

City of St. Helens
PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Brown and Caldwell** (“Contractor”).

RECITALS

A. The City is in need of consulting services to help facilitate the new NPDES (National Pollutant Discharge Elimination System) permit renewal negotiations and implementation and Contractor is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide consulting services (“Services”) related to help facilitate the new NPDES (National Pollutant Discharge Elimination System) permit renewal negotiations and implementation, and Contractor accepts such engagement. The principal contact for Contractor shall be **Bryan Paulson**, phone 503-244-7005.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on June 30, 2022. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment A.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment A, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be

marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens, OR 97051

CONTRACTOR: Brown and Caldwell
Attn: Bryan Paulson
6500 S Macadam Ave, Suite 200
Portland, OR 97239
503-244-7005
BPaulson@BrwnCald.com

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

16. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

17.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

18. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

19. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

21. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

24.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CONTRACTOR:

CITY OF ST. HELENS

Brown and Caldwell

Council Meeting Date: 6/16/21

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
Scope of Work

Proposal

St. Helens NPDES Permitting Support

Scope of Services

Brown and Caldwell (BC) will partner with The City of St. Helens (City) staff to develop a bracketed range of desired effluent loading limits, from acceptable to desired, that represent the City's current effluent quality and anticipated development. The desired loading limits, substantiated with recent effluent data and proposed development capacity needs, will be presented to Oregon Department of Environmental Quality (DEQ) to guide NPDES permit discussions. Throughout the permit review and re-issuance process, BC will advocate for achievable annual/seasonal limits within the framework of DEQs permit template and existing precedent for regional discharges to the Columbia River. BC will also act as a resource for additional permit related conditions, including infiltration and inflow (I/I) concerns, effluent temperature, pre-treatment program auditing, and re-evaluation of the mixing zone due to decreased effluent flows.

Specific project assumptions include the following:

- The NPDES permit developed for the City by DEQ will continue to utilize industrial discharge methodology, rather than municipal, as the wastewater source is and will continue to be primarily industrial.
- The City will provide all effluent quality data, planning documentation and summarize likely municipal/industrial development scenarios with respect to anticipated capacity needs.
- Proposed tasks are limited to evaluating permitting for existing plant and proposed City development.

Resumes of proposed team members are included in Appendix A.

Phase 1 NPDES Permitting Support

Task 1.1 Existing Data Review

BC staff will review and summarize recent (approximately three-year period) discharge monitoring reports (DMRs) as provided by the City to establish current effluent quality and achievable loading limits. The data summary will include all data reported in monthly DMRs and will focus on loading parameters related to industrial technology-based water quality standards as established in the existing NPDES permit.

Task 1.2 Develop Loading Limits

BC staff will evaluate existing effluent quality summarized in Task 1.1 with respect to likely development scenarios for the City and existing industrial site(s) surrounding the treatment lagoon. A bracketed range of desired loading limits will be developed that aligns with future capacity needs and anticipated wastewater sources. BC staff will coordinate loading limits development via phone and email communication with City staff.



Proposed loading limits will be presented to DEQ as part of a teleconference meeting coordinated by the City. During the teleconference, BC and City staff will present proposed (desired) loading limits and basis of evaluation.

Task 1.3 Permit Documentation Review

BC staff will review DEQ permit templates and general documentation as well as relevant regional Columbia River discharge permits to inform loading limit development. Documentation review will focus on those issues common to the City and regional dischargers that may establish near term permitting precedent.

Outside of the loading related evaluation in Tasks 1 and 2, BC will act as a resource for permit related conditions, including I/I concerns, effluent temperature, pre-treatment program auditing, and re-evaluation of the mixing zone due to decreased effluent flows. However, the present scope does not include specific analysis related to these potential permit requirements. Optional Task 1.5 could potentially address these concerns as part of draft NPDES permit review after issuance by DEQ.

Task 1.4 Project Management

BC will administer project tasks, and the project manager will coordinate directly with the City, as needed, to obtain necessary information and approvals to complete the tasks listed above and communicate results and other relevant information. This task also includes budget for project administration, such as project setup, invoicing, and meetings and communications with the City and other stakeholders, as required.

Project management efforts for this task includes project setup, invoicing and communication between BC staff and the City.

The anticipated duration for the tasks described above, following notice to proceed and transfer of background documentation, is three weeks to prepare for the DEQ teleconference. Scheduling of the teleconference will be dependent upon BC, City, and DEQ staff availability. Optional draft permit review would be coordinated with the City following issuance of the draft permit.

Task 1.5 (Optional) Draft Permit Review

The proposed project tasks are intended to be completed prior to issuance of the City's draft NPDES permit to provide DEQ supporting justification for appropriate loading limits. Under this Phase II optional task (not included in the proposed Not-To-Exceed amount below), BC would review the draft NPDES permit and provide specific comments as directed by the City.

