WATER ENVIRONMENT SERVICES

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory L. Geist
Director

December 14, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Authorization for the Tri-City Service District to enter into Phase I of an Agreement for Professional Engineering Services between the District's and
MWH AMERICAS, INC.
For the
Tri-City Water Pollution Control Plant Solids Handling Improvements Project

Purpose/Outcomes	This project is the first of a four phase project. Phase I will confirm need, evaluate alternatives and define facilities for expanding the capacity of the solids processing facilities to provide adequate capacity and stable operation at the best value to rate payers.
Dollar Amount and Fiscal Impact	Funding for Phase I of the professional engineering services is available in the FY2015-16 budget and funding will be requested in the FY2016-17 budget. The agreement is for an amount not to exceed $528,862.95 for CCSD No.1 and $310,602.05 for the Tri-City Service District. Total agreement amount not to exceed $839,465.
Funding Source	Clackamas County Service District No.1 and Tri-City Service District FY 2015-16 annual budgets
Safety Impact	None
Duration	Project Duration: Phase 1: November 2015 to June 2016 Estimated Project Completion: June 2019
Previous Board Action	None
Contact Person	Randy Rosane PE, Project Manager – Water Environment Services – 503-742-4573
Contract No.	P112162 & P202162

BACKGROUND:

The Tri-City Water Pollution Control Plant (WPCP) was placed into operation in 1986 with a design capacity based on an average dry weather flow of 8.4-million gallons per day (mgd), a maximum month influent load to the treatment plant of 18,095-lbs/day of BOD and 18,785-

lbs/day of TSS. The liquid capacity of the Tri-City WPCP was expanded in January 2011. The expansion was scheduled to be followed with the expansion and upgrade of the solids handling facilities with startup in 2013. Due to the economic downturn in 2012 the solids expansion was postponed. The solids handling process is now at capacity and is currently operating with no process redundancy. The Tri-City Service District and Clackamas County Service District No. 1 (The Districts) will share the cost 37% Tri-City, 63% Clackamas County Service District No.1. The solids handling improvements project cannot be delayed any longer and the Districts must move forward with design and construction.

On May 4, 2015 the Districts issued a Request for Qualifications soliciting statements of qualifications (SOQ) from interested consultants to provide engineering and consulting services to assist the Districts in developing and implementing a plan for refurbishing and expanding the existing solids handling process facilities at the Tri-City WPCP.

Proposals were received on June 11, 2015 and were reviewed and scored by members of the selection committee that consisted of representatives from both Districts including: West Linn, Oregon City, Happy Valley and WES staff.
After scoring written SOQs, the two highest scoring firms were invited to give an oral presentation. After scoring both the written and oral presentations the selection committee selected MWH Americas, Inc. as the most qualified candidate.
The agreement for services will be negotiated in four phases. Phase I (Conceptual Design) will project current and future flows and loads, define existing facilities capacity and future capacity needs, screen technologies for solids handling facilities and prepare a 15% conceptual design and a planning level cost estimate.
Once this phase is complete, agreements will be negotiated for subsequent phases to include design and construction services.
This agreement has been reviewed and approved by county counsel.

The scope for this agreement was provided to members of the Regional Wastewater Treatment Capacity Advisory Committee ("Regional Committee") and the public works staff of stakeholder cities for their review. WES staff had several meetings with city staff to discuss the scope and receive feedback. The scope was discussed at the December 10th meeting of the Regional Committee, and work products from this agreement will support the further work and deliberations of the Regional Committee in making a recommendation to the BCC for a course of action regarding solids handling.

RECOMMENDATION:

For these reasons, staff recommends:
The Board of County Commissioners, acting as the governing body of the Tri-City Service District, approve Phase I of the agreement between the District and MWH Americas, Inc. for an amount not to exceed $310,602.05

Respectfully submitted,

Greg Geist
Director, WES

AGREEMENT TO FURNISH PROFESSIONAL SERVICES
FOR
CONSULTING SERVICES FOR THE CLACKAMAS COUNTY SERVICE DISTRICT NO.1 AND TRI-CITY SERVICE DISTRICT WASTE WATER POLLUTION CONTROL PLANT SOLIDS HANDLING IMPROVEMENTS PROJECT

THIS AGREEMENT to furnish Consulting Services (this "Agreement"), made and entered into on this _____ day of _____ in the year 2015 by and between CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, TRI-CITY SERVICE DISTRICT county service districts formed under ORS 451 (hereinafter referred to as the "District") and _____ MWH Americas, Inc. a California Corporation(the "Consultant").

RECITALS

WITNESSETH: That whereas the District intends to engage the Consultant to perform the professional services described in the Request for Proposal, the Proposal Response and Exhibit A ("Services"), on the schedule set forth on Exhibit B ("Schedule"), each as attached hereto and incorporated by reference, hereinafter called the "Project."

NOW, THEREFORE, the District and the Consultant for the considerations hereinafter set forth agree as follows:

ARTICLE 1 - SERVICES OF THE CONSULTANT

The Consultant agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, professional services in connection with the Project. The Services to be provided under this Project are described above.

ARTICLE 2 - DISTRICT'S RESPONSIBILITIES

Unless otherwise specifically modified in Exhibit A, the District will:

2.1 Provide adequate information to the Consultant regarding the District's requirements for the Project.

2.2 Assist the Consultant by making available all reasonably available information and technical data pertinent to the Project including previous reports and any other data relative to design and construction of the Project.

2.3 In accordance with applicable District, local, state or federal laws or statutes, ordinances, rules or regulations, provide access upon reasonable notice and make all necessary provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

2.4 Acquire all the necessary land, easements and rights-of-way required for the Project.

2.5 Furnish to the Consultant, prior to the Consultant's preparation of the work product, a copy of any design and construction standards the District shall require the Consultant to follow in the preparation of the work product.

2.6 Obtain approvals and permits from governmental authorities having jurisdiction over the Project, and such approvals and consents from others as may be necessary for completion of the Project (excepting any personal qualifications or certifications required for the Consultant to perform the work contemplated hereunder).

2.7 Give prompt notice to the Consultant whenever the District observes or otherwise becomes aware of any defect or delay in the Project.

ARTICLE 3 – CONSULTANT'S RESPONSIBILITIES

3.1 The Consultant agrees to complete the project tasks described in Exhibit A. If the District has requested significant modifications or changes in the scope of the Project pursuant to Section 3.4, the time of performance of the Consultant's services shall be adjusted accordingly.

3.2 Standards of Performance

3.2.1 The standard of care for all professional and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession.

3.2.2 The Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the District shall not be responsible for discovering deficiencies therein. The Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in District-furnished information.

3.2.3 The Consultant and the District shall comply with applicable Laws or Regulations and District-mandated standards. Any changes to these requirements during the term of this Agreement shall not be the basis for any modifications to the Consultant's scope of services, times of performance, or compensation.

3.3 Quality Assurance

The District will conduct a full review of products produced under this Agreement when first submitted for review and comments. The review may be done by several people. These comments will be provided to the Consultant within a reasonable time. The Consultant shall consider each comment and respond to the District within fifteen (15) days regarding the disposition of the issue. The method of disposition can be any of the following actions: (i) submittal corrected per the comment, (ii) comment was not accepted for the following reason: __, or (iii) comment was resolved in combination with other issues as described. The revised product shall include a response to each comment on a comment form as approved by the District. The District shall have the option to conduct another full review or to spot check the document to see that the documents reflect the changes indicated on the review report. If any comment was ignored, neglected, or the District disagrees with the Consultant regarding their refusal to accept a comment, the District may stop any further review and return the document to

the Consultant marked as incomplete. The Consultant shall correct the documents to the District's satisfaction and then declare the documents complete. If all comments are not resolved to the District's satisfaction in its sole discretion, the District shall declare the documents incomplete and the Consultant agrees to pay any change orders, cost of additional staff time, and all related administrative costs arising out of any inconsistencies, omissions, or errors in the incomplete reports, plans or specifications, including resulting delay and disruption costs. The first full review of any document or submittal will be done by the District at the District's cost. Any subsequent review beyond a spot check will be completed at the Consultant's cost and will be back-charged on an hourly basis at the average billing rate of the Consultant's work under this Agreement.

