


CITY OF COOS BAY CITY COUNCIL
Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
June 20, 2017	

TO: Mayor Benetti and City Councilors

FROM: Jennifer Wirsing, Wastewater Project Engineer

THROUGH: Rodger Craddock, City Manager *rec*
Jim Hossley, Public Works and Community Development Director 

ISSUE: Award of the 10-Year contract for Operation, Maintenance, and Management Services for the City's Sewer System

SUMMARY:

In early 2016, the City received two proposals (one from Veolia and one from CH2M) to provide Sewer Operation, Maintenance, and Management services. A recommendation committee reviewed the packages, interviewed the consultants and made a recommendation to council to select CH2M. At the March 1, 2016 Council meeting, Staff was directed to move forward with negotiations with CH2M to enter into a 10-year contract for these services. See attached for a copy of the negotiated contract.

At the June 13th Council Work Session, Councilor Groth requested information regarding cost to have City staff perform the same work. This information will be provided at the Council meeting.

ACTION REQUESTED:

Award the 10-Year contract for Operation, Maintenance, and Management Services for the City's sewer system to CH2M.

For additional information, see the attached June 13, 2017 Joint Council / URA Work Session report.

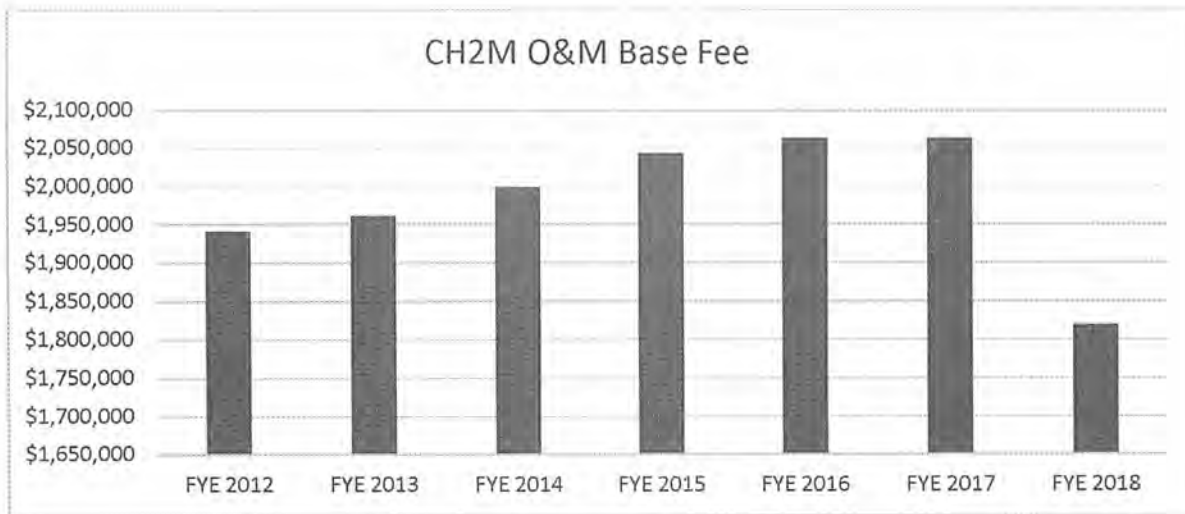
History of CH2M Operations and Maintenance Contract

Contract Year	Base Fee	% Increase	Notes
FYE 2012	\$1,941,555	n/a	Year 1 of 2nd 5-Year Contract ⁽¹⁾
FYE 2013	\$1,961,062	1.01%	Year 2 of 2nd 5-Year Contract
FYE 2014	\$1,998,678	1.02%	Year 3 of 2nd 5-Year Contract
FYE 2015	\$2,043,307	1.02%	Year 4 of 2nd 5-Year Contract
FYE 2016	\$2,063,740	1.01%	Year 5 of 2nd 5-Year Contract
FYE 2017	\$2,063,740	1.00%	Year 6 of 2nd 5-Year Contract ⁽²⁾
FYE 2018	\$1,819,731	-0.88%	Year 1 of 10-Year Contract ⁽³⁾

(1) Previous contract had option to extend for another 5-year term

(2) The City explored privatizing WW system, contract was extended for another year via amendment rather than enter into another long term contract

(3) New Contract assumes City will make payment for electrical usage directly



CITY OF COOS BAY
JOINT CITY COUNCIL / URA WORK SESSION
Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
June 13, 2017	

TO: Mayor Benetti and City Councilors

FROM: Jennifer Wirsing, Wastewater Project Engineer

THROUGH: Rodger Craddock, City Manager *RCR*
Jim Hossley, Public Works and Community Development Director *JH*

ISSUE: Award of the 10-Year contract for Operation, Maintenance, and Management Services for the City's Sewer System

SUMMARY:

In early 2016, the City received two proposals (one from Veolia and one from CH2M) to provide Sewer Operation, Maintenance, and Management services. A recommendation committee reviewed the packages, interviewed the consultants and made a recommendation to council to select CH2M. At the March 1, 2016 Council meeting, Staff was directed to move forward with negotiations with CH2M to enter into a 10-year contract for these services. See attached for a copy of the negotiated contract.

ACTION REQUESTED:

Award the 10-Year contract for Operation, Maintenance, and Management Services for the City's sewer system to CH2M.

BACKGROUND:

Since 1996, the City has contracted with CH2M-OMI to perform sewer operations and maintenance (O&M) services for the two wastewater treatment plants, 26 pump stations, 93 miles of sanitary sewer, and 50 miles of storm sewer. On July 7, 2015, Council directed staff to prepare a request for proposal (RFP) for this scope and advertise for bid.

Due to the importance of this selection process and in order to aid the City Staff and represent the stakeholders, a recommendation committee of five people was formed. This Recommendation Committee consisted of Steve Major with The Dyer Partnership (represents Bunker Hill Sanitary District), John Chirrick (Charleston Sanitary District General Manager), Bob Dillard (North Bend Public Works Director and private consultant), Jennifer Wirsing (City of Coos Bay Wastewater Project Engineer), and Jim Hossley (City of Coos Bay Public Works and Community Development Director).

The City received interest from two firms; Veolia and CH2M. The Recommendation Committee

reviewed the prequalification and proposal packages, and interviewed the two candidates. Overall, the committee had consensus that CH2M provided the more robust proposal and offered the City more value. On March 1, 2016, the findings of the committee were presented to the Council and Staff was directed to begin negotiations with CH2M for a new 10-year contract.

Unfortunately, it has taken longer than anticipated to negotiate and finalize the contract due to the following circumstances/reasons:

1. Council directed staff to investigate privatizing the sewer system. This effort continued into the latter part of 2016.
2. The City performed their annual audit and the audit identified areas that needed attention prior to finalizing a contract:
 - a. Staffing of CH2M's team should include an assistant project manager that is proficient in operations and process.
 - b. Current contract's scope of work should be updated so that scope is clear and concise.

Based on these audit findings, CH2M has hired an assistant project manager with the highest level of certifications that a wastewater operator can obtain. Additionally, Staff and CH2M have had several meetings to clarify scope of work (Appendix A of contract).

BUDGET IMPLICATIONS:

The funds for this contract will come from the wastewater fees that are directed into the Wastewater Expenditures fund as follows:

Fund	Asset	% Allocated	Amount 1st Year
03-351-520-2131	Plant 1	38	\$691,498
03-352-520-2131	Plant 2	29	\$527,722
03-353-520-2131	Sanitary Sewer	24	\$436,735
03-355-520-2131	Storm Sewer	9	\$163,776

The first contract year has a budgeted amount of \$1,819,731. The fee can be adjusted each year annually at a rate no higher than the Consumer Price Index from the previous year.

Attachments

Agreement for Operations, Maintenance, and Management Services for the City of Coos Bay



AGREEMENT
for
OPERATIONS, MAINTENANCE and
MANAGEMENT SERVICES for the CITY
OF COOS BAY

DRAFT

**AGREEMENT FOR OPERATIONS, MAINTENANCE
AND MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____ 2017, (“Effective Date”) by and between the City of Coos Bay, Oregon, whose address for any formal notice is 500 Central Avenue, Coos Bay, Oregon 97420 (hereinafter “Owner”) and Operations Management International, Inc., whose address for any formal notice is 9191 South Jamaica Street, Englewood, CO 80112 (hereinafter “CH2M”). Collectively referred to as the “Parties”.

STATEMENT OF PURPOSE

WHEREAS, the Owner owns certain facilities and systems which are further described in **Appendix C**; and

WHEREAS, Owner desires to employ CH2M to perform certain operation and maintenance services as further described in **Appendix A** under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Owner and CH2M agree as follows:

1. DEFINITIONS

- 1.1 “Adequate Nutrients” means plant influent nitrogen, phosphorous, and iron contents proportional to BOD5 in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BOD5.
- 1.2 “Base Fee” means the compensation paid by Owner to CH2M for the base services defined in **Appendix A** of this Agreement for any year of the Agreement. The Base Fee is specified in **Appendix D** and will be renegotiated annually. The Base Fee shall include Owner’s expenses for operating the project as set forth in **Appendix D**. This compensation does not include payments for requests by Owner that are incidental to or outside the Scope of Services as defined herein.
- 1.3 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of any of Owner’s Permits as listed in **Appendix F**. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- 1.4 “BOD” means Biochemical Oxygen Demand.
- 1.5 “Capital Expenditures” means any expenditures for (1) the purchase of new equipment or facility items that cost more than Seven Thousand Five Hundred Dollars (\$7,500.00); or (2) Major Repairs; or (3) expenditures that are planned, non-routine, and budgeted by Owner. Capital Expenditures shall not be considered Repairs, and Owner is responsible for payment thereof, unless otherwise agreed to by the Parties.