Phase 1 Budget and Schedule

The budget anticipated for the scope described above is summarized in Table 1. The Agreement amount is considered a Not-To-Exceed about of \$8,000, which shall be the maximum amount billed and will not be exceeded unless the contract is amended.

		DeBoer, Matthew J	Eldon, Miranda	Johnson, Joshua L	Cox, Erin		
		\$202	\$100	\$202	\$273		
001	NPDES Permitting Support	18	4	16	2	40	7,814
	TOTAL	18	4	16	2	40	7,814
	Hours and Dollars are rounded to nearest whole number.						

Attachment A

Matt DeBoer

Experience Summary

Matthew DeBoer is an environmental engineer with 15 years of experience in water and wastewater facilities planning, outfall modeling and design, conducting field studies, assessing water quality, and National Pollutant Discharge Elimination System (NPDES) permitting. Matt is also experienced in technical writing, including development of sewer/water system plans (WSPs), city ordinances, permit applications, and regulatory required documents such as environmental impact statements (EISs), facility plans/engineering reports, mixing zone studies, and operation and maintenance (O&M) manuals.

Education

M.S., *Environmental Engineering*,
University of Illinois, 2001

B.S., *Engineering Science*, Hope
College, 1999

B.A., *Chemistry*, Hope College,
1999

Registration

Professional Engineer
(Environmental) 40949,
Washington

Experience

15 years

Joined Firm

2011

Relevant Expertise

- *Mixing zone field and model studies*
- *Water/wastewater facility planning*
- *NPDES permitting*

NPDES Permit Review, City of Puyallup, Washington

Project Engineer. The NPDES permit issued by the USEPA required that the City develop a pretreatment program for discharge to the wastewater collection system. Matt identified pollutants of concern (POCs) using USEPA guidelines and through surveys of commercial/industrial dischargers and collection of discharge samples from major industries. Matt developed local limits maximum discharge concentrations that allocated the loading of POCs to industries in a way that is protective of the collection system and treatment plant, and allowed the treatment plant to meet all applicable discharge standards. Matt developed a City pretreatment ordinance to enforce the established local limits and other aspects of the pretreatment program. The ordinance identified discharge standards; required installation and maintenance of pretreatment facilities; authorized the issuance of wastewater discharge permits and discharge authorizations; authorized monitoring, compliance, and enforcement activities; established administrative review procedures; required user reporting; and provided for the setting of fees for the equitable distribution of costs resulting from the pretreatment program. Development of the ordinance also included a review of the legal authority for the City to enforce federal regulations. Development of the entire pretreatment program was coordinated with the USEPA, Ecology, and Puyallup Tribe.

Mixing Zone Study, City of Westport, Washington

Project Engineer. Matt performed a model study of the City of Westport WWTP diffuser discharge to Half Moon Bay (just outside of Grays Harbor) in order to meet the requirements outlined in the WWTP NPDES Permit. The USEPA and Ecology approved hydrodynamic model UM3 was used to predict dilution at the acute and chronic mixing zone boundaries at critical conditions. Model results were used along with effluent and receiving water quality data to evaluate whether the effluent had a “reasonable potential” to exceed water quality criteria for toxicants and temperature.

Effluent Mixing Study, Birch Bay Water and Sewer District, Blaine, Washington

Project Engineer. Matt performed a dye tracer study of the Birch Bay Water and Sewer District WWTP discharge to the Strait of Georgia in order to meet the requirements outlined in the WWTP NPDES Permit. Field study data were used to calibrate the USEPA and Ecology approved hydrodynamic model UM3. The calibrated model was then used to predict dilution at the acute and chronic mixing zone boundaries at critical conditions. Model results were used along with effluent and receiving water quality data to evaluate whether the effluent had a “reasonable potential” to exceed water quality criteria for toxic parameters.

Effluent Mixing Study, City of Sedro-Woolley, Washington

Project Lead. Matt performed an effluent mixing study to satisfy requirements of City's NPDES permit. The study includes a one-day field study of physical ambient parameters, model analysis of dilution within the mixing zone, and an update to Reasonable Potential Analysis in the existing NPDES Permit Fact Sheet.

