



Agenda # 12
Commission Meeting Date:
September 17, 2013

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Contract: Water Storage Tank Evaluation, Phase 1, O. F. 1625.0

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Professional Services Contract

Suggested Motion:

1. Commissioner moves:

"I move the City Commission approve the Professional Services Contract between the City of Great Falls and Advanced Engineering and Environmental Services, Inc. (AE2S) for engineering services for the Water Storage Tank Evaluation, Phase 1, O. F. 1625.0 for a fee not to exceed \$317,992.00 and authorize the City Manager to execute the agreements."

2. Mayor calls for a second, discussion, public comment, and calls for the vote.

Staff Recommendation: Approve Professional Services Contract.

Background:

Significant Impacts

City Staff has negotiated a professional engineering services contract (attached) with AE2S to complete design work and conduct the bidding process and construction inspection services on repairs and maintenance on several water storage tanks. AE2S is currently under contract to perform onsite inspections of the tanks and provide a summary of their findings.

Workload Impacts

AE2S will complete final designs for the improvements and repairs to the water storage tanks, and will provide bidding, construction inspection, and administrative services. City engineering and water plant staff will assist with project administration duties.

Purpose

Coatings at the Ella and Skyline tanks have outlived their useful life and have begun to fail. Rusting has started to develop in several areas inside and outside of the tanks. Left unchecked, these areas could develop leaks and weaken the overall structural integrity of the tanks. The Skyline tank has also experienced some settling over its service life which needs to be addressed before the condition could cause more severe problems. Both the Gore Hill tank and the 33rd Street Surge Tank have outlived their useful service lives and will need to be replaced. The surge tank will be replaced as part of this project. The Gore Hill tank will be evaluated for the best replacement location but the replacement design, bidding phase, and construction inspection will not be included with this contract.

Project Work Scope

AE2S will design improvements at the Ella Tank located at Ella Avenue and Doris Drive, the Gore Hill Tank located at Airport Drive, the Skyline Tank located at 36th Avenue NE and Bootlegger Trail, and the 33rd Street Surge Tank site located at 33rd Street South and 9th Avenue South. The improvements will include interior and exterior coatings, structural improvements to the tanks, sanitation and potential sources of contamination, security issues, and safety code compliance. AE2S will complete the design for these upgrades and conduct bidding and inspection services.

Evaluation and Selection Process

AE2S was selected for this project based on the engineering selection process used by the City of Great Falls as the current qualified consultant on the rotation. AE2S has successfully designed and managed similar projects in Montana and the surrounding states. The original contract for inspection was approved by the City Commission November 7, 2012 in the amount of \$38,617.00. This contract will bring the total engineering services amount to \$356,609.00.

Conclusion

City staff recommends approval of the Professional Services Contract to AE2S in the amount of \$317,992.00.

Fiscal Impact

This contract will be funded through Water Capital Funds.

Alternatives:

The City Commission could vote to deny the approval of the Professional Services Contract.

Attachments/Exhibits:

1. Professional Services Contract.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "City," and Advanced Engineering and Environmental Services, Inc. (AE2S), 300 15th Street South, Suite #7, Great Falls, MT 59405, hereinafter referred to as "Consultant."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **Effective Date:** This Agreement is effective upon the date of its execution and will terminate on the 31st day of December, 2015. The parties may extend this agreement in writing prior to its termination.
3. **Scope of Work:** Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.
4. **Payment:** City agrees to pay Consultant Three Hundred Thirty-Six Thousand Four Hundred Twenty Four Dollars (\$317,992) for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.
5. **Independent Contractor Status:** The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. **Indemnity and Insurance:** For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Consultant or Consultant's agents or employees.

For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation - statutory
- Employers' Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Company Owned Automobile Liability - \$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate
- Professional Liability - \$1,000,000 per claim; \$2,000,000 annual aggregate

The City shall be included or named as an additional or named insured on the Commercial General and Company Owned Automobile Liability policies. The insurance must be in a form suitable to City.

7. **Professional Service:** Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner.

8. **Compliance with Laws:** Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Consultant agrees to purchase a City safety inspection certificate or special business license.