- 1.6 “Capital Improvement Plan” yearly plan submitted to the Owner that forecasts Capital items that we foresee the need to be replaced or repaired
- 1.7 “Change in the Scope” means events or services beyond the services provided by CH2M as further set forth in **Appendix A**.
- 1.8 “Commencement Date” shall mean the date services shall begin for the Owner under this Agreement as defined in Section 2.1.
- 1.9 “Direct Cost” means labor, employee expenses, chemicals, electricity, petroleum, utilities, water, insurance, and general operational costs.
- 1.10 “Initial Term” means the first term of the Agreement as defined in Section 2.1.
- 1.11 “Major Repairs” mean those Repairs that significantly extend equipment or facility service life and cost more than Seven Thousand Five Hundred Dollars (\$7,500.00).
- 1.12 “Permit” means the permits issued to the Owner for the operation of its facilities and services. This includes the NPDES Permit Nos. 100699 and 100771 and any applicable MAO’s in place on the Commencement Date. Copies of these Permits are attached to this Agreement as **Appendix F**.
- 1.13 “Preventive Maintenance” means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or CH2M to maximize the service life of the equipment, sewer, vehicles, and facility.
- 1.14 “Project” means all equipment, vehicles, grounds, and facilities described in **Appendix C** and **Appendix E**.
- 1.15 “Renewal Term” means any additional term of this Agreement beyond the Initial Term of the Agreement as defined in Section 2.1.
- 1.16 “Repairs” means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the equipment, sewer, or facility or some component thereof.
- 1.17 “TSS” means total suspended solids.
- 1.18 “Unforeseen Circumstances” means any event or condition which has an effect on the rights or obligations of the Parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightening, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war blockade, sabotage, insurrection, riot or civil disturbance or a pandemic event; (ii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial, federal or other governmental body; (iii) labor disputes, strikes, work

slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of CH2M; (iv) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project; and (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

2. TERM

2.1 The Initial Term of this Agreement shall be for ten (10) years commencing on July 1, 2017 (the "Commencement Date"). Thereafter, this Agreement shall be automatically renewed for successive terms of five (5) years each ("Renewal Term") unless cancelled by either party not less than one hundred twenty (120) calendar days prior to expiration. This contract is written in compliance with IRS Revenue Procedure 2016-44.

2.2 Either party may terminate this Agreement for a material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party a reasonable time to correct the breach. Neither party shall terminate this Agreement without giving the other party thirty (30) calendar days' written notice of intent to terminate for failure of the other party to correct the breach within a reasonable time. However, with respect to breaches by Owner for non-payment of CH2M invoices (except as set forth in Section D.3.4), CH2M shall be entitled to terminate immediately.

2.3 In the event the Owner elects to privatize all or a portion of its wastewater collection and treatment infrastructure, either party has the right to renegotiate the terms of this agreement. Notice of the party's election to terminate the agreement pursuant to the provisions of this paragraph shall be provided to the other party, in writing, at least six months prior to the date of termination. During the six month period after notice of termination is provided, the parties will work cooperatively in order to affect a smooth transition with regard to the operation and maintenance of the Owner's wastewater collection and treatment infrastructure.

2.4 This Agreement may be terminated with 30 days' written notice if CH2M fails to perform, through no fault of the City, and does not commence correction to the satisfaction of the City of such nonperformance within 5 days of written notice and diligently complete the correction thereafter within a timeframe and/or milestones set by the City and agreed to by CH2M. Termination includes the following:

- Willfully or intentionally reporting false data related to regulatory reporting of information to the client, state, or EPA.
- Failure to maintain equipment in accordance with manufacturer's recommendation or acceptable industry standards or as mutually agreed upon by the City and CH2M
- Failure to provide sufficient staff to be responsive to alarms and emergency calls 24 hours per day, 7 days per week, within one (1) hour of its occurrence.

- Failure to provide staff with the qualifications and licensures as required by law or regulation and this Agreement.
- Failure to provide job related training for personnel including but not limited to: operation and process, quality assurance, maintenance, safety, supervisory skills, regulatory compliance, laboratory protocols and procedures, and energy management. Where employees are required by law or regulation to hold current licenses, certificates or authority to perform the work required of their respective positions, failure to provide the training and agree with the employee to a reasonable time frame for the employee to qualify for such certificate, license or authority.
- Failure to retain City's biosolids land application partners as a result of CH2M's negligence.
- Failure to provide comprehensive communication that includes:
 - One-on-one monthly meetings between the Project Manager and City designee
 - Notification to the City if the routine sampling/testing procedure changes
 - Weekly and/or Monthly Maintenance Records to City designee (The Maintenance Record will contain a section indicating the status of any out-of-service equipment)

2.5 This Agreement may be terminated with 30 days' written notice if CH2M, through no fault of the City, willfully or negligently repeats the same nonperformance issue listed in Section 2.4 within a 12 month period. Additionally, the following parameters must be met:

- Within 30 days of executing this contract, CH2M will provide onsite fulltime staffing of an operation (or assistant Project Manager) personnel that is proficient in process and prepared to meet the challenges of the City's treatment facilities.
- Within 1 year of executing this contract, CH2M shall fulfill deliverable obligations per Appendix G of this contract.

2.6 This agreement shall immediately terminate upon the filing of any bankruptcy proceeding by CH2M, or by the filing of any involuntary bankruptcy petition naming CH2M as the debtor. CH2M shall provide notice of any intent to file bankruptcy, including any anticipated involuntary filing, within ninety days of the anticipated date of filing. In no event shall this agreement be or be treated as an asset of CH2M or the bankruptcy estate. Notwithstanding any other provision in this agreement, in the event this agreement is terminated as a result of any bankruptcy proceeding, Owner may offer employment to CH2M's project manager.

2.7 Upon notice of termination by Owner, CH2M shall assist Coos Bay in resuming operation of the Project, and, if requested by Owner, continue to provide the current operations staff for a period of 90 days beyond the date of termination for a fee equal to one-quarter of the base fee in effect on the date of termination. Owner shall have the right to offer employment to any CH2M employees, excepting the Project Manager,

performing work under this agreement. If additional cost is incurred by CH2M at the request of Owner, Owner shall pay CH2M such cost in accordance with Article 13.2 7.

- 2.8 Upon termination of this Agreement and all renewals and extensions of it, CH2M will return the Project to Owner in the same condition as it was upon the Commencement Date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by CH2M for use in the routine operation or maintenance practices of the Project and billed to the Project shall become the property of the Owner upon termination of this Agreement, provided that Owner has reimbursed CH2M for such equipment and other personal property. However, any equipment or personal property that is purchased by CH2M and not billed to the Owner shall be the property of CH2M and shall be removed from the Project by CH2M at the termination of this Agreement.

3. SERVICES AND STANDARD OF PERFORMANCE

- 3.1 CH2M shall perform the services set forth in **Appendix A** for the facilities described in **Appendix C**, within the design capacity and capability of these facilities as further described in **Appendix B**.
- 3.2 CH2M shall perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.

4. OWNER RESPONSIBILITIES

- 4.1 The Owner shall pay for all Capital Expenditures that occur outside the limits in Section 1.5. Owner may, at its discretion, request CH2M to perform work for any Capital Expenditure, the terms of which shall be agreed upon by the Parties. Capital Expenditures shall not be applied against the Repair Limit unless otherwise agreed to by the Parties. Any loss, damage or injury resulting from Owner's failure to provide Capital Expenditures and/or funds when reasonably requested by CH2M shall be the sole responsibility of Owner.

Owner shall pay for all Electrical Utilities for all facilities listed in Appendix C.

- 4.2 Maintain and renew, with respect to all existing portions of the Project, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the Owner, to the extent the maintenance thereof is not a responsibility of CH2M herein. All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or hereinafter acquired by Owner shall remain the exclusive property of Owner unless specifically provided for otherwise by the Parties.
- 4.3 Pay all amounts associated with the occupancy or operation of the Project and the performance of the obligations as listed in **Appendix A** including but not limited to all excise, ad valorem, property, franchise, occupational and disposal taxes, or other taxes

associated with the Project, other than taxes imposed upon CH2M's net income and/or payroll taxes for CH2M employees.

- 4.4 The Owner shall provide CH2M within a reasonable time after request, any piece of Owner's heavy equipment that is available so that CH2M may discharge its obligations under this Agreement in the most cost-effective manner. In emergency situations Owner will use its best efforts to provide such equipment within one (1) hour of the request.
- 4.5 When applicable, the Owner shall provide all registrations, licenses and insurance for Owner's vehicles and heavy equipment used in connection with the Project.
- 4.6 The Owner shall provide for CH2M's use of all vehicles and equipment currently in use at the Project, including the vehicles described in **Appendix E**. Owner shall maintain such vehicles and equipment, so that they are in road safe condition. CH2M shall be responsible for the cost of operation and fuel for such vehicles and equipment, unless otherwise agreed to between the parties. Owner shall retain title and ownership of such vehicles and equipment. Use of such vehicles and equipment by CH2M shall be limited to duties and use within the course and scope of this Agreement, unless otherwise agreed to in writing by the Parties. The Parties may supplement this Agreement to provide for an agreed schedule of replacement of such vehicles and equipment and provision of any other insurance coverage deemed necessary or appropriate.
- 4.7 The Owner agrees to not solicit employment or other compensation to the CH2M Coos Bay Project Manager directly working on this Project during the duration of the Project or for a period of two (2) years after the end date of this Agreement or said employee's re-assignment from this Project.
- 4.8 Owner shall provide to CH2M all data in Owner's possession relating to the Project, including but not limited to operations and maintenance manuals, warranties or any other data necessary to operate, manage and maintain the Project. CH2M shall be entitled to reasonably rely upon the accuracy and completeness of the information provided by the Owner.

