

July 25, 2024

Proposal QTB199377

Sylvia Miller City of Dickinson 38 1st Street West Dickinson, ND 58601

 Revised Proposal for Cement Stabilization Mix Design and Field Testing Northern Industries
 1st Ave W, 3rd Ave W, Sims Street, 43rd Street, and 45th Street
 Dickinson, North Dakota

Dear Ms. Miller:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation and field confirmation testing for the referenced project. This is an updated proposal that was previously addressed to Andrew Schrank with Highlands Engineering and Surveying.

Project Information

We understand that Highlands Engineering design and observed the construction of the streets known as the North Industries that was recently annexed by the City of Dickinson. Highlands Engineering performed laboratory and field compaction tests on the soils, and provided plans and photographs of the construction.

American Engineering and Testing prepared a geotechnical evaluation of the area in their report P-0011133 dated April 18, 2022. It included 4 borings to depths of 21 to 31 feet.

Soils were quite variable in the photographs and boring logs provided. We anticipate that 4 trial mix designs will be required to evaluate the range of material properties at the site. We understand that no samples are available for us to perform laboratory tests upon.

We understand that the City of Dickinson desires to place 3 inches of asphalt millings on top of the cement stabilized subgrade.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate the optimum cement concentration to obtain a stabilized sub grade, and provide geotechnical recommendations for the design and construction of the pavement.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears that the site is accessible to a truck drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will select and stake prospective subsurface exploration locations by taking the aerial imagery or site plan provided and overlaying it into our GIS. We will extract the latitude and longitude of boring locations from the program and enter them into our Trimble Catalyst Global Positioning System (GPS) receiver having an estimated horizontal accuracy of +/- 1 foot. If development of the plans and specifications requires exploration locations with a higher degree of accuracy, we request that you have the boring locations staked by a licensed surveyor prior to our mobilization to the site.

We will obtain surface elevations at the boring locations using our Trimble Catalyst GPS receiver and report elevations relative to the WGS 84 datum. We ordinarily provide centimeter-level accuracy for our measurements. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact North Dakota One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

If you, or your authorized representative, cannot locate underground objects or private utilities that are suspected or known to exist, we can retain a private locate company for an additional fee. Fees charged will include 1.15x the subcontractor fee and additional time from our staff to coordinate the work on site. If performed, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities.



Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Traffic Control

Our work will extend into the drive lanes of the streets that have limited shoulders. Based on the reported traffic volumes, protection of our drilling crews requires warning signs that will alert motorists to our work within the roadway. We are not including fees for a subcontractor to provide flagging in our scope of services.

Power Auger Borings

We propose to drill 12 power auger borings for the project. We will advance our augers to 6 feet and then pull them to the surface.

The figure below shows an illustration of our proposed boring locations.

Figure 1. Proposed Boring Locations

Figure provided by Highlands Engineering dated March 13, 2023.

We will collect bag samples from the borings from the auger cuttings for laboratory testing.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others.



If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

Borehole Abandonment

We will backfill our exploration locations immediately after drilling or after final groundwater measurements at each location.

We will backfill the borings with auger cuttings.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform 4 sets of the following laboratory tests.

Test Name	ASTM Test Method	Purpose			
Moisture content	D2216	Soil classification, moisture condition, and engineering properties			
Percent passing #200 sieve	D1140	Soil classification, and evaluate frost susceptibility			
Standard Proctor	D698	Determine maximum dry density and optimum moisture content of sc			
Trial Mix Preparation	D7762	We will prepare 2 samples at each of 3 cement concentrations based on 95 percent relative compaction at the soil's optimum moisture content			
Unconfined compression	D1633	Evaluate unconfined compressive strength of the molded samples a curing for 7 days			

Table 1. Laboratory Tests

To clarify, we will perform a standard Proctor and precent passing test on up to 4 materials, and then use the results of that test to prepare 2 samples for strength testing that are remolded at optimum moisture content and relative compaction of 95 percent at 3 different cement contents (6, 8, and 10 percent for example). These samples will be cured for 7 days, capped with gypsum, broken in an unconfined



compressive strength machine, and the average compressive strength will be reported. We have found that performing cement stabilization at a moisture content less than optimum is detrimental to the performance of the mixture since the cement will not fully hydrate.

