



Contract for Professional Architectural and Engineering Services

Project:

In consideration of the mutual promises herein, the 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 16 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 Administrator 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 and data 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 and data are received by the City of Billings. Requirements for submitting as constructed documents and data of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any 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.

Additional project documentation and data requirements reflecting as-built condition of City assets are as follows:

Digital Delivery Formats:

- **PDF Files:** One half size paper copy to scale, one full size paper copy to scale. Inclusion of manufacturer drawings and material lists.
- **Survey Point Files:** Required file formats: Comma delimited (asc, .txt, csv)
- **CADD Files:** AutoCAD DWG files, Version 2016, or equivalent. Required file formats: Drawing File (.dwg)
- **Geographic Information System (GIS) Files:** All spatial data provided to the City of Billings will be delivered in a format suitable for integration into the City's GIS System of Record including lines, points, and polygons digitally representing as-built assets. Required file formats:
 - File Geodatabase (.gdb)
 - Shapefiles (including, at a minimum .shp, .shx, .prj, .dbf, .xml)
- **CCTV Videos and Reports:** If post construction pipe inspection video was documented by contractor it will be provided along with corresponding reports at the time of as-built drawing and data submittal.

Metadata: Additional information to be included with deliverable.

- Date Captured and Delivered
- Data Description (e.g., unit of measure, abbreviations, code descriptions)
- Methods (e.g., technology and hardware used to generate data, field methods)
- Originator (e.g., contractor name, contact information)

Location Accuracy: Horizontal and vertical accuracy standards of spatial data deliverable.

- **Horizontal:** Data provided will be spatially accurate to within 1 Meter, with 95% probability.
- **Vertical:** Data provided will be spatially accurate to within 0.3048 Meter, with 95% probability.

Coordinate System and Unit of Measurement: Spatial data provided will be Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be international feet, GEOID18. Northing and easting coordinates will be in the grid distance system with precision to the nearest tenth of a foot, elevations to the nearest hundredth of a foot.

Attribute/Object Data: All noted delivery formats will include the following attributes or object data. *A supporting data dictionary file may be requested from the City that includes all noted fields below along with desired naming conventions and pick asset lists.*

- Point number or ID
- Northing, Easting, Elevation
- Feature Type (e.g., Manhole, Valve, Bend, Streetlight, etc.)
- Feature Description:
 - Size (e.g., Pipe Diameter, Manhole Cover Diameter)
 - Material
 - Measurement (e.g., Invert)
 - Manufacturer
 - Installation Date
- GPS Unit Make and Model
- Date and Timestamp
- Data Originator (e.g., contractor name)

Delivery Methods: Project documentation and data to be delivered as otherwise noted in the contract or utilizing one of the following methods.

- Secured Cloud-based Platform (e.g., Sharepoint, OneDrive, Box, etc.)
- External Hard Drive
- CD's or DVD's

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, 2027. The parties may extend this agreement, by mutual concurrence, for a period mutually agreed upon by the parties, in writing prior to its termination.

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

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: Mac Fogelsong, P.E., City Engineer
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291

Contractor: Greg Gabel, P.E. Senior Project Manager
DOWL
222 North 32nd Street, Suite 700
Billings, MT, 59101 FAX: (800) 865-9847

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: Greg Gabel, P.E., Senior Project Manager_
(title of position)

Billings: City Council or Authorized Designee

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

Section 6. Jurisdiction; Choice of Law.

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

Section 7. Severability.

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

Section 8. Integration.

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

Section 9. Liability.

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

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

Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

CITY OF BILLINGS, MONTANA

BUSINESS NAME

**WILLIAM A. COLE,
MAYOR**

SIGNATURE

APPROVED AS TO FORM:

PRINT NAME

CITY ATTORNEY'S OFFICE

PRINT TITLE

ATTEST:

DENISE BOHLMAN, CITY CLERK

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, P.E.

Section 3. Scope of Work.

SCOPE OF WORK

W.O. 25-18 Grand Avenue Trunk Main Extension and Arnold Drain Detention Project – Phase 1

PURPOSE

The W.O. 25-18 Grand Avenue Trunk Main Extension and Arnold Drain Detention project involves designing and implementing a stormwater trunkline extending east from the Shiloh/Grand roundabout to Arnold Drain. It also includes regional stormwater facilities along Arnold Drain to address downstream flooding while accommodating increased stormwater inflows from Grand Avenue, Broadwater Avenue, and surrounding developments.