5. **COMPENSATION AND PAYMENT**

Compensation for the services is described in **Appendix D**.

6. **INDEMNITY AND LIABILITY**

- 6.1 CH2M hereby agrees to indemnify and hold Owner harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise from CH2M's negligent operations under this Agreement, to the proportionate extent such negligence contributed to the damages, injury, or loss, whether such negligent operation be by CH2M or by a subcontractor of CH2M.

- 6.2 Owner, to the fullest extent allowable under the Oregon Tort Claims Act, agrees to indemnify and hold CH2M harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise, except to the proportionate extent caused by the negligence or willful misconduct of CH2M, its employees or its subcontractors.
- 6.3 In no event shall CH2M, its subcontractors or their officers or employees be liable for Owner's incidental, special, indirect or consequential damages, whether such liability arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.
- 6.4 CH2M and Owner recognize that existing conditions within collection systems varies and that failures may occur in the systems over time. CH2M agrees to exercise due diligence to maintain free-flowing conditions within these systems and to clean the sanitary collection system in accordance with the schedule set forth in **Appendix A**, but may not be able to prevent blockages or backups, particularly since the collection system is not secured, and trouble spots may not be proactively identified in sections of the system that are not reasonably accessible, until a blockage occurs. Therefore, Owner agrees to defend CH2M against claims for injury, property damage, or economic loss arising from failures in the sanitary collection systems until such time as it is established by a finder of fact that such claims were caused by CH2M's negligence.
- 6.5 CH2M's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of their design and physical capacity. It is not part of CH2M's scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations. It is not part of CH2M's scope to comply with new regulations that contain permit limits or Maximum Contaminant Levels that are beyond the capability of the Owner's facilities

7. HAZARDOUS SUBSTANCES

- 7.1 If asbestos or hazardous substances in any form are encountered or suspected on the site, CH2M will stop its own work for that specific task in the affected portions of the site to permit testing and evaluation.
- 7.2 If asbestos is suspected on the site, Owner shall, in a timely manner, have a qualified contractor perform remediation services. CH2M will have no obligation to resume its performance of the services until it receives adequate proof that the affected area has been treated.
- 7.3 If hazardous substances other than asbestos are suspected on the site where the services are to be performed, the Parties may agree for CH2M to conduct tests to determine the extent of the hazardous condition and recommend necessary remedial measures. These services shall be performed under a separate agreement to be negotiated by the Parties and for an additional fee.

- 7.4 CH2M shall not be liable for any delays in performing the services which are caused by or related to the presence of asbestos or another hazardous substance.
- 7.5 CH2M assumes no risk and/or liability for any hazardous waste or conditions present at the site prior to the commencement of this Agreement or for any hazardous waste or conditions attributable to any party other than CH2M.
- 7.6 In the event that Owner requests CH2M, in the performance of the services set forth herein, to execute Hazardous Waste Manifests on its behalf, Owner shall be required to execute a Letter of Authorization, the form of which shall be agreed upon by both Parties, delegating such authority to CH2M prior to CH2M undertaking this duty.
- 7.7 In performing the Management Services, CH2M shall exercise due care, in light of all relevant facts and circumstances, to avoid exacerbating any Regulated Site Condition or Specified Subsurface Condition after the location and existence of such condition has been disclosed to CH2M or becomes actually known by CH2M through physical observation. Upon encountering a Regulated Site Condition or Specified Subsurface Condition, CH2M shall provide prompt written notice to the City of such condition, which notice shall not be later than five days after such condition is first encountered or known to CH2M. CH2M shall, to the extent reasonably possible, provide such notice before the Regulated Site Condition or Specified Subsurface Condition has been disturbed or altered. Except for CH2M's failure to provide such notice and exercise due care with respect to such disclosed or known Regulated Site Condition or Specified Subsurface Condition, CH2M shall not be responsible for any Regulated Site Condition or Specified Subsurface Condition and shall be entitled to Uncontrollable Circumstance relief per this Agreement.
- 7.8 It is understood and agreed that, in seeking the services of CH2M under this Agreement, Owner is requesting CH2M to undertake inherently unsafe obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, Owner agrees to hold harmless, indemnify, and defend CH2M from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the negligence or willful misconduct of CH2M, its employees or its subcontractors in the performance of services under this Agreement.

8. FINES AND CIVIL PENALTIES

- 8.1 CH2M shall be liable for fines or civil penalties which may be imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance to the extent to which such resulted from CH2M's breach, negligence or willful misconduct during the term of this Agreement. Owner will assist CH2M to contest any such fines in administrative proceedings and/or in court prior to any payment by CH2M. CH2M shall pay the costs of contesting any such fines.

8.2 CH2M shall not be liable for fines or civil penalties that result from violations (i) that result from inadequate infrastructure or investment in the technology necessary to comply with permit requirements and/or changes in applicable regulations or (ii) are otherwise directly related to the ownership of the Project.

9. INSURANCE

9.1 CH2M shall provide the following insurance policies throughout the term of the Agreement, and shall provide to Owner an ACORD-form Certificate (with applicable endorsements) of Insurance (COI) demonstrating compliance with this provision:

9.1.1 Worker's Compensation providing statutory coverage and Employer's Liability Insurance providing limits of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease-each employee, and One Million Dollars (\$1,000,000) disease-policy Limit.

9.1.2 Business Automobile Policy providing Two Million Dollars (\$2,000,000) combined single limits covering claims for injuries to members of the public and/or damages to property of others arising from the use of CH2M owned or leased motor vehicles, including onsite and offsite operations. Limits may be satisfied through the use of primary and excess/umbrella policies.

9.1.3 Commercial General Liability Insurance providing limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of CH2M or any of its employees or subcontractors for whom CH2M is legally liable. Limits may be satisfied through the use of primary and excess/umbrella policies

9.1.4 Contractor's Pollution Liability (CPL) coverage shall be provided with limits of \$2,000,000 per claim and aggregate. CPL coverage shall provide for liability due to pollution conditions caused by or exacerbated by CH2M, and shall include coverage related to the remediation of pollutants and for third-party claims alleging bodily injury and/or damage to third-party property due to pollutants. Claims made coverage shall include a retroactive date that predates any and all Work to be executed per this Agreement.

9.1.5 Umbrella Liability coverage shall be provided with limits of \$4,000,000 per claims and in the aggregate. Umbrella Liability coverage increases the primary limits on Commercial General Liability, Auto Liability and Employer's Liability.

9.2 CH2M shall cause Owner and Owner's directors, officers, employees, and representatives to be added as additional insured in CH2M's commercial general liability, automobile liability, excess/umbrella, and contractor's pollution liability policies (additional insured endorsement to be attached to the certificate).

- 9.3 CH2M's commercial general liability, automobile liability, employer's liability, excess/umbrella, and contractor's pollution liability policies shall be primary and non-contributory to any other coverage available to Owner.
- 9.4 CH2M's policy shall provide at least thirty (30) days written notice to Owner prior to any cancellation, non-renewal or material change in coverage contemplated herein (except ten (10) days' notice for non-payment of premium).
- 9.5 Owner will maintain the following insurance policies throughout the term of the Agreement, and shall provide CH2M with a COI to demonstrate compliance with this provision:
- 9.5.1 Liability Insurance for all motor vehicles and equipment provided by Owner and operated by CH2M under this Agreement.
- 9.6 Owner and CH2M will provide for a waiver of subrogation against the other as to all insurance policies required to be carried hereunder, and each party waives any claim against the other arising in contract or in tort which are covered by their respective insurance hereunder.
- 9.7 Certificates of Insurance ("COI").
- 9.7.1 The Parties shall provide a COI evidencing the required insurance policies, limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 9 and its subsections. Certificates of insurance shall reference the project name as identified on the first page of this Agreement (include applicable endorsements or documentation of coverage provisions attached to the certificate).
- 9.7.2 In the event the COI provided indicates that any required insurance shall expire during the period of this Agreement, then in that event, the party shall furnish, on or before the expiration of such insurance, a renewed COI as proof that equal and like coverage for the balance of the period of the Agreement and any extension hereunder has been procured and in effect.
- 9.7.3 In the event a COI evidencing the renewed coverage is not available prior to the policy renewal date, that party shall provide to the other party, within fifteen (15) days of the policy's(ies') renewal date(s). The party shall furnish the insurance certificates to the other party immediately upon the first party's receipt.

10. LABOR DISPUTES

In the event activities by Owner's employee groups or unions causes disruption in CH2M's ability to perform its obligations under this Agreement, Owner, with CH2M's assistance, or CH2M at its own option, may seek appropriate injunctive court orders during any such disruption, CH2M shall operate the facilities on a best efforts basis until any such disruptions cease, but CH2M shall not have an obligation to assure compliance with all contract conditions.