3.4 Changes

In the normal course of administering the work under this Agreement, the District may give directives to the Consultant, either written or verbal, which may constitute a change to the Scope of Work or Schedule. If an instruction, directive or decision is given that the Consultant believes is a change in scope or schedule, the Consultant shall notify the District within seven (7) calendar days of receiving such directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. Failure to give timely written notice relieves the District from any obligation to adjust the Agreement amount, scope or schedule as an amendment to the Agreement for Services. Proposed amendments described in such notices to the Scope of Work or Schedule, as well as changes to other terms and conditions, shall be processed as provided in Paragraph 6.25 hereof.

3.5 Consultant's Project Manager

The Consultant shall assign the following key personnel to do the work in the capacities and amounts designated below. The following also lists an estimated range of effort the key personnel will spend on the Project based on the Services, Schedule and Compensation amount in this Agreement.

Person/Firm	Position	Level Of Effort Range (Hours)
Steve Hyland/MWH	Project Manager	512-624
Dick Talley	Principal in Charge	20-28
Don Spiegel	QA/QC Advisor	40-48
Dr. Art Umble	Technical Lead	66-80
Dr. John Kabouris	Technical Lead	76-96
Mark Graham	Design Manager	144-176
Josh Papp	Electrical Engineer	135-165

The Consultant shall not change these personnel assignments without the prior written consent of the Project Manager, which consent shall not be unreasonably withheld.

ARTICLE 4 - AUTHORIZATION, SCHEDULES AND COMPLETION

4.1 Specific authorization to proceed with the Services shall be granted in writing by the District within a reasonable time after the execution of this Agreement. The Consultant shall not proceed with the work without such authorization. The District's Project Manager, as defined in Paragraph 4.5, shall have authority to give such authorizations.

4.2 This Agreement shall be effective as of the Consultant's receipt of the written authorization to proceed and shall be completed as set forth in the attached Exhibit B, as amended (the "Schedule").

4.3 As part of the Services, within ten (10) days after receipt of the authorization to proceed, the Consultant shall submit for the District's approval a detailed time schedule for all Services showing how these services will be carried out within the general schedule set forth on Exhibit B. This detailed supplement to the Schedule shall be prepared in a form approved by the District. This Schedule shall include allowance for periods of time required for the District's review and approval of submissions and for approvals of other authorities having jurisdiction over the Project. This Schedule shall be brought up to date and submitted to the District at the end of each month, along with payment requests and the Engineer's written monthly progress reports. If progress lags by two weeks or more, the schedule shall be updated weekly.

4.4 Progress Schedule Submittal

The updates shall indicate the actual start and finish dates of each activity that has been completed prior to the update data date. Actual start dates and the remaining duration shall be posted for each activity that is in progress on the data date. Estimates of percent complete will not be an acceptable substitute for a remaining duration figure. All work remaining to be completed shall be scheduled after the Schedule's progress data date.

4.5 District's Project Manager

The District's Project Manager is authorized to approve work and billings hereunder, approve sub consultants, give notices referred to herein, terminate this Agreement as provided herein and carry out any other District actions referred to herein. The District's Project Manager shall be Randy Rosane, P.E.

ARTICLE 5 - PAYMENTS TO CONSULTANT

In accordance with the terms and conditions of this Agreement, the District shall compensate the Consultant as follows:

5.1 Compensation

5.1.1 The District agrees to pay Consultant an amount not to exceed $839,465 (the "Maximum Amount") for services as billed monthly. Notwithstanding anything else to the contrary herein, no changes in the Maximum Amount shall be made without prior written approval of the District.

5.1.2 The Consultant is entitled to no compensation for the correction or revision of any errors or deficiencies in any designs, drawings, specification or other services.

5.1.3 The District may withhold from payments due the Consultant such sums as are necessary, in the District's sole and absolute discretion, to protect the District against any loss or damage which may result from negligence or unsatisfactory work by the Consultant, the failure of the Consultant to perform as required under this Agreement, or claims filed against the Consultant or the District relating to the Consultant's services or work under this Agreement.

5.2 Billing and Payment Procedure

5.2.1 The Consultant will provide monthly percentage complete invoices to the District for work performed during the preceding month. The invoices will be accompanied by a monthly progress report for each Services Task listed in Exhibit A (Task"), which shall be a narrative of work accomplished, tied to the milestones indicated in the Schedule. For each Task, the progress report will include: budgeted hours, actual hours spent, dollars spent, dollars remaining, percent spent and estimate of percent complete. The Consultant shall maintain detailed records to support these charges and such records shall be available to the District for audit and copying. The District shall pay monthly payments to the Consultant within thirty (30) days of the District's receipt of the Consultant's monthly statement. Interest on unpaid payments due shall accrue at the rate of 1% per month beginning the 60th day after the District's receipt of the Consultant's statement. No interest shall be paid on disputed amounts.

ARTICLE 6 - GENERAL CONDITIONS

6.1 Early Termination of Agreement

6.1.1 The District and the Consultant, by mutual written agreement, may terminate this Agreement at any time.

6.1.2 The District, on thirty (30) days' prior written notice to the Consultant, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.1.3 Either the District or the Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination stating the effective date of the termination.

6.2 Payment on Early Termination

6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the District shall pay the Consultant for work performed in accordance with the Agreement prior to the termination date.

6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the Consultant due to a breach by the District, then the District shall pay the Consultant as provided in Paragraph 6.2.3.

6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the District due to a breach by the Consultant, then the District shall pay the Consultant as provided in Paragraph 6.2.1, subject to set off of excess costs, as provided for in Paragraphs 5.1.3 and 6.3.

6.2.4 In the event of early termination, all of the Consultant's work product will become and remain property of the District.

6.3 Remedies

6.3.1 In the event of termination under Paragraph 6.1.3 by the District due to a breach by the Consultant, then the District may complete the work either itself, or by agreement with another Consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 5.1.1 hereof then the Consultant shall pay to the District the amount of the excess.

6.3.2 The remedies provided to the District under Paragraph 6.1, Paragraph 6.2, and Paragraph 6.3 hereof, for a breach by the Consultant shall not be exclusive. The District also shall be entitled to any other equitable and legal remedies that may be available.

6.3.3 In the event of breach of this Agreement by the District, then the Consultant's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraphs 6.1 and 6.2 hereof.

6.4 Indemnification and Insurance

6.4.1 The Consultant agrees to indemnify, hold harmless and defend the District, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Consultant or the Consultant's employees or agents.

6.4.2 The Consultant agrees to furnish the District evidence of commercial general liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence / $2,000,000 general annual aggregate for personal injury and property damage for the protection of the District, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this Agreement. The District, at its option, may require a complete copy of the above policy.

6.4.3 If the Consultant has the assistance of other persons in the performance of this contract, and the Consultant is a subject employer, the Consultant agrees to qualify and remain qualified for the term of this Agreement as an insured employer under ORS 656. The Consultant shall maintain employer's liability insurance with limits of $100,000 each | accident, $100,000 disease each employee, and $500,000 each policy limit.

6.4.4 If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of thirty-six (36) months or the maximum time period the Consultant's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement.

6.4.5 The Consultant agrees to furnish the District evidence of business automobile liability insurance in the amount of not less than $1,000,000 combined single limit for bodily injury and property damage for the protection of the District, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Agreement. The District, at its option, may require a complete copy of the above policy.

6.4.6 If the services to be provided pursuant to the Proposal Response are professional and/or consultative, the Consultant shall furnish the District evidence of professional liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence/$2,000,000 general annual aggregate for personal injury and property damage and malpractice or error and omission coverage for the protection of the District, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the

performance of the Consultant or the Consultant's agents or employees under this Agreement. The District, at its option, may require a complete copy of the above policy.

6.4.7 The insurance, other than the Professional Liability and Workers' Compensation insurance, shall include the District as a scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the District as a scheduled insured. Such insurance shall provide thirty (30) days written notice to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the District under this insurance. This policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

6.4.8 The Consultant shall require that all of its subconsultants of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Consultant under this Agreement, unless this requirement is expressly modified or waived by the District in writing.