This project is divided into two phases, as detailed below:

- This Phase 1 contract will focus on data collection, preliminary design layout for the Grand Avenue trunk main extension and Arnold Drain detention facilities, stakeholder engagement, and the final alternative layout selection for final design. The preliminary design layout is assumed to be completed by June 2025. Following this, the project will transition to the final design of the selected alternative, support for final negotiations and agreements, preparation of construction documents, and bidding support. Phase 1 is anticipated to run from February to October 2025.
- Phase 2 of this contract will encompass construction administration services, including project submittal reviews, construction staking, testing, inspection, record drawing preparation, and associated project closeout documentation. The anticipated timeline for Phase 2 is from November 2025 to April 2026. However, this schedule is subject to coordination with the Landowner adjacent to the Arnold Drain and the timing of improvements relative to the irrigation and farming practices of the land in the vicinity.

The following scope outlines the tasks required to complete Phase 1. A future contract amendment will address the scope of work for Phase 2.

Task 100: Project Management

- General Project Management: DOWL will handle tasks such as job setup, contracting, monthly billing, coordination, and providing project status updates. A 10-month project duration is assumed.
- General Coordination: DOWL will engage in general coordination with the City Public Works, City Parks, City-County Planning, Yegens, Sanbell, and internal DOWL staff.
- Bi-weekly Progress Meetings: DOWL will conduct bi-weekly 30-45 minute virtual meetings with the City of Billings Public Works to provide progress updates, address project coordination needs, or discuss preparation for the Stakeholder meetings. The scope assumes nine meetings with four attendees and ten meetings with two attendees (19 total meetings).

- Stakeholder Meetings: DOWL assumes five in-person stakeholder meetings, each lasting 90 minutes. These meetings include preparation time and the drafting of meeting minutes. These meetings are assumed to be held in DOWL's 7th Floor Conference Room.
 - *Introduction/Kickoff Meeting*: Introduce the team to stakeholders, understand the landowner/development vision, and identify key needs and potential challenges (e.g., critical dates, future land use, large soil cuts). (Assumes four in-person attendees.)
 - *Initial Concept Review Meeting*: Present and discuss initial concept layouts, aiming to eliminate less viable options. (Assumes two in-person attendees and two virtual attendees.)
 - *Alternative Analysis Review Meeting*: Review selected alternatives, including pros, cons, and engineering estimates. Open discussion to address questions and gather feedback. (Assumes two in-person attendees and two virtual attendees.)
 - *Final Alternative Review Meeting*: Present the final alternative.
 - *Contingency Review Meeting*: Held if selecting the final alternative proves challenging. (Assumes two in-person attendees and two virtual attendees.)
- Site Visits: Up to three one-hour site visits to investigate project areas and meet with stakeholders. (Assumes two DOWL staff per visit.)

Task 200: Survey Collection

- Multiple survey trips are anticipated as project details evolve through stakeholder coordination and layout development. During this preliminary design, DOWL will primarily utilize 2021 Yellowstone County LiDAR and 2024 Arnold Drain Capacity Analysis data, supplemented by limited survey collection for critical elements affecting the preliminary design.
- DOWL assumes a two-person, one-day survey trip for this initial collection for preliminary design layout, including data processing and formatting for use.
- Once the project footprint is better defined through coordination and initial discussions, DOWL will conduct survey collection for the final design and basemap creation. For budgeting purposes, Figure 1 shows the assumed footprint and includes utilizing various data sources, including DOWL's survey from the Grand Avenue Water Project.
- Specific tasks include:
 - Requesting and surveying underground utility locates within or adjacent to the project footprint.
 - Collecting topographic and surface feature survey data, including irrigation facilities, fencelines, sidewalks, curb and gutter, trees 6" DBH (Diameter at Breast Height) or larger, and other elements not captured in LiDAR or early data collection.
 - Performing surveys and measure-downs for key manholes and pipe inverts along Grand Avenue, Shiloh Road, and Broadwater Avenue corridors.
 - Process the survey data and integrate it within the LiDAR data. Creating a basemap for the final design.

- Construction control points will be established throughout the project. DOWL has assumed six control points will be installed.
- Property boundary surveys will be conducted at two distinct stages during the project. The first survey will take place during the preliminary design phase and will involve locating the existing property corners, drafting and remonumenting any corners that require adjustment, and filing the necessary records. The second survey will be performed after an alternative is selected for final design. This phase will establish lot lines and corner pins that may need to be adjusted based on the selected alternative. It should be noted that this information may be provided by the client's design consultant.



