

RESOLUTION NO. 5158-13

RESOLUTION AUTHORIZING A PERSONAL SERVICES AGREEMENT FOR
FINAL ENGINEERING FOR THE C2 WATER RESERVOIR

WHEREAS, the City of Tualatin issued a solicitation for request for proposals for the C2 Water Reservoir; and

WHEREAS, the project was advertised in the *Daily Journal of Commerce* on December 13, 2013; and

WHEREAS, one proposal was received prior to the close of the bid period on December 31, 2013; and

WHEREAS, CH2M Hill submitted the best proposal for engineering services for the project; and

WHEREAS, City staff reviewed the responsive proposals and recommend the City Council award the contract to CH2M Hill to provide professional services for the C2 Water Reservoir; and

WHEREAS, there are now funds available to complete this project in the Water SDC Fund; and

WHEREAS, the procurement complied with the City's public contracting requirements; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City of Tualatin hereby awards the Personal Services contract for the C2 Water Reservoir to CH2M Hill.

Section 2. The City Manager is authorized to execute a contract with CH2M Hill in the amount of \$391,594.00.

Section 3. The City Manager is authorized to execute Contract Amendments totaling up to 10% of the original contract amount.

Section 4. This Resolution is effective upon adoption.

Adopted by the City Council this 10 Day of March, 2014.

CITY OF TUALATIN, OREGON

BY Monique L. Beikman
Mayor Council President

APPROVED AS TO FORM

BY S-B
City Attorney

ATTEST:

BY Homb
City Recorder

**CITY OF TUALATIN
PERSONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of the date first indicated on the signature page by and between the City of Tualatin, a municipal corporation of the State of Oregon ("City"), and CH2M HILL ("Consultant").

ENWAINETD, INC

Section 1. Agreement Documents.

- A.** The Agreement Documents consist of the following:
1. This Agreement;
 2. Any documents specifically referenced in this Agreement;
 3. The attached Scope of Work; and
 4. Tualatin Public Works Design Standards.
- B.** There are no Agreement Documents other than those listed in subsection A.

Section 2. Work.

- A. Completion.** Consultant shall complete all Work that is generally described as set forth in Attachment A, which is incorporated into this Agreement as if fully set forth.
- B. Authenticity by Consultant.** All written documents, drawings, and plans submitted by Consultant in completing the Work shall bear the signature, stamp, or initials of Consultant or Consultant's authorized Project Manager.
- C. Qualified Professionals.** All Work shall be performed by qualified engineers and other professionals that are properly licensed under the laws of the State of Oregon.
- D. City Standards.** All design work shall be according to City of Tualatin standards, including but not limited to, the Tualatin Municipal Code and Tualatin Public Works Standards, applicable Master plans, and all other applicable documents referenced in any of these documents.
- E. Solely Responsible.** Consultant shall be solely responsible for all Work under this Agreement, including all services, labor, materials and supplies, documents, permits and other requirements to complete the Work, whether produced by Consultant or any of Consultant's subcontractors or consultants, except for those items identified as the responsibility of the City.
- F. Sufficient Plans.** Consultant warrants that the Agreement specifications and plans, if any, prepared by Consultant will be adequate and sufficient to accomplish the purposes of the project and that review or approval by the owner of the plans and specifications shall not diminish the warranty of

adequacy.

- G. Project Costs.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, given the uncertainty with such projections, City acknowledges Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.
- H. Subsurface Investigations.** City acknowledges Consultant makes no warranty about subsurface conditions and cost/execution effects, even if analyzed, as soils, foundation, ground water, and other subsurface investigations may vary significantly between successive test points and sample intervals.
- I. Record Drawings.** Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Engineer is not responsible for errors or omissions in the information from others that are incorporated into the record drawings.
- J. Additional Work.** If City requests. Consultants to provide additional services not included in the Work described on Attachment A, the parties will enter into a written amendment to include such Work. The Agreement price for such additional Work shall not exceed Consultant's hourly rate as agreed to in Attachment A. No compensation for additional services shall be paid or owing unless both parties specifically agree in writing to such additional compensation and services.

Section 3. Effective Date. The effective date of this Agreement is the date of both Parties sign this Agreement ("Effective Date"). If the parties sign on separate dates, the latter date shall be the Effective Date.

Section 4. Time is of the Essence. Consultant agrees that time is of the essence under this Agreement.

Section 5. Standard of Care. In the performance of its professional services, Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. Consultant will reperform any services not meeting this standard without additional compensation. Consultant's reperformance of any services, even if done at City's request, shall not be considered as a limitation or waiver by City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care or this Agreement.

