



Contract for Professional Architectural and Engineering Services

W.O. 26-11 Monad Road Reconstruction – Daniel Street to Moore Lane

In consideration of the mutual promises herein, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, and **HDR Engineering, Inc.**, of 970 S 29th Street West, Billings, MT 59102, this Contract is made and entered into on December 15, 2025.

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 6 pages (Basic Services of Contractor);
- Appendix B consisting of 1 page (Methods and Times of Payment);
- Appendix C consisting of 1 page (Additional Services of Contractor);
- Appendix D consisting of 3 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 page (Project Schedule);
- Appendix F consisting of 20 pages (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", "City", and "Owner" means the City of Billings.
- C. "CONSULTANT", "ENGINEER", and "CONTRACTOR" refers to HDR Engineering, Inc.

Section 2. Scope of Services.

- A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.
- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Engineer shall provide as-built drawings 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 Contract, by mutual concurrence, 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. Five percent (5%) retainage shall be deducted from each invoice submitted by CONTRACTOR, as outlined in Appendix B.
- C. The Contractor is not entitled to any compensation under this Contract, other than is expressly provided for in this Section.
- D. As a condition of payment, the Contractor shall have paid all City taxes currently due and owing by the Contractor.

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

- A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of

this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.

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

Section 7. Insurance.

- A. The Contractor shall maintain in good standing the insurance described in Subsection B of this Section. Before rendering any services under this Contract, the Contractor shall furnish the Administrator with proof of insurance in accordance with Subsection B of this Section.
- B. The Contractor shall provide the following insurance:
 - 1. Workers' compensation and employer's liability coverage as required by Montana law.
 - 2. Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
 - 3. Commercial automobile liability -- \$1,500,000 per accident.
 - 4. Professional liability in the amount of \$1,500,000 per claim.
- C. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

- D. Each policy of insurance required by this Section shall provide for no less than 30 days' advance notice to Billings prior to cancellation.
- E. 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 sent via e-mail or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Billings: Will Robbins
City of Billings
Public Works - Engineering
316 N 26th Street, Fifth Floor
Billings, Montana 59101
e-mail : robbinsw@billingsmt.gov

Contractor: Tim Erickson, PE
HDR Engineering, Inc.
970 S 29th Street West
Billings, MT 59102
e-mail: timothy.erickson@hdrinc.com

Notices are effective upon the earlier of receipt 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. Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Contract. 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, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment 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 to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. Contractor shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital

status.

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.

Contractor and any subcontractor shall abide by the requirements of 41 CFR 60- 1.4, which states employees or applicants may not be discharged 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 Contractor's legal duty to furnish information.

- C. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Contractor shall comply with any and all reporting requirements that may apply to it that Billings may establish by regulation. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. Contractor shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination. This includes complying with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule,

regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. Contractor shall include the provisions of Subsections A through F of this Section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of Contractor under this Contract. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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: Tim Erickson
(Vice President)

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 arising 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 Contract 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:

- A. Indemnify, defend and save Billings, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional, reckless or negligent act on the part of Contractor or its officers, agents or employees.
- B. 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, expert fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the Contract.
- C. Where claims, lawsuits or liability, including attorneys' fees, expert fees and costs arise from wrongful, reckless or negligent act of both Billings and Contractor, 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, expert fees and costs, which result from Contractor's wrongful, reckless or negligent acts occurring as a result from Contractor's performance pursuant to this Contract.

Billings shall:

- A. Indemnify, defend and save Contractor, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Billings or its agents or employees.

- B. Not indemnify, defend, save and hold the Contractor harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of Contractor occurring during the course of or as a result of the performance of the Contract.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful, reckless or negligent act of both the Contractor and Billings, Billings shall indemnify, defend, save, and hold the Contractor harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from Billings or its officers, agents or employee's wrongful, reckless or negligent acts occurring as a result from Billings' 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 first noted above.

CITY OF BILLINGS, MONTANA

HDR ENGINEERING, INC.