Figure 1 - Final Design Survey Collection & Basemap Extents Assumption

Task 300: Geotechnical Investigation

The proposed geotechnical evaluation aims to assess soil and site conditions for the stormwater detention improvements to be made to the Arnold Drain, located west of the Yegen Golf Club. The scope of geotechnical services proposed will include:

Task 310: Preliminary Office Review and Field Investigation

- Review existing published information (e.g., as-built plans, USGS maps, soils maps)
- Conduct an on-site visit to identify the site's topographic and geologic features and evaluate access and working conditions.
- Mark proposed borehole locations with wood lathes and submitted one-call utility locates.
- Perform subsurface exploration in one mobilization, obtain samples, conduct in-place tests for soil, document groundwater conditions, and install piezometers.
 - Drill four borings along the canal to depths of 20 to 25 feet below the existing grade, or refusal, whichever occurs first. The goal is to extend borings a minimum of 5 feet below the flow line of Arnold Drain.
 - Drill one boring in the area of the proposed detention facility to a depth of 20 to 25 feet below the existing grade, or refusal, whichever comes first.
 - Drill one boring near the storm drain stub out near the intersection of Grand Avenue and Shiloh Road to depths of 20 to 25 feet below existing grade, or refusal, whichever comes first.
 - During drilling, Standard Penetration Tests (SPT) will be made at 2½ to 5-foot intervals, and undisturbed Shelby tube samples will be obtained as drilling progresses, if possible. Bulk samples of auger cuttings will also be collected.
 - The field crew will loosely backfill explorations not used for piezometers with soil cuttings upon completion. Soil cuttings will be left on site, and some rutting, landscape disturbance, and other surface damage should be expected as part of the exploration. DOWL will attempt to collect the data during frozen ground conditions to reduce surface impacts. DOWL will not landscape, reseed, or recompact exploration locations.
 - If we encounter a subsurface anomaly that necessitates additional drilling, we will contact the City of Billings for authorization before incurring additional fees.
 - Install two 2-inch diameter PVC piezometers. One will be installed near the center of the project site and one at the south end of the site. DOWL will install equipment throughout the project and download the data on a 4-month frequency.
 - Collect surface soil samples in the potential farmland waste disposal area to understand current farm nutrients.
 - Prepare boring logs of field explorations.
 - Conduct laboratory testing for recovered samples, including but not limited to:
 - Natural soil moisture content,
 - Grain-size distribution,

- Atterberg limits,
- Standard proctor,
- Unconfined compression (soils),
- Resistivity,
- pH,
- Laboratory soluble sulfates (percent SO₄), and
- Nitrogen, phosphate, potassium, and organic matter content.

Task 320 Geotech Analysis and Report

Perform geotechnical engineering analyses in order to determine the suitability of the site soils, and our recommendations for the project. Our recommendations will include geotechnical considerations for the design and construction of the new structures, subgrade improvement, slope stability, and corrective earthwork if necessary. Specifically, we will address the following geotechnical design areas:

- Earthwork
 - Site preparation
 - Excavation characteristics
 - Structural fill criteria
 - Compaction and moisture specifications
 - Cold-weather construction and expected frost penetration depth.
 - Suitability of the on-site soils for use as subgrade
 - Geotextile Applications
- Foundation Design Systems with Associated Design Parameters (if applicable)
 - Estimated settlement
 - Allowable foundation bearing pressure
 - Soil improvement requirements (if needed)
 - Total and differential settlement estimates
 - Lateral foundation base sliding friction coefficients
 - Frost Depth
- Soil Chemistry
 - Sulfate corrosion of concrete
 - Corrosion of buried metals
 - Soil nutrients (if the soil is to be reused for farming)

Provide an electronic copy of the geotechnical report that will include a site plan, exploration logs, laboratory test data, our interpretation of subsurface conditions, geologic setting, foundation recommendations, and our opinions and recommendations.

Task 400: Environmental Investigation

- DOWL will conduct a wetland delineation of the project site utilizing the 1987 Army Corps of Engineers (USACE) Manual and the 2010 Regional Supplement – Great Plains Region. Wetland boundaries and waterways will be mapped using a map-grade GPS unit.

- Upon completion of the field delineation, DOWL will prepare figures using the currently available aerials of the project site and prepare a Wetland Delineation Report for submission to USACE.
- DOWL will coordinate with the USACE early in the project schedule regarding the proposed project scope and associated 404 permit requirements.
- DOWL has assumed that environmental permitting will start near the preliminary analysis's end or early in the final design. DOWL will complete a Montana Joint Application for proposed work in Montana's Streams, Wetlands, Floodplain, and other Water Bodies and submit to the USACE for approval and authorization of a Section 404 permit. DOWL assumes the authorization will take place under a Nationwide Permit, and an individual 404 permit would not be required. DOWL will address comments and make changes to the permit application and plan set as needed. It is assumed that any comments received will only require minor refinement to the plan.

Task 500: Conceptual Design

This task aims to define the approximate park footprint, assess its integration into the broader development plan, and conduct a hydraulic review to ensure that proposed stormwater improvements reduce downstream flooding risks.