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to pavement design and performance based on traffic estimates that Highlands Engineering or the City of Dickinson will provide. We will provide a recommended range of cement content for each material type so that the mixture will obtain the desired strength when compacted to at least 95 percent relative compaction at or above the optimum moisture content.

Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for cement content in the various soil types encountered.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Field Testing

We will provide an experienced technician to observe the cement stabilization process. During cement stabilization, we propose to:

 Perform moisture content testing of the subgrade soil prior to adding cement using a nuclear density gauge set in backscatter mode.



- Document the quantity of cement placement per square foot in a representative area by measuring the thickness of the loose cement power.
- Confirm that particle size of the blended mixture passes a 1 1/2-inch sieve, and 60 percent passes the No. 4 sieve, in accordance with PCA recommendations.
- Perform relative compaction testing of the compacted mixture.
- Cast samples of the soil cement mixture for curing and compressive strength testing by compacting the mixture in a 6-inch-diameter standard Proctor mold using standard effort.
- Test the compressive strength of samples at 7 days after curing and capping with gypsum.

We have estimated that the work will take 5 full days to complete, and we will obtain 2 samples for laboratory testing per day. We have included additional laboratory time for extruding the samples from the field mold, curing, and capping.

Schedule

We anticipate performing our work according to the following schedule. Dates are based on receiving authorization to proceed by August 2, 2024. We will attempt to coordinate this work with other projects being performed for the City of Dickinson.

- Drill rig mobilization we will perform this work in conjunction with the previously awarded work for the City of Dickinson, with is scheduled to start August 9, 2024.
- Field exploration 1 day on site to complete the work.
- Classification and laboratory testing within 3 to 4 weeks after completion of field exploration.
- Report submittal within about 4 weeks of completing the field work.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

We anticipate that the field work will be scheduled during the construction season of 2025, and we will have at least 1 week notice prior to the field work being performed.



Fees

We will furnish the services described in this proposal on a time and materials basis for an estimated fee of \$25,190. Additional requests for meetings, consulting, modifications to the report, or specification preparation will be billed at a rate of \$306 per hour. We are attaching a tabulation showing hourly and/or unit rates associated with our proposed scope of services.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time, or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$400 per hour.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.



We include the Braun Intertec General Conditions for the City of Dickinson, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Carey Yoder at 701.425.4409 (cyoder@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

Carey C. Yoder, PE Project Engineer

Charles (Wes) Dickhut, PE Principal Engineer/ Technical Leader

Attachments: Project Proposal General Conditions for the City of Dickinson

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date





Project Proposal

QTB199377

North Industries Cement Stabilization

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City of Dickinson Sylvia Miller 38 1st St W Dickinson, ND 58601 (701) 456-7744 Work Site Address:

43rd Street, 45th Street, !st Ave, Sims St and 3rd Ave W Dickinson, ND

Construction Materials Testing and Geotechnical Evaluation

Service Description:

