

City of Brookings

Special MEETING AGENDA

CITY COUNCIL

Tuesday, February 20, 2018, 7:00pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Oral Requests and Communications from the audience

1. Public Comments on non-agenda items – 5 minute limit per person.*

E. Staff Reports

1. Contract for Treatment Services with CH2M [City Manager, Pg. 2]
 - a. Services Agreement [Pg. 4]

F. Remarks from Mayor and Councilors

G. Adjournment

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

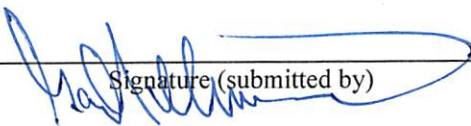
All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 14 days advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 20, 2018

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval


Subject: Contract for Treatment Services with CH2M

Recommended Motion:

Motion to authorize City Manager to execute an Agreement for Operations, Maintenance and Management Services for treatment services with CH2M Hill Engineers, Inc. effective March 12, 2018, and for a five year term.

Financial Impact:

See below.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Staff has negotiated an agreement with CH2M for the operation and maintenance of the City's water and wastewater treatment facilities. This is a 63.5-month agreement running through June 30, 2023 with an initial annualized fee of \$1,291,249, which is \$383,000 or 23 per cent less than the current annual budget for this service. The monthly amortized fee of \$107,604.08 would remain in effect for the first of 15.5 months.

The initial annual fee is 8.7 per cent higher than the fee proposed by Veolia. Staff was able to narrow this gap from about 12 per cent through negotiation.

CH2M would provide all employees and supplies to staff the water and wastewater treatment plants, sewer lift stations, water pump stations and water storage tanks. The City would continue to own the facilities and equipment, including vehicles, which would be maintained by CH2M.

CH2M plans to offer employment to five of the six current treatment employees.

Key elements of the agreement include:

1. The agreement can be terminated for any reason with 120 days notice and can be terminated for a material breach with 30 days notice.
2. The base fee is subject to annual negotiation; typically there is a CPI-related increase.
3. CH2M would be responsible for any capital equipment expense and capital repairs at a cost not to exceed \$5,000 per incident.
4. CH2M would be responsible for fines and civil penalties with no maximum.
5. Section 13.3 outlines the types of events that would constitute a "change in scope" and require a negotiation of the fee. These include a 10 per cent increase in the 12 month

floating average of sewer flow or production, changes in staffing or operations required by regulatory agencies, health care cost increases above the CPI.

6. For services outside of the scope of the agreement provided by CH2M personnel the City would be invoiced for actual personnel costs. For services outside of the scope which require CH2M to contract for services, such services would be provided at cost plus 15 per cent.
7. CH2M will recommend a list of capital improvements within 90 days.
8. CH2M may offer to finance capital improvements should the City wish to do so.
9. CH2M will prepare all regulatory reports in a timely fashion and assist in the preparation of the NPDES permit renewal.
10. The fee includes a \$40,000 annual set-aside for "major repairs" repairs of \$5-10,000 per incident. If any portion of the set-aside is not used during the course of the year, the balance will be remitted to the City.

CH2M management staff will be present at the meeting.

Attachment(s):

- a. Agreement for Operations, Maintenance and Management Services for the City of Brookings.

**AGREEMENT
for
OPERATIONS, MAINTENANCE and
MANAGEMENT SERVICES for the
CITY OF BROOKINGS**

AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this 12th day of March 2018, (“Effective Date”) by and between the City of Brookings, whose address for any formal notice is 898 Elk Drive, Brookings, OR 97415 (“Owner”) and CH2M Hill Engineers, Inc., whose address for any formal notice is 9191 South Jamaica Street, Englewood, CO 80112 (“CH2M”), collectively referred to as the “Parties”.

STATEMENT OF PURPOSE

WHEREAS, the Owner owns certain facilities and systems which are further described in **Appendix C**; and

WHEREAS, Owner desires to employ CH2M to perform certain operation and maintenance services as further described in **Appendix A** under the terms and conditions set forth in this Agreement.

NOW THEREFORE, Owner and CH2M agree as follows:

1. DEFINITIONS

- 1.1 “Adequate Nutrients” means plant influent nitrogen, phosphorous, and iron contents proportional to BOD5 in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BOD5.
- 1.2 “Base Fee” means the compensation paid by Owner to CH2M for the base services defined in **Appendix A** of this Agreement for any contract year of the Agreement. The Parties will renegotiate the Base Fee annually. The Base Fee specified in **Appendix D** includes Owner’s expenses for operating the project as set forth in **Appendix D**. The Base Fee does not include payments for services requested by Owner that are incidental to or outside the Scope of Services as defined in **Appendix A**.
- 1.3 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of any of Owner’s Permits as listed in **Appendix F**. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- 1.4 “BOD5” means Biochemical Oxygen Demand over a five (5) day period.
- 1.5 “Capital Expenditures” means any expenditures for (i) the purchase of new equipment or facility items that cost more than Five Thousand Dollars (\$5,000.00); (ii) Major Repairs that significantly extend equipment or facility service life and cost more than Five Thousand Dollars (\$5,000.00); or (iii) expenditures that are planned, non-routine, and budgeted by Owner. Capital Expenditures are not Repairs. Owner is

responsible for payment of Capital Expenditures, unless otherwise agreed to by the Parties.