11. UNFORESEEN CIRCUMSTANCE

- 11.1 Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The party invoking this clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) business days after its occurrence, and shall take reasonable measures to mitigate any impact of an Unforeseen Circumstance.
- 11.2 In the case of Unforeseen Circumstances, Owner agrees to pay any Costs (including without limitation all overtime charges and additional equipment charges) incurred by CH2M in connection with the Unforeseen Circumstance.

12. ACCESS TO FACILITIES AND PROPERTIES

- 12.1 Owner will make its facilities accessible to CH2M as required for CH2M's performance of its services, and will secure access to any other Owner property necessary for performance of CH2M's services.
- 12.2 CH2M shall provide 24-hour per day access to Project for Owner's personnel. Visits may be made at any time by any of Owner's employees so designated by Owner's Representative. Keys for the Project shall be provided to Owner by CH2M. All visitors to the Project shall comply with CH2M's operating and safety procedures.

13. CHANGES

- 13.1 Owner and CH2M may make changes to this Agreement or to any of the services performed under this Agreement. At a minimum an amendment shall be issued on an annual basis. All changes must be mutually agreed upon and in writing in the form of a change order, modification or amendment to the Agreement executed by both parties. A draft of the annual amendment, for the next fiscal year, must be submitted to the Owner no later than May 1.
- 13.2 Owner and CH2M may agree to out of scope services performed under the terms of this Agreement. Any out of scope services shall be mutually agreed in writing. Compensation for the out of scope services will be invoiced to Owner in an amount equal to CH2M's cost plus fifteen percent (15%), unless otherwise agreed to by the Parties, and shall be due and payable by Owner commencing the month following the Change in Scope.
- 13.3 In the event of a change in scope of services ("Change in Scope"), CH2M shall be entitled to additional compensation if such Change in Scope results in additional costs to CH2M for providing such services. The occurrence of (but not limited to) an event set forth below shall constitute a Change in Scope:
 - 13.3.1 Any change in Project operations, personnel qualifications, required certification, staffing or other cost which is a result of an Unforeseen Circumstance. Such Changes in Scope will be invoiced to Owner in an

amount equal to CH2M's cost plus eighteen (18%) and shall be due and payable by Owner commencing the month following when the Change in Scope occurs.

- 13.3.2 Any change in Project operations, personnel qualifications, required certification, staffing or other cost which is a result of the issuance of a new permit or a permit renewal.
- 13.3.3 Increases of ten percent (10%) or more in the Wastewater Treatment Plant influent flow or loadings, as set forth in **Appendix B**, as demonstrated by a twelve month floating average compared to the twelve month period ending on the Commencement Date of this Agreement. Compensation for such Changes in Scope will be mutually negotiated and agreed upon by the Parties.
- 13.3.4 Increases in CH2M's health care costs in excess of the applicable CPI for the twelve month period for which the annual increase is being calculated. In such event, CH2M shall be entitled to increase its Base Fee in excess of the formula set forth in Appendix D.4, in an amount equal to such costs.
- 13.3.5 Non-routine services which are outside the scope of work if such services are requested by Owner and outside the capabilities of on-site project staff. Except as agreed to by the Parties, such compensation shall be a management fee equal to fifteen percent (15%) of the actual cost of service.
- 13.3.1 During the period of construction of capital improvements to the project, increase in the actual cost of operation of the project which is directly caused by the construction of such capital improvements, as agreed upon by the Parties. If agreed, costs will follow 13.3.5. Excluded from this is the additional cost of operations associated with the Plant 2 Expansion and Upgrade Project.

14. WARRANTIES

- 14.1 CH2M warrants that all materials and equipment furnished under this Agreement will be to the best of its knowledge, of good quality and free from defective workmanship and materials.
- 14.2 CH2M will pass through to Owner the warranty extended by the manufacturer for all products, equipment, systems or materials.
- 14.3 All other warranties, express or implied, including any warranty of merchantability and any warranty of fitness for a particular purpose are expressly disclaimed.

15. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than Owner and CH2M and has no third party beneficiaries.

16. JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

17. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

18. AUTHORITY

Both parties represent and warrant to the other party that the execution delivery and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

19. NOTICE

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by national commercial express delivery service, to the addresses listed in introductory paragraph of this Agreement. Notice shall be deemed given upon receipt by any method of delivery authorized above.

20. NO WAIVER

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

21. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

22. ASSIGNMENT

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the prior written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement is binding on and inures to the benefit of the parties and their respective permitted successors, and assigns.

23. NO CONFLICT OF INTEREST FOR FUTURE WORK

The services performed by CH2M under this Agreement do not preclude CH2M from proposing on or for providing services to Owner in the future. Information and knowledge gained by CH2M in providing the Services under this Agreement shall not constitute a conflict of interest in proposing on or providing any additional services for Owner.

24. DISPUTE RESOLUTION

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

25. CAPTIONS AND HEADINGS

The captions and headings of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

26. ENTIRE AGREEMENT

This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The Parties mutually declare there are no oral understandings or promises not contained in the Agreement which contains the complete, integrated, and final agreement between the parties.

The following Appendices are hereby made a part of this Agreement:

- Appendix A Scope of Services**
- Appendix B Capacity and Characteristics**
- Appendix C Location of Project**
- Appendix D Compensation and Payment**
- Appendix E Project Vehicles and Equipment**
- Appendix F Permits**
- Appendix G Deliverables**

IN WITNESSETH WHEREOF, the Parties execute below:

OPERATIONS MANAGEMENT

THE CITY OF COOS BAY, OREGON

INTERNATIONAL, INC.

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

DRAFT

APPENDIX A - SCOPE OF SERVICE

CH2M shall perform the following services for the benefit of the Owner:

A.1 GENERAL

A.1.1 Staff

Staff the Project with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement, and where appropriate, the certification requirements mandated by the state in which the Project is located .

- A.1.1.01 CH2M shall appoint a Principal Designated Operator who shall be trained, experienced and proficient in the management and operation of wastewater treatment systems comparable to the City's, shall have a State Class IV wastewater treatment system operator's certification. There shall be a twelve month period for Project Manager to receive these level of certifications whose sole employment responsibility shall be managing the Company's performance of the Project. Additionally, CH2M shall staff the Project with at least one (1) employee which has a State Class IV wastewater treatment system operator's certification and at least one (1) employee which has a State Class III wastewater collection system operator's certification and be otherwise appropriately certified under Applicable Law. CH2M shall advise Owner when there is no local project staff with a Level IV treatment certification or Level III collection certification. Owner shall have the right to review and approve a change in project manager, which shall not be unreasonably withheld. CH2M shall use its best effort to maintain a stable work force with low turnover particularly in key positions such as the project manager and first-line supervisors. Owner shall have the right to review and approve a change in project manager, which shall not be unreasonably withheld. CH2M shall use its best effort to maintain a stable work force with low turnover particularly in key positions such as the project manager and first-line supervisors.
- A.1.1.02 Operate, maintain and/or monitor the Project such that the Project is staffed at least Monday through Friday during business hours. CH2M shall be responsive to alarms and emergency calls 24 hours per day, 7 days per week, within one (1) hour of its occurrence. CH2M shall designate a minimum of one (1) staff member as standby to respond to such calls.
- A.1.1.03 Place at each permanently staffed Project facility, a copy of CH2M's corporate safety program and provide all employees training specific to this Program, within forty-five (45) days from the effective date of this Agreement. The cost of any capital improvement required at the Project to bring the facilities within OSHA compliance will be paid by the Owner.
- A.1.1.04 Provide job related training for personnel in the areas including but not limited to operation, quality, maintenance, safety, supervisory skills, regulatory compliance, laboratory, and energy management. Where employees are

required by law or regulation to hold current licenses, certificates or authority to perform the work required of their respective positions, CH2M shall provide the training and agree with the employee to a reasonable time frame for the employee to qualify for such certificate, license or authority.

- A.1.1.05 Cooperate with Owner and any consultants and contractors retained by Owner for any planning, design, and construction related to the Project. CH2M's cooperation shall be limited to operations and operability related support.
 - A.1.1.06 Cooperate with Owner and any consultants retained by Owner for any performance audits of the project. Provide access to operational cost information during normal business hours
 - A.1.1.07 CH2M shall be Owner's representative to the South Coast chapter of the Utilities Coordinating Council and shall attend meetings at least once per quarter. Owner shall pay for costs incurred by CH2M to attend such monthly meetings, including the annual membership fee.
 - A.1.1.08 CH2M shall perform BOD and TSS laboratory testing for samples provided by Charleston Sanitary District, North Bend/Coos Bay Water District and Bunker Hill Sanitary District, on behalf of Owner. This will be incorporated into the Base Fee. This is due on the 10th day of each month.
 - A.1.1.09 Comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring.
 - A.1.1.10 In the event one or both of the upper management leaves the project CH2M shall provide a full time onsite replacement within two weeks of departure.
- A.1.2 Alterations, Repairs and Maintenance
- A.1.2.01 Perform Preventative Maintenance and Repairs for the Project, subject to the Repairs Limit of \$187,715. If repair budget is expended, prior to the end of the Fiscal Year, CH2M shall invoice the owner all costs in excess of the repair budget. CH2M will coordinate with the owner and provide a budgetary number for the repairs. CH2M shall not defer maintenance to the next fiscal year unless approved by the Owner.
 - A.1.2.02 Pay all cost incurred in normal Project operations except as otherwise included in Article 4 - Owner's Responsibilities.
 - A.1.2.03 Review and implement the Electricity Management Plan which was developed by CH2M and Owner.
 - A.1.2.04 Comply with Owner's purchasing policies for Major Repairs. CH2M shall utilize the Owner's "Request for Quotes" worksheet and submit to Owner for approval prior to purchase.

