG Flare TM, in pdf format, confirming the location of the LFG compliance flare.

Task 4 – Geotechnical Evaluations and Materials Testing

Jacobs will contract with a local geotechnical drilling firm to complete two (2) borings in the area of the proposed LFG flare. The information gathered from the drilling and material sampling will be used to support the location of the LFG flare under Task 3-Location of LFG Flare design of the flare foundation that is described under Task 7-Design.

Assumptions:

- Jacobs estimate is based on a quote received from the geotechnical drilling firm, SK, which was provided to MDU November 2021. Jacobs will align with the City for changes to compensation for actual cost of the borings.
- No more than two (2) borings will be needed.
- Drill cuttings will be tested to better understand the subsurface conditions for the design basis for the flare foundation.
- The drill cuttings are assumed to be not hazardous or contaminated. Should disposal of drill cutting require additional costs, Jacobs will require adjustments to our compensation.
- The Geotechnical Evaluation TM will be no greater than 5 pages long.
- A draft Geotechnical Evaluation TM will not be provided for comment to the City.
- The subsurface conditions will be described in a final Geotechnical Evaluation TM. No revisions are expected to be needed.
- Should additional geotechnical evaluations be needed to site the new LFG flare or revisions needed to Jacobs Geotechnical Evaluation TM, Jacobs will require adjustments to our scope, schedule, and compensation.

Deliverables:

- A final Geotechnical Evaluation TM summarizing the subsurface conditions of the proposed LFG compliance flare location.

Task 5 – Project Survey

Jacobs will provide survey support services to supplement and pick-up areas specifically around the compliance flare project. The survey will be performed by ground GPS or equivalent to provide an accuracy of $\pm 0.05'$ for design and construction of the LFG flare. The survey will include staking for the geotechnical investigation and picking up the final locations to include in the design.

Assumptions:

- City will provide Jacobs existing site survey information.

Deliverable(s):

- No deliverables will be provided to the City. Jacobs will acquire the .xml files from the Jacobs contracted surveyor(s).

Task 6 – Air Discharge Permit Assistance

Jacobs will provide support information to the City for use in modification of their existing minor source air permit and Title V Operating permit. For MDU's minor source air permit (Montana Air Quality Permit #4479-00), Jacobs will provide emission data for the new LFG Flare. For the City's existing Title V Operating permit, Jacobs will incorporate the requirements of MDU's minor source air permit. Both MDU's minor source air permit and the Title V Operating permit need to be modified due to emissions modifications associated with the new LFG flare.

Assumptions:

- The City will lead the efforts to modify their minor source air permit and Title V Operating permit.
- The modified Title V Operating permit will be issued to the City; however, the City will use separate requirements for the operational responsibilities between the MDU and the City.
- Jacobs will prepare emission calculations based on LFG flare emissions data and performance specifications.
- All air dispersion modeling to support the landfill gas flare minor source air permit will be the responsibility of the City.
- Should additional calculations be needed to support the air discharge permitting for the new LFG flare or significant revisions needed to Jacobs Emissions Requirements TM, Jacobs will require adjustments to our scope, schedule, and compensation.
- A draft Emissions Requirements TM will not be provided for comment to the City.

Deliverables:

- A final Emissions Requirements TM, in pdf format, that summarizes MDU's emission requirements and a summary of the emission calculation for the LFG flare. The emission calculations for the LFG Flare options will be provided in a Microsoft Excel spreadsheet and include manufacturer emissions data, and performance specifications.

Task 7 – Design

Jacobs will develop a performance specification for the new LFG flare, provide recommendations for the City's flare procurement, design and prepare engineering documents to allow for the construction of the new LFG flare, and provide engineering cost estimates for the purchase and construction of the new LFG flare. The new LFG flare will need to be integrated into the instrumentation and control (I&C) of the LFG collection system and the MDU RNG facility. The integration will require coordination with MDU as described in Task 8 Coordination.

Jacobs will develop a Performance Specification for the flare at the beginning of the design phase. Jacobs will provide the City a recommendation of flare vendors for the City to request and receive procurement bids. Jacobs will review bids and provide a Flare Vendor Recommendation Memo to advise the City for flare procurement.