**WILLIAM A. COLE,
MAYOR**

**TIM ERICKSON,
VICE PRESIDENT**

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

ATTEST:

DENISE BOHLMAN, CITY CLERK

Appendix A

Basic Services of Engineer City of Billings W.O. 26-11 Monad Road Reconstruction – Daniel Street to Moore Lane

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 Tim Erickson.

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 Will Robbins, working under the City Engineer, Mac Fogelsong.

Section 3. Scope of Work.

The project consists of engineering services for the City of Billings W.O. 26-11 Monad Road Reconstruction – Daniel Street to Moore Lane.

The project involves the reconstruction of Monad Road from Daniel Street to Moore Lane to improve it to a minor arterial, complete street standard. The length of the project is approximately 3,200 feet. The proposed project may include improvements to roadway, curb, gutter, sidewalk, multi-use trail, storm drain, rehabilitation of water and wastewater infrastructure, and street lighting along the corridor.

Project Assumptions

The following are assumptions associated with the scope of services for this project:

- Project could be bid in Fall 2026 and constructed at a time that best fits funding needs, project goals, and stakeholder needs, currently anticipated in FY 2027.
- No major intersection improvements are included at Daniel Street or Moore Lane.
- Public involvement includes a presentation of 30% design to City Council and coordination with adjacent business owners. One general informational meeting with all landowners and business owners will be held for this project. Subsequent meetings may be held individually with landowners and/or business owners.
- Project limits are along Monad Road from Daniel Street to Moore Lane. No other work will be included along adjacent streets/intersections.
- Street lighting could include galvanized or black light poles with LED luminaires.
- No right-of-way acquisition is assumed for this project. Development of plats for acquisition are not included in this scope of services.
- Stormwater infrastructure improvements will meet the City of Billings Stormwater Management Manual and the local MS4 requirements as feasible. HDR will document improvements that do not meet these requirements with the City of Billings throughout design.
- Stormwater design improvements for private businesses adjacent to the roadway are not included. Drainage design will not include improvements for existing developments or subdivisions in the area.
- Stormwater design will include review of adjacent properties to incorporate existing drainage patterns from off-site so there are no adverse effects to adjacent properties.
- Design will include storm drain stubs to property line, as needed.
- Water main replacement consists of approximately 1,700 LF in Monad Road from Daniel Street to South Plainview Street, including connections to intersection lateral mains except Daniel Street (already replaced).

- Sewer main evaluation consists of approximately 1,530 LF in Monad Road from Daniel Street (SSMH 51-2) to Albert Street (SSMH 50-5).
- Utility potholes will be provided by TruPipe, as necessary, and ten hours of equipment rates are included in the fee estimate.
- As necessary, HDR will assist the City with the development of an SID, including maps, quantities of construction and will also document and track SID improvements made during construction.
- No new field traffic data will be collected. All traffic study data will be derived from existing sources to include the City of Billings and MDT.
- A traffic study is not required for this project.

TASK 100 – PROJECT MANAGEMENT

101 – Project Management

As part of this task, the Project Manager will lead coordination of the design team with the City as well as manage the design team and subconsultants. Project Manager and Accountant will monitor project status, maintain project schedule and prepare monthly invoices with progress reports.

Deliverables:

- Monthly invoices and progress reports

102 – Project Meetings

HDR will attend the following meetings. Three team members will attend each meeting.

- City and consultant project team kickoff meeting
- 30% Plan Review meeting
- 70% Plan Review meeting

Deliverables:

- Meeting minutes.

TASK 200 – SURVEY AND GEOTECHNICAL INVESTIGATIONS

201 – Survey – Engineering and Cadastral (DOWL)

Provide survey services for design including engineering topographical survey and cadastral survey to identify existing right-of-way.