9. **Nondiscrimination:** Consultant agrees that all hiring by Consultant of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

10. **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within

ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

11. **Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

12. **Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

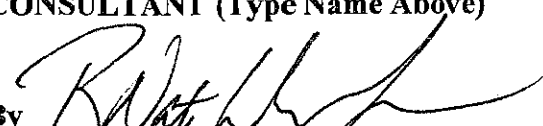
13. **Liaison:** City's designated liaison with Consultant is Mike Kynett, and Consultant's designated liaison with City is Nate Weisenburger.

14. **Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF GREAT FALLS, MONTANA

By _____
Gregory T. Doyon, City Manager

AE2S
CONSULTANT (Type Name Above)
By 
Print Name: R. Nathan Weisenburger, PE
Print Title: Operations Manager

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

APPROVED AS TO FORM

By _____
Sara R. Sexe, City Attorney

SCOPE OF SERVICES
WATER STORAGE FACILITY IMPROVEMENTS
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O.F. 1625.0
Submitted by: AE2S

Advanced Engineering and Environmental Services, Inc. (AE2S) prepared the following scope for the Preliminary Siting of a new Gore Hill Water Tower, Rehabilitation of the Skyline Water Tower and Ella Water Tower, and replacement of the 33rd Street Surge Tank. The reconditioning effort of the water towers will be inspected during the construction phase by KLM Engineering, Inc. Terracon has been retained to complete the geotechnical investigation and recommendations for the foundation improvements at the Skyline Water Tower.

The scope of services is to be provided under the prescribed requirements of the Professional Services Agreement. The Scope of Services is also subject to the Terms and Conditions, which is provided as Attachment 1. Descriptions of the proposed tasks to be completed by AE2S are provided below:

I. SCOPE DEVELOPMENT AND ENGINEERING AGREEMENT

- A. Coordinate with the City of Great Falls regarding the scope of the project, prepare an estimate of engineering fees, and submit an engineering services agreement to amend the existing agreement, which was prepared to evaluate five (5) existing water storage facilities.

Estimated Fee: \$3,516

II. GORE HILL WATER TOWER SITE EVALUATION

- A. The Gore Hill water tower has been scheduled for decommissioning, demolition, and replacement. The City has requested that preliminary engineering work be completed to identify the most appropriate site for a new Gore Hill water tower.
1. Consult with the City to define and clarify requirements for the Gore Hill water tower and available data.
 2. Data Collection: Advise the City as to the necessity of providing data or services and assist the City in obtaining such data and services.
 3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by Engineer, including but not limited to identified mitigating measures. Efforts will specifically include a meeting with Great Falls Airport Authority representatives to identify potential sites that would be undesirable for a new water tower location.
 4. Hydraulic/Siting Analysis: Conduct a preliminary hydraulic and siting analysis to verify the required height of tower and if potential sites will function adequately within the pressure zone. The analysis will consider current and future demands, tower size, tower height, fire flow requirements, and distribution system infrastructure.
 5. Demolition: Decommissioning and demolition requirements of the existing Gore Hill water tower will be assessed.

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6. Cost Information: Opinions of cost will be prepared to provide the City with capital improvement budget information to replace the Gore Hill water tower.
7. Coordination Meeting: A meeting will be scheduled to review the results of the evaluation and obtain feedback from the City with respect to developing recommendations.
8. Recommendations: The proposed site and water tower requirements will be summarized in a technical memorandum and submitted to the City for review. The document will be revised, as appropriate, to address City comments.