- 1.6 “Change in Scope” means events or services beyond the Scope of Services set forth in **Appendix A**.
- 1.7 “Commencement Date” means the date services will begin for the Owner under this Agreement as defined in Section 2.1.
- 1.8 “Initial Term” means the first term of the Agreement as defined in Section 2.1.
- 1.9 “Major Repairs” means those Repairs that significantly extend equipment or services life and cost more than Five Thousand Dollars (\$5,000.00).
- 1.10 “Permit” means the permits issued to the Owner for the operation of its facilities and services. This includes the NPDES Permit Nos. 101773 file #11297, Water Supply Permits, or any permits required for the operation of the potable water system. Copies of these Permits are included in **Appendix F**.
- 1.11 “Preventive Maintenance” means routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or CH2M to maximize the service life of the equipment, sewer, vehicles, and facility.
- 1.12 “Project” means all equipment, vehicles, grounds, and facilities described in **Appendix C** and **Appendix E**.
- 1.13 “Renewal Term” means any additional term of this Agreement beyond the Initial Term of the Agreement as defined in Section 2.1.
- 1.14 “Repairs” means non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or necessary to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof.
- 1.15 “Unforeseen Circumstances” means any event or condition that has an effect on the rights or obligations of the Parties under this Agreement or the Project beyond the reasonable control of the party, which constitutes a justification for a delay in or non-performance of action required by this Agreement. Unforeseen Circumstances include, but are not limited to:

- 1.15.1 an act of God, landslide, lightening, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war blockade, sabotage, insurrection, riot or civil disturbance or a pandemic event;
- 1.15.2 any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial, federal or other governmental body;
- 1.15.3 labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of CH2M;
- 1.15.4 the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project; and/or
- 1.15.5 loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

2. TERM

- 2.1 The Initial Term of this Agreement will be for five (5) years and 3 months commencing on March 12, 2018 (the “Commencement Date”) and ending June 30, 2023. Thereafter, this Agreement will be automatically renewed for successive terms of five (5) years each (“Renewal Term”), unless cancelled by either party not less than one hundred twenty (120) calendar days prior to expiration.
- 2.2 Either party may terminate this Agreement for convenience by providing the other party with formal written notice not less than one hundred twenty (120) calendar days prior to termination.
- 2.3 Either party may terminate this Agreement for a material breach by the other party if the other party fails to correct the breach within thirty (30) calendar days after receiving written notice of the breach. In the event of a breach by Owner for non-payment of CH2M’s invoices, CH2M may terminate this Agreement if Owner fails to make outstanding payments on non-contested amounts within ten (10) calendar days after receiving written notice of the breach.
- 2.4 Upon notice of termination by Owner, CH2M shall assist Owner in assuming operation of the Project. If CH2M incurs additional cost at the request of Owner, Owner shall pay CH2M for the total cost incurred within fifteen (15) calendar days of invoice receipt.
- 2.5 Upon termination of this Agreement and all renewals and extensions of it, CH2M shall return the Project to Owner in the same condition as it was upon the

Commencement Date of this Agreement, excluding ordinary wear and tear. Equipment and other personal property purchased by CH2M for use in the routine operation or maintenance practices of the Project and billed to the Project will become the property of the Owner upon termination of this Agreement. However, any equipment or personal property purchased by CH2M and not billed to the Project will be the property of CH2M and removed from the Project by CH2M at the termination of this Agreement.

3. SERVICES AND STANDARD OF PERFORMANCE

- 3.1 CH2M shall perform the services set forth in **Appendix A** for the facilities described in **Appendix C**, within the design capacity and capability of these facilities as further described in **Appendix B**.
- 3.2 CH2M shall perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.