Task 201.1 – Existing Records Acquisition

- The City will provide all existing and available City right-of-way plans and as-built/record drawings applicable to this project.
- Acquire available plats and certificates of survey to develop property lines to determine the location of the existing right-of-way within the corridor. A recorded Certificate of Survey for a retracement of public right-of-way is not included in this scope of services.
- An ownership report listing current property ownership adjacent to the project corridor will be provided by the City. The information will be included on the plan sheets to identify addresses and owners of each parcel along the corridor. The ownership report will serve as a framework for both the public outreach as well as the identification of right-of-way needs. The report will be derived from GIS, and will not be a formal title report.

Task 201.2 – Cadastral

- Survey property controlling corners (e.g. section corners, quarter corners, centerline monument boxes) along the corridor and property corners along the corridor that can be searched and tied with minimal effort. Property corners that are not found will not be reset.
- This scope assumes that no individual right-of-way exhibits will be needed for parcels where the City may need to add to the existing right-of-way.

Task 201.3 – Engineering Survey

- Set, tie, level, and process new survey control for the project, spaced at approximately 1000' intervals for the length of the project. Control points will be set in the field as nails glued into concrete or as rebar with aluminum caps. The scope of this task does not include relocating or resetting survey control after it is installed.
- Provide coordinate listings of benchmarks and control stations for new and existing survey control in the design plans.
- Use the following coordinate system parameters unless directed otherwise by the City:
 - Billings Coordinate System (NAD83-2011) (EPSG 7127) as defined by the Rocky Mountain Coordinate Reference System handbook, expressed in international feet.
 - Vertical datum will be NAVD88 with GPS elevations derived from GEOID18 and vertical units expressed in international feet.
- Survey and map Monad Road from the Daniel Street intersection on the west end of the project to the Moore Lane intersection on the east end using a combination of total station and GPS survey equipment. Conduct the ground survey from right-of-way to right-of-way and 150-ft up each side street within the project limits. Ground survey outside of the right-of-way will be conducted at specific locations as necessary where additional topography is needed for driveway connections, special landscape features, existing irrigation systems, right-of-way to be acquired etc. The project outreach as part of Task 301 will inform property owners that surveyors will be in the area and may be on private property. No aerial imagery will be provided as part of this task.
- Coordinate with the City and private utility companies for the location, type, and size of their utilities within the project corridor. In addition to storm water features in the project corridor, survey will include upstream and downstream hydraulic facilities associated with the City-County drain crossing. Utility information for the project will be determined through utility-provided atlas mapping, Montana One Call, and surface features as marked or indicated by the respective owners. The City will be notified of non-responsive utility companies.

- Utility measure-downs will include water valves, sewer manholes, and storm manholes/inlets within the project corridor, and those adjacent to the project corridors needed to determine utility elevations and grades.

202 – Geotechnical Investigations (DOWL)

Provide geotechnical investigations for design.

- Review available geotechnical information provided by the City and research/review regional geology, soil survey, site setting, and topography.
- Conduct a site investigation including field exploration, borings, and laboratory testing for the project:
 - Facilitate and drill six (6) borings approximately every 500 feet to depths ranging from 10 to 20 feet below the existing grade. Two (2) of the borings will be completed as piezometers to monitor groundwater. Monitoring responsibility will be determined later. Single-lane closure traffic control will likely be necessary during exploration.
 - Monad Road is in an industrial area that may have underground contamination. Preliminary research indicates at least five documented release sites at properties directly adjacent to the project corridor. To screen for potential hydrocarbon-contaminated soil, DOWL will scan soil samples with a photoionization device (PID). If encountered, contaminated soil disposal may be required but is not included in this scope.
 - Perform laboratory testing, including classification (gradation & Atterberg Limits), moisture content, Proctor, California bearing ratio (CBR), and corrosion tests.
 - Identify groundwater levels encountered at the time of field exploration.
- Use City-supplied traffic data (AADT, vehicle classifications) to develop a preliminary surfacing design for approval by the City.
- Prepare the Preliminary Geotechnical Report, including review of the existing data, surfacing evaluation, subsurface exploration, laboratory testing, preliminary surfacing design, utility foundation and backfill conditions, and water main thrust block recommendations.
- Develop final surfacing design recommendations based on City's comments to the preliminary geotechnical report and design considerations.
- Prepare a Final Geotechnical Report for the City's record and to be included in the final construction documents.