Task 510: Initial Concepts

- DOWL will utilize information from the Introduction/Kickoff Meeting to develop 6–8 concept layouts (10% design level). Each layout will generally include:
 - A simple color-block scheme showing potential streets, land use, park/green spaces, detention ponds, stormwater trunklines, culverts, and connections
 - Key acreage labels for the total park area, developed land, and estimated pond sizes
 - Highlighting potential material waste areas, depending on information from the Introduction/Kickoff Meeting
 - Figure 2 shows an example of the general level of detail to be included in these concept layouts.
- These layouts will not include hydraulic modeling, infrastructure sizing, and detailed park features.
- Submit preliminary layouts to the City for review and address their comments.
- Distribute layouts, a summary, and a meeting agenda to stakeholders before the Initial Concept Review Meeting.
- The Initial Concept Review Meeting aims to narrow the options to three alternatives (or modifications) for further development in the Alternative Analysis phase (30% design).



Figure 2: Initial Concept Level Figure

Task 520: Alternative Analysis

- Up to three Initial Concept Layouts will advance to the Alternative Analysis phase (30% design).
- DOWL will coordinate with the City's Parks Department to gather input on park layouts and maintenance needs.
- Modify the already developed ASSA model to reflect each alternative. The following tasks will be performed to assess each alternative:
 - Adjust drainage basins and parameters to align with Landowner's development vision.
 - Incorporate and preliminarily size storm drains for a 10-year built-out condition.
 - Evaluate the full built-out condition without detention storage to assess impacts associated with the additional contributing area.
 - Review downstream impacts and size detention ponds, outlet structures, and spillways to minimize flooding risks. Compare results to existing conditions results. The sizing will be based on a 10-year storm with a 100-year storm flood hazard check.
 - Identify hydraulic benefits and limitations for each alternative.
- The material waste area may potentially impact irrigation facilities along Shiloh and Grand. Evaluate potential impacts of material waste areas on irrigation facilities along Shiloh and Grand. Perform hydraulic evaluations of the existing irrigation and assess impacts and solutions to the grade adjustments.
- Develop plan and section view figures for each alternative, including:
 - A rough grading plan showing the contours of the park and stormwater facilities. This grading plan will be used to calculate cut and fill quantities. A material waste area will

be identified, but no grading will be completed on the waste areas. Label key acreages, including total park area, developed land area, and assumed pond sizing.

- A preliminary park/green space figure showing various park program elements, ponds, proposed storm drain infrastructure, and features to tie it into the Cardwell Ranch Master Plan. Different configurations of various park program elements will be shown on each alternative. Figure 3 shows an example of the level of detail of these 30% layouts.
 - Provide up to two section views showing each alternative's existing ground and conceptual park grading and program features. Figure 4 shows an example of the level of detail of these 30% layouts.
- Prepare a summary table comparing hydraulic performance, storage volumes, and discharges from the various detention facilities.
 - Develop preliminary engineer's cost estimates based on earthwork and stormwater infrastructure quantities.
 - Identify the pros and cons of each of the alternatives.
 - Submit a preliminary package including figures, hydraulic comparison tables, and an outline summarizing the pros and cons of each alternative for the City to review. No formal report or memorandum will be developed for this package. Address City comments.
 - Distribute figures, tables, outlines, and a meeting agenda to stakeholders before the Alternative Analysis Review Meeting.
 - The Alternative Analysis Review Meeting aims to eliminate alternatives and advance a single alternative forward to final design.

Task 530: Final Alternative

- One alternative will be brought forward to the Final Alternative phase.
- Incorporate feedback from the Alternative Analysis Review Meeting.
 - Resizing stormwater infrastructure and updating performance tables in the ASSA model
 - Revising the rough grading plan figure.
 - Park Enhancement/green space figures and section views to a Park Master Plan level. Figure 5 shows examples of the Park Master Plan level figures and section views.
 - Updating the engineer's cost estimate for the grading and stormwater infrastructure.
 - An estimate to complete the park will not be included with the final alternative.
- Submit a preliminary package, including figures and a hydraulic comparison table, to the City for review. No formal report or memorandum will be developed for this package. Address City comments.
- Distribute figures, tables, and a meeting agenda to stakeholders before the Final Alternative Review Meeting.
- The goal of the Final Alternative Review Meeting is to reach a final consensus from all stakeholders and proceed to the final design.

Task 540: Contingency Work for Additional Meeting

- DOWL assumes up to 60 hours of contingency work to address additional issues if consensus on the Final Alternative cannot be reached.



Master Plan Level Example



Figure 5: Final Alternative Level Park/Open Space Concept

Task 600: Public-Private Partnership

As part of the preliminary design layout process, DOWL assumes that initial negotiations for a Public-Private Partnership between the Landowner and the City of Billings will occur. DOWL will support the City in these efforts. The following are some anticipated tasks that DOWL may provide support to the City.

Task 610: Research and Strategy Formulation

- Collaborate with City-County Planning to strategize logistics for land transfer. Identify potential issues and develop strategies to meet the conditions outlined by the Landowner.
- Review the City of Billings Subdivision Regulations, zoning information, and other relevant documents to identify specific requirements that may need to be addressed as part of the partnership.
- Brainstorm solutions that align with the interests of the landowners and can be implemented into the project as strategic negotiation tools.
- Work with the City of Billings Public Works, Planning, and Parks departments to develop a comprehensive negotiation plan. This plan will include necessary documents to facilitate a Public-Private Partnership.
- For budgeting purposes, DOWL assumes 84 hours of effort, with a total budget of \$16,750, to provide this initial support for the Public-Private Partnership.

