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MAY 13, 2013  
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# PROFESSIONAL ENGINEERING SERVICE TERM AGREEMENT

CITY OF NEW MEADOWS, IDAHO

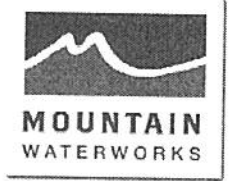
City of New Meadows  
401 Virginia Street  
PO Box 324  
New Meadows, Idaho 83654

## ENGINEERING TEAM

Crestline Engineers, Inc.



Mountain Waterworks, Inc.



# PROFESSIONAL ENGINEERING SERVICE TERM AGREEMENT

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## PROFESSIONAL ENGINEERING SERVICES TERM AGREEMENT

This Agreement, made this \_\_\_\_ day of May, 2013, by and between the City of New Meadows, Adams County, Idaho, hereinafter referred to as the CITY, and Crestline Engineers, Inc., an Idaho corporation, hereinafter referred to as the CONSULTANT.

WHEREAS, the CITY, desires to obtain professional services for miscellaneous City projects, herein referred to as the PROJECT; the CONSULTANT agrees to perform the various professional services delineated by Task Order for said PROJECT. Each of the miscellaneous CITY PROJECTS will be negotiated by individual Task Order. All Task Orders to include scope of work, deliverables, schedule, and budget.

The CONSULTANT acknowledges that they have reviewed the scope of work to be performed under this Agreement and agrees to perform the work in accordance with the terms of payment in this Agreement. The CONSULTANT agrees to complete the services delineated and within the specified days, as specified in each Task Order.

It is understood and agreed that the CONSULTANT represents that it has the expertise to perform and is skilled in the professions required to perform the work under this Agreement and that the CITY relies upon the skill of the CONSULTANT to perform its work in a professional manner, and that CONSULTANT thus agrees to so perform its work and the acceptance by the CITY does not release the CONSULTANT from professional responsibility.

It is mutually agreed by the parties that:

### SECTION 1 - DATA AND SERVICES TO BE PROVIDED BY CITY

- 1.1 The following data and/or services are to be provided by the CITY without cost to the CONSULTANT:
- A. Provide ongoing review of the CONSULTANT work and timely consideration of policy issues at a time acceptable to both the CITY and CONSULTANT.
  - B. Provide access to relevant record drawings, master plans, and other relevant design information of record.
  - C. Provide word processing discs of standard contract documents and standard specification special provisions in Microsoft Word format.
  - D. Unless otherwise specified in a specific Task Order, provide construction contract administration and daily construction inspection.

### SECTION 2 - ADDITIONAL PROVISIONS

- 2.1 **BILLING** The CONSULTANT shall bill for the various services as completed no more frequently than once per month. The amount of the bill shall be in accordance with the actual services completed, not to exceed a total amount as outlined in the specific Task Order and the CITY shall timely reimburse the CONSULTANT for said completed services.

**2.2 INDEMNIFICATION** CONSULTANT shall indemnify CITY, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons or property and losses and expenses that are the result of an error, omission, or negligent act of CONSULTANT or any person employed by CONSULTANT.

**2.3 INSURANCE REQUIREMENTS** The CONSULTANT, certifying that they are an independent contractor shall acquire and maintain throughout the term of this contract the following insurance coverage:

- A. General Liability Certificate of Insurance at \$1,000,000
- B. Professional Liability Insurance (Errors and Omission) with a minimum limit of \$1,000,000
- C. Workers Compensation and Employers Liability Insurance of \$500,000

The above listed amounts are minimum requirements. A greater amount may be required by the CITY for a specific projects.

The limits of said insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless the CITY; and if the CITY becomes liable for an amount in excess of the insurance limits, herein provided, CONSULTANT covenants and agrees to indemnify and save and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages of liability to persons or property. ***The General Liability Certificate of Insurance shall name the CITY as an additional insured and shall be provided to the City of New Meadows Public Works Department, prior to proceeding with the PROJECT.***

**2.4 INDEPENDENT CONTRACTOR** In all matters pertaining to this Agreement, CONSULTANT shall be acting as an independent contractor, and neither CONSULTANT, any officer, employee nor agent of CONSULTANT will be deemed an employee of CITY. The selection and designation of the personnel of the CITY in performance of this Agreement shall be made by the CITY.

As an independent contractor CONSULTANT shall pay all withholding taxes and workers compensation premiums and the CITY shall have no liability therefore.