6.5 Oregon Law and Forum

6.5.1 This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

6.5.2 Any litigation between the District and the Consultant arising under this Agreement or | out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

6.6 Workers' Compensation Coverage Requirements

The Consultant is an independent contractor for purposes of the Oregon Workers' Compensation Law, as set forth in ORS Chapter 656 ("Workers' Comp Law") and is solely liable for any Workers' Compensation coverage under this Agreement. If the Consultant hires sub consultants for the performance of this Agreement, the Consultant agrees to require that the sub consultant(s) shall comply with ORS Chapter 656. The signing of this Agreement shall constitute the declaration of independent contractor status by the Consultant.

6.6.1 The Consultant will be solely responsible for payment of any local, state or federal taxes required as a result of this Agreement.

6.6.2 This Agreement is not intended to entitle the Consultant to any benefits generally granted to the District, officers, commissioners, agents or employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this Agreement to the Consultant are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime pay, Social Security, workers' compensation, unemployment compensation, or retirement benefits (except so far as benefits are required by law if the Consultant is presently a member of the Public

Employees Retirement System).

6.7 Subcontracts

The Consultant shall not subcontract its work under this Agreement, in whole or in part, without the prior written approval of the District. The Consultant shall require subconsultant to agree, as to the portion subcontracted, to fulfill all obligations of the Consultant as specified in this Agreement. Notwithstanding District approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the District shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements of the Workers' Comp Law.

6.8 Assignment

The Consultant shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the District which may be granted or withheld in its sole and absolute discretion. The District may assign this Agreement at any time and shall provide the Consultant with notice of such assignment within thirty (30) days of such assignment.

6.9 Notice

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing with such notice deemed delivered either upon actual receipt or three (3) days after deposit in U.S. Mail, whichever shall first occur:

If to the District:
Clackamas County Service District No. 1 and
Tri-City Service District
c/o Water Environment Services
150 Beavercreek Road
Oregon City, Oregon 97045
ATTN: Randy Rosane, PE

Copy to:
County Counsel
c/o Water Environment Services
150 Beavercreek Road
Oregon City, Oregon 97045
ATTN: Amanda Keller

If to the Consultant:
MWH AMERICAS, Inc.
806 SW Broadway, Suite 200
Portland, Oregon 97205
ATTN: Richard Talley, PE, PMP

6.10 Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

6.11 Integration

This Agreement contains the entire agreement between the District and the Consultant and supersedes all prior written or oral discussions or agreements.

6.12 Funds

The District certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Years 2014-2015. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the District, during the budget processes. If the District Board does not appropriate funds for subsequent fiscal years for the balance of this Agreement, the District may immediately terminate this Agreement by giving written notice of termination to the Consultant. The Consultant shall not be entitled to compensation for any work performed after the date of such written termination notice. The District shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an "Early Termination" as such term is used in Paragraph 6.1.

6.13 Estimates of Cost

The estimates of cost for a Project provided for herein are to be prepared by the Consultant through exercise of experience and judgment in applying currently available cost data. It is recognized that the Consultant has no control over cost of labor and materials, or over competitive bidding procedures and market conditions, so the Consultant cannot warrant that Project construction costs will not vary from cost estimates. However, the Consultant will keep the District appraised of changes throughout the Project that significantly impact the estimated construction costs provided.

6.14 Ownership of Documents

6.14.1 All work the Consultant performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the Consultant produces in connection with this Agreement. On completion or termination of the Agreement the Consultant shall promptly deliver these materials to the Project Manager.

6.14.2 The Consultant may retain for its own records and at its own cost copies of the materials referred to in subsection (a) of this section.

6.14.3 Any use the District makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the District's risk.

6.14.4 The District shall not reuse the sealed plans and specifications for construction of any subsequent projects without the Consultant's knowledge and approval.

6.15 Commencement of Work

The Consultant agrees that work being done pursuant to this Agreement will not be commenced until after:

6.15.1 All Insurance is obtained, as specified in Paragraph 6.4 and 6.6.

6.15.2 This Agreement is fully executed by all parties and approved by the Board of County Commissioners and/or Director when applicable.

6.15.3 The receipt of a written authorization to proceed from the Project Manager.

6.16 Release of Information

No information relative to the Project shall be released by the Consultant for publication, advertising, communication with the media, or for any other purpose, without prior written approval of the District.

6.17 Maintenance of Records

The Consultant shall maintain books and accounts of payroll costs, travel, subsistence, field contracted services of others and reimbursable expenses pertaining to each Project in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The District or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Consultant regarding its billings or any record arising from or related to this Agreement. Records shall be maintained and available until three (3) years after the date of final Project billing or until three (3) years after the date of resolution of any litigation or claim.

6.18 Audit of Payments

6.18.1 The District, either directly or through a designated representative, may audit the records of the Consultant at any time during the three (3) year period established by Paragraph 6.17.

6.18.2 If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall immediately repay the amount of the excess to the District.

6.19 Public Contracting Law

Pursuant to the requirements of ORS Chapters 279A and 279C, the following terms and conditions are made a part of this Agreement:

6.19.1 The Consultant agrees that he or she shall:

a. Make payments promptly, as due, to all persons supplying to the Consultant labor or materials for the performance of work contemplated by this Agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.

c. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167 or its successor statutes.

d. Not permit any lien or claim to be filed or prosecuted against the State of Oregon, Clackamas County, the District, any municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

6.19.2 If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Consultant by any person in connection with this Agreement, as such claim becomes due, the proper office representing District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Consultant by reason of this Agreement. Further, the Consultant or any first-tier subconsultant under this Agreement fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Consultant by any person in connection with this Agreement within thirty (30) days after receipt of payment from District or the Consultant, as applicable, then such person shall owe the unpaid person the amount due plus interest charges commencing at the end of the ten (10) day period under ORS 279C.580(4) and ending upon final payment unless subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be as set forth in ORS 279C.515(2).

6.19.3 No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100(5) or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday, as specified in ORS 279C.

6.19.4 If this Agreement is for personal services as defined in ORS 279C or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

6.19.5 The Consultant shall promptly, as due, make payment to any person, partnership, association, corporation, or other entity furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Consultant, of all sums which the Consultant agrees to pay for such services and all moneys and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

6.19.6 The Consultant and all employers working under this Agreement are subject employers under ORS 656.017.

6.19.7 The Consultant shall demonstrate that an employee drug testing program is in place before commencing work on the Project.

6.20 Equal Employment Opportunity

During the performance of this Agreement, the Consultant agrees as follows:

6.20.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap or a national origin. The Consultant agrees that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity Clause.

6.20.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap or national origin.

6.20.3 The Consultant will send to each labor union or representative of workers with which Consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Consultant's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.21 Tax Laws

6.21.1 The Consultant represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

b. Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;

c. Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and

d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

6.21.2 Consultant must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Consultant's warranty in this Agreement that Consultant has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle District to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

a. Termination of this Agreement, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Consultant, in an amount equal to District's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District shall be entitled to recover any and all damages suffered as the result of District's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

6.22 Survival

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason.

6.23 Headings

The headings used in this Agreement are for general reference only and are not part of the Agreement language. This Agreement should be construed without giving any meaning to any headings included herein.

6.24 Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement or any related agreement shall be settled by arbitration in accordance with the following provisions:

6.24.1 Disputes Covered. The parties agree to arbitrate all disputes of every kind relating to or arising out of this Agreement. Disputes include actions for breach of contract with respect to this Agreement, as well as any claim based upon tort or any other causes of action relating to the Agreement or the Project, such as claims based upon an allegation of fraud or misrepresentation and claims based upon a federal or state statute. In addition, the arbitrators selected according to procedures set forth below shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the parties.

6.24.2 Forum. The forum for the arbitration shall be Clackamas County, Oregon.

6.24.3 Law. The governing law for the arbitration shall be the law of the State of Oregon, without reference to its conflicts of laws provisions.

6.24.4 Selection. There shall be three arbitrators, unless the parties are able to agree on a single arbitrator. In the absence of such agreement within ten (10) days after the initiation of an arbitration proceeding, the District shall select one arbitrator and the Consultant shall select one arbitrator, and those two arbitrators shall then select, within ten (10) days, a third arbitrator. If those two arbitrators are unable to select a third arbitrator within such ten (10)-day period, a third arbitrator shall be appointed by the commercial panel of the American Arbitration Association. The decision in writing of at least two of the three arbitrators shall be final and binding upon the parties.