4. OWNER RESPONSIBILITIES

- 4.1 The Owner shall pay for all Capital Expenditures, as defined in Section 1.5. Any loss, damage or injury resulting from Owner's failure to provide Capital Expenditures and/or funds when reasonably requested by CH2M shall be the sole responsibility of Owner.
- 4.2 The Owner shall maintain and renew, with respect to all existing portions of the Project, warranties, guarantees, easements, permits, authorizations and licenses granted to the Owner, to the extent the maintenance is not a responsibility of CH2M under this Agreement. All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or subsequently acquired by Owner will remain the exclusive property of Owner unless specifically agreed upon in writing by the Parties.
- 4.3 The Owner shall pay all amounts associated with the occupancy or operation of the Project and the performance of the obligations as listed in **Appendix A** including, but not limited to, all excise, ad valorem, property, franchise, occupational and disposal taxes, or other taxes associated with the Project. Taxes imposed upon CH2M's net income and/or payroll taxes for CH2M employees are not included.
- 4.4 The Owner shall provide CH2M within a reasonable time after request, any piece of Owner's heavy equipment that is available so that CH2M may discharge its obligations under this Agreement in the most cost-effective manner. In emergency situations, Owner will use its best efforts to provide the requested equipment within one (1) hour of the request.
- 4.5 When applicable, the Owner shall provide all registrations, licenses and insurance for Owner's vehicles and heavy equipment used in connection with the Project.

- 4.6 The Owner shall provide CH2M use of all vehicles and equipment currently in use at the Project, including the vehicles described in **Appendix E**. Vehicles and equipment will be in road safe condition. CH2M will be responsible for the cost of operation, maintenance and fuel for vehicles and equipment, unless otherwise agreed to between the Parties. Owner shall retain title and ownership of the vehicles and equipment provided. Use of the vehicles and equipment by CH2M will be limited to duties within the course and scope of this Agreement, unless otherwise agreed to in writing by the Parties. The Parties may supplement this Agreement to provide for an agreed schedule of replacement of the vehicles and equipment and provision of any other insurance coverage deemed necessary or appropriate.
- 4.7 The Owner agrees to not offer employment or other compensation to Project Management personnel of CH2M directly working on this Project, for a period of two (2) years after the end date of this Agreement or re-assignment of Project personnel from this Project.
- 4.8 Owner shall provide to CH2M all data in Owner's possession relating to the Project, including, but not limited to, operations and maintenance manuals, warranties or any other data necessary to operate, manage and maintain the Project. CH2M may reasonably rely upon the accuracy and completeness of the information provided by the Owner.
- 4.9 Owner warrants that during the interim period between the initial Project inspection by CH2M during the bidding process and the commencement of CH2M's services identified in **Appendix A**, the Project, facilities and equipment have been operated only in the normal course of business, all scheduled and proper maintenance has been performed, and there are no issues known to Owner regarding the condition of the facilities or the Project and/or any equipment used by the Project or facilities. Owner warrants and agrees that it will turn over the Project, facilities and equipment to CH2M in good working order and in compliance with the NPDES permit(s) and all other applicable laws, rules and regulations. In the event Owner fails to comply with the provisions of this clause, including but not limited to any violations resulting from an expired NPDES permit, Owner will be liable for all costs incurred by CH2M resulting from such failure.

5. COMPENSATION AND PAYMENT

Appendix D describes compensation for services.

6. INDEMNITY AND LIABILITY

- 6.1 CH2M hereby agrees to indemnify and hold Owner harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise from CH2M's negligent operations under this Agreement, to the proportionate extent such negligence contributed to the damages, injury, or loss, whether such negligent operation be by CH2M or by a subcontractor of CH2M.

- 6.2 Owner, to the fullest extent allowable by law, agrees to indemnify and hold CH2M harmless from any claim, liability or damages for property damage or bodily injury, including death, which may arise, except to the proportionate extent caused by the negligence or willful misconduct of CH2M, its employees or its subcontractors.
- 6.3 In no event will CH2M, its subcontractors or their officers or employees be liable for Owner's incidental, special, indirect or consequential damages, whether such liability arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.
- 6.4 CH2M's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of their design and physical capacity. It is not part of CH2M's scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations. It is not part of CH2M's scope to comply with new regulations that contain permit limits or Maximum Contaminant Levels that are beyond the capability of the Owner's facilities

7. HAZARDOUS SUBSTANCES

- 7.1 If CH2M encounters or suspects asbestos or hazardous substances in any form on the facilities, CH2M will stop its own work in the affected portions of the facilities to permit testing and evaluation.
- 7.2 If CH2M suspects asbestos on the facilities, Client will have, in a timely manner, a qualified contractor perform remediation services. CH2M will have no obligation to resume its performance of the services until it receives adequate proof that the affected area is treated.
- 7.3 If CH2M suspects hazardous substances other than asbestos on the facilities where CH2M performs services, the Parties may agree for CH2M to conduct tests to determine the extent of the hazardous condition and recommend necessary remedial measures. CH2M will perform these services under a separate agreement negotiated by the Parties and for an additional fee.
- 7.4 CH2M will not be liable for any delays in performing the services caused by or related to the presence of asbestos or another hazardous substance.
- 7.5 CH2M assumes no risk and/or liability for any hazardous waste or conditions present at the facilities prior to the commencement of this Agreement or for any hazardous waste or conditions attributable to any party other than CH2M.
- 7.6 In the event that Owner requests CH2M, in the performance of the services set forth herein, to execute Hazardous Waste Manifests on its behalf, Owner must execute a Letter of Authorization, the form of which will be agreed upon by both Parties, delegating such authority to CH2M prior to CH2M undertaking this duty.
- 7.7 The Parties agree that in the performance of services by CH2M under this Agreement, Owner is requesting CH2M to undertake inherently unsafe obligations for Owner's