**2.5 CITY - PROVIDED SERVICES AND INFORMATION** The CITY shall furnish the CONSULTANT available studies, reports, and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others as required of the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and rely upon all information and services provided by CITY or others in performing CONSULTANT's services under this Agreement.

**2.6 CITY - PROVIDED ACCESS** The CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

**2.7 NOTICES** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

<b>CITY</b>	<b>CONSULTANT</b>
City of New Meadows	Crestline Engineers, Inc.
401 Virginia Street	323 Deinhard Lane, Suite C
PO Box 324	PO Box 2330
New Meadows, Idaho 83654	McCall, Idaho 83638

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

- 2.8 TIME IS OF THE ESSENCE** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the party so failing to perform.
- 2.9 ASSIGNMENT** It is expressly agreed and understood by the parties hereto, that CONSULTANT shall have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.
- 2.10 REPORTS AND INFORMATION** At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement.
- 2.11 PUBLICATION, REPRODUCTION AND USE OF MATERIAL** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The CITY agrees to limit its use of the material to the PROJECT.
- 2.12 COMPLIANCE WITH LAWS** In performing the scope of services required hereunder, CONSULTANT shall comply with all applicable laws, ordinances, and codes of Federal, State, and Local governments.
- 2.13 CHANGES** The CITY may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT compensation, and any changes in the time of completion, which are mutually agreed upon by and between the CITY and CONSULTANT, shall be incorporated in written Task Order Amendments to this Agreement.
- 2.14 TERMINATION FOR CAUSE** If, through any cause, CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by CONSULTANT under this Agreement shall at the option of the CITY, become its property, and CONSULTANT shall be entitled to receive just and equitable

compensation for any work satisfactorily complete hereunder. CONSULTANT may terminate this agreement at any time by giving at least sixty (60) days notice to the CITY.

Notwithstanding the above, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by CONSULTANT, and the CITY may withhold any payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due to CITY from CONSULTANT is determined. This provision shall survive the termination of this Agreement and shall not relieve CONSULTANT of its liability to the CITY for damages, provided that the amount of such damages shall not exceed the total compensations provided for in Section 3 of this Agreement.

**2.15 TERMINATION FOR CONVENIENCE OF CITY** The CITY may terminate this Agreement at any time by giving at least ninety (90) days notice in writing to the CONSULTANT. If the Agreement is terminated by the CITY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of CONSULTANT, Section 2.12 hereof relative to termination shall apply.

**2.16 LOSING PARTY RESPONSIBLE FOR REASONABLE COSTS** In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts of fees, costs and expenses, including attorneys' fees, as may be set by the Court.

**2.17 BINDING OF SUCCESSORS** The CITY and the CONSULTANT each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CITY nor the CONSULTANT shall assign, sublet or transfer their interest in this Agreement.

**2.18 AUTHORIZATION TO PROCEED** Execution of this Agreement by the CITY and CONSULTANT, and execution of specific PROJECT Task Order, shall constitute authorization for the CONSULTANT to proceed with the work.

**2.19 RENEWAL** This Agreement may be renewed, by written agreement, for an additional term as may be agreed, upon mutual agreement by both parties. The terms of the renewal may include a change in key personnel listed.

**2.20 TERM** The term for this Agreement shall be approximately three and one-half (3 1/2) years, commencing upon execution of the contract and continuing through December 31, 2016, unless sooner terminated as provided herein.

Non-Appropriation: The continuation of the terms, conditions, and provisions of this contract beyond the calendar year is subject to approval of and ratification by the City Council.

**2.21 KEY PERSONNEL** Unless otherwise agreed to by the CITY, the CONSULTANT agrees to utilize the key personnel for PROJECTS involving this contract as indicated in the proposal. Any change in personnel shall be approved by the City of New Meadows Public Works Director or assigned representative.

**2.22 EXTENT OF AGREEMENT** This Agreement represents the entire and integrated Agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT. Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the CITY.

**2.23 SEVERABILITY** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term, or condition.

**2.24 DISPUTE RESOLUTION** All disputes between CONSULTANT and CITY, shall first be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding that the mediation proceed within sixty (60) days of service of notice. The mediation shall be administered by a mediator approved for mediation of civil disputes in Idaho, or by such other person or organization as the parties may agree upon. No action or suit may be commenced unless (1) the mediation does not occur within ninety (90) days after service of notice, (2) the mediation occurs within ninety (90) days after service of notice but does not resolve the dispute, or (3) a statute of limitation would elapse if suit was not filed prior to ninety (90) days after service of notice.

