

C2018-016

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

BREWERY WELLFIELD DEVELOPMENT

THIS AGREEMENT is made and entered into in duplicate this 26th day of January, 2018, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and RH2 ENGINEERING, a Washington corporation, hereinafter referred to as the "SERVICE PROVIDER".

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" Scope of Services attached hereto and incorporated herein (the "Project").

2. TERM.

The Project shall begin no earlier than **January 8, 2018**, and shall be completed no later than **January 31, 2021**. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **FOUR HUNDRED FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$415,000.00)** as described in attached Exhibits "A" and "B".

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive reimbursement for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the

discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington

State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on an occurrence basis with limits of no less than \$1,000,000 per claim, and \$1,000,000 policy

aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this

Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as **Exhibit "C"**.

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

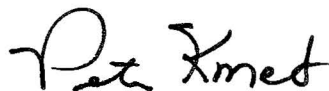
22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501



PETE KMET
Mayor

SERVICE PROVIDER:

RH2 Engineering, Inc.
Address: 29125 29th Dr. SE, Ste. 210
City/State/Zip: Bothell WA 98021
Tax ID #: 91-1108443
Phone Number: 425.951.5400



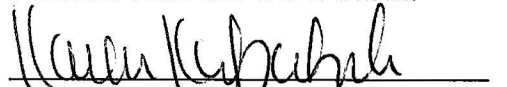
Signature (Notarized – see below)
Printed Name: Richard L. Ballard
Title: Director

ATTEST:



Melody Valiant, City Clerk

APPROVED AS TO FORM:

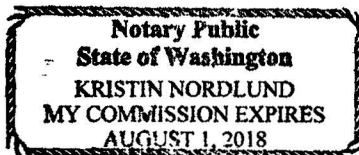


Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF ~~THURSTON~~ Innomish

I certify that I know or have satisfactory evidence that Richard L. Ballard (name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Director (title) of RH2 Engineering, Inc. (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/19/18


Notary Public in and for the State of Washington,
My appointment expires: 8/1/18

EXHIBIT A
Scope of Work
City of Tumwater
Brewery Wellfield Development
Phase 1
January 2018

Background

The Cities of Tumwater, Olympia, and Lacey (Cities) jointly acquired the infrastructure and water rights for the Brewery Wellfield (wellfield) and intend to reactivate and develop the wellfield for municipal use. The water rights associated with the wellfield authorize a maximum instantaneous combined flow rate of 6,515 gallons per minute (gpm) and an annual combined withdrawal of 2,283.53 acre-feet per year (afy). Each city's share of the rights is one-third of the total water right or approximately 2,171 gpm and 761 afy.

Prior work performed by RH2 Engineering, Inc., (RH2) for the Cities identified different planning horizons for each city to reactivate its respective share of the Brewery Wellfield water rights. For this reason, the Cities have agreed that the City of Tumwater (City) will proceed with the first incremental development of its wellfield and water rights.

The City intends to proceed with reactivating its portion of the water rights for municipal use and transfer its existing irrigation water rights for the Tumwater Valley Golf Course wells to municipal use.

RH2 will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2. RH2 will use as-is and rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work.

Project Phasing

RH2 proposes to accomplish the project in phases, as the understanding of the water quantity and water quality of the wells develops with each phase. Phase 1 (this Scope of Work) includes feasibility studies, evaluation of deep groundwater conditions, and preliminary design. Phase 2 (final design) and Phase 3 (services during construction) will be scoped after the completion of Phase 1. The preliminary outlines of Phases 2 and 3 are included in the task list that follows.

This Scope of Work includes:

- **PHASE 1 – PRELIMINARY DESIGN**
 - **Task 1 – Project Management**
 - **Task 2 – Partner Coordination**
 - **Task 3 – Well No. 39 Rehabilitation**
 - **Task 4 – Pipeline Alignment Study**
 - **Task 5 – Exploratory Well Drilling**
 - **Task 6 – Water Quantity Analysis**

- Task 7 – Pilot Study, Data Acquisition, and Treatment Analysis
- Task 8 – Engineering Geology Investigation
- Task 9 – Treatment Plant and Well Pump Preliminary Design
- Task 10 – Washington State Department of Health Project Report Preparation

Future tasks for Phases 3 and 4 may include:

- **PHASE 2– FINAL DESIGN, PERMITTING, AND SERVICES DURING BIDDING**
 - Task 11 – Golf Course Water Rights Conversion
 - Task 12 – Site Design
 - Task 13 – Well Pump Design
 - Task 14 – Treatment Plant Structural Design
 - Task 15 – Mechanical Design
 - Task 16 – Electrical, Instrumentation, and Control Design
 - Task 17 – Bid Documents and Engineer’s Estimate
 - Task 18 – Quality Assurance and Quality Control
 - Task 19 – Permitting
 - Task 20 – Services During Bidding
- **PHASE 3 – SERVICES DURING CONSTRUCTION**
 - Task 21 – Pre-construction Assistance
 - Task 22 – Document Review and Construction Phase Consultation
 - Task 23 – On-site Construction Observation
 - Task 24 – Startup and Testing Observation
 - Task 25 – Record Drawings
 - Task 26 – Operations Assistance

Project Approach

Task 1 – Project Management

Objective: Manage the project work elements to control costs, maintain schedule, and provide deliverables appropriate to the goals and completion schedule for the project. It is the responsibility of RH2 to manage RH2’s project team. RH2 will maintain frequent client communications, including phone calls and emails, in addition to progress meetings.

Approach:

- 1.1 Manage RH2 Project Team – Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate disciplines and implement a quality assurance and quality control (QA/QC) plan to complete this Scope of Work in close coordination with City staff.

City of Tumwater
Brewery Wellfield Development – Phase 1

Exhibit A
Scope of Work

- 1.2 Maintain RH2 Project Documentation – Verify that the information generated by RH2 and RH2's subconsultants during the project is documented and retained in project files.
- 1.3 Prepare Monthly Invoices and Progress Reports – Prepare monthly invoices, budget status summaries, and updated progress reports, and coordinate progress scheduling.
- 1.4 Attend Coordination Meetings – Prepare for and attend coordination meetings with City staff. Prepare meeting agendas and minutes for the meetings. *It is anticipated that the RH2 project manager and the City's project manager will need to meet to discuss various items not covered in the preliminary design milestone meetings in this Scope of Work. Two (2) coordination meetings are assumed for this Scope of Work, in addition to the ones covered in other task items.*
- 1.5 Prepare and Update Project Schedule – Create, maintain, and update the project design schedule. Monitor, modify, and update the project schedule each month or as needed to determine potential impacts of proposed changes. Adjust the duration, predecessor and successor relationships, constraints, linkages, deliverable descriptions and dates, reviews, percent completes, milestones, critical path, and task completion dates to reflect the project status and any revisions made to this Scope of Work.

RH2 Deliverables:

- Attendance at kick-off meeting. Meeting notice, agenda, and minutes in electronic PDF format.
- Monthly invoices and progress reports.
- Attendance at up to two (2) coordination meetings. Meeting agendas and minutes in electronic PDF format.
- Project schedule updates as needed in electronic PDF.

Task 2 –Coordination with Lacey and Olympia

Objective: Coordinate with the Cities of Lacey and Olympia as necessary to confirm acceptance of the wellfield development recommendations and communicate the City's progress with developing its share of the water right.

Approach:

- 2.1 Coordinate with Lacey and Olympia – Communicate the City's plan and progress with the first increment of the Brewery Wellfield development with the Cities of Lacey and Olympia.

Assumptions: *The Cities of Lacey and Olympia have already agreed with the City's preliminary plan to proceed with the first increment.*

Task 3 – Well No. 39 Rehabilitation

Objective: Rehabilitate Well No. 39 to improve well efficiency. This task will be accomplished by Shannon & Wilson and Holt Services as subconsultants to RH2, with RH2's oversight.

Approach:

- 3.1 Rehabilitate Well No. 39 – Subcontract and coordinate with Holt Services and Shannon and Wilson to rehabilitate Well No. 39, including well rehabilitation, post-rehabilitation performance testing, and post-rehabilitation video inspection of Well No. 39. Well rehabilitation will consist of mechanical brushing of the well casing and well screen; use of focused well impulse technology to loosen material

City of Tumwater
Brewery Wellfield Development – Phase 1

Exhibit A
Scope of Work

adhered to well screen and aquifer formation; focused groundwater pumping from zones of well screen to remove dislodged material; and removal of accumulated sediment from bottom of well.