Jacobs will design and prepare engineering documents for the LFG flare system. The design will include new header piping, control valving, and I&C. The operational criteria for the I&C integration will be to allow the LFG to be conveyed to the new LFG Flare in the case the LFG collection system or the RNG facility goes offline. Jacobs will prepare 50% and 100% plans and technical specifications. In addition, Jacobs will prepare a Class 3 cost estimate based on the 50% design drawings and specifications.

Assumptions:

- Jacobs will provide a list of up to five potential flare vendors. City will be responsible for issuing RFP/RFQ to flare vendors and the procurement of the flare system.
- Up to 16 construction drawings will be prepared.
- Should revisions be needed to Jacobs Flare Recommendation Memo, Jacobs will require adjustments to our scope, schedule, and compensation.
- The operational I&C criterium will be to allow the LFG to be conveyed to the new LFG Flare in the case the LFG collection system or if the RNG facility goes offline. Any

additional I&C criteria will require adjustments to our scope, schedule, and compensation.

- Jacobs will receive one round of comments from the City's and MDU's on the 50% design and specifications. These comments will be adjudicated or addressed in the Final Design. Should additional design reviews or revisions be needed, Jacobs will require adjustment to our scope, schedule and budget.
- Jacobs will provide one Cost Estimate at the 50% complete design. Should cost estimate revisions be needed, Jacobs will require adjustment to our scope, schedule, and budget.
- Three-phase power will be available near the MDU RNG facility (within 200 feet) to provide power to the flare.

Deliverables:

- Performance specification for the compliance flare system, in PDF format.
- List of potential flare vendors in, PDF format.
- A final Flare Vendor Recommendation Memo summarizing our flare procurement recommendations, in PDF format.
- 50% plans and technical specifications of the LFG compliance flare, in PDF format.
- Class 3 Cost Estimate based on the 50% plans and technical specifications, in PDF format.
- 100% plans and technical specifications of the LFG compliance flare, in PDF format.

Task 8 - Coordination with Solid Waste Staff & MDU

Jacobs will work collaboratively with the City and MDU to size the new LFG flare and to align on design criterium for the operational I&C controls between the LFG flare LFG collection and MDU's RNG.

Assumptions:

- Up to three Jacobs team members will attend up to three virtual Coordination Meetings between the City and MDU to align on flare requirements.
- The Coordination Meetings are assumed to be one-hour in length.

Deliverables:

- Jacobs will prepare meeting agendas and meeting minutes, in pdf format, for each of the Coordination Meetings.

Task 9 - Bidding Services

Jacobs will provide bidding support services. Jacobs will distribute plans and specifications to qualified bidders and assist the City in obtaining competitive bids. Jacobs will address questions from prospective bidders. Jacobs will lead the pre-bid meeting and prepare addendums. Jacobs will review and tabulate the bids and prepare a recommendation to the City for selection of a general contractor. Upon award, Jacobs will facilitate the construction agreements, Performance and Payment Bond forms, and the Notice to Proceed (NTP) on behalf of the City.

Assumptions:

- One pre-bid meeting will be held for a single bidding cycle.
- The pre-bid meeting will be held virtually and in-person.
- The pre-bid meetings area assumed to be one-hour in length.
- Up to two Jacobs team members will support the pre-bid meeting.

Deliverable(s):

- Pre-bid meeting agenda, notes, attendance roster, in pdf format.
- Bid tabulation, recommendation for award, and necessary agreement, bond forms, and NTP, in pdf format.

Task 10 - Construction Administration and Observation

Jacobs will provide construction administration and observation services. These services will include a preconstruction conference, field oversight services, and virtual weekly progress meetings, . Services will also include submittal and pay request review, responses to requests for information (RFIs), preparation of work change directives, and preparation of change orders, as necessary. For project close-out, Jacobs will conduct Substantial Completion (Punch-List) walk through and a final completion walk-through. Jacobs will prepare mark-ups of drawings (as-builts) and prepare record drawings for the project.

Assumptions:

- One Jacobs representative will attend an in-person construction Kick-off Meeting.
- The Kick-off Meeting is assumed to be one-hour in length.
- A single construction period from NTP to final completion is assumed to be no more than 75 calendar days. This period includes the general contractor receipt and approval of submittals, mobilizing to the site, taking delivery of the flare, installing the flare, and start-up and performance testing for final completion of the project.
- Jacobs will provide part-time construction observation for the project. Over the course of 75 calendar days, 20 days are assumed for onsite observation services. This includes 10-hour workdays for one team member, including travel, onsite oversight, and paperwork each day.
- No field testing or survey is included.
- Jacobs will review up to 20 RFIs.
- Jacobs onsite activities will not exceed more than 50-hours in one work week.
- Jacobs proposal does not account for contractor issues or complications, contractor delays, procurement delays, supply chain delays, weather delays, stakeholder induced delays, conflict resolution, and other variable factors that cannot be predicted at the time of this estimate. These schedule impacts will require adjustments to our scope, schedule, and compensation.