Deliverables:

- Preliminary Geotechnical Report (PDF).
- Final Geotechnical Report (PDF).

TASK 300 – PRELIMINARY DESIGN AND PUBLIC OUTREACH

301 – Public Outreach

HDR will coordinate with business owners adjacent to the roadway regarding project improvements such as approaches and storm drain improvements. HDR will also coordinate with the City to support a presentation to City Council, as necessary.

Business coordination will include the following meetings:

- Individual meeting with each business owner adjacent to the project to discuss proposed project prior to construction.
- One on one meetings with each business adjacent to the project to discuss existing issues/constraints, site uses, access management and proposed project improvements.
- A single open house style informational meeting with invites for landowners, and business owners.
- BNSF Railway outreach and coordination
 - Collaborate closely with BNSF Railway to understand stormwater and impact assumptions.
 - Operational needs, and safety requirements during construction.
 - Schedule and attend periodic update meetings with BNSF Railway.
 - Identify necessary permissions and approvals for proposed improvements for existing at-grade crossing and stormwater detention within BNSF right-of-way.
- Other stakeholder outreach including TrailNet.

Assumptions:

- This scope of services does not include a general open public meeting.

Deliverables:

- Meeting minutes and summary of business owner discussions.

302 – Stormwater Study and Report

HDR will prepare a Preliminary Drainage Report documenting the existing and proposed drainage patterns within the project limits and summarize the analyses. Tasks included are detailed below.

Task 302.1 - Project Site Visit

- Two (2) staff members from HDR will visit the project site to photo-document existing conditions and to become familiar with the drainage patterns within the project area. Field notes will be completed for the project file and provided to the City.

Task 302.2 - Existing Drainage Patterns Analysis

- HDR will review the existing topography mapping, culverts, off-site drainage facilities, and storm drain facilities within the project area. The existing drainage patterns and facilities will be described in the drainage report accompanied by an existing conditions basin map.

Task 302.3 - Existing Hydrologic and Hydraulic Analysis

- HDR will analyze the existing hydrology and calculate the existing peak flows for the drainage basins within the project area. The hydrologic method utilized for analysis will be selected in accordance with the City of Billings Storm Water Management Manual (SWMM) and as appropriate for the proposed design based on basin sizes and the extent of required hydrograph routing required for design. The peak flows will be documented in the Drainage Report.

- HDR will analyze the existing storm drain system within the project boundary and evaluate the potential for surcharging and flooding in the existing storm drain system. The existing model will extend upstream and downstream of project limits to fully assess the existing conditions.

Task 302.4 - Proposed Drainage Patterns Analysis & Preliminary Design

- HDR will design a stormwater management system which includes facilities designed to treat the first 0.5 inches of runoff for the water quality event per Section 4.5 in the SWMM. HDR will prepare a preliminary design for curb and gutter with storm drain system and stormwater management system to capture roadway runoff and evaluate gutter spread for the 10-year and 100-year storm events. Additionally, HDR will prepare the preliminary design of ditch sections/ bioswales for the 10-year and 100-years events where conveyance systems can be utilized. The hydrologic method utilized for analysis will be selected in accordance with the SWMM.
- Preliminary stormwater quality flowrate will be calculated and the selection of the permanent water quality mitigation feature will be identified.
- The proposed drainage patterns and facilities will be described in the preliminary drainage report accompanied by a proposed conditions basin map based on the preliminary drainage design.