6.24.5 Administration. The arbitration shall be administered by the American Arbitration Association.

6.24.6 Rules. The rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the parties may agree upon at the time, except that each party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts. If there is any conflict between those Rules and the provisions of this section, the provisions of this section shall prevail.

6.24.7 Substantive Law. The arbitrators shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms. The arbitrators shall make a good faith effort to apply substantive applicable law, but an arbitration decision shall not be subject to review because of errors of law. The arbitrators shall be bound to honor claims of privilege or work-product doctrine recognized at law, but the arbitrators shall have the discretion to determine whether any such claim of privilege or work product doctrine applies.

6.24.8 Decision. The arbitrators' decision shall provide a reasoned basis for the resolution of each dispute and for any award. The arbitrators shall not have power to award damages in connection with any dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential or punitive damages.

6.24.9 Expenses. Each party shall bear its own fees and expenses with respect to the arbitration and any proceeding related thereto and the parties shall share equally the fees and expenses of the American Arbitration Association and the arbitrators.

6.24.10 Remedies; Award. The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the State of Oregon. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.

6.25 Amendments

The District and the Consultant may amend this Agreement at any time only by written amendment executed by the District and the Consultant. Any amendment that increases the amount of compensation payable to the Consultant in excess of the amounts authorized in prior Board approvals shall be subject to approval by the Board of County Commissioners, acting as the governing body of the District. The Director or person designated in the Board order approving or amending this Agreement may execute amendments to the Agreement to increase compensation within the limits of the authority established by the District's Contract Review Board Rules and within the limits authorized by prior Board approvals. The Project Manager may agree to and execute any other amendment on behalf of the District.

6.26 Waiver

The District and the Consultant shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even

though the other breach be of the same nature as that waived.

6.26 Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

NWH Americas
806 SW Broadway Ste 200
Portland OR 97205

COMPANY
ADDRESS

Duck Talley

Authorized Signature
Richard Talley/ Oregon Area Manager

Name / Title (Printed)

November 24, 2015

Date

503-220-5423

Telephone Number / Fax Number
95-1878805

Federal Tax ID Number

192933

Oregon Business Registry Number
C Corporation / California

Entity Type / State of Formation

Board of County Commissioners Acting as Governing Body for Clackamas County Service District No.1 and Tri-City Service District

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

Chair

TRI-CITY SERVICE DISTRICT

Chair

Recording Secretary

Date

APPROVED AS TO FORM

County Counsel

EXHIBIT A

SCOPE OF SERVICES
PHASE 1
Conceptual Design of the
Tri-City WPCP Solids Handling Improvements Project
No: P112162 / P202162

GENERAL

Clackamas County Service District No. 1 and the Tri-City Service District have identified the need for engineering and consulting services to assist with the planning and engineering for expanding and refurbishing the solids handling processes at the Tri-City Water Pollution Control Plant (TCWPCP).

The expansion and refurbishments that will be considered include new sludge stabilization and dewatering facilities, electrical upgrades, sludge blend tank, liquid sludge storage; cake storage and loadout facility. Biogas utilization, sidestream storage/treatment and septage receiving will be evaluated.

Phase 1 will consist of the Conceptual Design to define project components (15% complete) and shall include the following tasks:

Task 1	–	Project Management
Task 2	–	Population Forecast
Task 3	–	Project Future Flows and Loads
Task 4	–	Define Existing Facilities Capacity and Future Capacity Needs
Task 5	–	Screen Technologies for Solids Handling Facilities
Task 6	–	Identify Additional Digestion Feedstock
Task 7	–	Inventory Available Septage Volume
Task 8	–	Evaluate Alternative Biogas Utilization Technologies (optional task)
Task 9	–	Evaluate Alternative Side Stream Treatment Technologies (optional task)
Task 10	–	Prepare Conceptual Design (15% Complete)
Task 11	–	Groundwater Monitoring Program

Task 12 – Public Meetings

Task 13 - Quality Assurance/Quality Control

ASSUMPTIONS:

1. For purposes of the scope of work, it is assumed that Clackamas County Service District 1 and Tri City Service District will remain in partnership.
2. All capital cost estimates will be in 2016 dollars.
3. O&M costs will be projected for a 20-year period.
4. Inflation rates, utility and labor rates and hauling costs will be provided by WES.
5. Flow and load data for influent wastewater, septage, and return streams from 2010 to present will be provided by WES.
6. All deliverables in PDF and MS Word and MS Excel format, unless noted otherwise.
7. Drawings will be created in Microstation.
8. Review materials will be provided to the District no later than 5 work days prior to review meetings.
9. Meeting summaries will be delivered within a week of the meeting.

SCOPE OF WORK

Task 1 – Project Management

The objective of this task is to:

- Provide administrative and financial management activities associated with performing and completing the work for this project.
- Provide and maintain clear communication with the District to produce deliverables on schedule and within budget.

1.1 Develop Project Management Plan

Consultant shall prepare a Project Management Plan (PMP). The PMP shall describe Consultant's method to control cost, scope, and schedule and establish lines of communication and team member roles. The draft Project Management Plan shall be submitted for District

comments no later than 14 calendar days following Notice to Proceed. A final Project Management Plan shall address District comments and be submitted to the District no later than 7 calendar days following receipt of comments.

1.2 Prepare Invoices and Scope Management

Invoices shall be submitted on a monthly basis. Each monthly invoice shall be accompanied by a monthly progress report. Progress report shall contain a narrative of work accomplished. For each task the progress report will include:

- Budgeted and actual hours spent
- Budgeted and actual dollars spent
- Percent dollars spent and estimated percent complete
- Estimated hours and dollars to complete
- Updated schedule reflecting estimated completion dates

1.3 Prepare and Maintain Decision Log

Consultant shall document key project decisions in a decision log. For each decision, log will include date and reference to documentation such as meeting summary, email, or conversation log. Decision log will be maintained on the project website and updates provided with project submittals.

1.4 Create and Maintain Project Website

Consultant shall create and maintain a project website with access provided to WES staff. The website shall include meeting materials and summaries, decision log, budget status and current schedule, and project deliverables.

Task 1 Deliverables: *Monthly invoices and companion progress reports in pdf format. Decision log, project website.*

Task 2 – Population Forecast

Consultant shall:

- Develop a range for population and employment forecasts for the two Districts for the next 20 years in 5-year increments beginning in 2015.
- Document the results in a report understandable to a non-technical audience.

Detailed scope is included in Appendix A.

Task 2 Deliverables: *Draft and final Technical Memorandum 2: Population Forecast*

Task 3 – Project Future Flows and Loads

The capacity required to meet future service needs will be based on projected residential population growth and projected industrial and commercial growth in the service areas (as determined in Task 2). Population growth will be used to determine the future capacity requirements for treatment.

Consultant shall determine the future influent flows and loads for the next 20 years in 5-year increments beginning in 2015 based on the population growth projections.

Consultant shall identify future influent flows and loads by city/service district.

Consultant shall determine the primary sludge and TWAS production for the next 20 years in 5-year increments beginning in 2015 using the calibrated BIOWIN model developed in Task 4. Sludge production shall be broken down by service district.

Assumptions:

1. The influent loads will be provided by WES.
2. WES will provide solids loading from Kellogg Creek WPCP.

Task 3 Deliverables: *Draft and Final Technical Memorandum 3: Projected Flows and Loads*

Task 4 – Define Existing Facilities Capacity and Future Capacity Needs

The purpose of this task is to determine the capacities of the existing liquid treatment and solids handling facilities at the Tri-City WPCP and compare existing capacities with projected flows and loads, then define additional capacity needs and triggers for adding required capacity.

Consultant shall:

- Utilize the existing plant-wide steady state process model (BIOWIN) to conduct a model run with a flow and loading scenario that is representative of existing plant conditions. The outcomes of this model run will be compared to the results of the existing Excel based process model conducted by Richwine Environmental for the same flow and loading scenario.

- Determine the effective capacity of the existing biological liquid treatment and solids handling unit processes based on current operation and define and include redundancy requirements.

- Define the return flow and loads from dewatering solids from Kellogg Creek WPCP at the Tri-City WPCP and the corresponding impact on the Tri-City WPCP biological treatment capacity.