Deliverable(s):

- Construction documentation, including submittal replies and logs, up to 20 RFI replies and up to 20 daily construction reports, up to five work change directives, field observation logs and photos.

Section 4: COVID-19 Response

In response to the Coronavirus (COVID-19) outbreak, Jacobs has taken appropriate steps to ensure the health and well-being of our people as well as the continuity of our business operations around the globe. Jacobs has adopted mitigation strategies and protocols based on recognized world standards and guidelines, applying appropriate travel restrictions and abiding by state and municipal proclamations/declarations regarding shelter in place and/or business closures. Based on the foregoing, this proposal, including the schedule of activities, is contingent on being able to appropriately and safely staff and perform (including travel), in light of the Coronavirus outbreak.

Appendix B

Methods and Times of Payment

W.O. 22-27 Landfill Gas Emissions Compliance

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	\$29,058
2. Evaluation of Landfill Gas Rates	\$3,415
3. Location of LFG Flare	\$5,387
4. Geotechnical Evaluations and Materials Testing	\$13,337
5. Project Survey	\$9,170
6. Air Discharge Permit Assistance	\$4,874
7. Design	\$111,394
8. Coordination with Solid Waste Staff & MDU	\$22,684
9. Bidding Services	\$9,540
10. Construction Administration and Observation	\$71,036

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. 22-27 Landfill Gas Emissions Compliance

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

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

Appendix D

Schedule of Professional Fees

W.O. 22-27 Landfill Gas Emissions Compliance

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.

Section 1. Professional Services.

	<u>Standard Rate</u>	<u>Overtime Rate</u>
A. Principal	\$ <u>230</u>	\$ _____
B. Engineer/Scientist		
1. Sr. Project Manager III	\$ _____	\$ _____
2. Sr. Project Manager II	\$ <u>202</u>	\$ _____
3. Sr. Project Manager I	\$ <u>187</u>	\$ _____
4. Project Manager III	\$ _____	\$ _____
5. Project Manager II	\$ <u>173</u>	\$ _____
6. Project Manager I	\$ <u>162</u>	\$ _____
7. Project Engineer/Scientist II	\$ <u>150</u>	\$ _____
8. Project Engineer/Scientist I	\$ <u>140</u>	\$ _____
9. Staff Engineer	\$ <u>129</u>	\$ _____
10. Engineer/Scientist Intern	\$ _____	\$ _____
C. Geologist		
1. Sr. Project Manager I, Geologist	\$ _____	\$ _____
2. Project Geologist II	\$ _____	\$ _____
D. Engineering Technician		
1. Sr. Engineering Technician II	\$ _____	\$ _____
2. Sr. Engineering Technician I	\$ _____	\$ _____
3. Engineering Technician	\$ <u>121</u>	\$ _____
4. Technician III	\$ <u>109</u>	\$ _____
5. Technician II	\$ <u>101</u>	\$ _____
6. Technician I	\$ <u>93</u>	\$ _____
7. Engineering Assistant	\$ _____	\$ _____

	<u>Standard Rate</u>	<u>Overtime Rate</u>
E. Clerical and Computer		
1. Printer	\$ _____	\$ _____
2. Administrative Coordinator II	\$ _____	\$ _____
3. Administrative Coordinator I	\$ _____	\$ _____
4. Secretary II	\$ _____	\$ _____
5. Secretary I	\$ _____	\$ _____
6. Clerical	\$ 81 _____	\$ _____
7. Computer Services	\$ _____	\$ _____

Section 2. Surveying Services.