benefit involving the presence or potential presence of hazardous substances. Therefore, Owner agrees to hold harmless, indemnify, and defend CH2M from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, unless such liability arises out of the negligence or willful misconduct of CH2M, its employees or its subcontractors in the performance of services under this Agreement.

8. FINES AND CIVIL PENALTIES

- 8.1 CH2M will be liable for fines or civil penalties which may be imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance for reasons resulting from CH2M's breach, negligence or willful misconduct during the term of this Agreement. Owner will assist CH2M to contest any such fines in administrative proceedings and/or in court prior to any payment by CH2M. CH2M shall pay the costs of contesting any such fines.
- 8.2 CH2M will not be liable for fines or civil penalties that result from violations (i) that occurred prior to the Commencement Date of this Agreement; (ii) for the effects of prior violations that have contributed to the assessment of any fine or civil penalty caused by CH2M's negligent operations; (iii) penalties that result from inadequate infrastructure or investment in the technology necessary to comply with permit requirements and/or changes in applicable regulations or (iv) are otherwise directly related to the ownership of the Project.

9. INSURANCE

- 9.1 CH2M shall provide the following insurance policies throughout the term of the Agreement, and shall provide to Owner an ACORD-form Certificate of Insurance (COI) demonstrating compliance with this provision:
- 9.1.1 Worker's Compensation providing statutory coverage and Employer's Liability Insurance providing limits of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease-each employee, and One Million Dollars (\$1,000,000) disease-policy limit.
- 9.1.2 Business Automobile Insurance providing Two Million Dollars (\$2,000,000) combined single limits covering claims for injuries to members of the public and/or damages to property of others arising from the use of CH2M owned or leased motor vehicles, including onsite and offsite operations and those project vehicles included in Appendix E. Limits may be satisfied using primary and excess/umbrella policies.
- 9.1.3 Commercial General Liability Insurance providing limits of Five Million Dollars (\$5,000,000) per occurrence and aggregate, covering claims for injuries to members of the public or damages to property of others arising

out of any covered act or omission of CH2M or any of its employees or subcontractors for whom CH2M is legally liable. Limits may be satisfied through the use of primary and excess/umbrella policies

- 9.1.4 Contractor's Pollution Liability (CPL) Insurance providing limits of Two Million Dollars (\$2,000,000) per claim and aggregate. CPL coverage will provide for liability due to pollution conditions caused by or exacerbated by CH2M, and will include coverage related to the remediation of pollutants and for third-party claims alleging bodily injury and/or damage to third-party property due to pollutants. Claims made coverage will include a retroactive date that predates all Work executed per this Agreement.
- 9.1.5 Professional Liability insurance covering claims on a claims made basis, with \$1,000,000 in aggregate
- 9.2 CH2M shall add Owner and Owner's elected and appointed public officials, employees, agents and representatives as additional insured in CH2M's commercial general liability, automobile liability, excess/umbrella, and contractor's pollution liability policies.
- 9.3 CH2M's commercial general liability, automobile liability, employer's liability, excess/umbrella, and contractor's pollution liability policies will be primary and non-contributory to any other coverage available to Owner.
- 9.4 CH2M's policy will provide at least thirty (30) days written notice to Owner prior to any cancellation, non-renewal or material change in coverage contemplated in Section 9 (except ten (10) days' notice for non-payment of premium).
- 9.5 Owner shall maintain the following insurance policies throughout the term of the Agreement, and shall provide CH2M with a COI to demonstrate compliance with this provision:
 - 9.5.1 "All Risk" Property Insurance covering all property on a replacement cost basis, and including Owner-supplied vehicles and equipment for the full fair market value of such property.
 - 9.5.2 Liability Insurance covering all motor vehicles and equipment provided by Owner and operated by CH2M under this Agreement.
- 9.6 Owner and CH2M shall provide a waiver of subrogation against the other insurance policies required under Section 9, and each party shall waive any claim against the other arising in contract or in tort that are covered by their respective insurance policies identified under Section 9.
- 9.7 Certificates of Insurance ("COI").
 - 9.7.1 The Parties shall provide a COI evidencing the required insurance policies, limits, term of insurance, insured parties, and other information sufficient to

demonstrate conformance with this Section 9 and its subsections. Certificates of insurance will reference the project name as identified on the first page of this Agreement.