- Compare projected flows and loads to existing unit process capacities and identify additional capacity needs identified. Capacity needs shall include redundancy requirements.

- Allocate additional capacity needs to cities/service districts.

- Define triggers for unit process capacity expansion and estimate schedule for expansion.

Assumptions:

1. Unit process capacities shall be based on historical performance data furnished by the District and standard industry practice.

2. Redundancy requirements shall be per EPA standards.

3. Original Plant Design Capacity will be based on 1986 CH2M HILL Record Drawings, 2002 Brown & Caldwell Dewatering and Thickening Improvement Drawings, 2012 CH2M HILL Backup Centrifuge Dewatering Drawings, and 2013 Brown & Caldwell Digester Heating and Feed System Improvement Drawings.

4. Capacity requirements for dewatering Kellogg Creek WPCP liquid biosolids shall be based on liquid sludge volumes and characteristics as defined in the 2013 Master Plan Update.

5. Septage characteristics will be assumed to be consistent with available data.

Task 4 Deliverables: *Biowin data and modeling files. Draft and Final Technical Memorandum 4: Existing Facilities Capacities and Future Capacity Needs.*

Task 5 – Screen Technologies for Solids Handling Facilities

The purpose of this task is to screen potential technologies for the solids handling facilities and reach consensus on viable solids handling technologies to be advanced for unit process alternatives evaluation. The selected stabilization technology must provide for future Class A biosolids production.

5.1 Identify and Define Potential Solids Handling Technologies

Consultant shall identify and describe potential solids handling technologies. Each potential technology will be summarized in 2 to 3-page general description including basis of process, advantages, disadvantages, and industry experience.

Solids stabilization technologies to be evaluated shall include the following:

- Anaerobic Digestion
- Aerobic Digestion
- Autothermal Thermophilic Aerobic Digestion
- Cannibal
- Composting
- Alkaline Stabilization
- Drying
- Incineration
- Omniprocessor

Solids dewatering technologies to be evaluated shall include the following:

- Centrifuges
- Screw Presses
- Belt Filter Presses
- Hydraulic Piston Presses

Biogas utilization alternatives to be evaluated shall include the following:

- Hot Water Boilers and Flare
- Beneficial Use

Side stream management alternatives to be evaluated shall include the following:

- No management
- Flow equalization
- Side stream treatment

Screening shall be conducted with a qualitative assessment that addresses proven performance history, process reliability, applicability to the site/process conditions/client, ease of operation

Consultant shall summarize the evaluation in a draft technical memorandum for submittal to the WES staff for review in preparation for a technology screening workshop.

5.2 Technology Screening Workshop

The Consultant shall conduct a one-day workshop with WES staff to review potential solids handling improvements and discuss the array and inter-relationships of potential solids handling options. The basis of evaluation and the draft results of the screening will be presented for review. The objective is to reach consensus for the appropriate solids handling technologies that are advanced for unit process evaluation.

The workshop shall be supplemented with a technical committee consisting of wastewater treatment specialists from up to three engineering consultants, a neighboring facility's representative and member cities' technical staff. Workshop participants will review the evaluation of each potential solids handling technologies and the screening of those solids handling technologies that were deemed not suitable for the Tri-City Solids Handling Improvement Project.

Technologies that are to be evaluated for each unit process will be initially screened to no more than three viable alternatives (with associated sub-options where applicable).

The intent of this workshop is to confirm or refine the screening of potential solids handling alternatives through a consensus effort by WES staff, technical committee, and Consultant. The expected outcome of the workshop is selection of technology for the Solids Handling Facilities and direction for evaluation of unit process alternatives.

Consultant shall format this workshop to conform with Oregon Department of Environmental Quality requirements and recommendations for State Revolving Loan Funding.

Consultant attendees shall include Project Manager, Design Manager, TAC Lead and Process Technical Leads.

Assumption:

- Technical committee members will be contracted through WES.

Task 5 Deliverables: Draft and Final Technical Memorandum 5: Identify and Screen Solids Handling Technologies; Technology Screening Workshop meeting materials and meeting summary.

Task 6 – Identify Additional Digestion Feedstock

The objective of this task is to develop an inventory of the amount, type, and availability of various alternative feedstocks for anaerobic digestion such as brown grease, high strength wastes (HSW) and private septage for purposes of revenue enhancement at the TCWPCP.

Consultant shall review previous brown grease studies conducted by others including but not limited to Energy Trust of Oregon, Clean Water Services, Portland Bureau of Environmental Services, City of Gresham and Clackamas County and summarize the findings. Estimate the available volume of brown grease in the metropolitan Portland area. Assuming brown grease characteristics consistent with previous studies, estimate potential biogas production from the brown grease.

Working with WES staff, Consultant shall contact up to ten High Strength Waste (HSW) generators within Clackamas County. Estimate quantity of available waste and compatibility with anaerobic digestion. Note special considerations such as seasonality. Summarize physical and chemical characterization of HSW sources as provided by WES. Estimate potential biogas production from the HSW. Characterization will include:

- Biological Oxygen Demand (BOD, soluble BOD)
- Chemical Oxygen Demand (COD, soluble COD)
- Volatile Fatty Acids
- Solids Analysis (TS, TSS, and VSS)
- Physical properties (Specific Gravity, Viscosity, pH, water content)
- Fats, Oils and Grease (FOG)
- Metals

Assumption:

- HSW sampling and analysis will be performed by WES

Task 6 Deliverables: *Draft and Final Technical Memoranda 6: Availability of and Characterization of Additional Digestion Feedstocks*

Task 7: Inventory Available Septage Volume

Consultant shall identify potential septage volumes (greater than 10,000 gpd) that may be available within Clackamas County, existing regional septage receiving facilities and tipping fees.

Consultant shall summarize the predicted quantities (gallons per day) and typical characteristics (COD, DS content, VS/DS, TKN, H2S) of septage that are expected to be received at the Tri-City WPCP upon start up and in 2035.

Task 7 Deliverables: *Draft and Final Technical Memoranda 7: Available Septage Volume.*

Task 8: Evaluate Alternative Biogas Utilization Technologies (optional task):

If the facilities alternatives evaluation performed in Task 5 results in a recommendation for biogas utilization, Consultant shall prepare an analysis of two biogas utilization technologies. Consultant shall integrate the findings of Task 6 into the analysis:

- Combined Heat and Power (cogeneration)
- Conversion to Compressed Natural Gas (CNG)
    - Vehicle Fuel
    - Pipeline Quality

The evaluation shall include a comparison of life cycle costs, a non-financial analysis and an overview of potential funding.

Task 8 Deliverables: *Draft and final Technical Memorandum 8: Alternative Biogas Utilization Technologies.*

Task 9: Evaluate Alternative Side Stream Treatment Technologies (optional task):

If the facilities alternatives evaluation performed in Task 5 results in a recommendation for treatment of the return stream from the dewatering process, Consultant shall prepare an analysis of up to four side stream treatment technologies:

- IDI Cleargreen™
- Annamox™
- Demon™
- AnitaMox™

The evaluation shall include a comparison of life cycle costs and a non-financial analysis.

Task 9 Deliverables: *Draft and final Technical Memorandum 9: Alternative Side Stream Treatment Technologies.*

Task 10 – Prepare Conceptual Design (15% complete)

The objective of this task is to advance the design to a conceptual level design and document the findings in a report.

Task 10.1 Develop Conceptual Solids Handling Improvements

Consultant shall advance the design of the preferred solids handling technologies selected in previous tasks, providing a financial and non-financial analysis for unit process alternatives,

summarize major equipment and site and ancillary system impacts. The work shall include development of the following processes:

- Raw sludge and feedstock monitoring, pretreatment, equalization, blending, and feeding
- Existing digester modifications
- Sludge stabilization
- WAS thickening
- Dewatered sludge conveyance, storage, and truck loading
- Odor control
- Electrical service
- Sitework
- Instrumentation and Control
- Utilities

Consultant's Level of Effort assumes the following facilities:

- Blend tanks for WPCP sludges, septage, and potential feedstocks
- Mesophilic digesters convertible to thermophilic digesters
- Sludge dewatering with centrifuges
- Dewatered sludge conveyance, storage, and loading
- Biogas Utilization with Cogeneration (optional)
- Septage Receiving
- Side stream treatment (optional)

Consultant shall prepare a life cycle cost analysis for alternatives for the following unit processes:

- Anaerobic digesters: Alternatives to include hydrolysis and up to three configurations including recuperative thickening)
- Sludge dewatering with centrifuges: Alternatives to include two centrifuge sizes.