A. Survey Manager	\$ _____	\$ _____
B. Sr. Land Surveyor	\$ _____	\$ _____
C. Land Surveyor I	\$ _____	\$ _____
D. Land Surveyor II	\$ _____	\$ _____
E. Party Chief	\$ _____	\$ _____
F. Sr. Instrument Man	\$ _____	\$ _____
G. Instrument Man	\$ _____	\$ _____
H. Rodman, Chainman	\$ _____	\$ _____
I. Survey Crew		
1. 3-Man Crew	\$ _____	\$ _____
2. 2-Man Crew	\$ _____	\$ _____

Section 3. Equipment Rates.

A. Vehicle		
1. Larger of		\$ _____ /mile
2. or		\$ _____ /hour
B. ATV/Snowmobile		\$ _____ /day
C. Computer Equipment		
1. Engineering/Technical/CADD/GIS/Word Processing		\$ _____
2. CADD Plotter		
a. Bond		\$ _____
b. Vellum		\$ _____
c. Color		\$ _____
d. Mylar		\$ _____
3. Scanner		\$ _____
D. Electronic Distance Measuring		\$ _____
E. Total Station		\$ _____
F. Nuclear Densometer		\$ _____
G. GPS Equipment		\$ _____
H. RTK System		\$ _____

Section 4. Hydrologic Equipment

- A. Well Bailer 2" Stainless Steel \$ _____
- B. Well Bailer 4" PVC \$ _____
- C. Well Bailing Unit, Gas Powered \$ _____
- D. Combustible Gas Indicator, Explosimeter \$ _____
- E. Conductivity Meter \$ _____
- F. pH Meter \$ _____
- G. pH/Temp/Conductivity Meter \$ _____
- H. Photo-Ioniz. Detector (Hnu) \$ _____
- I. Dissolved Oxygen Meter \$ _____
- J. Turbidity Meter \$ _____
- K. Stream Flow Meter \$ _____
- L. Hermit Data Logger/Probe \$ _____
- M. Oil/Water Interface Well Probe \$ _____
- N. Well Probe, SINCO 300 feet \$ _____
- O. Well Probe, 500 ft with Temperature Sensor \$ _____
- P. Checkvalve Pump (Brainard-Kilman) \$ _____
- Q. Submersible Pump (Redi Flo 2) \$ _____

Section 5. Supplies, Office, Drafting, & Reproduction.

- A. Copier Reproduction (Reduced Rates for Volume Copying)
 - 1. Black & White Copy - \$_____per page
 - 2. Color – 8 1/2 x 11 - \$_____per page
 - 3. Color – 11 x 17 – R_____per page
- B. Prints (Blue, Black, Brownline) \$ _____
- C. Sepia \$ _____
- D. Clothback \$ _____
- E. Chartpak \$ _____
- F. Repro Mylar \$ _____
- G. Transparency \$ _____
- H. Drafting Film \$ _____
- I. Kroy \$ _____
- J. Prints (Presentation Paper) \$ _____
- K. Offset Printing \$ _____

Section 6. Field Supplies.

- A. Brass Caps – Studded \$ _____
- B. Brass Caps – Pipe 3' x 2" \$ _____
- C. Specialty Monuments \$ _____
- D. Lot Corners with Aluminum Caps \$ _____
- E. Lot Corners with Aluminum Caps \$ _____
- F. Lot Corners with Plastic Caps \$ _____
- G. Plastic Caps, Yellow \$ _____
- H. Rebar \$ _____
- I. Boundary Markers, Carsonite \$ _____

- J. Flagging \$ _____
- K. Paint \$ _____
- L. Aerial Target Material \$ _____
- M. Hubs
 - 1. 2x2x6 Square (Hub 06-2) \$ _____
 - 2. 2x2x10 Wedge (Hub 10-BT) \$ _____
- N. Lath
 - 1. 24" \$ _____
 - 2. 36" \$ _____
 - 3. 48" \$ _____
- O. Stakes \$ _____
- P. Nail, 60d \$ _____
- Q. Personal Protection Gear
 - 1. Level C \$ _____
 - 2. Level C1 \$ _____
 - 3. Level C2 \$ _____
 - 4. Level D \$ _____
 - 5. Level D1 \$ _____
- R. Soil Sampling Disposables \$ _____
- S. Water Sampling Disposables \$ _____