	Description		Quantity	Units	Unit Price	Extension	
Phase 1	Soil Cement Evaluation and Recommendations						
Activity 1.1	Soil Borings						
9000	Truck Mounted Drilling Services, per hour		10.00	Each	400.00	\$4,000.00	
1052	Warning signs		1.00	Each	100.00	\$100.00	
205	Site layout and utility clearance		10.00	Hour	200.00	\$2,000.00	
1862	UTIL Trip Charge		1.00	Each	180.00	\$180.00	
371	GIS/CAD Specialist II		2.00	Hour	120.00	\$240.00	
5905	Trimble Catalyst GPS, per day		1.00	Each	250.00	\$250.00	
1863	Per diem		1.00	Each	400.00	\$400.00	
Activity 1.2	Lab						
1152	Moisture content, per sample		4.00	Each	20.00	\$80.00	
1156	Atterberg Limits LL and PL, Single-Point, per sample		4.00	Each	140.00	\$560.00	
1166	Loss by Washing Through #200 Sieve, per sample		4.00	Each	100.00	\$400.00	
1364	Compressive strength of concrete cylinders (ASTM C 39), ea	ach	24.00	Each	40.00	\$960.00	
1318	Moisture Density Relationship (Standard), per sample		4.00	Each	240.00	\$960.00	
111	CMT Technician IV		16.00	Hour	165.00	\$2,640.00	
Activity 1.3	Evaluation/Analysis/Reports					\$3,280.00	
138	Project Assistant		4.00	Hour	120.00	\$480.00	
126	Project Engineer		10.00	Hour	200.00	\$2,000.00	
125	Project Control Specialist		2.00	Hour	150.00	\$300.00	
130	Principal Engineer		2.00	Hour	250.00	\$500.00	
	Phase 1 Total:					\$16,050.00	
Phase 2	Soil Cement Field Testing						
Activity 2.1	Cement Stabilization field testing						
207	Compaction Testing - Nuclear		40.00	Hour	110.00	\$4,400.00	
	Work Activity Detail Q	ty Units	H	rs/Unit	Extension		
	Subgrade 5.	00 Trips	40.00	8.00	40.00	¢4,400,00	
1308	Nuclear moisture-density meter charge, per hour		40.00	Each	35.00	\$1,400.00	
1861			5.00	Each	25.00	\$125.00	
111			5.00	Hour	165.00	\$825.00	
1364	Compressive strength of concrete cylinders (ASTM C 39), ea	ach	20.00	Each	40.00	\$800.00	
Activity 2.2	Project Management, Engineering Review & Oversigh	nt	0.00		400.00	\$1,590.00	
238	Project Assistant		2.00	Hour	120.00	\$240.00	

226

128

Project Manager

Senior Engineer

Page 1 of 2

\$1,100.00

\$9,140.00

\$250.00

220.00

250.00

Phase 2 Total:

5.00 Hour

1.00 Hour



Project Proposal

QTB199377

North Industries Cement Stabilization

Proposal Total: \$25,190.00

General Conditions for the City of Dickinson

Construction Material Testing and Special Inspections



1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality ("Standard of Care"). If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 Reserved.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

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INTERTEC

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

- 5.5 Reserved.
- 5.6 Reserved.



5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation 6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation. Pursuant to the laws of North Dakota, both parties may pursue any legal remedies und North Dakota laws.

6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of completion of Services. If during the one year period following completion of the services it is shown that the Standard of Care has not been met, and you have promptly notified us in writing of such failure, we shall perform, at our cost, such corrective services as may be necessary, within the original scope of the services, to remedy such deficiency.

6.4 Our aggregate liability for all claims, including our defense obligation, is limited to the lesser of those damages actually incurred and paid as a result of our negligence, or \$1,000,000.

6.5 Reserved.

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of North Dakota, without regard to its conflict of law rules. The laws of North Dakota will govern all disputes, and all claims shall be heard in the state or federal courts for North Dakota. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. Only to the extent allowed under North Dakota law, you will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions 8.1 Reserved.

8.2 Reserved.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either, party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

Section 9: Insurance

9.1 Professional Liability Insurance. We shall maintain in full force and effect for a period of three (3) years following completion of the Services under the applicable Proposal, professional liability insurance covering the performance of the Services. Such insurance shall be on a "claims made" basis and in the amount of \$1,000,000 per claim; \$1,000,000 aggregate.

9.2 Workers Compensation Insurance. We shall maintain workers compensation insurance with following limits:

Coverage A: Statutory.

Coverage B: \$1,000,000 Bodily Injury by accident; Each accident \$1,000,000; Bodily Injury by disease Policy limit \$1,000,000; Bodily Injury by disease Each employee.

9.3 General Liability Insurance. We shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in this Agreement). Limits of coverage shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

9.4 Automobile Insurance. We shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than a combined single limit of \$1,000,000 each accident.