Estimated Fee: \$28,514

III. FINAL DESIGN PHASE – SKYLINE/ELLA/33RD STREET SURGE TANK

- A. Coordinate with City of Great Falls staff regarding existing conditions, design documentation format, and project constraints.
- B. Skyline Water Tower
 1. Conduct a topographic survey of the site for the purpose of preparing technical drawings and establishing benchmarks at the site.
 2. Conduct a geotechnical investigation to facilitate the design of foundation improvements to address settlement and re-leveling of the structure.
 3. Develop minor grading improvements to redirect spilled water away from the tower site, if possible.
 4. Prepare plans, specifications, and an engineering report for review by the City that reflect reconditioning of the tank via coating system improvements and structural, safety, and regulatory repairs and improvements identified during the recent evaluation of the tank. An alternate bid schedule will be included to reflect the option of sandblasting and recoating the tank with a three-part coating system in lieu of an overcoat.
 5. Prepare updated opinions of total probable construction cost.
 6. Schedule, prepare for, and participate in meetings with the City to discuss items pertaining to the final design of the project.
 7. Submit documentation to the Montana Department of Environmental Quality for review and approval, and coordination revisions to the documentation with the City.
- C. Ella Water Tower
 1. Conduct a topographic survey of the site for the purpose of preparing technical drawings and establishing benchmarks at the site.
 2. Prepare plans, specifications, and an engineering report for review by the City that reflect reconditioning of the tank via coating system improvements and structural, safety, and regulatory repairs and improvements identified during the recent evaluation of the tank. An alternate bid schedule will be included to reflect the option of sandblasting and recoating the tank with a three-part coating system in lieu of an overcoat.

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3. Prepare updated opinions of total probable construction cost.
 4. Schedule, prepare for, and participate in meetings with the City to discuss items pertaining to the final design of the project.
 5. Submit documentation to the Montana Department of Environmental Quality for review and approval, and coordination revisions to the documentation with the City.
- D. 33RD Street Surge Tank
1. Conduct a topographic survey of the site for the purpose of preparing technical drawings and establishing benchmarks at the site.
 2. Identify preferred material(s) of tank construction with the City.
 3. Prepare plans, specifications, and an engineering report for review by the City that reflect replacement with a tank having similar dimensions of the existing surge tank. Alternate bid schedules will be included in the bidding documents, as necessary, to reflect tank materials requested by the City.
 4. Prepare updated opinions of total probable construction cost.
 5. Schedule, prepare for, and participate in meetings with the City to discuss items pertaining to the final design of the project.
 6. Submit documentation to the Montana Department of Environmental Quality for review and approval, and coordination revisions to the documentation with the City.

Estimated Fee: \$114,512

IV. BIDDING/NEGOTIATION PHASE – SKYLINE/ELLA/33RD STREET SURGE TANK

- A. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
- B. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- C. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
- D. Prepare for and facilitate a Pre-Bid meeting.
- E. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

Estimated Fee: \$22,947

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V. CONSTRUCTION PHASE – SKYLINE/ELLA/33RD STREET SURGE TANK

- A. General Administration of Construction Contract. Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
- B. Resident Project Representative (RPR). Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Attachment 2. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Attachment 1.
- C. Selecting Independent Testing Laboratory. Assist Owner in the selection of an independent testing laboratory to perform services, if any, required for the project.
- D. Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- E. Schedules. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- F. Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- G. Visits to Site and Observation of Construction. In connection with observations of Contractor's Work while it is in progress:
 1. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 2. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties

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and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- H. Defective Work. Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- I. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- J. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- K. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- L. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals

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required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

- M. Disagreements between Owner and Contractor. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- N. Applications for Payment. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
1. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 2. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of

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construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- O. Contractor's Completion Documents. Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- P. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
- Q. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work by Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall provide notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- R. Coordinate the services of KLM Engineering, Inc. as a subconsultant to observe the work completed.
- S. Coordinate operational requirements of the water system with the City.
- T. Duration of Construction Phase. The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
- U. Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Estimated Fee: \$143,357

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VI. POST-CONSTRUCTION PHASE – SKYLINE/ELLA/33RD STREET SURGE TANK

- A. Provide assistance in connection with the adjusting of Project equipment and systems.
- B. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
- C. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- D. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- E. Provide Operations and Maintenance information for the project as received from the Contractor.
- F. Provide Record Drawings showing changes made during the construction process, based on the annotated record documents for the Project and furnished by Contractor and which ENGINEER considers significant.

Estimated Fee: \$5,146

VII. ADDITIONAL SERVICES

- A. Complete a site visit and inspection of the tanks prior to the expiration of the Correction Period to determine if the completed Work is acceptable according to the Construction Documents. The site visit shall be conducted in accordance with ENGINEER's standard protocol. The inspection shall generally consist of a float-down inspection to document interior coating performance and conditions, an assessment of exterior coating performance and conditions, an assessment of structural components, and preparation of an End of Correction Period Report. The Report shall summarize all observations and on-site activities and findings and shall include recommendations for corrective action of observed defects as to replacement or correction of Defective Work, as necessary.