Mixing Zone Study, LOTT Clean Water Alliance, Olympia, Washington

Project Co-Lead. Matt performed dye tracer and model studies of the LOTT Alliance WWTP discharge to Budd Inlet in order to meet the requirements outlined in the WWTP NPDES Permit. The field study was conducted over a 6-day period to evaluate accumulation of effluent in the vicinity of the outfall (reflux) and dilution at the mixing zone boundaries. The study also included field investigation of receiving water physical characteristics including current speed and conductivity, temperature, and depth (CTD) profiles. The model study evaluated several USEPA- and Ecology-approved dilution models (UM3, RSB, DKHW, and CORMIX) to determine whether they were appropriate for the outfall. UM3 was selected based on comparison to field data and was used to predict dilution at the acute and chronic mixing zone boundaries at critical conditions. The dilution analysis results were used along with effluent and receiving water quality data to evaluate whether the effluent had a "reasonable potential" to exceed water quality criteria for toxicants and temperature.

Oakland Bay Sediment Testing, City of Shelton, Washington

Project Lead. Matt was responsible for planning and conducting a Baseline Sediment Monitoring Study for an extension of the City of Shelton's existing WWTP outfall. The study was performed as part of the environmental monitoring required under the City's NPDES permit as administered by Ecology and as required by the Washington State Department of Natural Resources for a new Aquatic Lands Outfall Easement. The study included development of a Sediment Sampling and Analysis Plan, collection of baseline sediment samples at three locations, and interpretation of analytical lab data for comparison to Washington State Sediment Management Standards.

General Sewer Plan Update, City of Pacific, Washington

Coauthor. Matt coauthored the General Sewer Plan Update for the City of Pacific, meeting the requirements of Washington Administrative Code (WAC) 173-240-050. Existing sewer system information and basic planning-level data provided by the City were supplemented with new analyses and synthesized into a complete report for submittal to Ecology, Pierce and King counties, and other adjacent agencies. New analyses included collection and conveyance system capacity analyses, evaluation of potential reclaimed water and reuse opportunities, preparation of a CIP, analysis of the City's sewer system funding status, and preparation of a State Environmental Policy Act (SEPA) checklist.

Collection System Master Plan, City of Grants Pass, Oregon

Coauthor. The collection system master plan provided the City with a comprehensive planning evaluation of its wastewater collection system, including an identification of system deficiencies and the improvements required to correct the deficiencies within the 20-year planning period. The plan included demand forecasts, a hydraulic analysis, a maintenance and reliability analysis, and a CIP, which identified five priority projects for the next 20 years. Matt's role on this project was to take the separate analyses that had been performed and write/compile the final document.

Mixing Zone Dye Tracer Study, City of Centralia, Washington

Project Lead. Matt completed a Mixing Zone Dye Tracer Study of the TransAlta Centralia Steam Plant discharge to Hanaford Creek in order to meet the requirements of Permit Condition S10 outlined in the Plant NPDES permit. The dye study determined the degree of effluent mixing with the receiving water using fluorescent dye tracing techniques. Specifically, the study was performed by discharging a known concentration of fluorescent dye (Rhodamine WT) through the outfall and collecting bottled receiving water samples at various distances downstream of the discharge.

Josh Johnson

Experience Summary

Josh is an environmental engineer based in BC's Portland office. He has been a project team member on a wide variety of projects, focusing on planning and design for wastewater treatment, water reuse, and industrial water quality. Josh has worked in all phases of the project lifecycle, including sewer and treatment plant modeling, development of facility plans and capital improvement programs, preliminary and detailed design, and construction management. Other work has included the planning and design of wastewater conveyance facilities, hydraulic modeling of sewer networks, and stormwater system planning and design.

Education

M.S., Chemical Engineering,
University of California, Santa
Barbara, 2006

B.S., Chemical Engineering,
University of Idaho, 2002

Registration

Professional Chemical Engineer,
Washington 47138

Experience

14 years

Joined Firm

2006

Relevant Expertise

- Wastewater treatment and water reuse planning and design
- Hydraulic modeling
- Wastewater facility planning
- Stormwater system planning and design

Reclaimed Water and Industrial Reuse Water Engineering Report, City of Quincy, Washington

Project Engineer. BC developed a comprehensive master plan and engineering report for a reclaimed water and industrial reuse water utility for the City of Quincy. The plan will guide the development of a new utility to provide reclaimed water from the City's municipal wastewater treatment plant (WWTP) and industrial reuse water and filtered industrial effluent from the City's industrial WWTP. The plan evaluated alternatives for discharge from both plants, including infiltration, direct injection, and land application. The new utility will free up capacity in both the City's potable water and wastewater systems by providing water for reuse.

Outfall and Rate Study, City of Quincy, Washington

Project Engineer. BC assessed the feasibility of a number of outfall alternatives for the City of Quincy's industrial WWTP, including river discharge, discharge to irrigation wasteways, direct injection, percolation, and land application. BC developed planning-level capital and running costs for each alternative. These costs were used to develop preliminary rate structures for each alternative.

