

Council Business Meeting

March 21, 2017

Title: Award of a Professional Services Contract in excess of \$75,000 for Design of a 2.5 MGD Water Treatment Plant and a 2.6 MG Potable Water Reservoir

From: Scott A. Fleury Engineering Services Manager

Scott.fleury@ashland.or.us

Summary:

Before the Council is award of contracts for professional engineering services with Keller Associates and RH2 Engineering. The contracts are for preliminary engineering and analysis of a new 2.5 million gallon a day (MGD) water treatment plant and a 2.6 MG water treatment reservoir (tank) commonly known as Crowson II; Park Estates and Terrace St. pump station improvements; and peer review. The Council acts as the local contract review and approval board for formally solicited consultant services. Approval of the contracts will authorize staff to move forward with engineering per the approved scope of services.

Actions, Options, or Potential Motions:

- Move to approve a professional services contract with Keller Associates in the amount of \$342,334 for the water treatment plant and Crowson II storage tank preliminary engineering phase 1.
- Move to approve a professional services contract with Keller Associates in the amount of \$48,703 for predesign engineering associated with Park Estates pump station improvements.
- Move to approve a professional services contract with Keller Associates in the amount of \$35,163 for predesign engineering associated with Terrace St.
- Move to approve a professional services contract with RH2 in the amount of \$68,380 to act as an owner's representative during preliminary engineering phase 1.

Note: Staff has separated the Keller Associates contracts per project for improved tracking of invoicing in order to facilitate the loan reimbursement process with the IFA.

Staff Recommendation:

Staff recommends the Council approve a professional services contract with Keller Associates for stage 1 preliminary engineering, Park Estates Pump Station Improvements and Terrace St. Pump Station Improvements.

Staff recommends the Council approve a professional services contract with RH2 for the peer review of Keller Associates stage 1 preliminary engineering.

Resource Requirements:

Funds to support the complete project are allocated in the current biennium and will be budgeted accordingly in the FY18/19 biennium. The negotiated costs for the Keller Associates *preliminary contracts* are as follows:

1. Preliminary engineering WTP/Crowson II	\$342,334*
2. Preliminary engineering Park Estates Pump Station	\$48,703*
3. Preliminary engineering Terrace St. Pump Station	\$35,163*
Total	\$426,200

The negotiated costs for RH2 peer review of all tasks for Keller Associates are as follows:

1. RH2 68,380*

*If approved all contracts will be on a time and materials not to exceed amount, per task as authorized by the City.

The City of Ashland has obtained a low interest loan from the IFA for \$14,811,865 at 1.79% to fund the engineering and construction of the water treatment plant. The City will seek a general obligation bond to fund the Crowson II storage tank project at a future date. The Council previously approved a funding resolution, on December 6, 2016, associated with the Crowson II storage tank project, reference attachment 5. Public Works staff will seek a bond obligation to cover costs associated with the Crowson II storage tank project.

In addition, the City has a low interest loan from the IFA for \$3,511,027 with \$1,078,026 remaining to fund improvements to Terrace St. and Park Estates pump stations. This funding must be expensed by January of 2018 in order to stay in compliance with the loan requirements.

The project will be managed and supported throughout the process by numerous public works staff representing a technical advisory group. Staff members include, Kevin Caldwell (project manager, Greg Hunter (treatment plant supervisor), Steve Walker (distribution supervisor), Michael Morrison (public works superintendent), Scott Fleury (engineering services manager) and other staff as needed.

Keller Associates and Public Works staff will present information and technical documents regarding the water quality and treatment process selection along with the sitting evaluation to AWAC for review and recommendations that will then be presented before City Council before proceeding forward with final design engineering.

Policies, Plans and Goals Supported:

The projects presented above represent the development and subsequent Council approval of the 2012 Comprehensive Water Master Plan Update. The water master plan update was the culmination of a multiyear effort between Carollo Engineers, AWAC and city staff.

Council Goals:

22. Prepare for the impact of climate change on the community.

Administrative Goals:

30. Deliver timely life-cycle capital improvements.

Background and Additional Information:

Request for Proposal Process

On August 9, 2016 a Qualifications Based Selection (QBS) Proposal for professional services for the water plant and storage tank design was advertised on the Oregon Procurement Information Network (ORPIN), in the Daily Journal of Commerce, the Mail Tribune, and posted on the City's website. A qualifications selection process entails selecting a consultant solely on their qualifications to perform the proposed scope of work. Once a consultant is selected a final scope and associated fee is developed.

The QBS breaks the scope of work into three distinct phases for the water treatment plant and storage tank.

- Contract Phase One – Preliminary Engineering
- Contract Phase Two – Final Engineering, Permitting and Bidding Services
- Contract Phase Three – Construction Engineering Services

On September 27, 2016 the City of Ashland received four (4) proposals to provide engineering services for the development of the water treatment plant and storage tank. An approval team of Scott Fleury, Engineering Services Manager; Steve Walker, Water Distribution Supervisor; Greg Hunter, Water Treatment Plant Supervisor; Michael Morrison, Public Works Superintendent and Kevin Caldwell, Senior Project Manager completed a comprehensive review of the proposal. Each proposal was scored in accordance with the criteria listed in the Request for Proposal document. Scoring was conducted individually and independently by each team member with the scores totaled to determine the top ranked firm. The results of the scoring are as follows:

CONSULTANT	TOTAL SCORE	RANK
Keller Associates	458	1
Kennedy Jenks	456	2
RH2 Engineers	451	3
Carollo	441	4

Criteria	Maximum Score
Project Approach	20
Project Experience	20
Project Team Experience	20
Demonstrated Ability to Successfully Complete Projects On Time & Within Budget	20
Preliminary Design Project Sample	20
TOTAL 100 Points	

After initial scoring was completed staff decided it was best to move forward with an interview of all four consultant firms as allowed in the selection process. Interviews were scheduled with consultant teams on November 8th and 9th, 2016. The staff interview team was identical to the team that graded the paper proposals from all consultants. Each interview lasted approximately two and a half hours and each consultant team was provided discussion topics in advance of the interview.

The results of the interview scoring are as follows:

CONSULTANT	TOTAL SCORE	RANK
Keller Associates	467	1
RH2 Engineers	451	2
Kennedy Jenks	437	3
Carollo	409	4

After determining the highest ranked proposer staff sent notice of intent to award a professional services contract to all proposers stating Keller Associates was the selected firm. Staff then entered into scope and fee negotiations with Keller Associates for the preliminary design of the treatment plant and Crowson II storage tank.

Staff met with Keller and critical team members on December 7, 2016 to begin preliminary scope and fee negotiations for the project. Staff determined the best course of action to begin the preliminary engineering phase one, was to focus first on selection of a water plant treatment train and site evaluation. Through several discussions between staff and Keller, a final scope and fee was developed, reference attachment #1. The scope and fee includes engineering work associated with the water treatment plant and Crowson II storage tank.

Major scope items for the Water Treatment Plant and Crowson II storage tank preliminary engineering design stage 1 include:

- Evaluate existing Talent Irrigation Supply line for re-purposing as a raw water transmission line to new plant
- Analyze two sites for location of treatment plant and Crowson II storage tank (Concrete Pit and Granite Pit)
- Analyze offsite piping connections to distribution system
- Evaluate sizing need of Crowson II storage tank
- Water Quality Analysis and Treatment Process Selection
- Public meetings with Ashland Water Advisory Committee (AWAC) and City Council

In addition to the Keller and Associates scope and fee, the proposal documents made allowance for the second ranked proposer if they accepted, the ability to act as the owners (City) representative to assist in peer review of all documents generated as part of the preliminary and final engineering phases.