- 3.2 Post-Rehab Testing Well No. 39 – Subcontract and coordinate with Holt Services to conduct step-rate pumping test and constant rate testing. Direct Holt Services to provide and install temporary test pump capable of 1,000 gpm flow, provide generator, discharge piping, and flow meter. RH2 will prepare an HPA permit for water discharge into nearby culvert connected to Deschutes River. RH2 will direct and observe pumping tests.
- 3.3 Prepare Technical Memorandum – Compare pre- and post-rehabilitation well efficiency testing and video logs, and summarize post-rehabilitation changes to well efficiency in a technical memorandum.

Assumptions: *Water discharged during well rehabilitation will be directed into a nearby topographic depression, 20 feet east of the well. The Well No. 39 pumping test and well video inspection, from September 2012, will be used as the pre-rehabilitation baseline. Water discharged during pumping test will be directed into nearby culvert, approximately 450 feet southeast of the well.*

Provided by City:

- Access to well building and coordination with Tumwater Parks and Recreation Department.

RH2 Deliverables:

- Two (2) hard copies, and one (1) PDF file of the final well rehabilitation technical memorandum to the City, as well as one (1) DVD of the video inspection.

Task 4 – Pipeline Alignment Study

Objective: Analyze alternatives and recommend preferred pipeline alignments from the well sources to the proposed treatment plant location. Determine how to convey raw water across the Deschutes River, if necessary.

Approach:

- 4.1 Prepare Pipeline Alignment Study – Prepare up to two (2) pipeline alignments from Well No. 39, irrigation wells, and any new wells to the proposed treatment plant location. Alignment will be prepared using aerial views and existing construction records information. Prepare conceptual cost estimate for each alignment alternative. Meet with the City to discuss preliminary alignments.
- 4.2 Analyze Deschutes River Crossing – Analyze pipe crossing alternatives for the Deschutes River, which include installing pipe on the existing bridge, constructing a new pipe bridge, and directional drilling under the river. The condition of the existing bridge will be evaluated for compliance with existing codes for seismic criteria.
- 4.3 Prepare Technical Memorandum – Prepare a technical memorandum summarizing the study. The proposed future water main alignment and site survey will be based on the recommendations in the technical memorandum.

Provided by City:

- Construction records for utilities within the golf course (if available).
- Construction records for the existing bridge (if available).

RH2 Deliverables:

- Two (2) hard copies and one (1) PDF file of the final pipeline alignment alternative technical memorandum.

Task 5 – Exploratory/Production Well Drilling

Objective: Drill one (1) well and evaluate potential yield and water quality of the aquifer at that location.

Approach:

- 5.1 Prepare Well Drilling Plans and Specifications – Confirm City preferences for drilling a small diameter exploratory well or a larger diameter production well. Identify the preferred test well location, drilling approach, and drilling depth. Prepare plans and specifications for contractor solicitation, and receipt of bids from well drillers for construction and testing of an exploration well. Meet with the Thurston County Department of Health to inspect the site for well siting approval.
- 5.2 Observe Well Construction – Observe well construction. Design screen assembly and well completion. Observe well development. Observe surface seal placement.
- 5.3 Observe Well Testing – Observe well testing. Measure water levels (or pressures) in pumping well and two (2) nearby existing wells. Periodically measure field water quality parameters. Collect water quality samples for laboratory analysis.
- 5.4 Prepare Report – Prepare a well construction and testing report summarizing the findings of subtasks 5.2 and 5.3. Estimate the potential combined yield of groundwater from Well No. 39, a new wellfield, and City irrigation wells.

Assumptions: *The City will contract and pay for well drilling services and laboratory testing fees directly.*

Provided by City:

- Coordination with Tumwater Parks and Recreation Department for access to and work on the golf course.
- Coordination with City-approved laboratory for sample containers, laboratory analysis, and direct invoicing of the City.

RH2 Deliverables:

- One (1) PDF file of the Plans, specifications, and engineer's estimate for well drilling and testing.
- One (1) PDF file of the draft report to the City for review and comment.
- Two (2) hard copies and one (1) PDF file of the final report.

Task 6 – Water Quantity Analysis

Objective: Perform hydraulic analyses for well pump selection.

Approach:

- 6.1 Evaluate Well Pumping Capacity – Evaluate well pump options and limitations to determine the pumping capacity for Well No. 39 and any new well(s) based on preliminary hydraulic calculations. *This evaluation will determine the design flow rate of the wellfield, up to the City's targeted flow rate of 2,171 gpm. The relatively small diameter of Well No. 39 may limit its pumping capacity. The number*

of any additional wells needed to obtain the entire instantaneous quantity would be determined based on the results of Tasks 5 and 6.