Task 302.5 – Preliminary Drainage Report

- HDR will prepare a Preliminary Drainage Report for submittal to the City. The report will include a summary of approach and results for:
 - Hydrology calculations (PDF)
 - Hydraulic calculations (PDF)

Assumptions:

- Design of irrigation ditches/drains is not included in the stormwater design.
- It is assumed that groundwater will not be an issue within project limits.
- Storm drain and stormwater management system design will be in conformance with the City of Billings Stormwater Management Manual.
- The project is within the City of Billings MS4 boundary and therefore, is subject to permit requirements and stormwater quality mitigation will be included in the project.
- Stormwater on the east end of the project is anticipated to be conveyed onto BNSF property south of Monad Road. A detention pond with outflow structures will likely not be allowed to be constructed, so grading will be proposed to route storm water to connect into existing storm drain facilities, pending BNSF approval. The BNSF property is assumed to have sufficient capacity.
- Detention pond design is not included in this scope of services.
- Stormwater design will include review of adjacent properties to incorporate existing drainage patterns from off-site to mitigate potential adverse effects to adjacent properties.
- Autodesk Storm and Sanitary Analysis will be used to evaluate gutter spread, inlet designs, and storm sewer pipe hydraulics.
- Additional hydraulic software may be used to evaluate culvert crossings and channels, which may include HY-8, HEC-RAS, Flowmaster, etc.
- Data input and results will be documented and included as part of the Drainage Report.

Deliverables:

- Preliminary Drainage Report (PDF)

303 – Roadway Lighting Analysis

Analyze street lighting levels and determine light pole spacing based on analysis of LED luminaires to meet current design standards.

Assumptions:

- Light poles may be galvanized or black, 40-ft tall poles, with 15-ft arms. These poles will be used to analyze the street lighting with LED luminaires.

Deliverables:

- Memo summarizing lighting analysis, including total number of poles, spacing, lumen output, wattage, and cost estimate to assist the City in setting up a SILMD or include the lighting as part of the TIF District assessment.

304 – Preliminary Utility Design (DOWL)

Prepare preliminary design plans for water rehabilitation and wastewater evaluation. Design the replacement of approximately 1,700 LF of water main and evaluate 1,530 LF of sanitary sewer main. Tasks included are detailed below.

Task 304.1 – Existing Records Acquisition

- Acquire from City all available as-builts, water and sewer service line records, CCTV inspections, and other information and studies as applicable. Incorporate available information into design drawings and specifications.

Task 304.2 – Water Main Preliminary Design

- Design utility alignments and profiles for water mains, including valves, hydrants, service reconnections, and other necessary appurtenances. New water mains will be designed along a horizontal alignment that is offset from the existing water main and with 6.5 feet of ground cover unless the required separation from other utilities cannot be achieved.
- New water main sizes will be 12-inch diameter along Monad Road and side-street lateral mains. No hydraulic modeling, field flow metering, or other sizing studies are included in this scope.
- Trenchless construction alternatives will not be evaluated, as the characteristics and current alignments of the water mains associated with this project are not favorable for cost effective trenchless construction.

Task 304.3 – Sewer Main Evaluation

- Evaluate the sewer mains for the feasibility of both open-cut and trenchless cured-in-place pipe (CIPP) replacement methods. Review of City-provided CCTV videos will be relied upon for condition assessment of existing pipelines.

The evaluation may conclude that sewer main replacement is not needed along the project corridor. Design of a rehabilitation or replacement sewer main is not included in this scope.

Task 304.4 – Private Utility Coordination

- Coordinate exploratory excavation (hydrovac potholes), as necessary, to expose underground utilities in perceived or potential conflict areas. Provide one (1) surveyor for up to ten (10) hours to survey exposed utilities or survey stakes left with measure downs.
- Schedule and conduct up to two (2) meetings with private utility owners, one after each preliminary plan review submittal (Tasks 305 & 306). A representative from each applicable utility company will be invited to the meeting and potential conflicts will be highlighted and discussed. The purpose of the meetings will be to proactively encourage rehabilitation or relocation of the utilities in conflict prior to construction.

Deliverables:

- Existing sanitary sewer main conditions & CIPP evaluation memo (PDF).
- Design of water alignments, profiles, and related improvements, to 30% and 70% design levels, are to be included in the preliminary design plans submittals (Tasks 305 & 306). Preliminary special provisions and construction estimate are included at the 70% design level only (Task 306).