- A.1.2.05 All grounds, facilities, equipment, and vehicles now owned by Coos Bay or acquired by Coos Bay shall remain the property of Coos Bay. Such property cannot be disposed of by CH2M without the express written consent of Coos Bay and the completion of the City Fixed Asset Disposition Report.
- A.1.2.06 Maintain aesthetics of the facilities, including maintaining all facilities in a clean, neat and orderly fashion.
- A.1.2.07 Administrative and other occupied spaces shall be kept clean, dry, and habitable. Other spaces and floors shall be free of sewage, screenings, sludge and debris.
- A.1.2.08 Equipment, tools, and material will be properly stored.
- A.1.2.09 CH2M will with Owner to create and maintain and CH2M will update annually a report called The Fixed Asset List, by October 31st of each contract year that includes an inventory of all tools, portable equipment and other equipment, which cost above \$500.00 dollars.
- A.1.2.10 Assist Owner with capital improvement planning. Provide City with a list of Capital items for fiscal year needs and the following two fiscal years. Conduct a condition assessment every two years (September 2016 and 2018) and provide report to owner and work with Owner to explore alternative delivery methods to implement capital improvements in the most cost-effective manner.
- A.1.2.11 Provide Owner, on a monthly basis, a report of direct cost including the following:
- (a) CH2M shall determine and report the cost of Plant 1, Plant 2, and Collection System. The collection system will combine all costs previously reported for the sanitary collections system, pump stations, stormwater collection system, and biosolids handling.
 - (b) CH2M shall do an analysis of the loadings to both WW Plants to provide the Owner's Representative the information to determine the proportionate loadings for Charleston Sanitary District, North Bend Water District and the Bunker Hill Sanitary District.
 - (c) CH2M's analysis shall be the basis for Owner to determine the proportional cost allocation for Charleston Sanitary District, Coos Bay - North Bend Water District and the Bunker Hill Sanitary District.
- A.1.2.12 For areas under CH2M's control, trees and shrubs shall be kept trimmed, grass shall be maintained, and other grounds shall be free of noxious weeds.
- A.1.2.13 In any emergency affecting the safety of persons or property, or regulatory compliance, CH2M shall act without written amendment or change order, at

CH2M's discretion, to prevent threatened damage, injury or loss; provided however, that CH2M shall obtain prior Owner approval for any emergency expenditure in excess of Seven Thousand Five Hundred Dollars (\$7,500.00). CH2M will notify Owner as soon as reasonably possible prior to authorizing the emergency expenditure and shall be compensated by Owner for any such emergency work notwithstanding the lack of written amendment or change order, provided that CH2M contacted the owner prior to authorizing the emergency expenditure. Such compensation shall include CH2M's direct costs for the emergency work plus fifteen percent (15%).

- A.1.2.14 CH2M shall have the responsibility to ensure that the City fleet operated by CH2M employees meets all compliance standards set by the Federal Department of Transportation (DOT) and CH2M will ensure timely report of any defects or deficiencies to the Owner for scheduling repairs. CH2M employees shall only operate fleet equipment they are trained and qualified to operate. CH2M employees shall read and understand all manuals prior to operating fleet equipment that will be provided by Owner. CH2M shall ensure the safe and satisfactory operation of City fleet.

A.2 WASTEWATER TREATMENT PLANT

- A.2.1 Within the design capacity and capability of the Wastewater Treatment Plants (the "WW Plants"), manage, operate, and maintain the WW Plants so that effluent discharged from the WW Plants meet the Clean Water Act and the requirements specified in NPDES Permit No. 100699 and 100771 and other applicable/related permits issued by EPA, the State or local authorities, unless one or more of the following occurs: (1) influent does not contain Adequate Nutrients to support operation of the WW Plants' biological processes and/or contains Biologically Toxic Substances or other substances that may cause pass-through or interference that cannot be removed by the existing processes and facilities; (2) discharge into Owner's sewer system that violate any or all regulations as stated in the applicable Sewer Ordinance and, (3) the flow, influent biochemical demand (BOD5,) and/or total suspended solids (TSS) exceeds the WW Plants' design parameters and other parameters that exceed the plant's Maximum Allowable Headworks Loadings, in which case Appendix B specifies responsibilities and remedies.
- A.2.2 Within the design capacity and capability of the WW Plants, operate the WW Plants in a manner such that odor and noise are minimized.
- A.2.3 Prepare and submit to Owner for transmittal to appropriate agencies, all regulatory reports pertaining to the facilities specified herein.
- A.2.4 CH2M shall comply with all current local, State and Federal notice and reporting requirements, regarding violations, upsets, excursions, or emergencies related to the Plants.
- A.2.5 Assist the Owner with the NPDES permit renewal process by providing Project information within CH2M's possession and control. Any additional assistance requested by the Owner will be handled as a Change in Scope.

- A.2.6 CH2M shall coordinate for the disposal of screenings, grit, scum, and other debris using Owner's agreement with local disposal site, at no cost to CH2M.
- A.2.7 In the event that the CH2M's negligent actions result in the loss of use of such biosolids disposal site, CH2M will pay for the disposal of sludge until such time those negligent actions are corrected.
- A.2.8 Where land application is used as the method for disposal of biosolids, CH2M shall comply with the State and Federal regulations, including 40 CFR 503 applicable to such method. Specifically, CH2M shall assist Owner in securing all permits and land use agreements, and perform soils and biosolids testing, and report the volume and quantity of biosolids land applied. CH2M may use the existing Owner secured permits and land application sites. CH2M will maintain the lagoon facility located at eastside property. Keeping grass and weeds maintained. Keep no more than one year stored sludge in lagoon unless solids hauling is suspended beyond CH2M's controls, CH2M HILL will attempt to remove and apply annually all sludge that is generated from the two wastewater treatment facilities. CH2M will provide biosolids report to owner annually no later than February 19th of each contract year.
- A.2.9 Perform all laboratory testing and sampling currently required by the State and Federal Clean Water Act, NPDES Permit, NPDES referenced documents and all Federal or State issued permits. Additional laboratory testing and sampling requested by the Owner will be provided on a fee per test basis to be determined at the time of the request. This additional testing will be considered a Change in Scope.
- A.2.10 Pay for the outside laboratory cost of analyzing soil samples of biosolids for beneficial use sites. Changes in the location of solids disposal and biosolids beneficial use sites may constitute a change in the scope of services if such changes affect cost.
- A.2.11 Document all Preventive Maintenance for the WW Plants 1 and 2. Owner shall have the right to inspect these records during normal business hours.
- A.2.12 Document Repairs for the WW Plant. CH2M will provide Owner with a monthly report on the expenditures of Repairs.
- A.2.13 Budget for and ensure digesters are cleaned as needed or on 5 year intervals from date of this contract.

A.3 COLLECTION SYSTEM

- A.3.1 Within the design capacity and capability of the Project, manage, operate, and maintain the sanitary sewer collection systems (including associated pump stations) so that free flowing conditions are maintained and overflows are minimized, using three (3) FTEs for up to 6240 hours of service per year. In the event that additional hours are needed, that shall be considered a Change in Scope.
- A.3.2 Inspect and "high pressure clean" the sanitary collection system, including lines, manholes, and clean outs in accordance with a mutually agreed upon schedule, with the entire system

being cleaned once every five years and starting at the upstream portion of the system and working downstream. Locations not accessible by motorized inspection and cleaning equipment are excluded. These locations must be mutually agreed upon by Owner and CH2M. CH2M shall provide a list of these locations for consideration 60 days after signing contract. When roots are encountered during routine "high pressure cleaning", a root cutting tool shall be used to remove such roots. Within ninety (90) calendar days of such observation, such location shall be placed on the "Hot Spot" list and scheduled for routine root cutting on a ninety (90) day schedule until such time as the root intrusion is eliminated. A preventive maintenance schedule to "high pressure clean" problem areas ("Hot Spots") shall be mutually agreed upon and specified herein. The schedule shall identify the specific location and frequency of cleaning for each Hot Spot, and may only be modified, as mutually agreed upon in writing. Owner will seek alternative solutions to correct the cause(s) for the listing of any Hot Spot with the intent that such a location be eventually removed from the Hot Spot list. CH2M will provide Owner with an annual list of "Hot Spots" every December 30th.

- A.3.3 Use the Electro Scan equipment, at the request of client, to evaluate portions of the Collection System, subject to the limitation set forth in Section A.3.1, above.
- A.3.4 The storm water collection system including lines, manholes, tide gates and catch basins will be inspected and cleaned, on an as needed basis to maintain free flowing conditions: No requirement to clean and inspect the entire storm water system is contemplated during the term of this Agreement.
- A.3.5 Respond to blockages upon one (1) hour of notification. Due diligence shall be exercised to clear the blockage. If the blockage cannot be cleared using equipment assigned to the Project for CH2M's use, CH2M will bypass the affected area and notify the Owner of the situation. CH2M shall respond to blockages which occur within any collection line up to the lateral connection to the public or private property. CH2M will not be responsible or liable from the main sewer line to the public or private property.
- A.3.6 Perform up to ten (10) emergency line repairs per year to a maximum depth of excavation not to exceed eight (8) feet in depth and not more than twenty (20) feet in length. Excess line repairs or repairs which exceed the depth or length limitation will be procured and paid for directly by Owner. In the event cleaning or inspection discloses a line repair with a requirement to excavate, CH2M will assume responsibility for the excavation, trenching, and back-filling s associated with the repair or replacement of pipe.
- A.3.7 Perform up to seven hundred (700) line locates annually, using Owner-provided GIS maps which will show the locations of all public sanitary and storm water lines associated with Owner's wastewater collection system. CH2M shall be entitled to rely the accuracy of information provided by Owner and shall not be responsible for any repairs to private property or public utilities resulting from errors in marking due to insufficient or erroneous information supplied by Owner. CH2M shall identify discrepancies observed on the maps no more than five (5) working days after the discovery.