- 6.2 Attend Water System Operations Meeting – Meet with the City’s operations staff to identify overall water system operations and current operational accuracy of the water system’s hydraulic model. *This understanding will support that the results of the hydraulic modeling effort are representative of how the City’s system operates.*

Assumptions: *The City will coordinate with other consultant that is currently updating the City’s Water System Plan to perform the hydraulic modeling to accommodate the wells into the City’s water system.*

Provided by City:

- Hydraulic analysis results for well pump sizing.
- Meeting with operations staff to review accuracy of the hydraulic water model.

RH2 Deliverables:

- Two (2) hard copies and one (1) PDF file of the technical memorandum regarding hydraulics and initial pump selection.

Task 7 – Pilot Study, Data Acquisition, and Treatment Analysis

Objective: Perform a pilot study and acquire data on the existing well water quality. Evaluate different filtration methods and perform pH adjustment and disinfection analyses. Prepare a pilot study report and provide the City with treatment analysis findings.

Approach:

- 7.1 Collect and Review Data – Collect and review existing data on the water system and pertinent utilities/facilities serving the well site(s).
- 7.2 Perform Preliminary Filtration Alternatives Analysis – Prior to the pilot study, perform a planning-level evaluation to narrow the final options for filtration alternatives. This task will start with visits to other purveyors’ systems with City staff to view up to four (4) different existing filtration plants. The evaluation will include planning-level, full-scale filter sizing and space requirements, operator certification criteria, and capital and operating costs. RH2 will document the ancillary chemical feed systems and prepare a preliminary process and instrumentation diagram (P&ID). A decision matrix will be prepared based on the planning-level capital and operating costs, City preferences, and other criteria. The top two (2) filtration alternatives will be selected for proceeding to a pilot study.
- 7.3 Perform Pilot Study and Bench Scale Testing
- i) Initial Setup – The source wells naturally flow due to artesian pressure and the wells may be controlled to discharge at a rate of 20 gpm to support the pilot study. Coordinate with the City to install temporary fencing for site security at the area(s) where the pilot plant equipment will be temporarily located.
 - ii) Bench Scale Testing – Collect additional well raw water samples for raw water and bench scale testing. Test for pH (in field), iron, manganese, and ammonia. Additional raw water samples will be sent to a water quality testing laboratory (lab) to completely characterize raw water quality and potential impacts on proposed treatment. Perform bench scale testing to determine chlorine

dose to satisfy demands. Analyze the pH of the well(s) and determine chemical feed to increase pH to the levels currently found in the City's distribution system, if needed, for corrosion control.

- iii) Pilot Scale Testing – Operate at least two (2) pilot plant filter columns in parallel to test the preferred filtration alternatives. Sodium hypochlorite will be fed upstream of the filters for both oxidation and disinfection. Analyze the filter backwash water to determine the feasibility of recycling clarified water back for treatment. Analyze the compositions of the settled backwash wastewater to determine appropriate disposal.

Subcontract with Confluence Engineering Group, LLC (Confluence) to perform pilot study testing on one (1) Brewery Well and a blend of two (2) well waters. Confluence will provide the pilot filter columns, chemical feed systems, filter media, and instrumentation for the study. A Confluence technician will conduct the bench scale testing and daily pilot plant operations, water quality analyses, and data collection. Upon completion of the pilot study testing, Confluence will complete a pilot study report. *It is assumed that Confluence will only perform pilot testing at one (1) well. If the results of the bench scale or pilot tests warrants pilot testing for additional wells, then a contract amendment will be made at that time.*

RH2 will provide one (1) staff member to assist Confluence with pilot study equipment setup and teardown. RH2 will also provide additional pilot study planning and coordination with the City and Confluence.

Note that most water quality analyses will be conducted using equipment on-site. However, some water quality analyses must be sent to a lab. This will be determined during the pilot study task.