Martin Way Reclaimed Water Plant Expansion Evaluation, LOTT Clean Water Alliance, Olympia, Washington

Engineer. BC evaluated expansion alternatives for the Martin Way Reclaimed Water Plant in support of a potential property acquisition by the LOTT Clean Water Alliance. The project evaluated alternatives to expand the plant, originally designed for up to 5 mgd, to 8 mgd. The project used a business case evaluation (BCE) approach to compare life-cycle costs for the 8 mgd expansion alternatives to other alternatives, including the 5 mgd base case.

Reclaimed Water Routing and Groundwater Capacity Business Case Evaluation, LOTT Clean Water Alliance, Olympia, Washington

Engineer. BC performed a BCE-based hydrogeological investigation and infrastructure routing analysis to identify potential groundwater recharge sites for reclaimed water, with the goal of prioritizing land investments and infrastructure improvements into LOTT's CIP based on its long-term vision. Potential sites are tested with hydrogeological investigations and modeling to ensure appropriate investment in facilities. Pipeline routing options and alternatives are explored using the BCE approach to determine which alternative should be selected for detailed engineering and construction based on a comprehensive evaluation of the life-cycle costs, benefits, and risks to LOTT, its customers and stakeholders, and the environment. Roles included planning and preliminary engineering through field-level activities coordinating hydrogeologic site work.

Reclaimed Water Expansion Alternatives Assessment, LOTT Clean Water Alliance, Olympia, Washington

Project Engineer. BC evaluated options for expanding the reclaimed water facilities at the LOTT Clean Water Alliance's Budd Inlet Treatment Plant. The project evaluated options for expanding the process within a limited available footprint, and compared these to alternatives for acquiring additional property for the plant using a business case evaluation methodology.

Deschutes Valley Property Master Plan, LOTT Clean Water Alliance, Olympia, Washington

Engineer. BC helped the LOTT Clean Water Alliance develop a master plan for the Deschutes Valley Property, a land parcel LOTT acquired from the historic Olympia Brewery. The parcel is a potential future site for a reclaimed water plant to provide reclaimed water to the Tumwater and southern Olympia areas. The project evaluated ways to integrate the plant with other stakeholder uses for the property, including transportation and public recreation. The project also examined innovative ways to mitigate site challenges, including the site's location in the Deschutes River flood plain and site soils prone to liquefaction.

Chambers Creek Regional WWTP Facilities Plan, Pierce County Department of Public Works and Utilities, Washington

Engineer. BC developed a facilities plan for the Chambers Creek Regional WWTP. The plant site (a former 600-acre gravel mine) is now home of a championship golf course and community destination park on Puget Sound. The plan objectives are to increase capacity from 31 to 60 mgd, provide a strategy to adjust treatment performance suitable for increasing levels of nutrient removal and water reclamation all the way through "zero discharge" (i.e., advanced wastewater treatment [AWT]/RO), develop a prioritized CIP based on level of service and asset management principles, and prepare a finance plan for County Council approval. The project led to first-phase design and construction at the plant. Specific roles included modeling of plant hydraulic capacity, an outfall dye dilution study to evaluate mixing zone dilution factors, and an inventory and evaluation of "non-wastewater assets," including groundwater rights, surface water rights, surface water storage rights, and groundwater infiltration capacity associated with the site.

North End Treatment Plant, City of Tacoma, Washington

Engineer. BC conducted a comprehensive engineering and operations investigation for the North End Treatment Plant to determine the maximum capacity of the physical/chemical and biological treatment process. Through operational testing, modeling, and engineering the project re-rated the design capacity from 7 mgd to over 10 mgd without major capital expenditure. BC conducted the investigation collaboratively with the operations staff through group and individual training, workshops, and transfer of the analytical tools used to make the determination. BC also prepared an updated facilities plan in accordance with Washington State requirements and developed a prioritized CIP for future enlargements. Project roles included wastewater characterization, full-scale operational testing, process modeling using BioWin, solids mass balance modeling, and field-verifying the results with operations.

Wastewater Capacity and Comprehensive Update, City of Ocean Shores, Washington

Engineer. BC developed a comprehensive plan update to prioritize future infrastructure and improvements as well as the rehabilitation and/or expansion of the existing sewer gravity collection system and WWTP facilities. The project included an evaluation of the physical and economic impacts of providing wastewater collection and treatment capacity to currently non-sewered areas, both inside and outside the existing service area. A limited gravity collection area downtown was evaluated to reduce historical inflow and infiltration (I/I), as well as maintenance concerns due to piping located under a canal. The project also included a financing plan and rate model analysis. Specific project roles included forecasting of wastewater generation rates and flows, I/I modeling, and sewer modeling.

**ATTACHMENT B
INSURANCE REQUIREMENTS**

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000	
		w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence	\$500,000	YES
	Annual Aggregate	or per contract \$500,000 or per contract	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
265 Strand Street
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.