Section 6. Duty to Inform. If during the performance of this Agreement or in the future, Consultant becomes aware of actual or potential problems, faults, or defects in the

projects, any nonconformance with the federal, state or local law, rule, or regulation, or has any objection to a decision or order made by City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice to City's Project Manager. Delay or failure by City to provide a written response to Consultant shall not constitute agreement with, nor acquiescence to, Consultant's statement or claim, nor constitute a waiver of City's rights.

Section 7. Independent Consultant; Responsibility for Taxes and Withholding.

- A. Independent Contractor.** Consultant shall perform all Work as an independent Contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Work.
- B. Conflict of Interest.** If Consultant is currently performing work for another government, corporation, or other entity, Consultant by signature to this Agreement, represents and warrants that: Consultant's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the government, corporation, or other entity for which Consultant currently performs work would prohibit Consultant's Work under this Agreement.
- C. Not an Officer, Employee or Agent.** Consultant understand and agrees that Consultant is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- D. Federal and State Taxes.** Consultant shall be responsible for all federal or state taxes applicable to compensation or payments paid to Consultant under this Agreement and, unless Consultant is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligations. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from City under this Agreement. Consultant is not entitled to, and expressly waives all claims to City benefits, including but not limited to health and disability insurance, paid leave, and retirement.

Section 8. Subcontracting.

- A. Services.** Consultant's services are unique and as such, shall not enter into any subcontracts for any of the Work required by this Agreement without City's prior written consent.
- B. Subcontract.** If City permits a subcontract as set forth in subsection A, in addition to any other provisions City may require, Consultant shall include in any permitted subcontract under this Agreement provisions to ensure that City will receive the benefit of subcontractor's performance as if the

subcontractor were the Consultant. City's consent to any subcontract shall not relieve Consultant of any of its duties or obligations under this Agreement.

- C. Written Agreements.** All subcontracts for services shall be issued under written agreements that include all provisions required under Oregon Public Contracting law and substantially similar to the City's Standard Agreement provisions. Consultant shall provide City a copy of all Agreements with subcontractors who are performing work under this Agreement, upon request by City.

Section 9. Ownership of Intellectual Property.

- A. Definitions.** As used in this Section and elsewhere in this Agreement, the following terms have the meanings set forth below:

- (i) "Consultant Intellectual Property" means any intellectual property owned by Consultant and developed independently from the Work.
- (ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than City or Consultant.
- (iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Consultant is required to deliver to City pursuant to the Work.

- B. Original Works.** All Work Product created by Consultant pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Consultant hereby irrevocably assigns to City any and all of its rights, title and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in City. Consultant forever waives any and all rights relating to original Work Product created pursuant to the Work; including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. In the event that Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property, or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform

and display the pre-existing elements of the Consultant Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf. In the event that Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on the City's behalf and in the name of the City an irrevocable, non-exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf.

- C. Consultant Intellectual Property.** All of the work product specifically developed for the City of Tualatin during executing this Agreement shall belong to the City. City of Tualatin is granted an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the CH2M HILL intellectual property, and to authorize others to do the same on City's behalf. CH2M HILL shall retain all right, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secrets and other intellectual property rights) in, and will have the right to use for any purpose, all Pre-Existing CH2M HILL Material. CH2M HILL shall not be liable for damages or costs due to any reuse, modification or alteration of the work product by the City of Tualatin.
- D. Third Party Works.** In the event that Work Product is Third party Intellectual Property, Consultant shall secure on the City's behalf and in the name of City, an irrevocable, non-exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on City's behalf.

Section 10. Agreement Price.

- A. Hourly Rate.** City agrees to pay Consultant on an hourly basis for actual hours worked on this project. The hourly rate is shown on Attachment B, which is attached hereto and incorporated into this Agreement as if fully set forth.
- B. Maximum Fee.** In no event will City pay Consultant a price not to exceed \$391,594, which is inclusive of all hours necessary to complete the Work.

Section 11. City Funds for Payment. City certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement. **OR** Consultant understand and agrees that City's payment of amounts under this Agreement is contingent on City receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

Section 12. Payment Process.

- A. Invoices.** Consultant shall furnish City an invoice for services on a monthly basis. The invoice shall contain an itemized statement showing the number of hours worked on the project by Consultant.
- B. Reimbursable Expenses.** City's Payment for reimbursable expenses shall be limited to those reimbursable expenses set forth on Attachment A, which are actually incurred by Consultant and itemized on Consultant's bill for services.
- C. Payment for Services.** City will pay Consultant for services invoiced within 30 days of receiving an itemized invoice, unless City disputes the invoice, in which case City will only pay for those services not in dispute.

Section 13. Consultant's Representations.