RH2 has agreed to support the City in this role and has provide their own scope and fee to act as the City's representative for an additional level of formal document/process review. Their scope and fee for preliminary engineering stage 1 and pump station improvement is referenced as attachment #4.

Additional Engineering

In addition, through the QBS negotiation process staff tasked Keller Associates with providing a scope of service for the preliminary design engineering for improvements to the Park Estates and Terrace St. pump stations. Engineering for these projects in conjunction with the water treatment plant and Crowson II reservoir is important as critical decisions for the projects moving forward are inherently linked. These pump stations were identified for improvement in the previously adopted master plan. These two pump stations are critical pieces of infrastructure within the distribution system and improvements to them have direct links with the engineering decision making process associated with development of the new plant and storage tank. Reference attachments 2 and 3 for the scope and fee breakdown for Park Estate and Terrace St. The QBS process and the City's request for proposal allow for flexibility in creating a final project scope through negotiation with the selected consultant and thus staff requests Council approve them as well.

As required by the Infrastructure Financing Authority Loan (IFA) staff has forwarded all contract and scope documents to the City's regional loan coordinator for review and approval. The regional coordinator has approved all contract and scope documents referenced as attachments to this staff report.

Attachments:

1. Keller Associates Stage 1 Preliminary Engineering Scope and Fee
2. Keller Associates Park Estates Pump Station Improvements Scope and Fee
3. Keller Associates Terrace St. Pump Station Improvements Scope and Fee
4. RH2 Peer Review and Owners Representative Scope and Fee
5. Resolution #2016-31

Exhibit D - SCOPE OF WORK

WATER TREATMENT PLANT AND RESERVOIR PROJECT

STAGE 1, PART 1 - WTP TREATMENT TRAIN SELECTION, SITE SELECTION, AND TID PIPELINE EVALUATION

Date: March 14, 2017

Project Number: 2015-31 (KA#217002)

Project Name: Ashland Water Treatment Plant and Reservoir

PROJECT DESCRIPTION

The City of Ashland (City) intends to construct a new 2.5 MGD water treatment plant (WTP) that can be expandable to 12 MGD in the future. The new WTP will treat water from two sources. The primary raw water source will be water from the City-owned Reeder Reservoir. The secondary source will be water from the Talent Irrigation District (TID).

The City also desires to construct a new storage reservoir that would service the Crowson pressure zone and serve as the clearwell to the new WTP. The size and phasing of this new reservoir (Crowson II) will need to be determined.

This project is anticipated to move forward in three stages, with Stage 1 including two parts. For Stage 1, the first part includes treatment train selection for the new WTP, conceptual site selection, and an evaluation for repurposing the TID supply pipeline; the second part includes additional predesign services for the new WTP. Stage 2 includes final engineering, permitting, and bidding services for the WTP and reservoir. Stage 3 will include construction phase engineering services for the WTP and reservoir. Services beyond Part 1 of Stage 1 will be procured through an amendment to this contract or through a separate contract.

The project is funded in part through the Safe Drinking Water Revolving Loan Fund (SDWRLF) which is co-administered by the Oregon Business Development Department, Infrastructure Finance Authority (IFA), and the Oregon Health Authority Drinking Water Program (DWP).

The portion of Stage I services to be completed by the Consultant are described in the following tasks. These services will be completed in coordination and with prior authorization by City staff.

Task 1 – Project Management, Meetings, Peer Review

Consultant Responsibilities:

- 1.1 Provide general project administration services including contract administration, monthly invoicing, progress reports, and internal project administration. Progress reports will describe services completed for each task, and identify needs for additional information, reviews, or changes to the

scope, schedule, and budget (if applicable).

- 1.2 Prepare project management plan including quality control plan.
- 1.3 Develop and manage project schedule.
- 1.4 Develop and manage project budget.
- 1.5 Establish and maintain a web-based document sharing system.
- 1.6 Participate in weekly coordination phone calls with the City's project manager.
- 1.7 Consultant shall attend up to three project meetings. These are anticipated to include a kickoff meeting and two progress meetings. Purpose of the meetings will be to develop and screen alternatives, evaluate alternatives against selection criteria, develop consensus of the preferred alternative, and receive input on draft documents. Consultant will prepare meeting agendas and produce meeting minutes.
- 1.8 Peer Review and Water Master Plan (WMP) Coordination. Consultant will coordinate with City staff and members of the peer review and WMP team. Coordination efforts are anticipated to be limited to 16 hours of coordination on reservoir sizing alternatives, plus responding to peer review comments on draft deliverables. No onsite meetings are anticipated.
- 1.9 Participate in up to two Ashland Water Advisory Committee (AWAC) meetings. The timing and content of these meetings will be determined by City staff and are anticipated to be coordinated with progress meetings where practical.
- 1.10 Prepare for and participate in up to one Ashland City Council meeting and one land use preapplication meeting. Consultant will provide appropriate presentation materials.

City Responsibilities:

- 1.11 Coordinate with Peer Review and WMP team.
- 1.12 Provide notice and advertisement (if needed) and venue for meetings.

Assumptions:

- 1.13 Project management budget assumes a predesign schedule of three months.
- 1.14 Should additional meetings be required, these will be provided as part of Task 6.1, Management Reserve.
- 1.15 Peer review comments will be provided at appropriate stages in the evaluation process so as not to require rework. To address master plan coordination requirements and peer review comments that are out of scope, the Management Reserve task will be utilized.
- 1.16 Funding administration services are being provided by others.

Deliverables:

- 1.17 Monthly progress reports and invoices.
- 1.18 Project management plan, quality control plan, and project schedule.
- 1.19 Web-based document sharing system.
- 1.20 Meeting agendas and meeting minutes.
- 1.21 Public meeting presentation materials.

Task 2 – Data Collection/Review

Consultant Responsibilities:

- 2.1 Consult with City to define and clarify City's requirements for the project and available data.
- 2.2 Prepare requests for information. Review existing information. Prepare recommendations for additional data collection.
- 2.3 Tour existing City facilities (anticipated to be coordinated with the kickoff meeting).
- 2.4 Provide direction on fieldwork to be completed by the City (e.g. potholing, sampling, and testing).
- 2.5 Review available LIDAR data and identify topographic and boundary surveying needs.
- 2.6 Geotechnical services will be provided by Applied Geotechnical Engineering and Geologic Consulting. This task includes review of available data and reports for proposed sites, complete site visit, and provide general observations and direction for subsequent geotechnical evaluations.

City Responsibilities:

- 2.7 Provide information requested in a timely manner (generally within seven business days of request).
- 2.8 Assist with field testing as necessary (if available).

Assumptions:

- 2.9 Consultant will rely on available record drawings, data, and field information provided by the City and subconsultants in completing predesign. Consultant will complete work within the engineering standard of care, making reasonable efforts to compare and check data provided by others, identifying where additional field work or investigations may be warranted, and identifying items that should be field verified in subsequent phases of the project.
- 2.10 Budget excludes surveying and geotechnical investigation services.