305 – Preliminary 30% Design Plans

Prepare preliminary design plans for the proposed roadway. Prepare preliminary opinion of probable construction costs estimate.

Include the following in the plans:

- Horizontal and vertical alignment of proposed roadway
- Roadway typical sections including the proposed pavement design
- Proposed approaches for business access
- Roadside swale improvements
- Storm drain plan and profile sheets
- Water and wastewater plan and profile sheets
- Street lighting layout
- Curb, Gutter, Sidewalk and Multi-Use Path layout
- Existing right-of-way limits

Assumptions:

- Utility relocations will be handled by others. HDR and DOWL to coordinate relocations with utility companies.
- Details and profiles for approaches will not be developed for 30% design.
- Cross sections will not be developed at 30%
- Opinion of probable construction costs estimate will be based on preliminary quantities and will include a 20% contingency.
- Project specifications will not be developed for 30% design.

Deliverables:

- Preliminary design plans and opinion of probable construction costs estimate.

306 – Preliminary 70% Design Plans

Incorporate comments and design revisions from 30% design to develop 70% design plans, specs and estimate.

Assumptions:

- Utility relocations will be handled by others. HDR and DOWL to coordinate relocations with utility companies.
- Opinion of probable construction costs estimate will be based on preliminary quantities and will include a 15% contingency.
- Preliminary list of project special provisions will be developed for 70% design.

Deliverables:

- 70% design plans, specs and construction cost estimate.

TASK 400 – FINAL DESIGN

401 – Stormwater Final Design

Update drainage design to incorporate comments/changes from 70% design, as well as from continued coordination with adjacent business owners. Prepare final drainage report.

Deliverables:

- Final Drainage Report

402 – Final Utility Design Plans (DOWL)

Prepare final design plans for water rehabilitation and/or replacement.

Task 402.1 – Geotechnical Review

- Geotechnical engineering information including field sampling, laboratory testing and review of subsurface soils gathered under Task 202 will be used to determine design alternatives, subgrade treatment, groundwater conditions, pipe material selections, corrosion protection features, and foundations for utility installations.

Task 402.2 – Water & Sewer Main Final Designs

- Incorporate City comments pertaining to the preliminary design and prepare pre-final and final water main plan and profile sheets.

- Prepare final project specifications, details, special provisions, bid quantities, and probable construction costs for water system work.
- Plans and project manual will be prepared in accordance with Montana Public Works Standard Specifications (MPWSS) and City of Billings Standard Modifications, latest editions.
- Include existing and proposed private utilities in the plan set as provided by the private utility companies. The scope of services does not include design or engineering for the relocation of private utilities. HDR and DOWL to coordinate relocations with utility companies.

Task 402.3 – Utility Permitting

- Prepare a water design report, as required for Montana Department of Environmental Quality (MDEQ) review. Submit construction documents, design report, related certified checklists, and deviation requests (if required) for approval by MDEQ.
- Prepare BNSF utility crossing permit(s) for the water main crossings of the railroad spur line across Monad Road between Charles Street and Bernard Street, in accordance with their Utility Accommodation Policy.
- All MDEQ & BNSF review and permitting fees will be paid by the City.
- Construction stormwater permits, dewatering permits, and all other permits not listed here shall be the responsibility of the construction Contractor and are excluded from this scope.

Deliverables:

- Water main plans, specs, and estimate for final design levels, are to be included in the overall project submittals (Tasks 402 & 404).
- MDEQ design review package (PDF and printed copies as required).
- BNSF permit application (PDF; online).

404 – Final Design Plans

Incorporate comments and design revisions from 70% design to develop final design plans, specs and estimate.

Assumptions:

- Utility relocations will be handled by others. HDR and DOWL to coordinate relocations with utility companies.
- Opinion of probable construction costs estimate will be based on preliminary quantities and will include a 5% contingency.
- Recent bid tabs will be provided by the City to establish unit costs.