Task 620: Documentation, Survey, and Language Support

- DOWL will provide negotiation support for City's meetings with the Landowner. DOWL has assumed no participation in these meetings and only coordination with the City.
- After early negotiations, the final documents will need to be drafted, and DOWL will provide the City support in developing these documents, including these tasks:
- Providing engineering-related documents, numbers, and figures that need to be incorporated into the formal Public-Private Partnership. This might include agreed-upon future land use classification and associated runoff, storage quantities, dedicated parkland, and other criteria that could be grandfathered for future development.
- DOWL has assumed any property survey, lot lines adjustments, or development of certificate of survey may be needed for the final documentation. The effort is included in Task 200.
- DOWL assumes that the City will develop the legal documents for the Public-Private Partnership.
- DOWL will provide a review of the Draft Public-Private Partnership. Check for consistency.
- For budgeting purposes, DOWL assumes 80 hours of effort, with a total budget of \$15,040, to provide this documentation, survey and language support for the Public-Private Partnership.

Task 700: Final Design

Since various unknowns remain regarding the preliminary design and layout due to ongoing coordination with the Landowner and other stakeholders, DOWL has developed assumptions to outline the selected alternative to carry to the final design. These assumptions provide a basis for estimating the final design budget. Adjustments to the scope and budget may be necessary as more information becomes available through the preliminary design process. DOWL assumes the following project layout for the final design:

- The Grand Avenue Storm Drain will connect from the box culvert under Shiloh Road and head east parallel to Grand Ave. before reconnecting with the pipe stub that outfall into Arnold Drain
- A storm drain extension of the northern Grand Ave. Outfalls into Arnold Drain
- Design of one culvert crossing within Arnold Drain
- Design of two inline storage embankments with control structures and spillways in Arnold Drain
- Design of two detention ponds with pond outfall structures and pipe back into Arnold Drain
- Irrigation impacts along the storm drain alignment and east of the Arnold Drain
- The final design assumes no water features along the future park will be included except for two detention ponds.
- Figure 6 shows the concept layout assumed for the Final Design effort.



Figure 6 – Assumed Final Design Concept Layout

Task 710: Final Design

- Design Grand Avenue Trunk Main Extension.
 - Finalize size, manhole placement, connection details, surface impacts, and repairs.
- Design water control structures, embankments and spillways for the inline Arnold Drain storage facilities (2).
 - Perform hydraulic evaluations of the water control structure and pipe for base flows and various flood events (2, 10, and 100-year) for a full buildout condition. It assumed that no special design will incorporate water quality to these facilities.
 - Design embankment, including material and compaction requirements, pipe penetration design, and channel bottom and side connections.
 - Assess the groundwater impacts for changes in the minimum pool elevation at the two embankments.
 - Size and design spillway to convey the 100-year event of the full buildout conditions.
 - Perform hydraulic evaluation for an interim design (to be determined by the City) to size orifice plates for the inline water structures.
- Design the Broadwater Avenue detention pond, water control structure, and pipe conveyance into Arnold Drain. The water control structure will be designed with larger openings so a steel plate orifice can be added to the structure when the Broadwater improvement project is completed.
 - Size outlet protection for this pipe discharging into Arnold Drain.
 - Evaluate water quality volume and design retention storage within the pond for future Broadwater project.
 - It is assumed that no inflow pipe will be constructed with this project. DOWL will verify that the future pipe from the Broadwater systems can navigate around the existing utilities.
- Design the landowners/development detention pond, water control structure, and pipe conveyance into Arnold Drain. The water control structure will be designed with larger openings so a steel plate orifice can be added to adjust outflows when the development is constructed.
 - Size outlet protection for this pipe discharging into Arnold Drain.
 - Evaluate water quality volume and design retention storage within the pond, if the City agrees to that with the Landowner.
 - It is assumed that no inflow pipe will be constructed with this project.
- Size and design one culvert crossing in Arnold Drain at a location determined by the Landowner. DOWL has assumed this culvert will be included in the design package.
- Design the access path and verify that the path meets ADA compliance. Provide a section design for the path. It is assumed that no bridge features will cross over Arnold Drain.
- Finalize finish grading design and channel reshaping, including topsoil, salvaging channel material, and subgrade preparation. Determine erosion protection needs after construction.
- Design storm drain extensions at the beginning of Arnold Drain for both inflowing pipes. Size outlet protection needs for these outfalls.