9.7.2 In the event the COI provided indicates that any required insurance will expire during the period of this Agreement, the party shall furnish, on or before the expiration date, a renewed COI as proof that equal and like coverage for the balance of the period of the Agreement and any extension thereafter has been procured and in effect.

9.7.3 In the event a COI evidencing the renewed coverage is not available prior to the policy renewal date, that party shall provide to the other party, within fifteen (15) days of the policy's(ies') renewal date(s). The party shall furnish the insurance certificates to the other party immediately upon the first party's receipt.

10. LABOR DISPUTES

In the event activities by Owner's employee groups or unions causes disruption in CH2M's ability to perform its obligations under this Agreement, Owner, with CH2M's assistance, or CH2M at its own option, may seek appropriate injunctive court orders during any such disruption. CH2M shall operate the facilities on a best efforts basis until any such disruptions cease, but CH2M will not be obligated to assure compliance with all contract conditions.

11. UNFORESEEN CIRCUMSTANCE

11.1 Neither party will be liable for damages, delays, or failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The party invoking this clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) business days after its occurrence, and shall take reasonable measures to mitigate any impact of an Unforeseen Circumstance.

11.2 In the case of Unforeseen Circumstances, Owner agrees to pay any costs (including without limitation all overtime charges and additional equipment charges) incurred by CH2M in connection with the Unforeseen Circumstance.

12. ACCESS TO FACILITIES AND PROPERTIES

12.1 Owner will make its facilities accessible to CH2M as required for CH2M's performance of its services, and will secure access to any other Owner property necessary for performance of CH2M's services.

12.2 CH2M will provide 24-hour per day access to Project for Owner's personnel. Owner's employees, designated by Owner's Representative, may visit the Project at any time. CH2M will provide Owner keys for the Project. All visitors to the Project shall comply with CH2M's operating and safety procedures.

13. CHANGES

- 13.1 Owner and CH2M, from time to time, may make changes to this Agreement or to any of the services performed under this Agreement. The Parties must mutually agree upon all changes. Changes must be in writing in the form of a change order, modification or amendment to the Agreement executed by both Parties.
- 13.2 Owner and CH2M may agree to out of scope services performed under the terms of this Agreement. The Parties must mutually agree upon out of scope services. Out of scope services must be in writing. Compensation for the out of scope services will be invoiced to Owner in an amount equal to CH2M's cost plus fifteen percent (15%), unless otherwise agreed to by the Parties, and will be due and payable by Owner commencing the month following the performance of the out of scope services.
- 13.3 In the event scope of services change ("Change in Scope"), CH2M will be entitled to additional compensation if the Change in Scope results in additional costs to CH2M for providing such services. The occurrence of one or more of the following events will constitute a Change in Scope:
- 13.3.1 Any change in Project operations, personnel qualifications, required certification, staffing or other cost that is a result of an Unforeseen Circumstance. CH2M's will invoice Owner the amount equal to CH2M's cost plus fifteen percent (15%). The invoice will be due and payable by Owner commencing the month following when the Change in Scope occurs.
 - 13.3.2 Any change in Project operations, personnel qualifications, required certification, staffing or other cost that is a result of the issuance of a new permit or a permit renewal.
 - 13.3.3 Increases of ten percent (10%) or more in the Wastewater Treatment Plant influent flow or loadings, as set forth in **Appendix B**, as demonstrated by a twelve (12) month floating average compared to the twelve (12) month period ending on the Commencement Date of this Agreement. The Parties must mutually agree upon compensation for the Changes in Scope.
 - 13.3.4 Increases of ten percent (10%) or more in the Water Treatment Plant average daily production, as set forth in **Appendix B**, as demonstrated by a twelve (12) month floating average compared to the twelve (12) month period ending on the Commencement Date of this Agreement. The Parties must mutually agree upon compensation for the Changes in Scope.
 - 13.3.5 Increases in CH2M's health care costs above the applicable CPI or ECI for the twelve (12) month period for which the annual increase is calculated. In the event health care costs increase, CH2M is entitled to increase its Base Fee in excess of the formula set forth in Appendix D.4, in an amount equal to the increase in costs.

13.3.6 Increases or decreases in rates or other related charges (including taxes) imposed upon CH2M by a taxing authority, excluding taxes based on CH2M's net income. In the event rates or other related charges change, the Parties may increase or decrease the Base Fee by an amount equal to cost differential associated with the change.

13.3.7 Support services provided by CH2M for Owner's capital projects. Parties must mutually agree upon compensation for the Changes in Scope.