Task 3 – Evaluate TID Supply and Plant Effluent Pipelines for Use as Raw Water Transmission to New WTP

Consultant Responsibilities:

- 3.1 Evaluate existing pipeline conditions:
 - a. Review City provided information on pipe construction record drawings, material, age, and condition.
 - b. For the TID pipeline only, employ services of corrosion specialist to evaluate the condition of the pipeline at three locations to be exposed by the City. Findings will be summarized in a brief technical memorandum.
 - c. For the TID pipeline only, coordinate with City who will collect two or three pipeline samples. Coordinate with testing lab to complete material testing and review findings. Tests to include mechanical/destructive tests.
 - d. Assist the City by providing field test guidance to test the existing pipeline at higher pressures and quantify leakage. Also assist the City by providing guidance on how to check if there is thrust restraint at existing pipe bends. Review data provided by the City.
 - e. Identify potential mitigation measures that could be taken for repurposing the pipelines and reduce the likelihood and consequence of failure.
- 3.2 Coordinate with City to check with Federal Energy Regulation Commission (FERC) licensing contact to see what (if any) requirements they may have to connect into the raw water line located upstream of the existing power generation facility. Prepare a draft memo that City can edit and forward to FERC to clarify FERC requirements. Purpose of the outreach will be to inquire if there are additional requirements to install a micro-hydro power generation facility on the flow that may be diverted upstream of the power plant to the new treatment plant, or if this permitting can be streamlined using the in-conduit exemption process. Another purpose of the outreach will be to inquire whether tapping the penstock or installing micro-hydro power would trigger an Oregon Water Resources Department (OWRD) water right or Oregon Department of Fish and Wildlife (ODFW) fish screen/fish passage process. Incorporate FERC responses into technical memorandum.
- 3.3 Discuss potential risks of relying on the TID or plant effluent pipelines for greater than five to ten years as the long-term raw water delivery strategy. Develop concept that would allow the existing WTP's finish water transmission pipeline to be converted into the future raw water transmission pipeline for the new WTP. This evaluation will not include any field testing of the existing finish water pipeline beyond pressure testing described above.
- 3.4 Prepare a technical memorandum documenting findings and recommendations for repurposing of the TID and plant effluent pipelines.

City Responsibilities:

- 3.5 Provide available information on TID and plant effluent pipeline construction, material, usage, failure history, and any known issues/concerns.
- 3.6 Field support, including exposing of water main, collecting soil and pipe samples (e.g. pipe coring), locating City utilities, and completing pressure and leak testing of TID pipeline.

3.7 Pay for transport and testing of samples.

3.8 Correspond with FERC contact.

Assumptions:

3.9 Scope assumes no permitting efforts, surveying, geotechnical, or micro-hydro power evaluations during this phase of the project.

Deliverables:

3.10 Technical memorandum for repurposing the TID and plant effluent pipelines (draft and final).

3.11 Draft technical memorandum for potential FERC involvement.

Task 4 -- Siting Study

Consultant Responsibilities:

- 4.1 Document known potential restrictions or constraints that affect the plant and reservoir design. This includes a review of the previous 2006 siting study for Crowson II Reservoir.
- 4.2 Provide general information on site boundaries, ownership, geologic conditions, mapped wetlands, mapped flood zones, existing infrastructure, and access constraints.
- 4.3 Evaluate Granite and Concrete Pit Treatment Plant sites for the proposed WTP and Crowson II Reservoir. For both sites, consider two site layouts: 1) Low plant, and 2) high plant (gravity only) alternative.
- 4.4 Consider remediation requirements (identified by others) for the Concrete Pit Treatment Plant site. Consider geotechnical items identified in the preliminary geotechnical evaluation.
- 4.5 Identify offsite piping requirements needed to convey raw water to the proposed site and finish water and wastewater from the proposed site.
- 4.6 Consider site access, and develop conceptual site layouts.
- 4.7 Estimate the amount of earthwork at the Granite and Concrete Pit Treatment Plant sites, including the new water treatment plant and reservoir.
- 4.8 Evaluate space for expansion up to 12 MGD.
- 4.9 Identify benefits, drawbacks, and relative costs for each alternative.
- 4.10 Assist the City in evaluation and final selection of preferred site(s). Document results in a technical memorandum.

City Responsibilities:

- 4.11 Provide input on known restrictions/constraints, as well as input on site selection criteria.
- 4.12 Provide input on acceptable rock excavation methods (e.g. blasting).

Assumptions:

- 4.13 In evaluating comparative costs, estimates will assume representative tank and treatment approach based on City input (e.g. Type I prestressed tank and treatment plant with microfiltration, granular activated carbon (GAC), and chlorine disinfection). Cost estimates are AACE Class 5 estimates.

Deliverables:

- 4.14 Technical memorandum (draft and final).

Task 5 – Water Quality Analysis and Treatment Process Selection

Consultant Responsibilities:

- 5.1 Review and summarize existing raw and finished water quality:
 - a. Discuss with City the potential water quality changes associated with wholesale supplier, Medford.
 - b. Develop recommendations for continued water quality sampling (especially TID source water).
 - c. Document, with City input, the water quality challenges from Ashland Creek water supply (e.g. low alkalinity from snow melt, high turbidity from storm runoff, and algae in late summer).
- 5.2 Regulatory review and treated water quality goals:
 - a. Review and document existing and anticipated regulations, objectives and critical design elements related to water quality, regulatory compliance, operations, longevity, and risks.
 - b. Review existing treatability reports, historical water quality, regulatory compliance, and existing plant operational data for the last three years.
 - c. Summarize historical plant performance including water quality, regulatory compliance, and plant performance parameters.
 - d. Define plant operating and water quality goals for the new WTP.
- 5.3 Summarize design criteria and performance objectives for new WTP.
- 5.4 Discuss City preferences identified from City tours of operating facilities.
- 5.5 Discuss and evaluate individual treatment components:
 - a. Pre-oxidation.
 - i. Evaluate the need for pre-oxidation.
 - ii. Evaluate alternative oxidants including chlorine dioxide, potassium permanganate, and ozone.
 - b. Taste and odor control.
 - i. Document taste and odor events.

- ii. Summarize HDR report on historical performance of powdered activated carbon (PAC) and make recommendations regarding use of PAC in new WTP.
 - iii. For new plant, evaluate ozone oxidation, oxidation by ultraviolet lights coupled with hydrogen peroxide, and adsorption by GAC.
 - c. Disinfection and disinfection byproduct control.
 - i. Evaluate alternative forms of disinfection including chlorine, ozone, and ultraviolet light.
 - ii. Compare the costs and benefits of options including compliance with the D/DBP Rule.
 - iii. Review regulatory compliance and long-term compliance with LT2ESWTR.
 - e. Rapid mixing and flocculation.
 - i. Evaluate options.
 - ii. Evaluate hydraulics.
 - f. Type of filtration.
 - i. Evaluate four alternatives: 1) membrane filtration, 2) direct filtration with standard rates, 3) direct filtration with high loading rates, and 4) biological filtration.
 - g. Residuals handling and disposal.
 - h. Wash water and plant drains.
 - i. Cleaning wastes if membrane filtration is selected.
 - j. Evaluate two alternative approaches for increasing plant recovery.
 - k. Chemical options, storage and feed systems:
 - i. Preoxidant.
 - ii. Corrosion control.
 - iii. Coagulant and polymer.
 - iv. Chlorine (bulk).
 - v. Ozone.
 - vi. Dechlorination.
 - vii. For membrane filtration, also consider chemical cleaning and neutralization systems and additional potential chemicals including citric acid and sodium hydroxide.
- 5.6 Describe and evaluate up to three complete treatment process train alternatives:
- a. Prepare class 5 cost comparisons.
 - b. Consider relative carbon footprint and sustainability of each alternative (qualitative analysis).
 - c. Evaluate potential impacts to water quality in the distribution system, and compatibility with Medford wholesale water, with each process train.
 - d. Collaborate with City staff to evaluate alternatives and select the preferred alternative.
 - e. Document the selection results in a decision matrix and narrative discussion. The selection matrix will be developed with City input and include elements such as capital costs, operations and maintenance, carbon footprint/sustainability, distribution water quality impacts, and reliability.
- 5.7 Evaluate the potential for an expanded initial capacity for 5 MGD, 7.5 MGD, and 12 MGD. Identify approximate footprints and associated potential siting implications. Site layouts are not required.