- A.3.8 Maintain a record of activities, including: for routine cleaning, the date, location, and feet of lines serviced; for blockages, the date, time, location, and to the degree possible, cause(s) for such blockage; and for other observations or activities, a record of the date, time, and a brief description.
- A.3.9 Culverts and tide gates shall be inspected semiannually and a report submitted to Owner (September and April, April's report will include photos, of each contract year).
- A.3.10 Adjust manholes and control vectors as needed.
- A.3.11 Televising lines to locate lateral and stub-out connections and sources/causes of problems as needed.
- A.3.12 Assist Owner with dye and smoke testing to locate laterals, broken lines and illegal connections.
- A.3.13 Provide potholing services, dry excavation, using Owner equipment at locations requested by Owner for up to 300 man hours/year. Owner shall give CH2M scheduling two weeks prior to services, except for emergency situations.
- A.3.14 Perform, at Owner request, dry excavation of catch basins on city property and city pool. Owner shall give CH2M scheduling two weeks prior to service, except for emergency situations.
- A.3.15 CH2M shall be responsible for all SSO reporting requirements as mandated by ODEQ. CH2M shall submit information to support a public service announcement to the City within 4 hours of identifying an SSO event. The information, at a minimum, shall contain details about the spill (who was the spill reported to), location of spill, receiving waters/storm drain system that were affected by spill, and any other pertinent information.

A.4. COMMUNICATION AND REPORTING

- A.4.1 CH2M project staff shall meet with the City on a predetermined schedule, for an operations process control and coordination meeting. The Project Manager and, if requested by the City, other CH2M staff each shall personally attend such weekly meetings with the City, and all City special meetings that the City may reasonably request from time to time, to review management, operational, performance and planning matters arising with respect to the Project.
- A.4.2 CH2M shall provide the City with monthly operations reports no later than the 20th of each month in a form approved by the City. CH2M shall furnish the City, within 90 days after the end of each Contract Year, an annual report including a summary of the information contained in the monthly operations reports. CH2M shall also perform and report to the City, as part of its annual operations report, the results of a performance evaluation which reviews and analyzes the administrative, operational and maintenance practices employed for the project. CH2M shall also furnish the City, as part of its annual operations report, a listing of any forecasted major maintenance, repair and replacements CH2M recommends

the City perform. This list shall not only include the next contract year, but project out for an additional two years. This list is due December of each contract year.

A.4.3 CH2M shall provide to the City copies of any written notice of a material default, breach or non-compliance received or sent under or in connection with any material contract entered into by the CH2M in connection with the Contract Services.

A.4.4 CH2M shall provide to the City copies of all communications and reports furnished to any Governmental Body simultaneously with their submittal to the Governmental Body.

DRAFT

APPENDIX B – CAPACITY AND CHARACTERISTICS

B.1 CAPACITY AND CHARACTERISTICS OF WASTEWATER TREATMENT PLANT

B.1.1 Wastewater Treatment Plant Design Capacity is described as follows:

<u>Parameter</u>	<u>Plant 1</u>	<u>Plant 2</u>
Dry Weather Maximum Month		
Flow, million gallons/day	2.9 mgd	1.17 mgd
BOD5, pounds per day	2670 lbs/day	2595 lbs/day
TSS, pounds per day	3410 lbs/day	2595 lbs/day
Peak Flow	15 mgd	4.84 mgd

All parameters shall be based on the design average dry weather flow with the Daily Peaking Factor being the multiplier applied to the design average dry weather flow.

B.1.2 CH2M shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.

B.1.3 The Base Fee for services under this Agreement is based on the following Project influent characteristics per current information compiled by CH2M:

Parameter	Plant 1	Plant 2
Flow, million gallons/day	2.32 mgd	1.11 mgd
BOD5, pounds per day	2828 lbs/day	2084 lbs/day
TSS, pounds per day	3991 lbs/day	2385 lbs/day

Note: Flows and Loadings based on 12 month moving average plus 10%

B.1.4 CH2M shall be responsible for performing the Scope of Services as set forth in Appendix A, in accordance with the treatment standards established in Appendix B, but shall not be responsible for events outside the control of CH2M, which include but are not limited to:

B.1.4.01 Materials or liquids contained in the raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project;

B.1.4.02 Vandalism; and/or

B.1.4.03 Unforeseen Circumstances.

APPENDIX C – LOCATION OF PROJECT

C.1 CH2M agrees to provide the services necessary for the operation, maintenance, and management of the facilities described herein:

C.1.1 All equipment, grounds, and facilities now existing within the property boundaries, areas previously used in the past of or being used to operate Owner's WW Plants and Pump Stations located at:

Plant 1 -680 Ivy Ave

Plant 2 -100 Fulton Ave

Lagoon and Shops located at 9th &D Street

Cathodic protection located on Bunker Hill Bridge and PS09

Pump Stations:

PS01	690 Front street
PS02	834 1 st St.
PS03	Plant 1 P.S.
PS04	299 S. 10 th St.
PS05	2006 woodland Dr.
PS06	400 Kruse St.
PS07	421 Morrison
PS08	1812 Newmark
PS09	1890 Southwest Blvd.
PS10	2599 Woodland
PS11	299 Commercial
PS12	3000 Ocean Blvd.
PS13	2366 Ocean Blvd.
PS14	150 Mill St.
PS15	223 Johnson
PS16	999 Lakeshore Dr.
PS17	699 6 th St.
PS18	545 Whitty
PS19	321 9 th Ave.
PS21	1472 Coos River Hwy
PS22	585 S. 4 th St
PS23	494 ½ Grant Avenue
PS24	850 W Park Roadway (Scout Cabin)
PS25	355 Hull (Empire Lakes)
PS26	550 D Street (Eastside Boat Ramp)
Stormwater Sump	755 Grant St.

C.1.2 All equipment, grounds, and facilities now existing within the current service boundaries of the Owner's Collection System and identified in Owner's Collection System maps, inventory list, or other documents. The Collection System includes all force mains, gravity sewers, manholes, and clean outs in the quantities described as follows:

89 Miles of Sanitary Collection Lines

42 Miles of Storm Water Collection Lines

40 Tide Gates

List of Culverts: This list may not be representative of all the culverts within Coos Bay. The following list of culverts includes the major culverts as identified in the 2006 Stormwater Master Plan. As additional culverts are identified this list may be updated annually.

<u>Map No.</u>	<u>Location</u>
01-C	Chickses Creek at Lakeshore Drive
02-C	Chickses Creek at Taylor Ave.
03-C	Chickses Creek (west fork) at Harris Ave.
D4-C	Chickses Creek (east fork) at Morrison St.
F1-C	Empire Blvd. 200' north of Schetter Ave.
F2-C	Marple Street 200' north of Schetter Ave.
G1-C	Cape Arago Hwy. 300' north of Fulton Ave.
G2-C	Marple Street 450' north of Fulton Ave.
G3-C	Wall Street south of Webster Ave.
G4-C	Wasson Street south of Webster Ave.
G5-C	505/515 S. Wasson Street
G6-C	Pacific Ave. between Cammann and Main
G7-C	Cammann St. 200' south of Webster Ave.
H1-C	First Creek at WWTP no. 2 access road
H2-C	N. side of Cape Arago Hwy. near WWTP no. 2
H3-C	Cape Arago Hwy. 150' south of Fulton Ave.
L1-C	N side of Ocean Blvd. across from K-Mart
L2-C	Ocean Blvd. 60' EAST OF Lindy Lane
M1-C	Ocean Blvd. 200' west of Water Board
O1-C	Ocean Blvd. 550' west of Woodland Drive
O2-C	S. side of Ocean Blvd. near 19 th Street
S1-C	6 th Ave. 100' south of F Street (Eastside)
S2-C	9 th Ave. 300' south of F Street
T1-C	Coos River Hwy. 70' west of 16 th Ave.
T2-C	Coos River hwy. 100' west of D Street
T3-C	Coos River hwy. 350' west of D Street

C.1.3 List of Tide Gates:

INVENTORY OF COOS BAY TIDE GATES

OMI	DYER SWMP *	Tide gate ID: #	LOCATION	SIZE of Outfall	Tide Gate Type	TYPE	REGION	SECTION	QTR	NOTES FROM DYER & OMI RECORDS	CITY/ROW/PRIVATE	ADJACENT/PRIVATE PROPERTY INFORMATION	Contact Number	Year Built, Refurbished, or Upgraded
1	1	1	1434 SW Blvd adjacent to Dakota Ave	42"	Mitigate or	CMP	CBS	2513	34D D	Difficult access due to steep banks, failing CMP pipe, scheduled to be replaced in 2004. Tends to silt in and catch debris.	Private	Tax Lot 5500 – Parry, Bruce A 738 Edwards ave	541-888-6265	scheduled replace 2004
2	2	2	S. 7 th St. & Lockhart Ave on Coal Bank Slough	12"	Flap Gate	CONC	CBS	2513	35C C	Silts in, needs cleaning, and is stuck shut	ROW	Tax Lot 601 – Dan, Mary Robertson, 62535 Catch Slough Rd		
3	3	3	S. 5 th St & Lockhart Ave	36"	Flap Gate	CMP	CBS	2513	35C C	(Manhole Certified Entry Only) Valve. There are 4 pipes that connect to this manhole including the outfall with the tide gate.	ROW	Tax Lot 601 – Dan, Mary Robertson, 62535 Catch Slough Rd		Refurbished 2003
	3A	4	S. 5 th St & Lockhart Ave	12"	Flap Gate	PVC	CBS	2513	35C C	(Manhole Certified Entry Only) Valve	ROW	Tax Lot 601 – Dan, Mary Robertson, 62535 Catch Slough Rd		Refurbished 2003
	3B	5	S. 7 th ST. & Kruse Ave	8"	Flap Gate	?	CBS	2513	34D A	TG in elevated catch basin with no outfall. Area floods, TG only functional if flood waters don't rise above the basin.	City/ROW	500 Central Avenue		
4	3C	6	S. 5 th St. & Coal Bank Slough	36"	Flap Gate	CMP	CBS	2513	35C B	Submerged even at minus tide	City/ROW	Tax Lot 601 – Dan, Mary Robertson, 62535 Catch Slough Rd		Refurbished 2003
	4	7	S. 5 th St. & Coal Bank Slough	24"	Flap Gate	PVC	CBS	2513	35C B	CMP abandoned pipe located east of this gate	ROW	500 Central Avenue		Upgraded 2001
5	5	8	S. 2 nd St. & Coal Bank Slough	12"	Duckbill Check Valve	PVC	CBS	2513	35C C		ROW	500 Central Avenue		
6	6	9	S. Broadway & Coal Bank Sough	24"	Flap Gate	HDPE	CBS	2513	35C D		ROW	500 Central Avenue		

7	7	10	S. First St. & Coal Bank Slough	24"	Flap Gate	CMP	CBS	2513	35C D	Les' Sanitary yard & parking area drain into sediment basin with trash grate that is plugged. Recommend at least annual service	ROW	Leslie P. Golbeck 4325 Commerce St #11 Eugene, Or 97402	541-267-2848	
	7A	11	S. of S. Front St. & Coal Bank Slough	12"	N/A	?	CBS	2513	35C D	Has sediment basin. Recommend at least annual service Outfall only	ROW	Leslie P. Golbeck 4325 Commerce St #11 Eugene, Or 97402	541-267-2848	
8	8	12	Johnson Ave & S. Front St.	42"	Flap Gate	?	IS	2513	35C A	Leaks around frame, pump activity creates potholes 29temporarily mended. Permanent repair is needed (Certified Entry Only)	City/ROW	500 Central Avenue (Verify Location)		
9	9	13	Hwy 101 & Golden Ave	36"	Flap Gate	Steel	IS	2513	35B D	Serves downtown storm drains. 36" steel pipe discharges vault. (Certified Entry Only)	ROW	500 Central Avenue		
	9A	14	Hwy 101 & Golden Ave	15"	Flap Gate	?	IS	2513	35B D	Raw sewer overflow point. Has been plugged at connection to sanitary sewer, but still has flow indicating path to drain from HWY (Certified Entry Only)	ROW	500 Central Avenue		
10	10	15	200' N. of Golden Ave on HWY 101 (see map)	12"	Missing	CMP	IS	2513	35B A	Drains area around RR tracks. Holes in pipe. Recommend replace both CMP pipe & TG	ROW	Tax Lot 500 – Port of Coos Bay PO Box 1215 Coos Bay 97420	541-267-7678	
11	11	16	150' N. of Elrod Ave on Isthmus slough (see map)	12"	None	WOOD	IS	2513	35B A	Extremely poor condition. Recommend dye testing to verify flow, replace outfall and TG.	Private	Tax Lot 500 – Port of Coos Bay PO Box 1215 Coos Bay 97420	541-267-7678	Prior to 1940
12	12	17	Curtis Ave on Isthmus slough	6' x 8'	Timber Flap Valve	Timber Flap Valve	IS	2513	35B A	Tide water bypasses the gate through cracks in concrete box culvert eroding space under culvert. Recommend monitoring annually	City	Tax Lot 100 – 500 Central Avenue		
13	13	18	Anderson Ave @ the Boardwalk	12"	Flap Gate	?	IS	2513	26C D	No access – gate below tide level	City	Tax Lot 400 – 500 Central Avenue		
14	14	19	Central Ave @ the Boardwalk	24"	Flap Gate	CMP	IS	2513	26C D	Debris can get wedged in gate.	City	Tax Lot 400 – 500 Central Avenue		
14	14A	20	Central Ave @ the Boardwalk	18"	Flap Gate	CMP	IS	2513	26C D	Has a broken end	City	Tax Lot 400 – 500 Central Avenue		
15	15	21	3 rd St. & Commercial Ave	24"	Flap Gate	?	IS	2513	26C C	Adjacent to pump station #11. Prevents back flow to gravity storm system when pump station is activated. (Manhole Certified Entry Only)	City	Tax Lot 4100 – 500 Central Avenue		
15	15A	22	3 rd St. & Commercial Ave	12"	Flap Gate	?	IS	2513	26C C	Adjacent to pump station #11. Prevents back flow to gravity storm system when pump station is activated. (Manhole Certified Entry Only)	City	Tax Lot 4100 – 500 Central Avenue		
16	16	23	Commercial Ave @ the Boardwalk	36"	Flap Gate	CONC	IS	2513	26C D	Stainless steel supports	City	Tax Lot 200 – Sause bro. 3710 NW Front ave CB	541-269-5841	

17	17	24	Market Ave & Front St.	30"	Flap Gate	?	IS	2513	26C A	Shows signs of corrosion. Sause Brothers' personnel stated no history of tide water backing up. (Certified Entry Only)	ROW	Tax Lot 1401 – Sause bro. 3710 NW Front ave CB	541-269-5841	
18	18	25	Birch Ave & Front St.	?	None	?	IS	2513	26C A	No TG or outfall. Sanitary overflow plugged with concrete. (Manhole Certified Entry Only)	City	Tax Lot 8001 – Coos Bay Tow Boat Company 686 N. Front St	541-267-6555	
19	19	26	Ivy Ave & Bayshore Dr.	24"		?	CBR	2513	26B B	60% blockage with sand and debris. TG cannot fully close. (Certified Entry Only)	ROW	500 Central Avenue		
20	20	27	Koos Bay Blvd @ Coast Guard dock	12"	Flap Gate	CMP	CBR	2513	26B B	Under dock. Signs of corrosion in CMP where gate is mounted. Recommend monitoring at least annually and pipe replaced if corrosion goes through pipe	Private	Tax Lot 101 – Coast Guard PO Box 1215 Coos Bay, 97420	541-267-6981	2006
		28	Koos Bay Blvd by Coast Guard Dock	36"	Duckbill Check Valve	HDPE	CBR	2513	26B B	Next to (N) of Coast Guard dock	Private	Tax Lot 101 – Coast Guard PO Box 1215 Coos Bay, 97420		≈2007
21	21	29	Koos Bay Blvd & N. 6 th	18"	None	PVC	CBR	2513	26B B	24" outfall lined with 18" PVC. Serves storm water only. TG removed and outfall cemented. (Certified Entry Only)	ROW	500 Central Avenue		
22	22	30	Kingwood Ave & the Bay	18"	Flap Gate	CMP	CBR	2513	26B B		Private	Tax Lot 100 – Port of Coos Bay PO Box 1215 Coos Bay 97420	541-267-7678	
23	23	31	Myrtle Ave & the Bay	15"	Flap Gate	CMP	CBR	2513	22D D	Extremely poor condition with all flow bypassing the gate through holes in pipe.	Private	Tax Lot 6600 – Port of Coos Bay PO Box 1215 Coos Bay 97420	541-267-7678	
24	24	32	Pine Ave & the Bay	24"	Flap Gate	CMP	CBR	2513	22D D	Has consistent flow	ROW?	Tax Lot 5100 – Port of Coos Bay PO Box 1215 Coos Bay 97420	541-267-7678	
25	25	33	Fulton Ave. – Waste Water Plant #2	36"	Flap Gate	CMP	EM	2513	19D A	1 – 36" pipe 75' W. of Empire @creek. Pipes in fair condition	Private	500 Central Avenue		TG Rebuilt
		34	Fulton Ave. – Waste Water Plant #2	36"	Flap Gate	CMP	EM	2513	19D A	1 – 36" pipe 75' W. of Empire @creek. Pipes in fair condition	Private	500 Central Avenue		TG Rebuilt
	27	35	Hwy 101 & Teakwood Ave	24"	Flap Gate	CMP	CBR	2513	22D A	Pipe and tidegate in poor condition.	?	? (Verify location)		
	E1	36	E. of Montana Ave on	60"		CPP	CBS	2613	3AD	Englewood Diking District maintains	Private	County		Pipe Replaced 2001<2005

			Middle Creek											
E2	37		E. of Pennsylvania Ave on Coal Bank Slough	36"		?	CBS	2613	3AC	Englewood Diking District maintains	Private	County		≈1995
E3	38		Middle Creek, SW Blvd, N. of Illinois Ave	12"	Flap Gate	CPP	CBS	2613	3AC	City of Coos Bay maintains (Verify location)	City	500 Central Avenue		Installed 2002
E4	39		Middle Creek, SW Blvd, N. of Illinois Ave	12"	Flap Gate	CPP	CBS	2613	3AC	City of Coos Bay maintains (Verify location)	City	500 Central Avenue		Installed 2002
E5	40		Middle Creek, SW Blvd, N. of Illinois Ave	12"	Flap Gate	CPP	CBS	2613	3AC	City of Coos Bay maintains (Verify location)	City	500 Central Avenue		Installed 2002

***LEGEND**

CBR – Coos Bay River

CBS – Coal Bank

Slough

IS – isthmus Slough

EM – Empire

SWMP – Coos Bay 2004 Storm

Water Master Plan

OMI – Operations Management International – Field Data Obtained

From Tide Gate Binder, No Date associated.