14. WARRANTIES

14.1 To the best of its knowledge, CH2M warrants that all materials and equipment furnished under this Agreement will be of good quality and free from defective workmanship and materials.

14.2 CH2M shall pass through to Owner the warranty extended by the manufacturer for all products, equipment, systems or materials.

14.3 All other warranties, express or implied, including any warranty of merchantability and any warranty of fitness for a particular purpose are expressly disclaimed.

15. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than Owner and CH2M and has no third party beneficiaries.

16. JURISDICTION

This Agreement will be governed by and interpreted in accordance with the laws of the State of Oregon.

17. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions will not be impaired thereby.

18. AUTHORITY

Both Parties represent and warrant to the other party that the execution, delivery and performance of this Agreement have been duly authorized by the responsible parties thereof. Both Parties warrant that all required approvals have been obtained and the executing party in Section 27 has authority to bind the party.

19. NOTICE

Whenever either party desires to give notice to the other, notices must be in writing, sent by certified United States mail with return receipt requested, hand delivered or by national commercial express delivery service, to the addresses listed in introductory paragraph of this

Agreement. Notice will be deemed given upon receipt by any method of delivery authorized in this provision.

20. NO WAIVER

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor will the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver will not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

21. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination will survive the termination of this Agreement, will remain in full force and effect unless and until the terms of conditions are completed, and will be fully enforceable by either party.

22. ASSIGNMENT

CH2M may novate this contract to an affiliate in the case of normal corporate restructuring, provided any such novation does not adversely affect its ability to perform this contract.

23. NO CONFLICT OF INTEREST FOR FUTURE WORK

The services performed by CH2M under this Agreement do not preclude CH2M from proposing on or for providing services to Owner in the future. Information and knowledge gained by CH2M in providing the Services under this Agreement will not constitute a conflict of interest in proposing on or providing any additional services for Owner.

24. DISPUTE RESOLUTION

The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

25. CAPTIONS AND HEADINGS

The captions and headings of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

26. ENTIRE AGREEMENT

This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and its Appendices replace any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement. The Parties mutually declare there are no oral understandings or promises not

contained in the Agreement, which contains the complete, integrated, and final agreement between the Parties.

The following Appendices are hereby made a part of this Agreement:

Appendix A Scope of Services

Appendix B Capacity and Characteristics

Appendix C Location of Project

Appendix D Compensation and Payment

Appendix E Project Vehicles and Equipment

Appendix F Permits

IN WITNESSETH WHEREOF, the Parties execute below:

CH2M Hill Engineers, Inc.

The City of Brookings

Name: Gary Young

Title: Manager of Projects

Date: _____

Name: Gary Milliman

Title: City Manager

Date: _____

APPENDIX A - SCOPE OF SERVICE

CH2M shall perform the following services for the benefit of the Owner:

A.1 GENERAL

A.1.1 Staff

- A.1.1.01 Staff the Project with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement.
- A.1.1.02 CH2M will support the project with approximately \$80,000 per year of offsite resources that will comprise of Safety Specialists, Maintenance Specialists, Process Control Specialists, Compliance and Laboratory Specialists, I&C Control support, Environmental Specialists and HR support per year.
- A.1.1.03 Operate, maintain and/or monitor and staff the Project at least Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. CH2M shall be responsive to alarms and emergency calls 24 hours per day, 7 days per week, within one (1) hour of its occurrence. CH2M shall designate a minimum of one (1) staff member as standby to respond to alarms and emergency calls.
- A.1.1.04 Place at each permanently staffed Project facility, a copy of CH2M's corporate safety program and provide all employees training specific to this Program, within forty-five (45) days from the effective date of this Agreement. Owner will pay the cost of any capital improvement required at the Project to bring the facilities within OSHA compliance.
- A.1.1.05 Comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring.
- A.1.1.06 Perform other services that are incidental to the scope of services as directed by Owner. If such services use personnel assigned to this Agreement, services will be invoiced to Owner at cost. If such services require external personnel, such services will be invoiced to Owner at CH2M's cost plus fifteen percent (15%) or a negotiated price for professional services.

A.1.2 Alterations, Repairs and Maintenance

- A.1.2.01 Alter, as needed, the process and/or facilities to achieve the objectives of this Agreement. No alteration will be executed without Owner's written approval if alteration will cost in excess of Five Thousand Dollars (\$5,000.00). The Parties will not consider Alterations under this section to be a Repair under this Agreement.
- A.1.2.02 Perform Preventative Maintenance and Repairs for the Project, subject to the Repairs Limit.