City Responsibilities:

- 5.8 Provide available water quality data and previous reports documenting water quality and treatment evaluations. Provide additional water quality sampling and testing as needed.
- 5.9 City will arrange and participate in tours of other WTP plants as needed.
- 5.10 Provide input on design criteria and performance criteria.
- 5.11 Provide input on selection criteria and participate in decision-making process.

Assumptions:

- 5.12 No planning, design, or construction work is anticipated within Reeder Reservoir, at the dam, or with the existing intake as part of this project. Variable depth sampling and evaluation of Reeder Reservoir as well as evaluation of Reeder Reservoir treatment strategies are not included in this Scope of Work.
- 5.13 No sampling from the existing distribution system or TAP point-of-entry will be conducted as City's existing datasets are assumed to be adequate and comprehensive.
- 5.14 A review of distribution system water quality impacts will not be completed as part of this scope of work.
- 5.15 Bench testing and pilot testing is not included as part of this task.
- 5.16 The City has standardized around bulk chlorination and alternative forms of chlorination (e.g. onsite generation and gas chlorination) will not be evaluated.
- 5.17 Because of site constraints, solids will be discharged to sewer, and solids handling facilities will not be constructed at the new WTP site.
- 5.18 Carbon footprint calculations will not be completed for the alternatives, but the relative impact in terms of carbon footprint and consistency with City sustainability goals will be considered.
- 5.19 Provisions for adding fluoride to the water will not be considered.
- 5.20 Cost estimates will be AACE Class 5 estimates.

Deliverables:

- 5.21 Technical memorandum (draft and final).

Task 6 –Additional Services

Consultant shall complete other additional services listed below only as authorized by City staff:

- 6.1 Additional services as required by the City of Ashland in performance of approved scope of services.

SCHEDULE

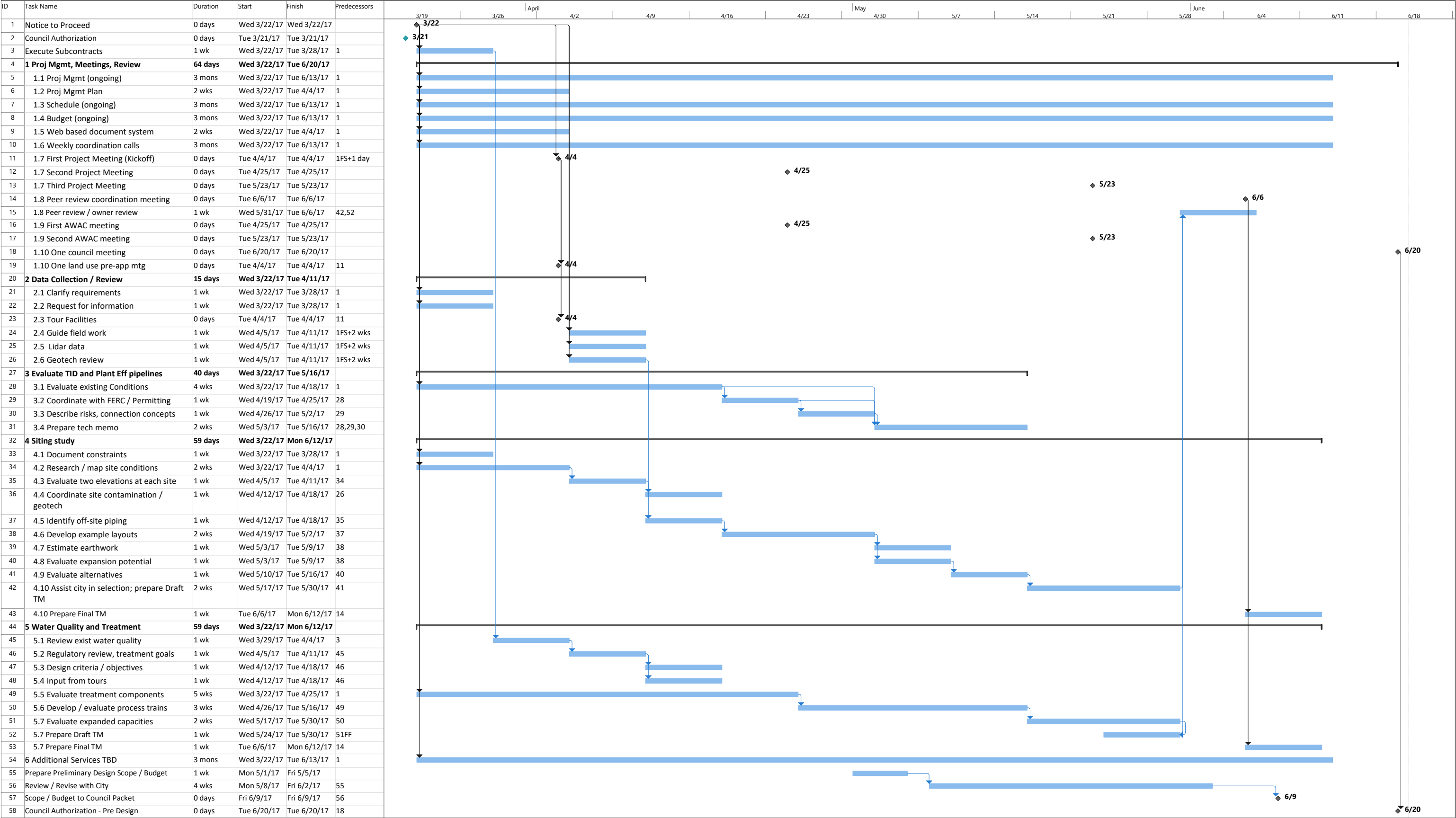
Consultant intends on completing Stage 1, Part 1 as outlined above within three months of Notice to Proceed. This schedule assumes timely City review, data collection, and coordination for AWAC and City meetings. Refer to Exhibit D.1 for a preliminary project schedule.

COMPENSATION SCHEDULE

Consultant will complete the services on a time and materials basis per the current title code billing rates (Refer to Exhibit D.2 for the 2017 rates). While the individual task amounts may be exceeded, the total authorized amount will not be exceeded without written approval from the City.