Task 10.2 Biogas Utilization (optional)

For the technology selected in Task 8, Consultant shall provide a technical description, design criteria, and configuration for the processes.

10.2.1 Supplemental Digester Feedstock

- Traffic routing
- Pretreatment (debris removal)
- Storage and mixing
- Digester Feeding

10.2.2 Biogas Storage

Consultant shall prepare an analysis of required biogas storage volume and technology for cogeneration.

10.2.3 Biogas Cleaning

Consultant shall review existing digester gas quality (H2S, sulfur compounds, siloxanes, VOC) provided by WES and develop design criteria and configuration for a digester gas cleaning system that would be suitable for biogas utilization. The digester gas cleaning system would consist of the removal of hydrogen sulfide (H2S), water, and siloxane.

10.2.4 Hot Water System

Consultant shall develop design criteria and schematics for a hot water supply and return system associated with the CHP system. Consultant shall integrate the existing hot water systems at the plant into the design.

10.2.5 Combined Heat and Power (CHP) System

Consultant shall develop the design criteria and configuration for a CHP system that would utilize digester gas to produce hot water and electrical energy. Consultant will work with WES staff to determine the type of technology and quantity and size of units.

Task 10.3 Side Stream Treatment (optional)

Consultant shall develop the design criteria and configurations for sidesteam treatment of sludge dewatering centrate. Consultant shall work with WES staff to determine configuration of treatment basins and equipment, including odor control

Task 10.4 Septage

Consultant shall work with WES to evaluate receiving septage into the liquid stream upstream of the headworks or into digesters. The evaluation shall include location of receiving station, truck route, pretreatment, thickening, and odor control.

Task 10.5 Prepare Draft and Final Conceptual Design Report

Consultant shall prepare a Conceptual Design Report that summarizes selected solids handling improvements, the design concepts and criteria, process configurations, and major equipment selection. The report shall include the following:

Description. Prepare report that summarizes the work conducted for each task in a narrative format that provides the basis of development, evaluation, and selection of the recommended solids handling improvements. The report will be supplemented with work products outlined below and include a high-level executive summary.

Preliminary Design Criteria. Summary of process flows, loads, and process equipment performance criteria will be prepared.

Process Flow Schematics. Prepare process flow schematics for each solids handling unit process.

Major Equipment Selection and Arrangement. Prepare general site layouts and conceptual arrangement drawings extracted from a 3-D model of the selected solids handling improvements.

Construction Access and Staging. Develop requirements and project limits for on-site construction activities.

Sequence of Construction. Develop preliminary sequence of construction to define project constraints to minimize the disruption to existing operations and maintenance during construction of the solids handling improvements.

Operations and Maintenance Cost. Estimate of annual costs associated with labor, equipment, chemicals, consumables, power and heat for unit processes where alternatives are evaluated.

Life Cycle Costs. Estimate of combined capital costs and O&M costs assessed over a 20 year period for unit processes where alternatives are evaluated.

Permit and Land Use Considerations. Review of current land use documents, permits and authorizations as well as identifying other potential permits and authorizations that will be required will be summarized.

Non-economic Assessment. Summary of anticipated staffing needs, solids handling consequences, and a project implementation schedule will be developed.

Task 10.6 Prepare Construction Cost Estimate

Consultant shall prepare an opinion of probable construction cost (OPCC – Class 5) at completion of conceptual design. Estimated construction costs will be prepared in accordance with AACE recommended practices.

Task 10.7 Conceptual Design Workshop

The Consultant shall conduct a one-day workshop with WES staff to review the draft Conceptual Design Report. The objective is to reach consensus for the unit processes to move forward to preliminary design.

The workshop shall be supplemented with a technical committee consisting of wastewater treatment specialists from up to three engineering consultants, a neighboring facility's representative and member cities' technical staff who will review and comment on the draft Conceptual Design Report.

The intent of this workshop is to confirm or refine the conceptual design through a consensus effort by WES staff, technical committee, and Consultant. The expected outcome of the workshop is finalization of the unit processes and related systems that comprise the solids handling facilities.

Comment logs shall be maintained that document review comments from reviewers and documentation of the action taken to address each comment. District comments shall be addressed in the final Conceptual Design Report.

Consultant attendees shall include Project Manager, Design Manager, and Process Technical Leads.

Assumption:

- Technical committee members will be contracted through WES.

Task 10 Deliverables: *Draft and final Conceptual Design Report in MS WORD and MS EXCEL format and drawings in PDF format. Cost estimate. Workshop Materials and Meeting Summary*

Task 11 – Groundwater Monitoring Program

Consultant shall develop and implement a groundwater monitoring program to measure and record groundwater elevations within one month after Notice to Proceed is issued. The objective is to capture the anticipated seasonal variations in groundwater elevations for construction.

Assumption:

- Consultant shall install no more than three groundwater monitoring wells, finished with piezometers and will conduct systematic and routinely monitor the water levels in the wells through Spring of 2017.

Task 11 Deliverables: *Draft and final well monitoring plan and routine monitoring results.*

Task 12 – Public Meetings

The objective of this task is to provide effective coordination and communication with external stakeholders.

Consultant shall prepare materials for and attend up to three (3) meetings of external stakeholder committees to present, with WES staff, the conceptual and preliminary planning process, technical deliverables, and decision making at timely intervals.

Consultant attendees shall include Project Manager, Design Manager and no more than one additional technical specialist.

Task 13. Quality Assurance and Quality Control

Consultant shall provide for quality assurance and control services by respective senior level technical discipline leads for all produced-documents prior to delivery.

Senior members of Consultant staff with task or discipline appropriate experience shall provide quality control reviews of all technical memorandums, work products and deliverables prior to submittal to the District. Reviews shall be for technical content, accuracy and appropriateness, and fulfillment of the desired objectives. The reviews will vary in level of complexity, level of effort and timing with respect to draft and final documents. The reviews shall consist of self-review checklists for the primary author of the documents and a content checklist prepared by each reviewer. Comment logs shall be maintained for each submittal that document review comments from the QC reviewer and documentation of the action taken to address each comment.

APPENDIX A

EcoNorthwest Scope of Services

ECONorthwest

DATE: 20 November 2015
TO: Dick Talley
FROM: Carl Batten
SUBJECT: WES: POPULATION FORECASTS
REVISED SCOPE OF WORK: EXHIBIT TO CONTRACT

Attached to this memorandum is another draft of a Scope of Work that could become an Exhibit to a subcontract between MWH and ECO.

Exhibit X
Scope of Work

This scope of work describes the tasks, products, schedule, and budget that apply to ECONorthwest (ECO) as it creates population forecasts for Water Environment Services (WES) of Clackamas County and its consulting engineers. It has three sections:

- **Project understanding**: what WES wants from the research.
- **Approach**: overview of methods and products.
- **Work plan:** the chronological steps to create those products.

I. Project Understanding

The Clackamas County Board of County Commissioners act as the governing Board of Directors for wastewater districts in the County. They set policy for those districts and that policy is carried out by Clackamas County Water Environment Services.

The two largest wastewater collection and treatment districts in the County are:

- Tri-City Service District, serving Gladstone, Oregon City, and West Linn. These cities provide their own collection systems and the service district provides transmission, treatment, and disposal.
- Clackamas County Service District #1 (CCSD1), providing wastewater collection for the unincorporated areas of Clackamas County, the City of Happy Valley, the western edges of Damascus, and communities of Hoodland, Boring, and Fischer's Forest Park. In addition, the district provides wastewater treatment services to the City of Milwaukie, parts of Gladstone and Johnson City under wholesale contract agreements. The district also provides surface water management services with the City of Happy Valley and in unincorporated Clackamas County.

In addition to operating collection and treatment facilities, WES must plan for and eventually construct new or expanded facilities to serve growth in demand. Growth in demand related to changes in water use per capita is insignificant: per capita use is relatively stable and may have actually fallen with efforts at water conservation. Rather, growth in demand will come almost exclusively from the fact that there will be more households (population) and businesses (employment) in the WES boundaries.