- A.** In order to induce City to enter into this Agreement Consultant makes the following representations and warranties:
 - (i) Consultant has the power and authority to enter into and perform his Agreement;
 - (ii) This Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms;
 - (iii) Consultant has examined and carefully studied the Agreement Documents and the other related data identified in the Agreement Documents;
 - (iv) Consultant has become familiar with conditions that may affect cost, progress, and performance of the Work;
 - (v) Consultant has the skill and knowledge possessed by well informed members of its industry, trade or profession and Consultant will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Consultant's industry, trade or profession;
 - (vi) Consultant shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - (vii) Consultant prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

- B. Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

Section 14. Suspension of Work. The City may suspend work upon a finding that any of the following grounds exist:

- A. False, Misleading, or Erroneous Data.** False, misleading, or erroneous data or information submitted on Attachment A or any other plans submitted in connection with the Work.
- B. Materials or Workmanship.** Materials or workmanship which do not meet specification for the construction or installation of the Work; or construction or installation which varies from the Attachment A.
- C. Violations.** Violation of any of the provisions of the Tualatin Municipal or Development Code governing the Work.
- D. Stop Work Orders.** Upon suspension of the work as provided in Section 14 above, the City shall cause to be issued a written "stop work order" to be sent by regular mail to Consultant.

Section 15. Notice to Parties. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, mail facsimile, or email.

- A. Notice by Personal Delivery.** Any communication or notice given by personal delivery shall be effective when actually delivered.
- B. Notice by Mail.** Notice given by mail shall be by postage prepaid, to Consultant or City at the address, set forth herein, or to such other addresses or numbers as either party may indicate pursuant to this Section 15. Any communication or notice so addressed and mailed shall be effective five (five) days after mailing.
- C. Notice by Facsimile.** Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against City, any notice transmitted by facsimile must be confirmed by telephone notice to City's Agreement Administrator.
- D. Notice by Email.** Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- E. Party to be Notified.** Unless otherwise notified in writing as set forth above,

notices shall be given to the Project Managers. If a Party's Project Manager is changed, notification of the change shall be promptly made in writing to the other party. If a party receives a communication from the other party not executed by the Project Manager, the party may request clarification by the other party's Project Manager, which shall be promptly furnished.

1. **Kaaren Hofmann**
Engineering Manager
18880 SW Martinazzi Avenue
Tualatin, OR 97062
khofmann@ci.tualatin.or.us

2. **Brad Phelps**
CH2M Hill
2020 SW 4th Avenue, Ste 300
Portland, OR 97201
Brad.Phelps@ch2m.com

Section 16. City's Obligations. In addition to obligations of City described in other parts of the Agreement Documents, City shall be responsible for providing the following:

- A. **Timely Response.** City shall respond in a timely manner to all properly submitted requests from Consultant.

- B. **Cooperation.** City shall cooperate with Consultant to promptly review, comment on and approve all proposals and work that comply with the requirements of this Agreement.

Section 17. Assignment of Agreement. No assignment of any rights, duties, responsibilities, or interests in the Agreement will be binding on the other party without the written consent of the party sought to be bound. No assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

Section 18. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

Section 19. Severability. If any term or provision of this Agreements is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and 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 term or provision held to be invalid.

Section 20. Merger Clause; Waiver. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are not understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by both parties and all

necessary City approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Whenever under this Agreement either party, by a proper authority, waives either party's performance in any respect or waives a requirement or condition of either party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever of subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times that either party may have waived performance, requirement, or condition.

Section 21. Agreement Construction. This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of Agreement construction and evidence shall apply. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Agreement interpretation.

Section 22. Records Maintenance; Access. Consultant shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Consultant shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Consultant's performance. Consultant acknowledges and agrees that City, the State of Oregon, and the federal government and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Consultant's that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Consultant shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

Section 23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement. Consultant and the City are the only parties to this Agreement and are intended to be the only entities entitled to exercise and enforce the rights and obligations created by this Agreement. References in this Agreement to any employee, consultant, subcontractor or other agent of either party are made for the purpose of the convenience of the two parties in determining their respective rights and obligations hereunder and are not intended to imply that such entities shall have any contractual rights hereunder.

Section 24. Nondiscrimination; Compliance with Applicable Law. Consultant agrees that no person shall, on the grounds of race, color, religion, sex, marital status, familial status, domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or veteran status suffer

discrimination in the performance of this Agreement. Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with:

- (i) Title VI of the Civil Rights Act of 1964;
- (ii) Section V of the Rehabilitation Act of 1973
- (iii) The Americans with Disabilities Act of 1990 and ORS 659.425;
- (iv) All regulations and administrative rules established pursuant to the foregoing laws; and
- (v) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 25. Registered in Oregon and City of Tualatin. If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Consultant shall demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon prior to entering into this Agreement. Consultant shall have or acquire a City business license prior to executing this Agreement.

Section 26. Use of Recycled Products. Consultant shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

Section 27. Force Majeure. Neither City nor Consultant shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Consultant, respectively. Consultant shall; however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

Section 28. Survival. All rights and obligations of the parties shall cease upon termination or expiration of this Contract, except for the rights and obligations of a party for payment of completed Work, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions concerning property rights and governing laws which, by their nature, must survive termination to accomplish the intent of the parties as expressed in this Contract.