Task	Description	Compensation
1	Project Management, Meetings, Peer Review	\$65,206
2	Data Collection/Review	\$12,805
3	Evaluate TID Supply and Plant Effluent Pipelines for Use as Raw Water Transmission to New WTP	\$38,035
4	Siting Study	\$56,575
5	Water Quality Analysis and Treatment Process Selection	\$139,713
6	Additional Services	\$30,000
	TOTAL	\$342,334

Exhibit D.1 - City of Ashland Water Treatment Plant and Reservoir Project Schedule



Project: 2017.01.20_Ashland_W
Date: Tue 3/14/17

Task Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Exhibit D.2

KELLER ASSOCIATES, Inc. 2017 TITLE CODE BILLING RATES

Personnel Classification	2017 Hourly Rate
Project Engineer - I (EI)	\$85.00 - \$100.00
Project Manager - I (PE)	\$120.00 - \$155.00
Project Engineer - II (PE)	\$110.00 - \$185.00
Project Manager - II (PE)	\$160.00 - \$190.00
CAD - I	\$80.00 - \$100.00
CAD - II	\$110.00 - \$145.00
Engineering Student	\$65.00
Principal (PE)	\$210.00 - \$225.00
Chief Engineer/Structural Engineer (PE, SE, PLS)	\$225.00
Senior Water Treatment Engineering	\$210.00
Structural Engineer - I (PE, SE)	\$155.00
Electrical Engineer - I (PE)	\$150.00
Electrical Technician	\$75.00
Professional Surveyor (PLS)	\$145.00
Surveyor	\$75.00 - \$100.00
Field Representative	\$75.00 - \$120.00
Clerical & Administration	\$65.00 - \$85.00

Other Billing Terms

Mileage: Billed at Federal Rate (currently \$0.535 per mile)

Per Diem: \$60.00 per day

Subconsultants at Cost x 1.10

Reimbursable Expenses at Cost x 1.05

The Title Code Billing Rates are effective January 1, 2017 and will be adjusted each January of subsequent years

New employees may be added throughout the year



KELCLASS-01

NWEISER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hartwell Corporation PO Box 400 Caldwell, ID 83606	CONTACT NAME: PHONE (A/C, No, Ext): (208) 459-1678 E-MAIL ADDRESS: nancy@thehartwellcorp.com FAX (A/C, No): (208) 454-1114														
INSURED Keller Associates, Inc. 131 SW 5th Ave, Ste A Meridian, ID 83642	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Travelers Indemnity Co of Am.</td><td>25658</td></tr><tr><td>INSURER B : Travelers Indemnity Co</td><td>25666</td></tr><tr><td>INSURER C : Travelers Casualty and Surety</td><td>31194</td></tr><tr><td>INSURER D : XL Specialty Insurance Co.</td><td>37885</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co of Am.	25658	INSURER B : Travelers Indemnity Co	25666	INSURER C : Travelers Casualty and Surety	31194	INSURER D : XL Specialty Insurance Co.	37885	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Travelers Indemnity Co of Am.	25658														
INSURER B : Travelers Indemnity Co	25666														
INSURER C : Travelers Casualty and Surety	31194														
INSURER D : XL Specialty Insurance Co.	37885														
INSURER E :															
INSURER F :															

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGD381 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		680-4H953952	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CAT353	X		BA-7877L468	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-8961X179	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	UB-9722Y081	12/01/2016	12/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liabili			DPR9909212	12/01/2016	12/01/2017	Each Claim 2,000,000
D	\$100,000 deductible			DPR9909212	12/01/2016	12/01/2017	Aggregate 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Ashland, Public Works
20 E Main Street
Ashland, OR 97520

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the 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 does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance 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.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured 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. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must 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 organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over 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 any other insurance.

COMMERCIAL GENERAL LIABILITY

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract 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 you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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 the 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. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

EXHIBIT D - SCOPE OF WORK

PARK ESTATES PUMP STATION -- PREDESIGN

Date: March 14, 2017

Project Number: 2015-31 (KA# 217003-000)

Project Name: Park Estates Pump Station Replacement

PROJECT DESCRIPTION

The existing Park Estates Pump Station limits the usable storage in the Crowson I Reservoir. The pump station needs to be replaced to provide the future domestic and fire demands of the service pressure zone. The City intends to replace the existing pump station before December 31, 2017. Services to be completed by the Consultant are described below in the Scope of Work. These services will be completed in coordination and with prior authorization by City staff.

Task 1 – Project Management and Meetings

Consultant Responsibilities:

- 1.1 Provide general project management for this task, including contract administration, invoicing, progress reports, and internal project administration.
- 1.2 Consultant shall attend one project meeting and participate in up to two conference calls with City staff during the predesign phase.

Assumptions:

- 1.3 City to provide forum for meetings.
- 1.4 Project will be funded with Infrastructure Finance Authority (IFA) funding. Funding administration services will be provided by others.

Task 2 – Predesign

Consultant Responsibilities:

- 2.1 Review firm capacity requirements, and existing and future fire, average summer, average winter, peak day and peak hour water demands (provided by others).
- 2.2 Evaluate possible relocation of pump station to three alternative sites. These sites include adjacent to existing generator pad across the street from Crowson I, adjacent to the existing Crowson I site, and on top of the Crowson I tank.
- 2.3 Review the previous two years of available pump run time and available flow meter data and compare to modeled data for the pressure zone.

- 2.4 Evaluate alternative pump sizes and types and make a recommendation for the pump selection. Evaluation includes an initial review of two pump types of similar size, followed by a refined sizing of the selected pump type. As part of pump evaluation, consider capital costs and ongoing power requirements, recognizing the City's desire for high-efficiency systems.
- 2.5 Develop concept plans.
- 2.6 Complete topographic surveying for the proposed site after final site selection.
- 2.7 Complete a geotechnical investigation for the proposed site after final site selection.
- 2.8 Evaluate the consolidation of the first user station, generator, and electrical components with the Park Estates Pump Station.
- 2.9 Evaluate benefits and drawbacks of grouping project with Terrace Street Pump Station for final design and construction.
- 2.10 Prepare Class 5 opinion of probable cost for the alternatives considered. Refine estimate to Class 4 estimate for preferred alternative.
- 2.11 Prepare a draft predesign report. Respond to City comments, and prepare final predesign report.

City Responsibilities:

- 2.12 Provide timely review of predesign report.
- 2.13 Provide existing and future design pressures and flows for average winter, average summer, max day, and peak hour conditions.
- 2.14 Provide available record drawings for Crowson I Reservoir, pipeline connecting Crowson I Reservoir to Park Estates Pump Station, and pump station.
- 2.15 Provide information on existing electrical, generator and pumps, including existing pump curves.
- 2.16 Provide supplemental fieldwork as needed (if available).

Assumptions:

- 2.17 City intends on moving forward with Alternative 2 identified in the Hydraulic Analysis for Upper Crowson Pressure Zone Improvements dated November 15, 2016 (prepared by RH2). This identifies the new Park Estates Pump Station servicing the existing Park Estates service area and the South Mountain Pump Station.
- 2.18 Existing and future pressure zone demands, firm capacity requirements, and target design pressure to be provided by others.
- 2.19 No environmental, land use, hillside development, or other permitting are included as part of this task. These services, if required, will be completed as part of Task 6.

- 2.20 No boundary surveys or easements will be required.
- 2.21 Evaluation of water quality and treatment will not be needed.
- 2.22 Scope is limited to the pump station site and adjacent yard piping. Design of offsite piping, pressure zone modifications, and other offsite improvements is not included in Scope of Work.
- 2.23 Reuse of existing generator will not be evaluated. Existing generator will be salvaged and returned to the City.

Deliverables:

- 2.24 Predesign report for pump station (draft and final).

SCHEDULE

Consultant intends to complete draft predesign report within 30 days. This schedule assumes a seven calendar day turn-around on City reviews and requests for information. Surveying and geotechnical services are anticipated to occur following City's review of the draft predesign report.