- 7.4 Review Pilot Study Report – Review Confluence's pilot study report to ensure its completeness. This report will include an analysis of bench scale and pilot testing results and laboratory data, and a summary of findings. The report will include documentation of the approach and equipment used in the pilot study; summary of the results; analysis of the data; and conclusions and recommendations for the treatment processes. Provide the City with a 90-percent draft pilot study report for review and comment.
- 7.5 Attend Pilot Study Meeting – Prepare for and attend one (1) meeting with the City to discuss the pilot testing City review comments regarding the pilot study report. Finalize the pilot study report for inclusion as a chapter in the project report that will be submitted to the Washington State Department of Health (DOH).
- 7.6 Complete Filtration Alternatives Analyses – Complete the analyses of the top two (2) preferred alternatives for filtration using the results of the pilot study to modify the capital and operating costs. Present final recommendation to the City for review and approval.
- 7.7 Evaluate pH Adjustment – Evaluate the need for pH adjustment of the well water using data collected in the bench scale testing and the City's existing water source quality and treatment objectives for pH adjustment. Analyses will include the use of the RTW® model to predict the corrosivity of the well water and compare it to the City's distribution system. If pH adjustment is found to be necessary, design criteria will be prepared for dosing, tank sizing, and metering pump sizing.
- 7.8 Size Disinfection System – Size the proposed bulk 12.5-percent liquid sodium hypochlorite disinfection feed system based on bench scale and pilot study testing chlorine dose recommendations. Include planning-level chlorine storage and feed system equipment selection; mechanical room layout;

provisions necessary to meet International Building and Fire Codes, and other required regulations; and capital and operating costs. Summarize the disinfection system and review with the City.

Assumptions:

- *The additional lab fees are unknown at this time; therefore, they are not included in this agreement and shall be paid by the City directly.*
- *The City will provide the temporary pumping and power supply systems and the site fencing to supply water, power, and security for the pilot plant. It is estimated that this will be needed for at least a two (2)-week duration.*
- *No formal taste and odor testing will be conducted. City staff will visit the site periodically while the pilot testing is in progress to verify that the water is acceptable.*
- *Pilot study water will be dechlorinated, volumetrically controlled, and discharged to the existing storm system.*

Provided by City:

- Data and documents as requested.
- Direct payment of all lab fees.
- Direct contracting and payment for temporary well pump, power supply, and fencing for the pilot study.
- Personnel for site visits and periodic taste and odor sampling of the pilot study water.

RH2 Deliverables:

- One (1) 90-percent pilot study report for City review and comment in electronic PDF.
- Two (2) hard copies and one (1) PDF file of the final pilot study report and recommendation on water treatment methods.

Task 8 – Engineering Geology Investigation

Objective: Collect and evaluate engineering geology data to complete the design and support construction of the well pump station and treatment plant.

Approach:

- 8.1 Compile and Review Background – Compile and review available documents describing the local geology at the project sites. Data will include plat development as-builts, geotechnical reports, and other City-provided information, as well as geologic maps, soil maps, and drillers' logs from public and private sources.
- 8.2 Perform On-site Engineering Geology Investigation – An engineering geology investigation will be performed to observe, characterize, and document earth materials and groundwater conditions at the well pump stations and treatment plant, and identify potential geologic hazards. RH2 will direct and observe the excavation of test pits at the well pump station and treatment plant sites to help determine and identify the characteristics of existing native earth and fill materials that are critical to the design process. *Four (4) test pits are assumed, and their locations will be included in the site survey. If field investigations reveal unanticipated geologic or hydrogeologic conditions that could have a significant impact on the design or construction of the well pump station and water treatment*

facility, additional exploration and authorization may be necessary. It is assumed that the City will provide a backhoe and operator for the test pit excavation. Soil laboratory services will be subcontracted by RH2 to analyze geotechnical properties of representative soil samples collected during the investigation.

- 8.3 Prepare Engineering Geology Report – Prepare an engineering geology report that summarizes the geological and shallow groundwater conditions at the project sites. Provide recommendations for the design and construction of the various facility alternatives, the well pump station and associated piping, and to support drilling contractor bids. The report will describe geologic hazards at the project sites and potential mitigation alternatives to meet Thurston County and City critical areas evaluation requirements. The report will include a site map, boring logs, test pit logs, soil lab reports, and site investigation photographs.

Provided by City:

- Data as requested.
- Backhoe and operator for test pit digging.

RH2 Deliverables:

- Subcontracting a licensed driller for borings.
- Subcontracting for soil laboratory services.
- Three (3) hard copies and one (1) electronic copy (PDF) of the final engineering geology report.

Task 9 – Treatment Plant and Well Pump Preliminary Design

Objective: Develop preliminary floor plan, mechanical, treatment equipment, electrical, and telemetry layouts for the proposed treatment plant.