Section 29. Joint and Several Liability. In the event Consultant includes more than one person or entity, all such persons or entities shall be jointly and severally liable for all conditions herein.

Section 30. Indemnification.

- A. General Indemnity.** Consultant shall defend, save, hold harmless, and indemnify the City, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Consultant or its officers, employees, subcontractors, or agents under this Agreement.
- B. Indemnity for Infringement Claims.** Without limiting the generality of Section 30(A), Consultant expressly agrees to defend, indemnify, and hold City, its officers, employees, and agents, harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys' fees, and damages arising out of or related to any claims that the work, the work product or any other tangible or intangible items delivered to the City by Consultant that may be the subject of protection under any state or federal intellectual property law doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that City shall provide Consultant with prompt written notice of any infringement claim.
- C. Control of Defense and Settlement.** Consultant shall have control of the defense and settlement of any claim that is subject to Section 30; however, neither Consultant nor any attorney engaged by Consultant shall defend the claim in the name of the City, nor purport to act as legal representative of the City or any of its officers, employees, or agents without first receiving from the City, in a form and manner determined appropriate by the City, authority to act as legal counsel for the City, nor shall Consultant settle any claim on behalf of the City without the approval of the City. The City may, at its election and expense, assume its own defense and settlement in the event that the City determines that the Consultant is prohibited from defending the City, or is not adequately defending the City's interests, or that an important governmental principle is at issue and the City desires to assume its own defense.

Section 31. Insurance. Consultant shall provide City with evidence of the following insurance coverage's prior to execution of this Agreement. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon and certified as a true copy by an authorized representative of the issuing company or a certificate in a form satisfactory to City certifying to the issuance of such insurance, shall be furnished to City. Unless specifically set forth on Attachment A, insurance and related costs shall be borne by Consultant. All policies shall be written on an "occurrence basis, "except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, and maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to City before they may be revised, non-renewed, canceled, or coverage reduced. Excepting professional liability and worker's compensation coverage, all

policies shall provide an endorsement naming the City, its officers, employees, and agents as additional insureds. If the policy lapses during performance, City may; treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultant's or a substitute) the premium amount and withhold the amount from payment to Consultant; and use any other remedy provided by this Agreement or by law.

- A. Automobile.** Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- B. General Liability.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Consultant or of any of its employers, agents, or subcontractors, with \$2,000,000 per occurrence and in the aggregate.
- C. Professional Liability Insurance of \$2,000,000 per Occurrence and In the Aggregate, Including Contractual Liability Coverage.** If Consultant proposes using subcontractors, City may require subcontractors to provide professional liability insurance, provided the amount and form of coverage complies with this section.
- D. Limitation of Liability.** To the maximum extent permitted by law, CH2M HILL's liability for City of Tualatin's damages will not, in the aggregate, exceed \$1,500,000. This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it. This limitation of liability will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.
- E. Policy Coverage.** Coverage provided by this policy(ies) shall be primary and any other insurance carried by City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance.
- F. Workers Compensation.** Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017.

Section 32. Execution of Agreement. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

Section 33. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Consultant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided; however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver of any form of defense or immunity from any Claim or from the jurisdiction of any court. Consultant, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. City and Consultant each represent and warrant that the individual(s) executing this Agreement have taken all steps necessary to secure full authority to bind the City and Consultant, respectively, for the acts, expenditures, and obligations contemplated in this Agreement to be performed by each of them.

Section 34. Public Contracting Requirements. Consultant shall comply with provisions of ORS 279A.110; ORS 279B.2210, 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. City's performance under the Agreement is conditioned upon Consultant's compliance.

Section 35. Default; Remedies; Termination.

A. Default by Consultant. Consultant shall be in default under this Agreement if:

- (i) Consultant institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- (ii) Consultant no longer holds a license or certificate that is required for Consultant to perform its obligations under the Agreement and Consultant has not obtained such license or certificate within fourteen (14) calendar days after City's notice or such longer period as City may specify in such notice; or
- (iii) Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Consultant's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or such longer period as City may specify in such notice.

B. City's Remedies for Consultant's Default. In the event Consultant is in default under Section 35(A), City may, at its option, pursue any or all of the

remedies available to it under this Agreement and at law or in equity; including, but not limited to:

- (i) Termination of this Agreement;
- (ii) Withholding all monies due for Work and Work Products that Consultant has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (iii) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (iv) Exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Consultant was not in default, then Consultant shall be entitled to the same remedies as if this Agreement was terminated.