Thus, WES wants to have good information about potential future population and employment within its largest wastewater districts. That information will allow it to better: (1) estimate and plan for expansions of capital facilities, and (2) make and explain its decisions about how to allocate the costs of facilities common to several districts among those districts.

II. Approach

Products

- ECO will assist with obtaining information about current and potential future industrial loads
- ECO will provide model results at the TAZ level to MWH and CH2M-Hill as soon as they are finalized.
- ECO will deliver a report describing population and employment forecasts for the service districts over the next 20 years in five-year increments, the methods used to produce those forecasts, and the assumptions underlying them.
- ECO will deliver GIS data files that map 2015 estimates as well as each forecast of households and employment by five-year increment. These will allow overlaying city limits, service district boundaries, and monitoring basin boundaries.
- After the report is finalized, ECO will deliver a presentation to the County Board of Commissioners
- ECO may, at WES's request and subject to remaining budget, deliver presentations to other stakeholders after the report is finalized

Technical Analyses

Differences in population growth rates between the service districts and the rest of of the Portland metropolitan area are unlikely to be noticeably affected by differences in fertility or mortality among existing residents. Instead, it is likely that the distribution of new residents within the metropolitan area will determine how fast each subarea grows.

We will develop and propose specific methods for forecasting population and employment in WES's service districts during Phase I of the project. It is likely that we will use existing, adopted forecasts of region-wide population, households, and employment and focus our efforts on the determinants of their location within the region. Those determinants include:

- Capacity for new development given current and expected future zoning and physical constraints
- Likely new development given accessibility (to jobs, schools, shopping, etc.), development costs (SDCs, utilities, streets, etc.), and expected market demand
- Capacity for redevelopment and infill given current development and current and expected future zoning
- Likely redevelopment and infill given accessibility (to jobs, schools, shopping, etc.), development costs (demolition, SDCs, etc.), and expected market demand.

One way to do forecasting consistent with these potential determinants is to start with and improve on the work Metro did for its Urban Growth Report (UGR). Metro developed and parameterized a UGR scenario for its Metroscope model, which distributes households and

employment among 2,147 Transportation Analysis Zones that cover the region every five years into the future.

The Urban Growth Report sought to make the case that the urban growth boundary need not be expanded now. To make that case, they made some assumptions that led to conservative projections of future growth. For this project, we propose re-running the Metroscope model with some different assumptions:

- The committee that forecasted region-wide population, households, personal income, and employment produced "low", "base", and "high" forecasts. Metro used a point between "low" and "base" that they called "mid-low". We would use the "base" forecasts, which were judged to be the most likely. This will lead to the model showing more new development.
- Neighborhood attributes determine how desirable new residents will find an area, but those attributes change when an area is developed. We would change the "neighborhood scores" for currently-undeveloped areas to match those of recently-developed areas to better reflect what new residents would actually find.
- Metro assumed substantial subsidies, plus waivers of SDCs, for multi-family development near central Portland. We would review those and eliminate those that are unlikely to actually occur. This likely will result in the model showing more development outside of Portland.
- The assumed transportation network can have significant effects on where people and employers locate. We would use Metro's "financially-constrained" network (no major new sources of highway funding).
- Metro has developed alternative scenarios with different assumptions about how Damascus will develop. We would work with WES and CCSD1 staff to define base-case assumptions about how and where Damascus will develop, whether it will remain incorporated, how much, if any, of the existing and new development would be served by CCSD1.
- If the revised assumptions described above lead to available land inside the UGB being used up too quickly, we would change the schedule for bringing in urban reserves and rerun the model.

Once we have refined and re-run the model, we will have forecasts of households by household type (including single- and multi-family) and employees by transportation analysis zone. These will be delivered to CH2M-Hill and will be mapped back to service district boundaries and existing city limits with GIS. We will start with the assumption that land in unincorporated areas, such as Urban Reserve Areas, will be annexed into a proximate city before being developed. We will work with WES staff to determine which city the unincorporated areas that are expected to develop would be incorporated into. At the same time, we will develop one or two scenarios for the future of currently-incorporated lands in Damascus.

III. Work Plan

Overview

The work plan provides a chronological overview of how ECONorthwest will complete its research. It has three phases:

- Phase 1: Preliminary Assessment
- Phase 2: Forecasts and Report
- Phase 3: Presentations of Report Findings

In Phase 1 ECO assembles most of the data and refines forecasting methods. In Phase 2 ECO does most of the analysis, prepares a preliminary draft report, and creates a final draft report based on comments from WES. In Phase 3 ECO creates a presentation based on the draft report, presents to one or several groups, and creates a final report based on comments received and direction from WES.

The desired *outcome* is clear: a report understandable to a non-technical audience that documents an evaluation leading to conclusions about a likely range for population and employment growth in the two districts.

The specifics of *technical approach* are still to be determined, but it is clear that they will be some logical and generally accepted method for making forecasts of future population. Phase 1 will describe and evaluate methodological options and recommend one to WES.

The *stakeholder process* is quite modest. In Phases 1 and 2, the communication will be mainly between ECO, MWH, and WES staff. ECO may do some informal interviews if WES desires. The bulk of the engagement, however, occurs in Phase 3: ECO will make one or, if budget allows, several presentations of findings (to the County Commission, to staff, to advisory committees, to affected Cities, etc.).

Phase 1: Preliminary Assessment

ECO will carry out the reconnaissance, data collection, and work with WES staff to ensure that the research will answer the right questions. WES will provide shape files and other relevant data. We will work with Portland State University, Metro, and Clackamas County to gather necessary forecasts, models, data, and context. ECO will deliver a memo on proposed methods and data, which will include an outline of the final report. WES will respond to the memo and we will agree on a detailed scope of work for Phase 2. ECO also will assess the best sources of data about lands zoned to allow industrial uses and about current industrial customers and assist with obtaining and organizing that data.

Products: Methods memo with outline of final report; scope of work for Phase 2
Meetings: One, with WES staff
Budget: $15,000
Schedule: December

Phase 2: Forecasts and Report

ECO will follow the work plan agreed upon in Phase 1 (which we expect to be similar to the one we described in II, Approach, Technical Analysis above) to produce a forecast and preliminary draft report. After review by WES staff, we will produce a draft final report report and presentation. After delivering the presentation and receiving comments, we will prepare and deliver a final report.

Products: Preliminary draft, draft final, and final reports.
Meetings: Two, with WES staff
Budget: $30,000
Schedule: Preliminary draft report with all data ready for use by engineering consultants by mid-January; final draft by the end of January; final report in February

Phase 3: Presentations of Report Findings

ECO will produce and deliver a presentation of the forecast as requested and arranged for by WES.

Products: Presentation(s) as requested by WES
Budget: $10,000
Schedule: February

Summary of Items Required from the WES

WES will provide:

- Copies of relevant reports, memos, etc.
- Data, including relevant GIS layers
- Review, comment, and (ultimately) sign-off on interim products.
- Timely responses to questions and data requests from the consultant team.
- A single, consolidated set of comments on the draft report.

Budget

ECONorthwest will bill monthly for time and expenses incurred. Total billing for the project may not exceed $55,000 without a contract amendment. This not-to-exceed amount may limit the number of presentations ECO can deliver.