- A.1.2.03 Pay all cost incurred in normal Project operations except as otherwise included in Article 4 - Owner's Responsibilities.
- A.1.2.04 Within the first ninety (90) days, CH2M will provide Owner with a listing of any recommended capital improvements CH2M believes will be required for any of the facilities to be covered under this contract.
- A.1.2.05 CH2M may finance capital improvement projects that have been requested and/or authorized by the Owner, subject to mutually agreeable terms and conditions of repayment.
- A.1.2.06 Maintain aesthetics of the facilities, including maintaining all facilities in a clean, neat and orderly fashion.
- A.1.2.07 Keep administrative and other occupied spaces clean, dry, and habitable. Other spaces and floors will be free of sewage, screenings, sludge and debris.
- A.1.2.08 Equipment, tools, and material will be properly stored.
- A.1.2.09 Keep trees and shrubs trimmed, maintain grass, and keep other grounds free of noxious weeds. Excluding tree removal.
- A.1.2.10 Respond to City requests for municipal swimming pool pumps and chlorination system for seasonal start up and shut down. All operational procedures shall remain the responsibility of the City.
- A.1.2.11 In any emergency affecting the safety of persons or property, or regulatory compliance, CH2M shall act without written amendment or change order, at CH2M's discretion, to prevent threatened damage, injury or loss; In the event emergency expenditures exceed Five Thousand Dollars (\$5,000.00) in aggregate, CH2M shall obtain prior approval from Owner. CH2M will notify Owner of the emergency as soon as reasonably possible, and Owner will compensate CH2M for any emergency work notwithstanding the lack of written amendment or change order. Such compensation will include CH2M's direct costs for the emergency work plus fifteen percent (15%).
- A.1.2.12 Utilize Owner provided security devices during CH2M's hours of operation to protect against any losses resulting from theft, damage or unauthorized use of the Project. Existing security devices include fencing, lockable structures, and limited intrusion alarm. Upon exiting the Project, CH2M shall lock all Project gates and structures and activate any security alarms.
- A.1.2.13 Provide computerized maintenance, process control, and laboratory management systems for water and wastewater facilities.

A.2 WASTEWATER TREATMENT PLANT

- A.2.1 Within the design capacity and capability of the Wastewater Treatment Plant (the “WW Plant”), manage, operate, and maintain the WW Plant so that effluent discharged from the WW Plant meets the Clean Water Act and the requirements specified in NPDES Permit No. 101773 and other applicable/related permits issued by EPA, the State or local authorities, unless one or more of the following occurs: (i) WW Plant influent does not contain Adequate Nutrients to support operation of the WW Plant’s biological processes and/or contains Biologically Toxic Substances or other substances that may cause pass-through or interference that cannot be removed by the existing processes and facilities; (ii) discharge into Owner’s sewer system that violate any or all regulations as stated in the applicable Sewer Ordinance and, (iii) the flow, influent biochemical demand (BOD₅), and/or total suspended solids (TSS) exceeds the WW Plant’s design parameters and other parameters that exceed the plant’s Maximum Allowable Headworks Loadings; in which case **Appendix B** specifies responsibilities and remedies.
- A.2.2 Within the design capacity and capability of the WW Plant, operate the WW Plant in a manner that minimizes odor and noise.
- A.2.3 Prepare and submit to Owner for transmittal to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified in this Agreement.
- A.2.4 Comply with all current local, State and Federal notice and reporting requirements, regarding violations, upsets, excursions, or emergencies related to the Plant.
- A.2.5 Assist the Owner with the NPDES permit renewal process by providing Project information within CH2M’s possession and control. Any additional assistance requested by the Owner will constitute a Change in Scope.
- A.2.6 Provide for the disposal of screenings, grit, scum, sludges, and biosolids (collectively, “Residuals”) to existing disposal sites. Any annual change in the cost of this service of 10% or more due to increased or unusual quantities of material, or increases in landfill rates, hauling costs, or tipping fees will constitute a Change in Scope and give cause for an adjustment in fee. Owner and CH2M agree that Owner is the owner and Generator of the Residuals. CH2M will provide backup to document changes in quantity and/or price.
- A.2.7 If CH2M uses land application as the method for disposal of biosolids, CH2M shall comply with the State and Federal regulations, including 40 CFR 503 applicable to the land application method. Specifically, CH2M shall assist Owner in securing all permits and land use agreements, perform soils and biosolids testing, and report the volume and quantity of biosolids land applied. CH2M may use the existing Owner secured permits and land application sites.
- A.2.8 Where applicable, monitor and report the volume and nature of septic tank hauler discharges as approved by the City and within the design capability of the facility.