Approach:

- 9.1 Develop Preliminary List for Design Criteria – Develop design criteria with the pertinent information for the well and treatment plant design, including structural, mechanical, appurtenances, chemical feed, electrical, and controls.
- 9.2 Evaluate Treatment Process Residuals Disposal Analysis – Evaluate up to three (3) backwash water handling and disposal options. Provide expected water quality and quantity of the wastewater to be discharged to the City's sewer system so that the City can analyze and confirm it will be acceptable. Provide a recommendation for review and approval by the City.
- 9.3 Prepare Preliminary Site Design – Prepare a preliminary site plan that identifies the proposed utility requirements, the building footprint, access road, and other site appurtenances.
- 9.4 Prepare Preliminary Building Layout – Prepare a preliminary treatment building layout, including a well pump station room, booster pump room (if necessary), a chemical room, and a filter vessel room, which would include electrical and control equipment. *It is assumed that the building will be a one-story, above-grade, rectangular structure with concrete masonry unit (CMU) walls and a wood truss/metal clip rib roof.*
- 9.5 Prepare Preliminary Mechanical Sizing and Layout – Prepare the preliminary mechanical design, including piping layouts and minor mechanical equipment sizing, for the treatment plant and well pump. Select equipment for the chemical storage and feed systems and prepare a preliminary layout.

It is assumed that chemicals will include bulk sodium hypochlorite and possibly a pH adjustment system.

- 9.6 Prepare Preliminary Electrical and Control Design – Calculate the preliminary electrical power supply requirements and backup power supply requirements. Develop an electrical one-line diagram identifying the electrical equipment and interconnections between the equipment. Identify electrical and control equipment size and include in the preliminary building layout.
- 9.7 Attend Control System Integrator Meeting – Meet with the City and its control system integrator to discuss control and telemetry requirements and develop preliminary telemetry plans.
- 9.8 Prepare Estimates and Schedule – Prepare a preliminary construction cost estimate based on the extent of the improvements. Identify annual operational and maintenance considerations and associated costs. Prepare overall project schedule.
- 9.9 Attend Treatment and Pump Station Preliminary Design Meeting – Meet with the City to discuss the preliminary floor plan, mechanical, treatment equipment, electrical, and telemetry layouts for the treatment plant and pump station. Revise plans based on input from the meeting.

Provided by City:

- Review of the anticipated wastewater discharge quality and comments on the acceptability of the handling and disposal options.
- One (1) set of 30-percent plans and preliminary design documents with City red-lined markups. *It is assumed the City will require a three (3)-week review period.*

RH2 Deliverables:

- Attendance at control system integrator meeting.
- Preliminary cost estimates and schedule in electronic PDF.
- Two (2) hard copy sets and one (1) PDF copy of the 30-percent preliminary site, treatment plant, and well pump drawings and preliminary design documents. Each hard copy set will include one (1) half-size color (11-inch by 17-inch) and one (1) full-size color (22-inch by 34-inch) print of each drawing.
- Attendance at preliminary design review meeting.

Task 10 – DOH Project Report Preparation

Objective: Prepare a project report based on applicable Washington Administrative Code requirements for the following project elements: well pump station; treatment system; reservoir; and booster pump station. The project report will document the project background and objectives, the sizing analyses of the mechanical and chemical equipment, and the results and recommendations for the facilities. Submit the project report to DOH. If necessary, respond to DOH review comments by letter.

Approach:

- 10.1 Prepare Project Report – Prepare the project report summarizing predesign information and documenting project design criteria based on identified alternatives. Prepare preliminary operations requirements and discussions, and certification required for the proposed system.

- 10.2 Conduct Internal QA/QC – Conduct an internal review and provide two (2) hard copies of a draft project report to the City for review.
- 10.3 Attend Project Report Meeting with City – Meet with the City to discuss the project report and required edits. Complete final edits to the report.
- 10.4 Respond to DOH Comments – Submit the project report to DOH. Compose a letter responding to review comments from DOH, if necessary.

Assumptions: *It is assumed that there will be only one (1) round of review comments from DOH.*

RH2 Deliverables:

- Two (2) hard copies and one (1) PDF file of the draft report to the City for review and comment.
- Attendance at meeting to discuss project report.
- Two (2) hard copies and one (1) PDF file of the final report to the City, and two (2) hard copies to DOH.