MWH

LEVEL OF EFFORT

	Title	Name	Task Rate	1 Project Management	2 Population Forecasts	3 Project Future Flows and Loads	4 Define Existing Facilities Capacity and Future Capacity Needs	5 Screen Technologies for Solids Handling Facilities	6 Identify Additional Digestion Feedstock	7 Inventory Available Septage Volume	8 Evaluate Alternative Biogas Utilization Technologies (optional)	9 Evaluate Alternative SideStream Treatment Technologies (optional)	10 Prepare Conceptual Design (15%)	11 Groundwater Monitoring	12 Public Meetings	13 QAQC	Hours	Cost
MWH Labor Hours	Project Manager	Steve Hyland	$ 250		16	40	40	80	16	16	24	24	184	8	24		472	$ 118,000
	Technical Lead	Don Spiegel	$ 250								2	2	40				44	$ 11,000
	Technical Lead	Art Umble	$ 250				8	24			8	8	24				72	$ 18,000
	Technical Lead	John Kabouris	$ 220				16	40			16	8	8				88	$ 19,360
	Principal in Charge	Dick Talley	$ 220	20									4				24	$ 5,280
	Senior Engineer	Ryan Gordon	$ 153	80	8	30	60	140	40	40	24	24	180	8			634	$ 97,103
	Project Engineer	Jeff Coyne	$ 112			60	60	120			24	24	180				468	$ 52,416
	Senior Engineer - I&C	Victor Ferrante	$ 203										150				150	$ 30,513
	Senior Engineer - Electrical	Josh Papp	$ 154										150				150	$ 23,126
	Project Engineer - Structural	Matt Perkins	$ 116										60				60	$ 6,969
	Project Engineer	Andrew Nishihara	$ 113				60						150				210	$ 23,738
	Senior Engineer	Aaron Eder	$ 192					0	0	0	0		80				80	$ 15,385
	Project Engineer	Adam Odell	$ 127		16	40	40	104	40	40	26	26	240	8	36		616	$ 78,238
	Supervising Designer	Vince Ewert	$ 146	120											48		168	$ 24,530
	Design Manager	Mark Graham	$ 204										160				160	$ 32,706
	Construction Estimator	James Ward	$ 187					40			16	16	80				152	$ 28,426
	Designer	Chris Kitts	$ 131					40			16	16	240		24		336	$ 43,989
	QAQC	Tech Leads	$ 220					0					32			160	192	$ 42,240
	Administrative Assistance	TBD	$ 73	40	8			40					80				168	$ 12,242
	Total Hours			260	48	170	284	628	96	96	156	148	2,042	24	132	160	4,244	
	Labor Cost			$ 37,089	$ 7,840	$ 26,395	$ 43,292	$ 98,523	$ 15,207	$ 15,207	$ 26,773	$ 25,013	$ 327,756	$ 4,241	$ 20,723	$ 35,200		
																	Total Labor Cost	$ 683,260
			Multiplier															
Subcontractor	Shannon & Wilson		1.05											$ 26,100				$ 27,405
	ECONorthwest		1.05		$ 55,000													$ 57,750
	Portland Engineering Inc		1.05										$ 10,000					$ 10,500
	Interface Engineering		1.05										$ 10,000					$ 10,500
	Greenworks		1.05										$ 5,000					$ 5,250
	MWA Architects		1.05										$ 10,000					$ 10,500
	SLR		1.05										$ 10,000					$ 10,500
																	Total Subcontractor Cost	$ 132,405
			Multiplier															
ODCs	Travel (Airfare, Lodging and Rental Cars Only)		1.00	$ 18,800				$ 2,500					4,500					$ 23,800
																	Total ODCs Cost	$ 23,800
	Task Cost			$ 53,889	$ 65,590	$ 26,395	$ 43,292	$ 101,023	$ 15,207	$ 15,207	$ 26,773	$ 25,013	$ 379,506	$ 31,646	$ 20,723	$ 35,200		
																	Total Cost	$ 839,465

EXHIBIT B

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

10/1/2016

DATE (MM/DD/YYYY) 11/20/2015

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
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyd's of London (AF Beazley)	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1347682
MWH AMERICAS, INC.
370 INTERLOCKEN BLVD.
STE. 300
BROOMFIELD CO 80021

COVERAGES MWHGL05 **CERTIFICATE NUMBER:** 13776933 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	GLOPR1501286	10/1/2015	10/1/2016	EACH CLAIM: $1,000,000 AGGREGATE: $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: TRI CITY WPCP SOLIDS HANDLING PROJECT.

CERTIFICATE HOLDER

13776933
CLACKAMAS COUNTY
TRI-CITY SERVICE DISTRICT
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
150 BEAVERCREEK ROAD
OREGON CITY OR 97045

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
Joseph M Agnello

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MWHGLOB-01 NEALDO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/25/2015

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
Willis of Texas, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: Willis Certificate Center
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Travelers Property Casualty Insurance Company	36161
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MWH Global Inc., MWH Americas, Inc.,
MWH Constructors, Inc., Hawksley Consulting, Inc.
380 Interlocken Crescent, Ste 200
Broomfield, CO 80021

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		VTC2K-CO-5643B790-15	08/31/2015	08/31/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		VTC2JCAP5643B808-15	08/31/2015	08/31/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Comp & Coll	$ 1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		VTC2JUB5643B81A-15	08/31/2015	08/31/2016	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Re: Tri City WPCP Solids Handling Project
Clackamas County, Clackamas County Service District and Tri City Service District No. One are included as Additional Insureds as respects to General Liability and Auto Liability.

General Liability and Auto Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Clackamas County, Clackamas County Service District and Tri City Service District No. One.

CERTIFICATE HOLDER

Clackamas County, Clackamas County Service District
Tri City Service District No. One.
Attn: Randy Rosane, PE
150 Beavercreek Road
Oregon City, OR 97045

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: VTC2K-CO-5643B790-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Aircraft Chartered With Pilot

B. Damage To Premises Rented To You

C. Increased Supplementary Payments

D. Incidental Medical Malpractice

E. Who Is An Insured – Newly Acquired Or Formed Organizations

F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries

G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises

H. Blanket Additional Insured – Lessors Of Leased Equipment

I. Blanket Additional Insured – States Or Political Subdivisions – Permits

J. Knowledge And Notice Of Occurrence Or Offense

K. Unintentional Omission

L. Blanket Waiver Of Subrogation

M. Amended Bodily Injury Definition

N. Contractual Liability – Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

a. Fire;

b. Explosion;

c. Lightning;

d. Smoke resulting from such fire, explosion, or lightning; or

e. Water;

unless Exclusion **f.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE.**

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3. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**:

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

   The Damage To Premises Rented To You Limit will be:

   a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

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

   "Premises damage" means "property damage" to:

   a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

   b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   (b) That is insurance for "premises damage"; or

7. Paragraph **4.b.(1)(c)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:

   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   "Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Paragraph **(1)(d)** above does not apply to "bodily injury" arising out of providing or failing to provide:

   (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or

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

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3. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

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

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

   Sale Of Pharmaceuticals

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

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

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

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

   The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

   a. Coverage under this provision is afforded only:

   (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

   (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

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G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

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

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

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by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2.**, **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs **e. (1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph **6.**, **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

L. BLANKET WAIVER OF SUBROGATION

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

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

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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POLICY NUMBER: VTC2K-CO-5643B790-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      ii. Supervisory, inspection, architectural or engineering activities.
   c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
   a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph **3.** above.

5. The following definition is added to SECTION V. – DEFINITIONS:

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

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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POLICY NUMBER: VTC2K-CO-5643B790-15 ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 60

NONRENEWAL: **Number of Days Notice of Nonrenewal:** 60

PERSON OR ORGANIZATION:

Any person or organization that is a certificate holder of a certificate of insurance issued for you that:

1) Refers to this policy and states that notice of cancellation or nonrenewal of this policy will be provided to that person or organization, and
2) Is in effect, and is on file at the office of your agent or broker for this policy, at the time of the cancellation or nonrenewal.

ADDRESS:

The address shown for that person or organization in that certificate of insurance.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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POLICY NUMBER: VTC2JCAP5643B808-15

COMMERCIAL AUTO
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

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

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED TO INCLUDE AS ADDITIONAL INSURED ON THIS COVERAGE FORM IN A WRITTEN CONTRACT OR AGREEMENT THAT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS AND THAT IS IN EFFECT DURING THE POLICY PERIOD.

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

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

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POLICY NUMBER: VTC2JCAP5643B808TIL15 ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 60

NONRENEWAL: **Number of Days Notice of Nonrenewal:** 60

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION THAT IS A CERTIFICATE HOLDER OF A CERTIFICATE OF INSURANCE ISSUED FOR YOU THAT:
1. REFERS TO THIS POLICY AND STATES THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE PROVIDED TO THAT PERSON OR ORGANIZATION, AND:
2. IS IN EFFECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF THE CANCELLATION OR NONRENEWAL.

ADDRESS:

THE ADDRESS SHOWN FOR THAT PERSON OR ORGANIZATION IN THAT CERTIFICATE OF INSURANCE.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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