- Design irrigation facilities for both project impacts and construction impacts.
 - It assumed that the irrigation ditch along Grand Avenue will be impacted and reconstructed. It is not assumed that this ditch will be piped with this project.
 - It assumed that the irrigation ditch along the east side of Arnold Drain would be impacted and reconstructed.
- Complete final design and grading of the waste material to meet future farm use. This effort would look at optimizing the future slope of the field for flood irrigation. Provide a review of nutrients and recommendations on future fertilization efforts.
- Apply for an MDT encroachment permit for the portion of the stormwater trunkline within the MDT's right-of-way.
- Other Assumptions
 - The entire Arnold Drain channel will be cleared and grubbed without effort to protect any trees or brush.
 - All impacted fencelines around the project's exterior will be replaced in kind, including the Yegen Golf Course fence. It is assumed that the internal fencelines to the west of the Arnold Drain will be removed and not replaced.
 - The project will not include a detailed landscaping plan, and it is assumed the project will be reseeded to native grasses with no tree plantings.

Task 720: Preliminary Design Package (75% Design)

- DOWL will develop Preliminary Construction Plans for the City's review. Plans assume to include the following sheets:
 - Cover Sheet (1 sheet)
 - Sheet Index, Legend and Notes Sheets (2 sheets)
 - Survey Control Sheet (1 sheet)
 - Demolition and Clear and Grubbing Sheet (1 sheet)
 - Site Overview Map (1 Sheet)
 - Arnold Drain Reshaping Plan and Cross Section Sheets (5 sheets)
 - Storm Drain Plan and Profile Sheets (4 sheets)
 - Roadway Restoration Detail Sheets (2 sheets)
 - Inline Embankment Sheets (4 sheets)
 - Detention Pond Grading Plans (2 sheets)
 - Water Control Structures and Spillway Details (5 sheets)
 - Access Path Plan & Profile Sheets (3 sheets)
 - Irrigation Plan, Profile, Sections, and Detail Sheets (4 sheets)
 - Material Waste Area Grading Sheets (2 sheets)
 - Miscellaneous Detail sheets (2 sheets)
 - Landscaping Sheet (1 sheet)
- DOWL will develop a Preliminary Project Manual. The project manual will include project specifications and special provisions based on the current edition of the Montana Public Works Standard Specifications (MPWSS) and City of Billings Standard Modifications to the MPWSS.

- Develop a preliminary design report that documents the alternative selection process, groundwater monitoring results, hydrologic and hydraulic methodologies, and the hydrologic and hydraulic design results.
- DOWL will calculate quantities and prepare a Preliminary Opinion of Probable Construction Cost.
- DOWL will perform Quality Assurance and Quality Control checks during the Preliminary design submittal.

Task 730: Final Design Package (100% Design)

- DOWL will attend a review meeting with the City to discuss the City's Preliminary Design Package comments.
- DOWL will prepare Final Design Plans by incorporating the City's comments.
- DOWL will prepare the Final Project Manual by incorporating the City's comments.
- DOWL will prepare the Final Design Report by incorporating the City's comments.
- DOWL will prepare the final opinion of probable construction costs by incorporating the City's comments.
- DOWL will perform Quality Assurance and Quality Control before submittal of the Final design package.
- DOWL will provide the City with one electronic copy of the final plans and project manual to verify that all comments were addressed before advertisement.
- Following the City's final approval, DOWL will prepare bid-ready plans and project manual for bid advertisement. DOWL has assumed only electronic copies of the plans and project manual are required.

Task 800: Bidding Support

- DOWL will provide bid advertisement text from the project manual to the City for publication. The City will advertise the project.
- DOWL will distribute bid sets, maintain the plan-holders list, and issue addenda and clarifications
- DOWL will attend the pre-bid meeting and assist the City during the pre-bid meeting with questions related to the construction documents. DOWL will issue pre-bid meeting minutes within one week after the meeting.
- DOWL will tabulate all bids received and provide the City with an award recommendation.

Task 900: Phase 2 Scoping

- Phase 2 scoping will begin once the project is closer to bidding. The Phase 2 scope will encompass Construction Administration, Record Drawings, and Project Completion.

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	\$40,142
2. Survey Collection	\$34,818
3. Geotechnical Investigation	\$32,639
4. Environmental Investigation	\$15,450
5. Conceptual Design	\$103,090
6. Public Private Partnership	\$31,790
7. Final Design	\$178,650
8. Bidding Support	\$7,048
9. Phase 2 Scoping	<u>\$1,760</u>
10. Total	\$445,387