**2.25 ENTIRE AGREEMENT** This Miscellaneous Professional Services Term Agreement shall remain in effect throughout the duration of the Project. This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this written Agreement. Any supplement or amendment to this Agreement, to be effective, shall be in writing and signed by the CITY and CONSULTANT.

**2.26 GOVERNING LAW** This Agreement is to be governed by and construed in accordance with the laws of the State of Idaho.

**2.27 NON-EXCLUSIVE** Nothing in this Agreement shall be construed to limit the ability of the CITY to contract with other engineering firms for specific projects, or services, including the types of services rendered by CONSULTANT.

### **SECTION 3 - PAYMENT TO THE CONSULTANT**

NOTE: This section will be negotiated with the CONSULTANT. The hourly rates (as shown on the attached rate schedules) and reimbursables agreed to by the CONSULTANT and the CITY are included herewith. Rates charge for services are based on the CONSULTANT'S current employee wages which may require modifications. Rate schedules will be reviewed annually and implemented on January 1st contingent upon City approval. All services rendered after the end of December of each year shall be billed to the CITY at the new established rates. A "not to exceed" reimbursable amount shall also be established under each Task Order which will not be changed except by mutual written agreement of the parties.

**3.1 HOURLY RATES AND REIMBURSABLE COSTS** The billable hourly rate includes direct labor, general and administrative overhead, profit margin, ordinary and CAD computer time, ordinary software costs, office supplies, check plots, routine reproduction costs, local and long distance communication charges, facsimile charges and travel costs within Adams County.

Billable hourly rates DO NOT include project related costs such as: extensive reproductions costs, i.e. reproduction of final bidding documents (plans and specifications), studies, etc., travel outside of Adams County, per diem, specialized equipment or software unless otherwise agreed to as part of a specific project Task Order negotiation. These negotiated project related costs are to be invoiced to the City at the consultant's cost and sub-consultants costs, as outlined within the Rate Schedules. Sub-consultants proposals will be included as attachments to each Task Order.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date so indicated.

City of New Meadows

Gregg Tankersley, P.E.  
Principal Engineer

APPROVED BY:

Crestline Engineers, Inc.  
323 Deinhard Lane, Suite C  
PO Box 2330  
McCall, Idaho 83638

Julie Spelman 5/15/13  
Julie Spelman Date  
Mayor

Agg Zhy 5/15/13  
Signature Date

ATTEST:

J.M. Qualls 5/15/13  
Jacob "Mac" Qualls Date  
City Clerk

Gregg Tankersley, President  
Print Name & Title

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**2013 SCHEDULE OF BILLING RATES**

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A. Standard Hourly Rates:

Standard Hourly Rates are set forth in this Appendix and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. The Standard Hourly Rates

<b>Billing Class/Description</b>	<b>Hourly Rate</b>
Principal Engineer.....	\$105.00
Project Manager.....	\$95.00
Senior Project Engineer.....	\$90.00
Project Engineer.....	\$80.00
Senior Designer.....	\$75.00
Construction Manager/Inspector.....	\$75.00
Associate Engineer II.....	\$75.00
Associate Engineer I.....	\$70.00
Environmental Technician.....	\$60.00
CAD Technician II.....	\$60.00
CAD Technician I.....	\$55.00
Engineering Intern.....	\$50.00
Administrative Support, Clerical and Delivery.....	\$45.00

**Notes:**

- The above hourly rates will be adjusted on an annual basis, effective January 1 of each year.

C. Reimbursable Expenses

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment annually. Reimbursable expenses for services performed on the date of the Agreement are:

8.5"x11" Copies/Impressions	<u>\$0.10</u> /page
8.5"x11" Color Copies/Impressions	<u>\$0.50</u> /page
Plan Sheet Copies	<u>\$0.50</u> /sq. ft.
Reproducible Copies (Paper)	<u>\$0.50</u> /sq. ft.
Reproducible Copies (Mylar)	<u>\$1.00</u> /sq. ft.

**Notes:**

- Mileage will be billed at the rate approved by the IRS, currently 56.5 cents per mile.
- All direct costs (travel, meals, photocopy, shipping and postage, and out of the ordinary items needed to complete projects) will be billed at actual cost, without additional markup.
- All sub-consultant fees, laboratory costs and application fees, if any, will be billed at cost to projects plus ten (10%) percent.
- Sub-consultant fees, laboratory costs and application fees can be billed directly to or handled by the Client where appropriate.