EXHIBIT B
City of Tumwater
Brewery Wellfield Development
Phase 1
Fee Estimate

Description	Staff Engineer	Staff Engineer	Staff Engineer	Staff Engineer	Electrical Project Engineer	Structural Engineer	Treatment Project Engineer	Project Engineer	Water Right Specialist	Principal Hydrogeologist	Treatment Manager	Electrical Manager	Project Manager	Principal	Administrative Support
Classification	Professional I	Professional I	Professional I	Professional II	Professional IV	Professional IV	Professional IV	Professional V	Professional V	Professional VII	Professional VII	Professional VII	Professional VI	Professional VI	Professional VI
Task 1 Project Management	-	-	-	-	-	-	34	-	34	2	-	-	48	40	8
1.1 Manage R&D Project Team	-	-	-	-	-	-	-	-	-	-	-	-	12	12	-
1.2 Maintain R&D Project Documentation	-	-	-	-	-	-	2	-	2	2	-	-	-	4	8
1.3 Prepare Monthly Invoices and Progress Reports	-	-	-	-	-	-	-	-	-	-	-	-	16	8	-
1.4 Attend Coordination Meetings	-	-	-	-	-	-	12	-	12	-	-	-	12	12	-
1.5 Prepare and Update Project Schedule	-	-	-	-	-	-	-	-	-	-	-	-	8	4	-
Task 2 Partner Coordination	-	-	-	-	-	-	-	-	8	-	-	-	2	8	-
2.1 Coordinate with Partners	-	-	-	-	-	-	-	-	8	-	-	-	2	8	-
Task 3 Well No. 89 Rehabilitation	-	-	-	-	-	-	-	-	48	20	-	-	2	6	4
3.1 Rehabilitate Well No. 89	-	-	-	-	-	-	-	-	8	4	-	-	2	2	-
3.2 Post Rehab Well Test	-	-	-	-	-	-	-	-	16	8	-	-	-	2	-
3.3 Prepare Technical Memorandum	-	-	-	-	-	-	-	-	12	8	-	-	-	2	4
Task 4 Pipeline Alignment Study	-	16	40	-	-	12	-	32	-	-	-	-	16	8	4
4.1 Prepare Pipeline Alignment Study	-	-	24	-	-	-	-	20	-	-	-	-	8	4	-
4.2 Analyze Describes River Crossing	-	16	-	-	-	8	-	4	-	-	-	-	4	2	-
4.3 Prepare Technical Memorandum	-	-	16	-	-	8	-	8	-	-	-	-	4	2	4
Task 5 Exploratory/Production Well Drilling	-	-	-	-	-	-	-	8	72	48	-	-	2	6	12
5.1 Prepare Well Drilling Plans and Specifications	-	-	-	-	-	-	-	8	8	16	-	-	2	2	8
5.2 Observe Well Construction	-	-	-	-	-	-	-	-	24	16	-	-	-	-	-
5.3 Observe Well Testing	-	-	-	-	-	-	-	-	24	12	-	-	-	-	-
5.4 Prepare Report	-	-	-	-	-	-	-	-	16	12	-	-	-	4	4
Task 6 Water Quantity Analysis	-	-	-	-	-	-	-	32	-	-	-	-	12	12	-
6.1 Evaluate Well Pumping Capacity	-	-	-	-	-	-	-	16	-	-	-	-	4	4	-
6.2 Attend Water System Operations Meeting	-	-	-	-	-	-	-	16	-	-	-	-	8	8	-
Task 7 Pilot Study, Data Acquisition, and Treatment Analysis	-	-	-	-	-	-	88	-	-	-	20	-	4	4	8
7.1 Collect and Review Data	-	-	-	-	-	-	8	-	-	-	4	-	-	-	-
7.2 Perform Preliminary Filtration Alternatives Analysis	-	-	-	-	-	-	16	-	-	-	4	-	2	2	-
7.3 Perform Pilot Study and Bench Scale Testing	-	-	-	-	-	-	12	-	-	-	2	-	-	-	-
7.4 Review Pilot Study Report	-	-	-	-	-	-	8	-	-	-	2	-	-	-	-
7.5 Attend Pilot Study Meeting	-	-	-	-	-	-	8	-	-	-	2	-	-	-	-
7.6 Complete Filtration Alternatives Analysis	-	-	-	-	-	-	12	-	-	-	2	-	2	2	2
7.7 Evaluate pH Adjustment	-	-	-	-	-	-	12	-	-	-	2	-	-	-	2
7.8 Size Diversion System	-	-	-	-	-	-	12	-	-	-	2	-	-	-	2
Task 8 Engineering Geology Investigation	-	-	-	-	-	-	-	-	-	36	-	-	-	-	4
8.1 Compile and Review Background Data	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-
8.2 Perform On-site Engineering Geology Investigation	-	-	-	-	-	-	-	-	-	16	-	-	-	-	-
8.3 Prepare Engineering Geology Report	-	-	-	-	-	-	-	-	-	16	-	-	-	-	4
Task 9 Treatment Plant and Well Pump Preliminary Design	64	16	56	44	20	-	68	62	-	-	6	18	54	26	-
9.1 Develop Preliminary List for Design Criteria	-	-	-	-	2	-	4	4	-	-	-	1	2	2	-
9.2 Evaluate Treatment Process Residuals Disposal Analysis	-	-	-	-	-	-	24	-	-	-	4	-	4	2	-
9.3 Prepare Preliminary Site Design	-	-	48	-	-	-	-	16	-	-	-	-	8	8	-
9.4 Prepare Preliminary Building Layout	-	16	-	-	-	-	-	8	-	-	-	-	8	4	-
9.5 Prepare Preliminary Mechanical Sizing and Layout	32	-	-	-	-	-	16	-	-	2	-	-	12	4	-
9.6 Prepare Preliminary Electrical and Control Design	-	-	-	82	12	-	2	2	-	-	-	6	2	2	-
9.7 Attend Control System Integrator Meeting	-	-	-	8	4	-	-	-	-	-	8	-	2	2	-
9.8 Prepare Estimates and Schedule	-	-	8	4	2	-	8	8	-	-	1	-	8	2	-
9.9 Attend Treatment and Pump Station Preliminary Design Meeting	-	-	-	-	-	-	8	8	-	-	-	-	8	4	-
Task 10 DCH Project Report Preparation	-	-	-	-	4	-	36	34	-	-	8	2	20	20	20
10.1 Prepare Project Report	-	-	-	-	4	-	22	22	-	-	4	2	8	8	12
10.2 Conduct Internal QA/QC	-	-	-	-	-	-	-	-	-	-	4	-	4	4	4
10.3 Project Report Meeting with City	-	-	-	-	-	-	8	8	-	-	-	-	6	6	-
10.4 Respond to DCH Comments	-	-	-	-	-	-	8	4	-	-	-	-	2	2	4
Brewery Wellfield Development	64	32	96	44	24	12	202	168	142	116	34	18	160	132	98