- 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	\$185	Engineer IX	\$250
Accounting Technician	\$120	Engineer X	\$265
Administrative Assistant	\$95	Engineering Technician I	\$100
Administrative Manager	\$125	Engineering Technician II	\$115
Biologist I	\$130	Engineering Technician III	\$125
Biologist II	\$140	Engineering Technician IV	\$140
Biologist III	\$150	Engineering Technician V	\$155
Biologist IV	\$160	Engineering Technician VI	\$175
Biologist V	\$205	Environmental Specialist I	\$120
CAD Drafter I	\$105	Environmental Specialist II	\$135
CAD Drafter II	\$120	Environmental Specialist III	\$140
CAD Drafter III	\$130	Environmental Specialist IV	\$150
CAD Drafter IV	\$140	Environmental Specialist V	\$155
CAD Drafter V	\$150	Environmental Specialist VI	\$190
Senior CAD Drafter	\$170	Environmental Specialist VII	\$210
Civil and Transportation Designer	\$135	Environmental Specialist VIII	\$225
Senior Civil and Transportation Designer	\$170	Environmental Specialist IX	\$245
Contract Administrator I	\$160	Environmental Specialist X	\$265
Contract Administrator II	\$185	Field Project Representative I	\$115
Corporate Development Manager	\$230	Field Project Representative II	\$125
Cultural Resources Specialist I	\$120	Field Project Representative III	\$155
Cultural Resources Specialist II	\$140	Field Project Representative IV	\$170
Cultural Resources Specialist III	\$145	Field Project Representative V	\$200
Cultural Resources Specialist IV	\$180	Geologist I	\$135
Cultural Resources Specialist V	\$195	Geologist II	\$145
Document Production Supervisor	\$150	Geologist III	\$155
Engineer I	\$130	Geologist IV	\$175
Engineer II	\$140	Geologist V	\$205
Engineer III	\$155	GIS Coordinator	\$175
Engineer IV	\$175	GIS Manager	\$185
Engineer V	\$195	GIS Specialist	\$145
Engineer VI	\$205	GIS Technician	\$110
Engineer VII	\$215	Graphics Designer	\$130
Engineer VIII	\$225	Senior Graphics Designer	\$165



Description	Rate	Description	Rate
Hydrogeologist I	\$140	Professional Land Surveyor IV	\$150
Hydrogeologist II	\$165	Professional Land Surveyor V	\$160
Hydrogeologist III	\$195	Professional Land Surveyor VI	\$165
Sr. Hydrogeologist	\$225	Professional Land Surveyor VII	\$175
Intern I	\$85	Professional Land Surveyor VIII	\$185
Intern II	\$105	Professional Land Surveyor IX	\$210
Laboratory Manager	\$125	Professional Land Surveyor X	\$220
Laboratory Supervisor	\$105	Professional Land Surveyor XI	\$255
Landscape Architect I	\$130	Project Administrator	\$135
Landscape Architect II	\$145	Project Assistant I	\$115
Landscape Architect III	\$160	Project Assistant II	\$130
Landscape Architect IV	\$175	Project Controller	\$165
Landscape Architect V	\$190	Senior Project Controller	\$185
Landscape Architect VI	\$200	Project Manager I	\$160
Landscape Architect VII	\$210	Project Manager II	\$175
Landscape Designer I	\$95	Project Manager III	\$190
Landscape Designer II	\$115	Project Manager IV	\$205
Marketing Assistant	\$105	Project Manager V	\$220
Marketing Coordinator	\$135	Project Manager VI	\$235
Marketing & Administrative Manager	\$225	Project Manager VII	\$250
Materials Technician I	\$95	Proposal Manager	\$140
Materials Technician II	\$105	Senior Proposal Manager	\$210
Lead Materials Technician	\$115	Public Involvement Assistant	\$115
Senior Materials Technician	\$125	Public Involvement Coordinator	\$155
Materials Manager	\$130	Public Involvement Planner	\$135
Planner I	\$120	Public Involvement Program Manager	\$200
Planner II	\$145	Real Estate Services Manager	\$180
Planner III	\$160	Right of Way Agent I	\$125
Planner IV	\$175	Right of Way Agent II	\$140
Planner V	\$190	Right of Way Agent III	\$155
Planner VI	\$200	Right of Way Agent IV	\$170
Planner VII	\$210	Right of Way Agent V	\$185
Planner VIII	\$225	Right of Way Agent VI	\$215
Planner IX	\$240	Right of Way Assistant	\$115
Planner X	\$280	Risk Manager	\$200
Planning Technician	\$110	Senior Manager I	\$240
Professional Land Surveyor I	\$120	Senior Manager II	\$260
Professional Land Surveyor II	\$130	Senior Manager III	\$270
Professional Land Surveyor III	\$140	Senior Manager IV	\$295



Description	Rate	Description	Rate
Senior Manager V	\$315	Survey Technician -- Supervisor	\$155
Senior Manager VI	\$335	Systems Administrator	\$155
Survey Technician I	\$90	Technical Coordinator	\$180
Survey Technician II	\$95	Utility Operator	\$145
Survey Technician III	\$100	Water Resource Specialist	\$195
Survey Technician IV	\$115	Water Rights Specialist I	\$160
Survey Technician IX	\$170	Water Rights Specialist II	\$190
Survey Technician V	\$120	Water Rights Specialist III	\$220
Survey Technician VI	\$130	Water Rights Technician I	\$105
Survey Technician VII	\$145	Water Rights Technician II	\$115
Survey Technician VIII	\$160	Water Rights Technician III	\$125