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## Standard Hourly Rates Schedule - 2013

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*A. Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

*B. The Standard Hourly Rates*

<b>Billing Class/Description</b>	<b>Hourly Rate</b>
Principal Engineer.....	\$135.00
Senior Project Manager.....	\$135.00
Project Manager.....	\$125.00
Senior Technical Consultant.....	\$125.00
Senior Project Engineer.....	\$105.00
Project Engineer.....	\$95.00
Engineer in Training 2.....	\$85.00
Engineer in Training 1.....	\$75.00
Senior Technical Designer.....	\$85.00
Project Designer.....	\$75.00
Environmental Scientist.....	\$75.00
Project Inspector (RPR).....	\$85.00
Licensed Utility Operation.....	\$75.00
Administration 2.....	\$65.00
Administration 1.....	\$45.00
Billing 1.....	\$75.00

**Mountain Waterworks, Inc.**

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*C. Reimbursable Expenses Schedule*

1. Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment annually. Reimbursable expenses for services performed on the date of the Agreement are:

Plan Sheet Copies .....	\$0.50 /sq. ft.
Reproducible Copies (Mylar) .....	\$1.00 /sq. ft.
Reproducible Copies (Paper) .....	\$0.25 /copy
Reproducible Color Copies (Paper).....	\$0.95 /copy
Other Direct Costs .....	Cost times 1.10

**Note:**

- The above hourly rates will be adjusted on an annual basis, effective January 1 of each year.
- Mileage will be billed at the current rate approved by the IRS, currently 56.5 cents per mile.
- All sub-consultant fees will be billed at cost to projects plus (10%) percent.
- Sub-consultant fees, laboratory costs and application fees can be billed directly to or handled by the Client where appropriate.



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

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. 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.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an 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 that is available to such additional insured which covers such additional insured as a named insured, 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 entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights 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, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily



## COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/15/13

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

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

<b>PRODUCER</b> The Hartwell Corporation - Cal PO Box 400 Caldwell, ID 83606 Jeremy Kroll	208-459-1678 208-454-1114	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURED</b> Mountain Waterworks, Inc. P IO Box 9906 Boise, ID 83707		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Co of Am. <b>NAIC #</b> 25658 <b>INSURER B:</b> Travelers Casualty and Surety <b>31194</b> <b>INSURER C:</b> Catlin Insurance Co. <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

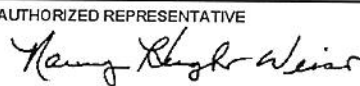
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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"/> PRO-JECT <input type="checkbox"/> LOC	X		680-5B216811	03/16/13	03/16/14	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>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			680-5B216811	03/16/13	03/16/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-3885T431	03/16/13	03/16/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
C	<b>Profes Liability</b> \$5,000 Deductible			AED-674173-0314	03/16/13	03/16/14	Ea Claim 1,000,000 Annl Aggr 2,000,000

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

**CERTIFICATE HOLDER**                      **CANCELLATION**

<b>NEWME04</b>  City of New Meadows 401 Virginia St P O Box 324 New Meadows, ID 83654	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**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

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. 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.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an 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 that is available to such additional insured which covers such additional insured as a named insured, 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 entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights 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, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily



## COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D.** The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Crestline Engineers, Inc.</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee  <input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.) <b>PO Box 2330</b>	Requester's name and address (optional)
City, state, and ZIP code <b>McCall, ID 83638</b>	
List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
2	7	-	4	2	0	2	5	8	4

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of U.S. person ▶

Date ▶

[Handwritten Signature]

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

*Sheet 5.*

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

**Name (as shown on your income tax return)**  
**Mountain Waterworks, Inc.**

**Business name/disregarded entity name, if different from above**

Check appropriate box for federal tax classification (required):  
 Individual/sole proprietor   
 C Corporation   
 S Corporation   
 Partnership   
 Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **S**     Exempt payee

Other (see instructions) ▶

**Address (number, street, and apt. or suite no.)**  
**PO Box 9906**

**City, state, and ZIP code**  
**Boise, ID 83707**

**Requester's name and address (optional)**  
**Crestline Engineers, Inc.**  
**PO Box 2330**  
**McCall, Idaho 83638**

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**  
[REDACTED]

**Employer identification number**  
2 0 - 0 9 1 2 6 0 8

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person ▶ *[Signature]*    Date ▶ *05/16/13.*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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