Deliverables:

- Final design plans, specs and construction cost estimate.

TASK 500 – Bid Phase

501 – Bidding Administrative Assistance

Prepare bid documents for bidding. Answer bidder questions and prepare addendum as needed. Schedule and conduct pre-bid meeting.

Deliverables:

- Pre-bid Meeting Minutes.

502 – Post-Bid Administrative Assistance

Receive, evaluate and tabulate bids. Assess completeness of bid. Make recommendations to the City on award of contract. Issue Notice of Award.

TASK 600 – Construction Contract Administration

Construction Contract Administration is not included in this initial scope. These additional services may be added by amendment after the scope of the construction project is more defined during the design phase.

Appendix B Methods and Times of Payment

W.O. 26-11 Monad Road Reconstruction – Daniel Street to Moore Lane

Section 1. Payments for Basic Services.

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

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

- A. For services rendered 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	\$ 50,500
2. Survey and Geotech Investigations	\$ 78,500
3. Preliminary Design and Public Outreach	\$ 251,900
4. Final Design	\$ 101,000
5. Bid Phase	<u>\$ 11,300</u>
TOTAL:	\$ 493,200

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

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

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

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer

W.O. 26-11 Monad Road Reconstruction – Daniel Street to Moore Lane

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

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

Appendix D

Schedule of Professional Fees

W.O. 26-11 Monad Road Reconstruction – Daniel Street to Moore Lane

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 AREA
2025 HOURLY RATE SCHEDULE**

BILLING CLASSIFICATION	RATE RANGES		
ENGINEERS			
<i>Design Engineers</i>	\$ 120.00	-	\$ 245.00
<i>Project Engineers / Project Managers</i>	\$ 160.00	-	\$ 290.00
<i>Sr Engineers / Sr Project Managers</i>	\$ 210.00	-	\$ 350.00
<i>Project Principal / Sr Technical Advisors</i>	\$ 250.00	-	\$ 350.00
DESIGNERS / TECHNICIANS / INSPECTORS	\$ 80.00	-	\$ 250.00
CADD / BIM Specialist	\$ 80.00	-	\$ 210.00
Project Support	\$ 80.00	-	\$ 230.00

2025 CHARGEABLE EXPENSE SCHEDULE

Direct project expenses will be charged at the rates listed below unless a separate rate is negotiated for a specific project.

SUBSISTENCE (PER DIEM)

Subsistence such as meals and lodging while out on a project will be charged at actual cost or at the per diem rate negotiated for a specific project.

TRAVEL

Travel expenses will be charged at the following rates unless a separate rate is negotiated for a specific

Vehicles	\$	0.88 /mile
Rental Vehicles & Aircraft	\$	Actual Cost /mile



2025 CHARGEABLE EXPENSE SCHEDULE (continued)

TELEPHONE/FAX/POSTAGE

Long distance calls, telegrams, fax, cellular phone, and any special class postage will be charged at actual

SPECIAL EQUIPMENT CHARGES

Electronic Distance Measuring	\$	10 /hr.
GPS - Handheld	\$	20 /hr.
GPS - Survey Grade	\$	50 /hr.
Manta 3-Phase Test Set	\$	40 /hr.
Megger Testing Equipment	\$	250 /day
Soil Resistivity Testing Equipment	\$	500 /day
UTV	\$	350 /day

PRINTING

Based on Product Code - See Next Page for additional information

SURVEYING SUPPLIES (Includes: Flagging, Stakes, Etc.)	\$	50 /mile
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SUBCONSULTANTS

Subconsultants and expenses may be subject to markup

OVERHEAD

Overhead costs, such as rent, insurance, utilities, office furniture, employee benefits, and taxes are included in the hourly billing rates.