Survey Crews

One-Person Survey Crew	=	\$160 / hour
One-Person Survey Crew GPS/Robotics	=	\$180 / hour
Two-Person Survey Crew	=	\$240 / hour
Two-Person Survey Crew (PLS + LSIT)	=	\$280 / hour
Two-Person Survey Crew GPS/Robotics	=	\$255 / hour
Three-Person Survey Crew	=	\$350 / hour

Travel, Mileage, and Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	\$1.10/mile
Vehicle Usage – Trucks & SUV's	=	\$1.30/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 10:00 a.m.), lunch (10:00 a.m.-3:00 p.m.), and dinner (3:00 p.m. to midnight).

	Breakfast	Lunch	Dinner	Incidentals	1 st and Last Day	Per Diem Rate
Billings	\$13.00	\$15.00	\$26.00	\$5.00	\$44.25	\$59.00
Bozeman	\$18.00	\$20.00	\$36.00	\$5.00	\$59.25	\$79.00
Helena	\$14.00	\$16.00	\$29.00	\$5.00	\$48.00	\$64.00



Description	Rate	Description	Rate
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For all other cities not listed above and meal breakdown, use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

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 February 28th 2025, the completion date for the Engineer's work through final design shall be:

- | | | |
|--------------------------------|---|---------------------------------|
| A. Phase 1 – Conceptual Design | | June 30, 2025 ^[1] |
| B. Phase 1 – Final Design | : | October 31, 2025 ^[1] |

[1] This schedule is subject to shift depending on early coordination with Landowner adjacent to Arnold Drain.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2025

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 IMA, Inc. - Wichita PO Box 2992 Wichita KS 67201	CONTACT NAME: PHONE (A/C, No, Ext): 316-267-9221	FAX (A/C, No): 316-266-6254
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
License#: PC-1210733 DOWLLC-01	INSURER A: The Charter Oak Fire Insurance Company	25615
	INSURER B: The Travelers Indemnity Company	25658
	INSURER C: The Phoenix Insurance Company	25623
	INSURER D: Travelers Property Casualty Company of America	25674
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 350187707** **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	P6305W324780COF24	5/1/2024	5/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<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	Y	Y	8105W3264352443G	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP5W3305772443	5/1/2024	5/1/2025	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB5W3306692443G	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project #: 4062.22042.01; Project Name: Grand Ave Trunk Main & Arnold Drain Detention; Client's Project #: W.O. 25-18.

Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability, Automobile Liability and Excess Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability and Excess Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of the Certificate Holder and all other parties required by the contract on the General Liability, Automobile Liability, Excess Liability and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions. General Liability, Automobile Liability, Excess Liability and Workers Compensation Coverages include 30 day notice of cancellation, subject to the policy terms and conditions. Excess Liability policy is in excess of the General Liability, Automobile Liability and Employers Liability Policies, subject to the policy terms and conditions.

CERTIFICATE HOLDER **CANCELLATION**

City of Billings - Public Works Department 2224 Montana Avenue Billings, MO 59101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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2. We have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. If any other insurer has a duty to defend.
3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments;
but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the

applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
 - a. The limits of insurance afforded to such person or organization will be:
 - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - (2) The limits of insurance of this policy; whichever is less; and
 - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:

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- b. You have paid all premiums due for this policy at the time you make such request;
 - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
 - d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
 4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

- a. Are not payable under the terms of this insurance; or
- b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
 - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -

POLICY NUMBER: UB5W3306692443G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

Any Person or Organization for which the Insured has agreed by written contract executed prior to loss to furnish this waiver

DESIGNATED ORGANIZATION:

DATE OF ISSUE: - -

ST ASSIGN:

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this

provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
 - a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS**A. With respect to all coverages of this insurance:**

1. "Applicable underlying limit" means the sum of:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1), (2) and (3) of COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and
 - b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
 - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
 3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name

as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice: 60
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice: 10

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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



DATE
01/23/25

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

City of Billings - Public Works Department
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 below 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
225089	01/01/25	12/31/25

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

PROJECT DESCRIPTION

DOWL Project Number: 4062.22042.01
DOWL Project Name: W.O. 25-18 Grand Ave Trunk Main & Arnold Drain Detention
Client's Project Number: W.O. 25-18

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
DOWL
15325 SE 30th Place, Suite 300
Bellevue, WA 98007

ISSUING COMPANY:

TERRA INSURANCE COMPANY
(A Risk Retention Group)

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

President