Section 7. Materials Testing

- A. Soils
 - 1. Proctor Method A \$ _____
 - 2. Method B, C, or D \$ _____
 - 3. One Point Check \$ _____
 - 4. Clay Sample Prep \$ _____
 - 5. Course Agg. Prep \$ _____
 - 6. Atterberg Limits, LL & PL \$ _____
 - 7. Hydrometer w/Gravel \$ _____
 - 8. Organic Content \$ _____
 - 9. Specific Gravity \$ _____
- B. Aggregates
 - 1. Sieve Analysis (+#4 dry, -#4 washed) \$ _____
 - 2. Sieve Analysis (Full Wash) \$ _____
 - 3. Sieve Analysis (Sand Only) \$ _____
 - 4. Sieve Analysis (3" Minus Full Wash) \$ _____
 - 5. Specific Gravity and Absorption (Course) \$ _____
 - 6. Specific Gravity and Absorption (Fine) \$ _____
 - 7. Percent Crushed (Fractured Faces) \$ _____
 - 8. LA Abrasion \$ _____
- C. Concrete
 - 1. Cylinder Cure, Cap, Test \$ _____
 - 2. Cylinder Cure & Handle Spares \$ _____
 - 3. Cylinder Mold \$ _____
 - 4. Mortar Mold \$ _____
 - 5. Prism Break \$ _____
 - 6. Grout Prism Break \$ _____

7. Unit Weight	\$ _____
D. Bituminous	
1. Bituminous Extraction & Gradation	\$ _____
2. Bituminous Extraction	\$ _____
3. Marshall Density, Stability, & Flow	\$ _____
4. Marshall Compaction and Density	\$ _____
5. Maximum Specific Gravity & Voids Analysis	\$ _____
6. Thickness & Density of Cores, Each	\$ _____
7. Coring Machine Including Technician	\$ _____

Section 8. Miscellaneous Expenses

A. Lodging	\$ _____
B. Meals	\$ _____
C. Telephone	\$ _____
D. Fax	\$ _____

Section 9. Materials and Other Direct Costs.

Materials and other direct costs will be invoiced at current rates, plus a ten percent (10%) handling fee. Included as direct costs are the following:

- A. Approved Employee Meals, Lodging, Transportation
- B. Premium Delivery Service (UPS, Federal Express, etc.)
- C. Toll Communication Services (Telephone, Fax, etc.)
- D. Supplies
- E. Premiums for Special Insurance, Performance Bonds, etc.
- F. Other Out-of-Pocket Expenses
- G. Consultants

Appendix E

Project Schedule

W.O. 22-27 Landfill Gas Emissions Compliance

Based on a notice to proceed by Billings date no later than March 1, 2022 the completion date for the Engineer's work through final design shall be:

A. Project Milestone Dates

1. Technical Memorandum for LFG Flow Rates, April 15, 2022
2. LFG Flare Performance Specification and Flare Vendor Recommendation Memo, April 25, 2022
3. Technical Memorandum for Flare Location Complete, May 15, 2022
4. 50% Design, June 15, 2022
5. 100% Design, August 30, 2022

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. 22-27 Landfill Gas Emissions Compliance

Attach Certificate(s) of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2022

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 LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	1-212-948-1306	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No): 1-212-948-1306
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 1000 Wilshire Blvd., Suite 1140 Los Angeles, CA 90017		INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22667	

COVERAGES

CERTIFICATE NUMBER: 64488975

REVISION NUMBER:

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

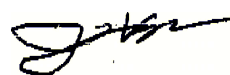
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G72493503	07/01/21	07/01/22	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25545631	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY			EON G21655065 012	07/01/21	07/01/22	PER CLAIM/PER AGG 1,500,000

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

PROJECT MGR: Sarah Anunsen. CONTRACT MGR: Mary Linda Colaluca & Dorothy Javorsky. RE: 2022 Contract for Professional Engineering Services, W.O. 22-27 Landfill Gas Emissions Compliance. CONTRACT END DATE: 2/7/2023. SECTOR: Public. City of Billings is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. Waiver of subrogation is hereby granted in favor of cert holder for GL and AL. *THIS IS A SAMPLE CERTIFICATE ONLY*. THE ACTUAL CERTIFICATE FOR THE PROPOSED PROJECT WILL COMPLY WITH THE TERMS AND CONDITIONS NEGOTIATED IN THE FINAL CONTRACT, CONSISTENT WITH POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

CANCELLATION

City of Billings P. O. Box 1178 Billings, MT 59103-1178 USA	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 
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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
02/08/2022

NAME OF INSURED: Jacobs Engineering Group Inc.