COMPENSATION SCHEDULE

Consultant will complete the services on a time and materials basis per the current title code billing rates (Refer to Exhibit D.1 for the 2017 rates). While the individual task amounts may be exceeded, the total authorized amount will not be exceeded without written approval from the City.

Task	Description	Compensation
1	Project Management and Meetings	\$6,655
2	Predesign	\$42,048
	TOTAL	\$48,703

Exhibit D.1

KELLER ASSOCIATES, Inc. 2017 TITLE CODE BILLING RATES

Personnel Classification	2017 Hourly Rate
Project Engineer - I (EI)	\$85.00 - \$100.00
Project Manager - I (PE)	\$120.00 - \$155.00
Project Engineer - II (PE)	\$110.00 - \$185.00
Project Manager - II (PE)	\$160.00 - \$190.00
CAD - I	\$80.00 - \$100.00
CAD - II	\$110.00 - \$145.00
Engineering Student	\$65.00
Principal (PE)	\$210.00 - \$225.00
Chief Engineer/Structural Engineer (PE, SE, PLS)	\$225.00
Senior Water Treatment Engineering	\$210.00
Structural Engineer - I (PE, SE)	\$155.00
Electrical Engineer - I (PE)	\$150.00
Electrical Technician	\$75.00
Professional Surveyor (PLS)	\$145.00
Surveyor	\$75.00 - \$100.00
Field Representative	\$75.00 - \$120.00
Clerical & Administration	\$65.00 - \$85.00

Other Billing Terms

Mileage: Billed at Federal Rate (currently \$0.535 per mile)

Per Diem: \$60.00 per day

Subconsultants at Cost x 1.10

Reimbursable Expenses at Cost x 1.05

The Title Code Billing Rates are effective January 1, 2017 and will be adjusted each January of subsequent years

New employees may be added throughout the year



KELCLASS-01

NWEISER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hartwell Corporation PO Box 400 Caldwell, ID 83606	CONTACT NAME: PHONE (A/C, No, Ext): (208) 459-1678 E-MAIL ADDRESS: nancy@thehartwellcorp.com FAX (A/C, No): (208) 454-1114														
INSURED Keller Associates, Inc. 131 SW 5th Ave, Ste A Meridian, ID 83642	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Travelers Indemnity Co of Am.</td><td>25658</td></tr><tr><td>INSURER B : Travelers Indemnity Co</td><td>25666</td></tr><tr><td>INSURER C : Travelers Casualty and Surety</td><td>31194</td></tr><tr><td>INSURER D : XL Specialty Insurance Co.</td><td>37885</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co of Am.	25658	INSURER B : Travelers Indemnity Co	25666	INSURER C : Travelers Casualty and Surety	31194	INSURER D : XL Specialty Insurance Co.	37885	INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGD381 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		680-4H953952	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CAT353	X		BA-7877L468	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-8961X179	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-9722Y081	12/01/2016	12/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liabili			DPR9909212	12/01/2016	12/01/2017	Each Claim 2,000,000
D	\$100,000 deductible			DPR9909212	12/01/2016	12/01/2017	Aggregate 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Ashland, Public Works
20 E Main Street
Ashland, OR 97520

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the 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 does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance 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.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured 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. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must 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 organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over 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 any other insurance.

COMMERCIAL GENERAL LIABILITY

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract 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 you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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 the 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. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

EXHIBIT D - SCOPE OF WORK

TERRACE STREET PUMP STATION -- PREDESIGN

Date: March 14, 2017

Project Number: 2015-31 (KA# 217004)

Project Name: Ashland Terrace Street Pump Station Upgrade

PROJECT DESCRIPTION

The existing Terrace Street Pump Station requires a major upgrade. As part of the upgrade, the pump station will need to be able to deliver water to the new treatment plant at a site and elevation to be determined. The City intends to upgrade the existing pump station at the existing site before December 31, 2017. Services to be completed by the Consultant are described below in the Scope of Work. These services will be completed in coordination and with prior authorization by City staff.

Task 1 – Project Management and Meetings

Consultant Responsibilities:

- 1.1 Provide general project management for this task, including contract administration, progress reports, and internal project administration.
- 1.2 Consultant shall attend one project meeting and will participate in up to two conference calls with City staff during the predesign phase. These are anticipated to be coordinated with the Park Estates Pump Station Replacement predesign.

Assumptions:

- 1.3 City to provide forum for meetings.
- 1.4 Project will be funded with Infrastructure Finance Authority (IFA) funding. Funding administration services will be provided by others.

Task 2 – Predesign

Consultant Responsibilities:

- 2.1 Visit the existing site to generally assess conditions of existing facilities. This is anticipated to be coordinated with the kickoff meeting.
- 2.2 Review available record drawings. Review list of known issues and age of existing assets provided by the City.
- 2.3 Use Lidar data, field measurements gathered by the City, and record drawings for the proposed site to develop existing site map.
- 2.4 Evaluate hydraulic requirements needed to convey water from the pump station to the new treatment plant. This is anticipated to include hydraulic evaluations for delivery to the Concrete Pit and Granite Treatment Plant sites, for both high and low plant options.
- 2.5 Consider potential hydraulic impacts of piping the section of Talent Irrigation District (TID) canal located upstream of the pump station
- 2.6 Identify needs for a potential permanganate feed facility at the pump station site. This includes reviewing water quality and need for permanganate; review of permanganate chemical storage, feed, and instrumentation options; and development of permanganate storage and feed process and piping and instrumentation diagram (P&ID).
- 2.7 Discuss with City design capacity and desired redundancy/resiliency.
- 2.8 Evaluate alternative pump sizes and types and make a recommendation for pump size and type. Because the hydraulic conditions for delivery to the Granite and Concrete Pit Treatment Plant sites are anticipated to be similar, evaluation is limited to an initial review of two pump types of similar size for a low plant and high plant option at the Concrete Pit site, followed by a refined sizing of the selected pump type. As part of pump evaluation, consider capital costs and ongoing power requirements, recognizing the City's desire for high-efficiency systems.
- 2.9 Develop a conceptual plan and section showing proposed mechanical and site improvements.
- 2.10 Summarize with City input recommended electrical (including standby power), instrumentation, and control improvements.
- 2.11 Discuss potential implementation strategy.
- 2.12 Develop a Class 5 opinion of probable cost for the alternatives considered. Refine estimate to Class 4 estimate for preferred alternative.
- 2.13 Prepare a draft predesign report. Respond to City comments, and prepare final predesign report.

City Responsibilities:

- 2.14 Assist in pump station tour, and provide available record drawings, age information, and list of known issues.
- 2.15 Provide information on available TID water rights (diversion rate), existing pump design flows, existing TID canal capacity limitations, and input on design capacity, including firm capacity.
- 2.16 Provide timely review of predesign report.
- 2.17 Provide supplemental fieldwork as needed (if available).

Assumptions:

- 2.18 Substantive modifications to screening and diversion facilities are not anticipated. If required, these design services will be provided as an additional service.
- 2.19 Improvements will be constrained to the existing site / vault. If a new building structure is desired, design and construction services will be completed as an additional service.
- 2.20 No environmental, land use, hillside development, or other permitting are included as part of this task. These services, if required, will be completed as part of Task 6.
- 2.21 No geotechnical services will be needed.
- 2.22 Final design, bidding, and construction phase services for onsite standby power (if desired) will be provided as an additional service.
- 2.23 No boundary surveys or easements will be required. No topographic surveying will be provided, and drawings will be based on record drawings and field measurements.
- 2.24 Scope is limited to the pump station site and adjacent yard piping. Design of offsite piping, pressure zone modifications, and other offsite improvements are not included in Scope of Work.