Estimated Fee: Provided upon request.

Terms and Conditions

The Agreement is supplemented to include the following terms and conditions:

1. Standard of Care

a. The standard of care for all professional services performed or furnished by AE2S under this Agreement will be the care and skill ordinarily used by members of AE2S's profession practicing under similar circumstances at the same time and in the same locality. Other than set forth herein, AE2S makes no warranties, express or implied, under this Agreement or otherwise, in connection with AE2S's services.

b. CLIENT shall be responsible for, and AE2S may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to AE2S pursuant to this Agreement. AE2S may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

c. Consultant shall not at any time supervise, direct, or have control over any Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work.

d. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Construction Contract.

e. Consultant shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own agents, employees, and Subconsultants) at the Site or otherwise furnishing or performing any Work; or for any decision based on interpretations or clarifications of the Contract Documents given by Engineer or Owner without consultation and advice of Consultant.

2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and AE2S and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or AE2S. AE2S's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against AE2S because of this Agreement or the performance or nonperformance of services hereunder.

3. Payments to AE2S

Invoices will be prepared in accordance with AE2S's standard invoicing practices and will be submitted to CLIENT by AE2S monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt of Owner's funds. If

CLIENT fails to make any payment due AE2S for services and expenses within 30 days, the amounts due AE2S will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, AE2S may, after giving seven days written notice to CLIENT, suspend services under this Agreement until AE2S has been paid in full all amounts due for services, expenses, and other related charges.

4. Insurance: Refer to Professional Services Agreement.

5. Indemnification and Allocation of Risk

a. Indemnification of Client and Risk of AE2S: Refer to Professional Services Agreement.

b. To the fullest extent permitted by law, CLIENT shall defend, indemnify and hold harmless AE2S, AE2S's officers, directors, partners, employees, and consultants from and against claims, suits, costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. In addition to the indemnity provided under paragraph 5.a of this Exhibit, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless AE2S and AE2S's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph 5.c. shall obligate CLIENT to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

d. Not used.

e. The indemnification provision of Paragraph 5.a is subject to and limited by the provisions agreed to by CLIENT and AE2S in Paragraph 7, "Limit of Liability," of this Agreement.

6. Exclusion of Special, Incidental, Indirect, and Consequential Damages

To the fullest extent permitted by law, CLIENT and AE2S waive against each other, and the other's officers, members, directors, partners, agents, insurers, consultants, and employees, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

7. Limit of Liability – Not Used.

8. **Termination of Contract**
Either party may at any time, upon ten days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to AE2S all amounts owing to AE2S under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
9. **Access**
CLIENT shall arrange for safe access to and make all provisions for AE2S and AE2S's Consultants to enter upon public and private property as required for AE2S to perform services under this Agreement.
10. **Hazardous Environmental Conditions**
It is acknowledged by both parties that AE2S's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event AE2S or any other party encounters a Hazardous Environmental Condition, AE2S may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that AE2S is performing professional services for CLIENT and that AE2S is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with AE2S's activities under this Agreement.
11. **Patents**
AE2S shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.
12. **Ownership and Reuse of Documents: Refer to Professional Services Agreement.**
13. **Use of Electronic Media**
 - a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the AE2S. Files in electronic media format of text, data, graphics, or of other types that are furnished by AE2S to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
 - b. When transferring documents in electronic media format, AE2S makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by AE2S at the beginning of this Assignment.
 - c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
 - d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. AE2S shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
14. **Force Majeure**
AE2S shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond AE2S's reasonable control.
15. **Opinions of Total Project Cost: Not Used.**
16. **Binding Effect**
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
17. **Severability and Waiver of Provisions**
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and AE2S, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
18. **Survival**
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
19. **Headings**
The headings used in this Agreement are for general reference only and do not have special significance.
20. **Dispute Resolution**
CLIENT and AE2S agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under law.

This is **ATTACHMENT 2**, consisting of 5 pages, referred to in and part of the Scope of Services as an attachment to the **Professional Services Agreement** dated _____.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority supplement the Scope of Services to be provided under Paragraph V.B during the Construction Phase:

D.1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Attachment 2 may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Scope of Services are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
 1. *General.* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary.
 - RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings.* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents.* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications.* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. *Records*

- a. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare construction notes, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.

- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests*

- a. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy a Specific Project in whole or in part.



855 Front Street – P.O. Box 4759 – Helena, MT 59604-4759
Customer Service 800-332-6102 or 406-495-5000
Fax 406-495-5020 – TDD/TTY 406-495-5030
Fraud Hotline 888-682-7463 (888-MT-CRIME)
www.montanastatefund.com

CITY OF GREAT FALLS
PO BOX 5021
GREAT FALLS MT 59403-5021

Policy #: 03-354678-9
Team #: 2
Date: 08/29/2013

INSURED: ADVANCED ENGINEERING
 4050 GARDENVIEW DR STE 200
 GRAND FORKS ND 58201

CERTIFICATE OF INSURANCE

This document certifies the Montana State Fund provides workers' compensation, occupational disease and employers liability insurance coverage for the above named insured. The policy includes coverage for all Montana employees as required by law.

Employers liability coverage is included at the following limits of liability:

\$100,000 Bodily Injury By Accident, Each Accident
\$100,000 Bodily Injury By Disease, Each Employee
\$500,000 Bodily Injury By Disease, Policy Limit

Coverage for certain employments under Montana law may be elected or rescinded, upon the employer's request, at any time during the policy period. We cannot verify the coverage status of such employments; therefore, you should verify these employments with the employer.

This policy is effective 07/01/2013 to 07/01/2014. We will attempt to notify you if cancellation occurs.

If the insured is still contracting for your company when this Certificate expires, you may request re-certification through the insured.

PO5231-2013-00 WATER STORAGE RECONDITIONING

Operations Department

cc: ADVANCED ENGINEERING



ADVEN01

OP ID: JH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2013

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 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 Insure Forward, Inc. - GF PO Box 14150 Grand Forks, ND 58208-4150 Chris Lander, CPCU	Phone: 701-772-6651	CONTACT NAME:	
	Fax: 701-772-8367	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : *Continental Western Group	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED **Advanced Engineering & Environmental Services Inc.**
4050 Garden View Drive Ste 200
Grand Forks, ND 58201

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	CWP2355617	10/04/2012	10/04/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> ND Employers Liab		\$1MIL/\$1MIL/\$1MIL	10/04/2012	10/04/2013	PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
						Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY	X	CWP2355617	10/04/2012	10/04/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		CU2583313	10/04/2012	10/04/2013	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR				AGGREGATE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE					\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

Project: P05231-2013-00 Great Falls Water Storage Reconditioning
Certificate Holder is an Additional Insurance on the General Liability and Business Auto policies when required by written contract with Named Insured.

CERTIFICATE HOLDER

GFCIT02

City of Great Falls
PO Box 5021
Great Falls, MT 59403-5021

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

John M. Mehring

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2013

PRODUCER PROFESSIONAL DESIGN INS MGMT CORP PO Box 501130 Indianapolis, IN 46250 (317) 570-6945		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Advanced Engineering and Environmental Services, Inc. 4050 Garden View Drive, Suite 200 Grand Forks, ND 58201		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Endurance American Specialty Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> 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				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	PPL10002972302	1/25/13	1/25/14	\$2,000,000 limit each claim and \$2,000,000 in the aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Great Falls
 PO Box 5021
 Great Falls, MT 59405

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

Lou Burton



AGENCY CUSTOMERID: _____
LOC#: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY PROFESSIONAL DESIGN INS MGMT CORP		NAMED INSURED American Consulting Inc. dba American Structurepoint, Inc. 7260 Shadeland Station Indianapolis, IN 46256	
POLICY NUMBER PPL10002972302		EFFECTIVE DATE: 1/25/2013 - 1/25/2014	
CARRIER Endurance American Specialty Insurance Company	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Project: P05231-2013-00 Great Falls Water Storage Reconditioning

Pursuant to the request of the above Named Insured, I have attached a Certificate of Insurance for your file. We are not permitted to name a specific project on a Professional Liability certificate, however, I have referenced it above for your convenience.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Lori Burton