C. Default by City. City shall be in default under this Agreement if:

- (i) City fails to pay consultant any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Consultant's notice or such longer period as Consultant may specify in such notice; or
- (ii) City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30) calendar days after Consultant's notice or such longer period as Consultant may specify in such notice.

D. Consultant's Remedies for City's Default. In the event City terminates the Agreement, or in the event City is in default and whether or not Consultant elects to exercise its right to terminate the Agreement, Consultant's sole monetary remedy shall be (i) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and (ii) with respect to deliverable based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Consultant. In no event shall City be liable to Consultant for any expenses related to termination of this Agreement or for any anticipated profits. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection,

Consultant shall pay immediately any excess to City upon written demand provided.

E. Termination by City. At its sole discretion, City may terminate this Agreement:

- (i) For any reason upon thirty (30) days' prior written notice by City to Consultant;
- (ii) Immediately upon written notice if City fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
- (iii) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Agreement is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.
- (iv) City's Right to Terminate for Cause. In addition to any other rights and remedies City may have under this Agreement, City may terminate this Agreement immediately upon written notice by City to Consultant, or at such later date as City may establish in such notice, or upon expiration of the time period and with such notice, upon the occurrence of any of the following events:
 - (a) Consultant is in default because Consultant institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - (b) Consultant is in default because Consultant no longer holds a license or certificate that is required for it to perform services under the Agreement and Consultant has not obtained such license or certificate within fourteen (14) days after City's notice or such longer period as City may specify in such notice; or
 - (c) Consultant is in default because Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Consultant's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14)

calendar days after City's notice, or such longer period as City may specify in such notice.

F. Termination by Consultant. Consultant may terminate this Agreement with such written notice to City upon the occurrence of the following events.

- (i) City is in default because City fails to pay Consultant any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Consultant's notice of the failure to pay or such longer period as Consultant may specify in such notice; or
- (ii) City is in default because City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure such failure within thirty (30) calendar days after Consultant's notice or such longer period as Consultant may specify in such notice.

G. Return of Property upon Termination. Upon termination of this Agreement for any reason whatsoever, Consultant shall immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Consultant in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Consultant shall immediately cease all activities under this Agreement, unless City expressly directs otherwise in such notice of termination. Upon City's request, Consultant shall surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

H. City's Remedies Cumulative. In the event of termination, in addition to the remedies provided herein, City shall have any remedy available to it in law or equity. City shall also have such remedies as are available to it in law or equity for Consultant's breach without the requirement that City first terminate this Agreement.

Section 37. Dispute Resolution.

A. Process. If Consultant is not in agreement with a decision of the City under this Agreement, Consultant shall comply with the following process:

- (i) Consultant shall file a written notice of appeal with the City Engineer within fifteen (15) days following receipt of the City's written decision.

- (ii) City Engineer shall have sixty (60) days for review of the appeal prior to presenting a decision to Consultant. During the sixty (60) day period, City Engineer shall appoint a three-person management team as the authorized review panel. The review panel may call on the resources appropriate to evaluate the merit of the appeal. This may include; but not be limited to, City's attorney, Consultant, and any employee of City.
- (iii) Prior to the end of the sixty (60) day review period, the City Engineer shall issue a written decision o Consultant. If Consultant is agreeable with this decision, a Change Order shall be processed consistent with the decision.

B. Exhaustion of Remedies. If Consultant is not in agreement with the written decision of City Engineer, Consultant shall only then be entitled to initiate legal action as the prescribed administrative remedies have been exhausted.

C. Complaint. Any claim that cannot be resolved between the parties as set forth in this Section shall be initiated by filing a complaint as set forth in Section 37. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to mediation. If the parties cannot agree on a mediator, the Presiding Judge for Washington County, shall select the mediator. Only if the dispute cannot be resolved by mediation, shall the parties proceed to litigate the claim in court.

REMAINDER OF PAGE LEFT BLANK FOR FORMATTING PURPOSES

Section 38. Attorney Fees. If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce any rights herein or otherwise pursue, defend or litigate issues related to this Agreement, each party shall be liable for their own attorneys' fee and costs, including those on appeal. The parties each agree and hereby waive any right to attorney fees granted by statute or rule that conflicts with this provision.

**CONSULTANT, BY EXECUTION OF THIS AGREEMENT,
HEREBY ACKNOWLEDGES THAT CONSULTANT HAS READ
THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE
BOUND BY ITS TERMS AND CONDITIONS**

APPROVED AND ENTERED this 20th day of March, 20 14.

CH2M HILL ENGINEERS, Inc
(Consultant)

City of Tualatin

By [Signature]

By [Signature]

Title Deputy Mayor

Title - City Manager

Address 2020 SW 4th Ave

18880 SW Martinazzi Ave.

Tualatin, OR 97201

Tualatin, OR 97062

Telephone 503-736-4042

503-692-2000

32-0100027
Consultant's Federal ID Number or
Social Security Number

APPROVED AS TO LEGAL FORM

[Signature]
City Attorney

Attachment A
CONSULTANT'S SERVICES

Table 1

CONSULTANT'S HOURLY RATES
(CH2M HILL)

The following hourly rates are effective through project completion or January, 2014.