Deliverables:

- 2.25 Predesign report for pump station (draft and final).

SCHEDULE

Consultant intends to complete draft predesign report within 30 days and design services within 80 days of receiving City comments on the pre-design. This schedule assumes a seven calendar day turn-around on City reviews and requests for information.

COMPENSATION SCHEDULE

Consultant will complete the services on a time and materials basis per the current title code billing rates (Refer to Exhibit D.1 for the 2017 rates). While the individual task amounts may be exceeded, the total authorized amount will not be exceeded without written approval from the City.

Task	Description	Compensation
1	Project Management and Meetings	\$6,115
2	Predesign	\$29,048
	TOTAL	\$35,163

Exhibit D.1

KELLER ASSOCIATES, Inc. 2017 TITLE CODE BILLING RATES

Personnel Classification	2017 Hourly Rate
Project Engineer - I (EI)	\$85.00 - \$100.00
Project Manager - I (PE)	\$120.00 - \$155.00
Project Engineer - II (PE)	\$110.00 - \$185.00
Project Manager - II (PE)	\$160.00 - \$190.00
CAD - I	\$80.00 - \$100.00
CAD - II	\$110.00 - \$145.00
Engineering Student	\$65.00
Principal (PE)	\$210.00 - \$225.00
Chief Engineer/Structural Engineer (PE, SE, PLS)	\$225.00
Senior Water Treatment Engineering	\$210.00
Structural Engineer - I (PE, SE)	\$155.00
Electrical Engineer - I (PE)	\$150.00
Electrical Technician	\$75.00
Professional Surveyor (PLS)	\$145.00
Surveyor	\$75.00 - \$100.00
Field Representative	\$75.00 - \$120.00
Clerical & Administration	\$65.00 - \$85.00

Other Billing Terms

Mileage: Billed at Federal Rate (currently \$0.535 per mile)

Per Diem: \$60.00 per day

Subconsultants at Cost x 1.10

Reimbursable Expenses at Cost x 1.05

The Title Code Billing Rates are effective January 1, 2017 and will be adjusted each January of subsequent years

New employees may be added throughout the year



KELCLASS-01

NWEISER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hartwell Corporation PO Box 400 Caldwell, ID 83606	CONTACT NAME: PHONE (A/C, No, Ext): (208) 459-1678 E-MAIL ADDRESS: nancy@thehartwellcorp.com FAX (A/C, No): (208) 454-1114														
INSURED Keller Associates, Inc. 131 SW 5th Ave, Ste A Meridian, ID 83642	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Travelers Indemnity Co of Am.</td><td>25658</td></tr><tr><td>INSURER B : Travelers Indemnity Co</td><td>25666</td></tr><tr><td>INSURER C : Travelers Casualty and Surety</td><td>31194</td></tr><tr><td>INSURER D : XL Specialty Insurance Co.</td><td>37885</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co of Am.	25658	INSURER B : Travelers Indemnity Co	25666	INSURER C : Travelers Casualty and Surety	31194	INSURER D : XL Specialty Insurance Co.	37885	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGD381 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		680-4H953952	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CAT353	X		BA-7877L468	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-8961X179	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	UB-9722Y081	12/01/2016	12/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liabili			DPR9909212	12/01/2016	12/01/2017	Each Claim 2,000,000
D	\$100,000 deductible			DPR9909212	12/01/2016	12/01/2017	Aggregate 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Ashland, Public Works 20 E Main Street Ashland, OR 97520	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the 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 does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance 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.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured 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. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must 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 organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over 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 any other insurance.

COMMERCIAL GENERAL LIABILITY

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract 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 you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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 the 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. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

EXHIBIT A
Scope of Work
City of Ashland
Water Treatment Plant Owner's Representative

February 2017

Background

The City of Ashland's (City) existing water treatment plant (WTP) is located in a canyon downstream from Hosler Dam. The WTP has experienced flooding in the past 50 years owing to its location and is at risk of inundation should there be a dam failure. To reduce the risk to the WTP, the City plans to construct a new 2.5 million gallon per day (MGD) water treatment plant to provide water to the City's system. The new WTP will either treat water in conjunction with the existing treatment plant, or become the singular water treatment plant. The new WTP will be built to a capacity to meet the demands of the City and be capable of operating solely, if needed, in the future. The City recently completed a selection and negotiation process for the initial design phase services. The engineering consultant team selected for these design services is herein referred to as Designer. The proposal also established a process of granting the second highest ranked proposal team the ability to negotiate with the City to act as the owner's representative for peer review of alternatives and final engineering.

RH2 Engineering, Inc., (RH2) and Black and Veatch (B&V) have been asked to provide a scope of services for peer review services for the City, including review of the Designer deliverables and other supporting tasks in the first phase of the preliminary engineering design for the WTP. The initial scope of work will be to complete detailed review of recommendations provided to the City by the Designer for the design improvements. RH2 and B&V's services included in this Scope of Work will be limited to reviewing the treatment alternatives and siting analysis for the location of the proposed facilities. The City is aware that this a crucial step in the project and requires verification that the recommended treatment processes and recommended siting location is the most suitable for the water system. RH2 is also currently updating the City's Water Master Plan (WMP) and will be providing technical information to the City to support the new WTP alternatives analysis as part of this Scope of Work.

Task 1 – Project Management

Objective: Perform project management of task work; coordinate with the City, RH2, and B&V to track project performance and report on progress after each review deliverable.

Approach:

- 1.1 Perform project management of task work, coordinate with the City and consultants, track project performance, and report on progress after each deliverable.
- 1.2 Participate in one (1) project conference call for the purpose of reviewing comments on the Water Quality Analysis.
- 1.3 Participate in one (1) first-phase project completion conference call for the purpose of reviewing comments on the WTP site selection and treatment process technical memorandum (TM).
- 1.4 Review other documents and/or processes, as necessary.

Assumptions:

- *RH2 project manager and lead technical reviewer will participate in each conference call.*
- *Project duration is six (6) months.*
- *Site visits are not required for successful performance of peer review tasks.*
- *City will advise timing of reviews a minimum of three (3) weeks ahead to facilitate B&V resources.*
- *Within this task, it is anticipated that RH2 will provide up to three (3) TMs.*

Deliverables:

- Progress reports with budget status summary table and invoice. Deliver progress reports after each of two (2) peer review deliverables.

Task 2 – Water Master Plan Coordination

Objective: Provide technical information gathered through the WMP project that supports the WTP alternatives analyses.

Approach:

- 2.1 Provide technical data as requested.
- 2.2 Verify consistency between the WMP and recommended alternatives.
- 2.3 Coordinate demand forecasting.
- 2.4 Provide stored water recommendations for water system.

Assumptions:

- *It is assumed that technical data will be limited to demand projections, storage requirements, and system head conditions to facilitate analysis of siting study.*

Provided by City:

- TMs provided by Designer.
- Written requests for data.

RH2 Deliverables:

- Up to three (3) TMs in response to data requests in electronic PDF format and one (1) hard copy, 8 ½-by 11-inch.