Appendix E Project Schedule

W.O. 26-11 Monad Road Reconstruction – Daniel Street to Moore Lane

Based on a notice to proceed by Billings date no later than December 16, 2025, the completion dates for the Engineer's work through final design and bidding shall be:

- A. Preliminary Design
 - 1. Preliminary 30% Design – March 2026
 - 2. City Council Meeting – April 2026
 - 3. Preliminary 70% Design – June 2026
- B. Final Design
 - 1. Final Design – September 2026
 - 2. Bid Support – October 2026

Delays affecting the completion of the work within the time specified of more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Engineer is behind on this Contract due to no fault of Billings, then the Engineer hereby acknowledges the right of Billings to withhold future Contracts to the Engineer in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

Appendix F

Certificate(s) of Insurance

W.O. 26-11 – Monad Road Reconstruction – Daniel Street to Moore Lane

Attach Certificate(s) of Insurance



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/14/2025

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com														
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td style="text-align: center;">23035</td> </tr> <tr> <td>INSURER B: Ohio Casualty Insurance Company</td> <td style="text-align: center;">24074</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td style="text-align: center;">42404</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Ohio Casualty Insurance Company	24074	INSURER C: Liberty Insurance Corporation	42404	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: W41814122

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability	Y Y	TB2-641-444950-035	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	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	AS2-641-444950-045	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y Y	EUO(26)57919363	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					AGGREGATE \$ 5,000,000
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 No N / A Y	WA7-64D-444950-015	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

 City of Billings
 Attn: Will Robbins
 316 N. 26th St
 5th Floor
 Billings, MT 59101

CANCELLATION

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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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Re: Monad Road Reconstruction.

Additional Insured & Waiver of Subrogation: Billings.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location And Description Of Completed Operations

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>As required by written contract or agreement.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-045
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a c ontract with that person or organization.

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 anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-015
\$

Effective Date 06/01/2025

Premium

Issued to: HDR Engineering, Inc.

Policy Number TB2-641-444950-035
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-045
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-015 Effective Date 06/01/2025

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2026

DATE (MM/DD/YYYY)

11/17/2025

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).

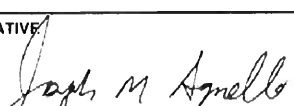
PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1554687 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER A : Lloyd's of London		15792
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 22625565 **REVISION NUMBER:** XXXXXXX

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXX MED EXP (Any one person) \$ XXXXXXX PERSONAL & ADV INJURY \$ XXXXXXX GENERAL AGGREGATE \$ XXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXX BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX AGGREGATE \$ XXXXXXX
	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	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N N	P001412500	6/1/2025	6/1/2026	PER CLAIM: \$1,500,000 AGGREGATE: \$1,500,000

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

CERTIFICATE HOLDER 22625565 CITY OF BILLINGS ATTN: WILL ROBBINS 316 N. 26TH ST 5TH FLOOR BILLINGS MT 59101	CANCELLATION See Attachment
	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 

This endorsement, effective: 06/01/2025 - 06/01/2026

Forms a part of policy no.: P001412500

Issued to: HDR ENGINEERING, INC.

By: Lloyd's of London

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except with respect to cancellation for non-payment of premium (10 day notice cancellation), the **Insurers** shall give 30 days' notice of cancellation to the Certificate Holder(s) set forth herein, provided that:

1. The **First Named Insured** is required by contract to give notice of cancellation to the Certificate Holder, and
2. Prior to the **Insurers** sending its notice of cancellation to the **First Named Insured, the First Named Insured** shall provide the **Insurers**, in writing, either directly or through the **First Named Insured** broker of record, the name of each person or organization requiring notice of cancellation and the corresponding address for such person or for the employee responsible for receipt of notice of cancellation on behalf of such organization.

Notice of cancellation will be sent in accordance with the terms and conditions of the policy, except that the **Insurers** may provide written notice individually or collectively to the Certificate Holders by email at the current email address given by the **First Named Insured**. Proof of sending of the notice of cancellation by email shall be sufficient proof of notice.

Any failure to provide notice of cancellation to the Certificate Holder due to inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility of the **First Named Insured**.

The following definitions apply to this endorsement:

1. **First Named Insured** means the **Named Insured** shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL REMAIN UNCHANGED.