NOTE: Only certified personnel will be able to enter tide gates that are in manholes, catch basins or confined spaces. Labeled- (Certified Entry Only)

Red denotes information to be checked

Blue Denotes recommended

action from Dyer SWMP

***LEGEND**

CMP – Corrugated Metal Pipe

CONC – Concrete

CPP – Corrugated Plastic Pipe

PVC – Polyvinyl Chloride

HDPE – High Density Polyethylene

APPENDIX D – COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA

D.1 COMPENSATION

D.1.1 Owner shall pay to CH2M as compensation for services performed under this Agreement a Base Fee of One Million Eight Hundred Nineteen Thousand Seven Hundred Thirty One Dollars (\$1,819,731) for the first year of this Agreement. The Base Fee shall be the sum of the Direct Costs, the Repair Costs, and the Management Fee. The Direct Costs and Repair Costs for each contract year shall be negotiated each year by December 15th as an estimate and finalized by March 1st, as further specified in Appendix D.4 below. The Base Fee Includes the following:

D.1.1.01 The estimated Direct Costs for the first contract year is One Million Two Hundred Sixty One Thousand Two Hundred Thirty Dollars (\$1,362,452).

D.1.1.02 The estimated Repair Costs for the first contract year is One Hundred Eighty Seven Thousand Seven Hundred Fifteen Dollars (\$187,715).

D.1.1.03 The Management Fee shall be Two Hundred Seventy Seven Thousand Five Hundred Eighty Six Dollars (\$245,241), based on eighteen percent (18%) markup on Direct Costs and Repair Costs.

D.1.1.04 The Base Fee is based on the facilities set forth in Appendix C. The Parties agree to renegotiate the Base Fee when alternate facilities are brought into operation.

D.1.1.05 The services provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by Unforeseen Circumstances will be billed to the Owner for reimbursement.

D.1.2 Limitations

D.1.2.01 The total amount Owner will be required to pay for Direct Costs will not exceed the estimated annual Direct Cost of \$1,362,452.00 for the contract year identified under Appendix D.1.1. CH2M shall provide Owner with a detailed listing of Direct Costs over the estimated Direct Costs, and CH2M shall pay for all Direct Costs in excess of such limit. CH2M shall rebate to Owner the entire amount that the actual annual Direct Costs is less than the estimated annual Directs Costs.

D.1.2.02 The total amount CH2M will be required to pay for Repairs will not exceed the annual Repairs Limit of \$187,715.00 for the contract year identified under Appendix D.1.1. CH2M shall provide Owner with a detailed invoice of Repairs over the annual Repairs Limit, and Owner shall pay CH2M for all Repairs in excess of such plus the 18% Management Fee. CH2M shall rebate to Owner the entire amount that the cost of Repairs is less than the annual Repairs Limit.

D.2 CHANGES IN COMPENSATION

D.2.1 Changes in the Base Fee shall be negotiated annually by the Commencement Date hereof. CH2M shall provide an estimate of the adjustment no later than December 15th with the intent that the negotiations will be final no later than March 1st. Base Fee adjustments shall be negotiated taking into consideration expenditures for Project management labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships, training supplies and other direct and repairs costs, as the basis of adjustment of the Base Fee. Owner and CH2M agree that good faith negotiations resulting in mutual agreement are the preferred methodology to be used to determine changes in the Base Fee. In the event that Owner and CH2M fail to agree, the Base Fee will be adjusted using the Base Fee Adjustment Formula shown in Appendix D.4. Upon each contract year renegotiation, CH2M shall continue to invoice Owner at the previous amount until written agreement between the parties as to the new contract year Base Fee, upon which CH2M shall issue an invoice retroactively adjusting the previous contract year Base Fee amount.

D.2.2 Compensation for Changes in Scope shall be handled as set forth in Section 13.3.

D.3 PAYMENT OF COMPENSATION

D.3.1 One-twelfth (1/12) of the Base Fee for the current year shall be due and payable on the first of the month for each month that services are provided.

D.3.2 All other compensation to CH2M is due on receipt of CH2M's invoice and payable within thirty (30) calendar days.

D.3.3 Owner shall pay interest at an annual rate equal to nine percent (9%) or such other percentage as may be allowed by statute, said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days, such interest being calculated from the due date of the payment.

D.3.4 In the event of a disputed or contested billing, only that portion so contested shall be withheld from payment, and the undisputed portion shall be paid. Interest shall accrue on any contested portion of the billing and shall be immediately payable if the contested billing is resolved in favor of CH2M. No interest will be due on any disputed portion of the billing if the dispute is ultimately mutually resolved.

D.4 BASE FEE ADJUSTMENT FORMULA

$$ABF = BF \times AF$$

Where:

BF = Base Fee specified in Appendix D.1.1

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

AF = $CPI \times 1$

CPI = The twelve month percent change (from December of the prior year to December of the current year) in the Consumer Price Index, as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: West Region All Items, 1982-1984=100 – CUUR0400SA0.

DRAFT

APPENDIX E –PROJECT VEHICLES AND EQUIPMENT

The Project includes all vehicles, rolling stock, and other equipment as follows:

Year	Make	Model Description	Equipment/Vehicle ID No.		
*2012	Dragon Vac Tank Trailer	1UNST4225CL114521	E260269	no.	803
2008	Ford F150 pickup	1FTRF12W88KC27854	E243063	no.	804
1989	Ford Van	1FTEE14Y9KHB56877	E172303	no.	805
2012	Ford F550	1FDUF5HT8CEC50908	E260258	no.	807
2010	Kenworth Tractor	1XKDD40X4AJ270083	E247085	no.	808
1990	International truck	1HTGLJXT8LH248937	E208764	no.	809
2005	Freightliner Vac truck	1FUBCYDC85HV10651	E260263	no.	811
1995	Chevrolet C3100 V-8	1GBKC34FOSJ118938	E197213	no.	812
2009	Chevrolet Silverado 2WD	1GCEC14079Z211265	E247070	no.	816
2009	Chevrolet Silverado 2WD	1GCEC14069Z213458	E247071	no.	817
2009	Chevrolet Silverado 2WD	1GCEC14079Z211461	E247073	no.	818
2009	Chevrolet Silverado 2WD	1GCEC14089Z211520	E247072	no.	819
2007	Freightliner (sludge truck)	1FVXAU0028PZ13174	E255835	no.	820
2014	Ford E450 Cube Truck CCTV	1FDXE4FS0EDB16889	E260287	no.	901
2008	Ford F450 P/U	1FDXF46Y38EE37079	E243090	no.	902
2009	International Sewer Cleaner	1HTWXAHT69J054617	E243088	no.	907
1996	Ford LNT8000 truck	1FDZW82E0TVA05067	E260285	no.	916

APPENDIX F – PERMITS

Plant 1:

NPDES Permit Number: 100699

Expiration Date:

File Number: 19802

EPA No. OR002357-4

Plant 2:

NPDES Permit Number: 100771

Expiration Date:

File Number: 19821

EPA No. OR002358-2

MAO No. WQ WQ/M-WR-03-022

DRAFT

APPENDIX G – Deliverables

Number	Description	Frequency	Deadline	Contract Reference	Comments
1	Monthly Reports	Monthly	20 th Day of Each Month	A.4.2	
2	Information for Water Board Billing, Charleston, and Bunker Hill	Monthly	10 th Day of Each Month	A.1.1.08	CH2M will provide a day
3	Tidegate & Culvert Inspection Report	Biannual	September 30 th & April 30 th	A.3.10	June report contains photos
4	Capital Improvements Project List for the next 3 Contract Years	Annually	December 20 th	A.4.2	
5	Biosolids Report	Annually	February 19 th	A.2.8	
6	Annual Report	Annually	September 30 th	A.4.2	90 days after each contract Year
7	Present Annual Report to Council	Annually	1 st or 3 rd Tuesday in October	n/a	
8	Hot Spot List	Annually	December 30 th	A.3.2	
9	Fixed Asset List	Annually	October 31	A.1.2.09	Finance will provide list in September
10	Draft Amendment for next Contract Year	Annually	May 1 st	13.1	
11	Estimate of Direct Cost Adjustment	Annually	December 15	D1.1 & D.2.1	
12	Negotiations Complete for Direct Cost Adjustment	Annually	March 1 st	D1.1 & D.2.1	
13	Conditional Assessment Report	Every 2 Years	September 2016, 2018, 2020, 2022, 2024	A.1.2.10	
14	Sanitary Sewer Overflow Reports	As Required	5 Days after SSO is discovered	n/a	
15	PSA Information for SSO	As Required	4 Hours after SSO is discovered	A.3.16	This is identified in CH2M's SOP for SSO.
16	Improved GIS Data	As Required	5 Working Days After Discovery	A.3.8	Page 20 of SOQ