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2018

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

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

PRODUCER Sammamish Insurance, Inc. 704 228th Ave NE, PMB 373 Sammamish WA 98074		CONTACT NAME: Jona Bolin PHONE (A/C, No, Ext): (425) 898-8780 FAX (A/C, No): (425) 836-2865 E-MAIL: JonaBolin@msn.com ADDRESS:	
INSURED RH2 Engineering Inc 22722 29th Dr SE Ste 210 Bothell WA 98021		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company NAIC # 24082 INSURER B: The Ohio Casualty Insurance Company 24074 INSURER C: Continental Casualty Company 20443 INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL1751503054**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		BZS57962270	5/29/2017	5/29/2018	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		BAS57962270	5/29/2017	5/29/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
B	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO5796227	5/29/2017	5/29/2018	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000						
							\$
A	EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	BZS57962270	5/29/2017	5/29/2018	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 2,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 2,000,000						
C	Professional Liability Claims Made			AEH004312321	5/29/2017	5/29/2018	Per Claim \$3,000,000 Deductible \$200,000

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

The City of Tumwater is named as additional insured per BP0452 attached. Coverage is primary as respects General Liability.

Project:PSA Brewery Wellfield Development

CERTIFICATE HOLDER**CANCELLATION**

City of Tumwater
555 Israel Rd. SW
Tumwater, WA 98501-6515

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

A Fugitt CPCU/JONA

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Tumwater
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any state or governmental agency or subdivision or political subdivision shown in the Schedule is also an additional insured, subject to the following provisions:

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:


If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

Memo

To: Melody Valiant, City Clerk
From: Jessica Ashlee, Interim Public Works Secretary 
Date: January 26, 2018
Re: Fully Executed Original SPA for RH2 – Brewery Wellfield Development

Melody,

Please find a fully executed SPA with RH2 for the Brewery Wellfield Development for Laserfiche.

Please let me know if you have

Thank you,
Jessica

Copy to Project File: 2017031