Attachment B

CITY'S RESPONSIBILITIES

Steel Tank C-2 Reservoir: Permitting Assistance, Design, and Construction Services

Project Understanding and Approach

The City of Tualatin is planning to further develop the Frobase reservoir site with an additional welded steel tank reservoir to serve the C-Level service area which has an overflow elevation of 506-foot. The 1 acre site is located in unincorporated Washington County. The new steel tank will provide additional storage for the C-level and also provide redundant storage for that level to accommodate removing one of the reservoirs from service for maintenance and improvements.

CH2M HILL previously assisted the City of Tualatin in attaining a land use permit for developing the project site, which provides the stipulated requirements of the project. The C-2 reservoir design will be consistent with the requirements established in the approved land use permit 09-164-SU/D/M.

The new C-2 reservoir will operate in parallel with the existing C-1 reservoir. The existing C-1 and new C-2 reservoir will be supplied from the Norwood pump station which has a peak capacity of 2,800 gpm. The new tank will be provided with a separate inlet/outlet to enhance mixing in order to reduce dead volumes and stratification in the reservoir and improving water quality. Provisions will be provided for the addition of electrically powered (solar or grid) water mixing system, which may or may not be constructed within this project. Corrosion protection measures for both the tanks and new pipeline will be incorporated into the project.

Our project team will consist of CH2M HILL, Winterbrook Planning and Greenworks PC. CH2M Hill will be serving as the prime contractor and in the role of project manager and design lead for the project. Winterbrook will provide assistance in attaining a land use permit extension (if necessary), and Greenworks PC will serve as the Landscape architect for the project.

As required by the Land Use approval, the building permit is to be acquired by August 7th, 2014, or an extension to the permit is needed.

The design will be produced using the requirements of the 2014 International Building Code, expected to be adopted by Washington County during the design of this project.

Task 1 - Preliminary Design

Our design team will finalize the C-2 preliminary design to ensure all aspects of the project are defined to the City's desired project features.. A significant portion of the predesign activities have been completed including the following:

- Geotechnical evaluation and seismic hazard evaluation
- Site survey

- Development of stormwater and overflow management approach
- Concept site design and site landscape

Geotechnical Predesign The geotechnical evaluation was based on the findings developed from a 1994 geotechnical exploration supplemented with cone penetrometer testing (CPT) conducted in 2009. CH2M HILL has completed a geotechnical site report and site specific seismic hazards evaluation based on the original site design submitted with the Land Use Permit application. The site-specific seismic hazards evaluation for the reservoir location provides recommendations for foundation and structure type as well as specific seismic design criteria. CH2M HILL used USGS probabilistic seismic hazard data for ground shaking on rock and the computer program, ProShake (EduPro, 2001) to perform the site response analyses and determine the level of induced shaking at the ground surface of the site for the appropriate seismic design events. The previously prepared site specific hazards report will need to be updated to be current with the 2014 IBC requirements and will be issued as part of the preliminary design package.

Structural Predesign: Project specific design requirements will be determined for the new tank by considering the following: geotechnical recommendations (including updates), the International Building Code (2014 IBC) requirements as amended by the Oregon Structural Specialty Code (2009 OSSC) and as required by the reference code of ASCE 7-10, and AWWA D100-11 Potable Water Steel Tank design requirements. Project specific design requirements will include wind, seismic, and performance based parameters. The design loads will be verified with the Washington County building department. Higher seismic requirements in recent codes have dictated new design considerations to accommodate seismic sloshing of the contents an evaluation of additional wall height versus design of roof-wall connections and roof members to accommodate sloshing forces will be evaluated during preliminary design.

Preparation of Preliminary Plans

CH2M HILL will prepare the following plans and reports during the preliminary design phase:

- Landscaping Plan (complete) and concept Irrigation Plan
- Site Civil Plan
- Grading Plans
- Tank Elevations (illustrating common floor evaluations for C-1 and C-2, overflow elevations, and roof elevations)
- Yard Piping Plan with hydraulic calculations to determine Inlet/Outlet pipeline constraints to maintain approximate similar water surface elevation between the tanks.
- Process and Instrumentation Diagram (P&ID)
- Electrical One-Line diagram (Verify existing power supply can provide for new C-1 mixer to be installed now and for future mixer at C-1.)
- Stormwater Management Report
- Geotechnical Site Specific Analysis (conforming to IBC 2014)

- Structural Design Criteria Report
- Mixing Options Report (City desire to install mixing system during construction of C-2 Tank and later install a mixer under separate contract for reservoir C-1.)