Task 3 – Peer Review of First-phase Preliminary Engineering Memorandum

Objective: Perform a peer review of Designer memoranda and deliverables, as shown below, for the first-phase preliminary engineering design for the WTP. Peer review of work by Designer will include reviews for technical approach and feasibility, costs, and constructability.

Approach:

- 3.1 Perform peer review of water quality analysis TM (RH2 and B&V).
- 3.2 Review WTP site selection and treatment process selection TM (RH2 and B&V).

3.3 Review impacts and benefits to the overall system based on siting recommendation.

3.4 Provide general technical expertise support to address issues that may arise internally, from the City Council, the Ashland Water Advisory Committee (AWAC), or the public. Responses will be documented as appropriate for the topic under consideration (RH2 and B&V).

Assumptions:

- *Designer process train and site selection to be reviewed will be presented in a single report.*
- *Review of one (1) version of each draft TM is assumed. Review of TMs beyond a single-version of each TM can be conducted as an additional task.*
- *Treatment process selection will include a decision matrix with elements such as: capital costs; operations and maintenance considerations; sustainability; impacts to distribution system; building footprint; and reliability, at a minimum.*
- *Review of Designer work plan, project approach, and other preliminary design deliverables beyond those included here are excluded from this Scope of Work and can be conducted as an additional task.*
- *B&V cost review will be based on similar-sized plants and relevant experience. An Engineer's Opinion of Probable Constructed Cost is excluded.*
- *B&V will not review the accuracy of assumptions or data inherent in the reviewed memoranda. The City and Designer are responsible for validity of the basis of design assumptions.*

Deliverables:

- One (1) copy of each TM in MS Word with all changes and comments tracked.
- Draft and final peer review comments table for water quality analysis TM. The peer review comments table will include substantive comments from each technical reviewer. The table will be finalized after the water quality analysis conference call.
- Draft and final peer review comments table for WTP site selection and treatment process TM. The peer review comments table will include substantive comments from each technical reviewer. The table will be finalized after the first-phase completion conference call.

Task 4 – Pump Station Review

Objective: Provide technical review of the Park Estates Pump Station design.

Approach:

- 4.1 Provide system hydraulic information as requested from the WMP Update.
- 4.2 Verify consistency between WMP and recommended alternatives.
- 4.3 Review design and siting recommendations.
- 4.4 Review design recommendations and integration with new WTP design alternatives.
- 4.5 *Within this task, it is anticipated that RH2 will provide up to two (2) TMs.*
- 4.6 *Attendance at four (4) meetings with City staff.*

Assumptions:

- *It is assumed that technical data will be limited to existing system pressures. The review of the design recommendations will not entail reviewing every component of the facility. The review will be limited to the function of the recommended facilities interaction with the existing and future system.*

Provided by City:

- TMs and design documentation provided by City's design consultant.
- Written requests for data.

RH2 Deliverables:

- Meeting attendance at four (4) meetings.
- Up to two (2) TMs after review is completed in electronic PDF format, and one (1) 8 ½- by 11-inch hard copy.

Project Schedule

RH2 and its subconsultant (B&V) will schedule work with the City after the City receives information from the Designer. As stated within the Scope of Work, three (3) weeks' notice will be required before internal coordination and scheduling can begin. It is expected that the review work will begin approximately May 1, 2017.

RH2 will deliver technical review and evaluation to the City within fourteen (14) days after receiving data from the City.

EXHIBIT D - Preliminary

City of Ashland

Water Treatment Plant Owner's Representative

Fee Estimate

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management	44	\$ 7,566	\$ 8,535	\$ 277	\$ 16,378
Task 2	Water Master Plan Coordination	37	\$ 5,701	\$ -	\$ 333	\$ 6,034
Task 3	Peer Review of First-phase Preliminary Engineering Memorandum	46	\$ 7,620	\$ 28,102	\$ 352	\$ 36,074
Task 4	Pump Station Review	56	\$ 9,414	\$ -	\$ 480	\$ 9,894
PROJECT TOTAL		183	\$ 30,301	\$ 36,637	\$ 1,442	\$ 68,380

EXHIBIT E
RH2 ENGINEERING, INC.
2017 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$129	\$/hr
Professional II	\$138	\$/hr
Professional III	\$147	\$/hr
Professional IV	\$157	\$/hr
Professional V	\$168	\$/hr
Professional VI	\$183	\$/hr
Professional VII	\$199	\$/hr
Professional VIII	\$209	\$/hr
Professional IX	\$209	\$/hr
Technician I	\$80	\$/hr
Technician II	\$88	\$/hr
Technician III	\$89	\$/hr
Technician IV	\$95	\$/hr
Administrative I	\$65	\$/hr
Administrative II	\$76	\$/hr
Administrative III	\$92	\$/hr
Administrative IV	\$110	\$/hr
Administrative V	\$131	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.535	price per mile (or Current IRS Rate)
Subconsultants	10%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

RESOLUTION NO. 2016- 31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASHLAND,
OREGON DECLARING ITS INTENTION TO REIMBURSE
EXPENDITURES FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS**

RECITALS:

- A. The City Council of the City of Ashland, Oregon (the "Issuer") desires to finance the costs of a new reservoir expected to service the Crowson and Granite service areas, including a pre-design study to confirm storage requirements and evaluation of the piping to the Crowson reservoir (the "Project"); and
- B. The Issuer intends to finance costs of the Project or portions thereof with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and
- C. Prior to the issuance of the Obligations the Issuer desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available moneys of the Issuer; and
- D. The City Council of the Issuer has determined that those moneys advanced to pay the Expenditures prior to the issuance of the Obligations are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds of the Obligations.

THE CITY OF ASHLAND RESOLVES AS FOLLOWS:

SECTION 1. The Issuer hereby states its intention and reasonably expects to reimburse Expenditures of the Project paid prior to the issuance of the Obligations with proceeds of the Obligations.

SECTION 2. The reasonably expected maximum principal amount of the Obligations is \$9,000,000.


SECTION 3. This resolution is being adopted no later than 60 days after the date on which the Issuer paid its first Expenditure on the Project to be reimbursed from proceeds of the Obligations (excluding certain preliminary expenditures which may have been paid before that date).

SECTION 4. The Issuer will make a reimbursement allocation, which is a written allocation that evidences the Issuer's use of proceeds of the Obligations to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid.

SECTION 5. This resolution is adopted as official action of the Issuer in order to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Expenditures of the Issuer incurred prior to the date of issue of the Obligations.

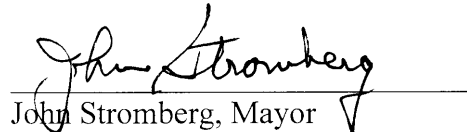
SECTION 6. The Finance Director of the Issuer is hereby authorized to make future declarations of intent to reimburse under Section 1.150-2 of the Federal Income Tax Regulations, on behalf of the Issuer and without further action by the City Council. All such future declarations shall be in writing and the original or a certified copy of each declaration shall be maintained in the public records of the Issuer.

SECTION 7. This resolution takes effect upon signing by the Mayor.
This resolution was duly PASSED and ADOPTED this 6 day of December, 2016.

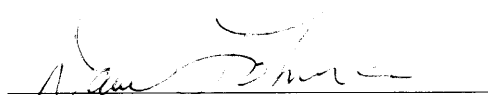


Barbara Christensen, City Recorder

SIGNED and APPROVED this 6 day of December, 2016.


John Stromberg, Mayor

Reviewed as to form:



David Lohman, City Attorney