Task 2 – Permitting Assistance

As needed for possible extension of the approved Land Use approval, CH2M HILL and Winterbrook Planning will assist the City of Tualatin in attaining an extension to their existing Land Use Permit 09-164-SU/D/M.

CH2M HILL will also assist the City of Tualatin in attaining required construction permits. This will include close coordination of land use requirements and the design development for approval by Washington County, Department of Environmental Quality (DEQ), and the Drinking Water Services of the Oregon Health Authority. Our design plans will contain the required information to obtain permits associated with construction of the new reservoir. The design drawings will be submitted to Washington County to obtain necessary commercial construction permits, which include building, plumbing, underground utilities, and electrical permits. In addition to the commercial construction permits, an excavation and grading permit will be needed. Oregon DEQ will also require a DEQ NPDES construction permit (1200-C).

The site appears to be relatively unencumbered by environmental permitting constraints. It appears that jurisdictional wetlands or waters are not present on the site or within 200 foot of the site based on data from the USGS topographic quad map, National Wetlands Inventory, Metro's Habitat Tool, and Washington County Rural Natural Resource Plan. This implies that only the CWS prescreening process will be all that is required, we are assuming that attaining a service provider letter will not be required.

Fees for any permit applications will be paid by the City direct to the regulatory agencies.

Land Use Permit 09-164-SU/D/M Requirements

The Land Use Notice of Decision 09-165-SU/D/M issued by Washington County stated that the following shall be submitted prior to implementing any ground disturbing activities and issuance of a grading permit, CH2M HILL will assist the City of Tualatin in ensuring these activities are completed:

Submit to Washington County Planning Services:

- Construction Plans shall include 2 Parking Spaces designed in accordance with Section 413-5.3
- Provide evidence that a construction right of way permit has been obtained from the operations division for the existing access to SW 82nd Ave. (Section 207-5)
- Provide evidence that the applicants engineer (CH2M HILL) has inspected SW 82nd Avenue between terminus and its intersection with SW Frobase Road to document the pre- construction road conditions.
- Provide evidence of Fire Marshal Approval for the access driveway. Access to the site shall be granted to TVFR via a Knox Box (Section 409-5).

Submit to the Building Service Division:

- Grading, drainage, and erosion control plans for the proposed facility consistent with the preliminary approved plans in the case file. The erosion control plans shall be prepared in conformance with the Washington County Erosion Control Plans Technical Guidance Book. The approved erosion control plan shall be fully implemented during construction as required by OAR 340-41-455(3)(B), Section 410).
- Final construction plans, including necessary engineering plans and calculations.

Task 3 - Final Design

Project final design will commence once we attain endorsement of the preliminary design from the City of Tualatin. Once predesign concepts are approved and final design commences this scope assumes the preliminary design concepts will be frozen and changes in the preliminary design subsequent of initiating final design could result in additional engineering costs.

We are planning to performance specify the C-2 steel tank structure, similar to the approach undertaken for the recently constructed A-2 reservoir design, where the Tank Constructor will be responsible to provide the required detailed, deferred submittals and calculations of the structure. We will complement the performance specification approach with experienced in-house design calculations developed for both permitting review as well as quality control/approval of the submittal provided by the tank fabricator.

We will develop a design that incorporates cathodic protection in both the C-1 and C-2 reservoirs to be implemented as part of this project. We will utilize our in-house corrosion specialist to develop a design that will optimize the performance of the protective coating system and reduce the occurrence of corrosion through techniques such as seal welding interior roof plates.

In the contract documents we will require the contractor restore the existing roadway to preconstruction conditions, both on-site and also the paved portion of SE 82nd Avenue that may need repairs from construction damage.

It is anticipated that the instrumentation and control strategy for C-2 reservoir will be similar to the C-1 reservoir which utilizes a pressure transducer for monitoring the reservoir water level that is interconnected to the SCADA system and serves as an input for the Norwood Pump Station. Our approach assumes that all software integration would be provided by the City of Tualatin's preferred system integrator - Callisto Integration and would be provided under the general contractor. We will prepare an instrumentation and control specification, operational narrative, and include a scope of work attained from the City of Tualatin's preferred software integrator to include in the contract documents as a cash allowance bid item.

Our formal but flexible phased design process will include deliverables at predesign (30%), interim design (60%) and contract document finalization (90%), all aiming to seek owner and quality assurance review input to the ongoing design and final bid documents. We propose to meet with City of Tualatin at each of the three delivery phase's. Constructability reviews will be performed by one of our reservoir construction team members throughout development of our design. We will provide updated construction cost estimates with our design deliverables.

CH2M HILL will prepare construction documents suitable for public bidding. Construction documents will include design plans, City of Tualatin front ends and standard specifications, City of Tualatin Technical Specifications and special provisions, and CH2M HILL specialty technical specifications. CH2M HILL will also prepare specifications for the entire code-required "Statement of Special Inspection, Testing and Observation Plan" specific to steel tanks.

Task 4 - Bidding Services

CH2M HILL will assist the City of Tualatin in bidding the project, this will include preparation of bid documents for distribution to bidders, facilitating a pre-bid meeting, and responding to addenda and making recommendation for award. The City will be responsible for bid advertising, notice of award, and contracting with the successful construction contractor, including obtaining bonds, and insurance.

Task 5 - Services During Construction

CH2M HILL will provide a qualified construction manager to coordinate construction activities at a 25% full time equivalent allocation for the duration of active construction. Our construction management services will ensure critical design elements are implemented during construction, we will strive to develop a teaming relationship with the contractor to facilitate a smooth construction phase.

Our Structural engineer and Geotechnical engineer will conduct IBC required observations at key elements of the project, required by code, to ensure the project is constructed in accordance with the design intent.

Our office engineering will include reviewing and approving shop drawings, responding to contractor information requests (RFIs), preparing record drawings, and assisting with project closeout, including preparation of Mylar As-built drawings.

The City will approve and pay the construction contractor's monthly invoices. Special or materials inspection services required by the IBC will be contracted direct to the City of Tualatin.

Budget Estimate

The proposed work will be performed on a time and expense basis, the estimated budget to complete the work described in this scope of work is **\$391,594**. This scope and budget buildup assumes that work will be conducted in accordance with the City of Tualatin's Agreement.

A summary of the task level costs are provided in Table 1. The estimated fee is based on the proposed tasks and the level of effort needed to complete each task based on the Scope of Work assumption provided within this Attachment A.

We will not exceed this total fee without prior authorization from the City of Tualatin.

Table 1 Budget Summary
C-2 Reservoir

Task	Estimated Level of Effort	Total Costs
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Table 1 Budget Summary

C-2 Reservoir

Task	Estimated Level of Effort	Total Costs
1. Preliminary Design	162	\$27,202
2. Permitting Assistance	178	\$27,197 ¹
3. Final Design	1310	\$197,672 ²
4. Bidding Services	78	\$12,125
5. Service During Construction	839	\$130,111
Total	2619	\$391,594 ³

¹ Includes a possible \$2,500 subcontract with Winterbrook Planning

² Includes a \$6,200 subcontract with Greenworks PC for design services

³ Total Costs includes a 5% markup on subcontractors

Schedule

Below is a preliminary schedule based on a start Notice to Proceed of February 12th, 2014:

Activity	Date Completed
NTP	February 17 th , 2014
Kick off meeting	February 19 th , 2014
Preliminary Design Review	March 11 th
Final Design	March 12 th to May 6 th
Submit Application for Building Permits	May 20 th
Submit Land Use Extension (if needed)	July 1 st
Attain Building Permit Approvals	August 5 th
Issue Contract Documents for Bidding	August 6 th
Bidding & Construction Phase Services	August 2014-August 2015

Scope of Work Assumptions:

- Contractor will provide construction staking surveying
- Contractor will provide redline markups for As-built drawing documentation
- Contract will be completed in August 2015
- Construction services will be provided on a time and expense basis, and may need to be adjusted based on construction contractor performance and the City of Tualatin's preference for inspection frequency. This Scope assumes a partial on-site observation services equivalent to 25% full time for a duration of 32 weeks.

- City will procure special and materials inspection services required by the IBC.
- Design Engineering Fee is based on development of 30 design drawings.
- Due to increased sloshing height requirements for steel tank design resulting from new codes, the new C-2 reservoir will be approximately 2-foot to 6-foot taller than the existing C-1. The existing overflow height will be the same between the two tanks.
- A CWS Prescreening Process for sensitive areas will suffice and a sensitive area service provider letter shall not be required.
- No wetland delineation services will be required.
- No booster pumping or re-chlorination facility will be required, scope assumes that only 1 new structure (C-2 reservoir) will be designed and constructed.
- Design of a cathodic protection system for C-2 reservoir will be included
- Detention pond, or Low impact design (LID) shall be required for stormwater detention and temporary reservoir overflow discharge storage. The storm drain line for the detention pond or LID structures will extend no farther than the site property line.
- No offsite piping or improvements shall be required.
- A dechlorination facility for draining the tank will consist of a manhole structure with bags of appropriate dechlorination chemical. No automation.
- No retaining walls will be required.
- No additional Geotechnical Borings will be required for the site.
- City will pay for all permit fees applications, and deferred submittal review costs.
- No software integration services will be provided by CH2M HILL. System Integration will be performed by the City's preferred provider as a cash allowance under the construction contractor.
- CH2M HILL will work closely with Washington County for permit acquisition, but has no control over permit review time allowance.