- A.2.9 Perform all laboratory testing and sampling currently required by the State and Federal Clean Water Act, NPDES Permit, NPDES referenced documents and all Federal or State issued permits. CH2M will provide additional laboratory testing and sampling requested by the Owner on a fee per test basis to be determined at the time of the request. This additional testing will constitute a Change in Scope.
- A.2.10 Provide and document all Preventive Maintenance for the WW Plant. Owner will have the right to inspect these records during normal business hours.
- A.2.11 Provide and document Repairs for the WW Plant. CH2M will provide Owner with a monthly report on the expenditures of Repairs.
- A.2.12 CH2M will clean the large Digester within the first eighteen (18) months of this Contract. In the event of termination by the City for reasons other than material breach per Article 2.3, the City shall compensate CH2M on a pro-rated basis for any services performed for this work as follows: If the City terminates within the first year of this Agreement, the City will reimburse CH2M 100% of actual services rendered. If the City terminates within the second year of this Agreement, the City will reimburse CH2M 50% of actual services rendered.

A.3 WATER TREATMENT PLANT

- A.3.1 Within the design capacity and capability of the Water Treatment Plant (“WTR Plant”), manage, operate, and maintain the WTR Plant so that finished water discharged from the WTR Plant meets the requirements specified by the State of Oregon and U.S. EPA for Public Water Systems and National Primary Drinking Water Regulations as required by the Safe Drinking Water Act and as outlined in Appendix B **Appendix B**. CH2M shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains substances, materials or liquids, which detrimentally affect the machinery, infrastructure or processes at the WTR Plant.
- A.3.2 Provide for the disposal of sludge and/or other residuals to permitted disposal sites. Any annual change in the cost of this service of 10% or more not captured in the Base Fee due to permitting requirements, increased or unusual quantities of material, or increases in landfill rates, hauling costs, or tipping fees will constitute a Change in Scope. Owner and CH2M agree that Owner is the owner and Generator of the Sludge and/or other residuals as defined in 40 CFR 260 *et seq.* CH2M will provide backup to document changes in quantity and/or price.
- A.3.3 Perform all laboratory testing and sampling currently required by the State and Federal Safe Drinking Water Regulations. Provide additional laboratory testing and sampling requested by the Owner on a fee per test basis to be determined at the time of the request.
- A.3.4 Provide and document all Preventive Maintenance for the WTR Plant. Owner will have the right to inspect these records during normal business hours.

- A.3.5 Prepare and submit to Owner for transmittal to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified in **Appendix C**.
- A.3.6 Assist the Owner with any applicable permit renewal process by providing Project information within CH2M's possession and control. Any additional assistance requested by the Owner will constitute a Change in Scope.
- A.3.7 Provide and document Repairs for the WTR Plant.

A.4 WATER PUMP STATIONS AND SEWAGE LIFT STATIONS

- A.4.1 Operate and maintain 7 water pump stations and 13 lift stations to provide free-flowing conditions specified in **Appendix C**. Telemetered stations will be inspected weekly.
- A.4.2 When a lift station/pump station alarm condition occurs and the station is equipped with an automatic monitoring system, it will notify on-call personnel. If the alarm is sounded during normal work hours, a crew will be dispatched immediately to diagnose and correct the problem. After normal hours, the on-call person will be notified by the alarm system and will proceed to the area to diagnose within one hour and repair the problem. All effort will be expended to prevent, or minimize any spill
- A.4.3 Twice a year CH2M will conduct lift station/pump station pump calibrations, one physical and one via SCADA. Calibrations will also be made after major repairs and replacement of pumps.
- A.4.4 CH2M will exercise generators on a monthly basis under load conditions to assure proper operations when needed for emergencies.

APPENDIX B - CAPACITY AND CHARACTERISTICS

B.1 CAPACITY AND CHARACTERISTICS OF WASTEWATER TREATMENT PLANT

B.1.1 Wastewater Treatment Plant Design Capacity is described as follows:

Parameter	Plant
___ Flow, million gallons/day	<u>1.7</u>
___ BOD5, pounds per day	<u>2,600</u>
___ TSS, pounds per day	<u>2,550</u>
___ Daily Peaking Factor	<u>5.5</u>

All parameters will be based on the design average dry weather flow with the Daily Peaking Factor being the multiplier applied to the design average dry weather flow.

B.1.2 CH2M will not be responsible for fines or legal action resulting from discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.

B.1.3 The Base Fee for services under this Agreement is based on the following Project influent characteristics per current information provided by Owner:

Parameter	Plant
___ Flow, million gallons/day	<u>1.56</u>
___ BOD5, pounds per day	<u>2,315</u>
___ TSS, pounds per day	<u>2,641</u>

B.2 RAW WATER QUALITY AND FINISHED WATER REQUIREMENTS OF WATER TREATMENT PLANT

B.2.1 Operate and maintain all facilities in accordance with all applicable federal, state and local regulations pertaining to water treatment, contaminant monitoring, and reporting. All analytical methods used to demonstrate compliance will be in accordance with methods approved by the Owner and Federal and State Agencies, as applicable. In the event that a parameter does not have a method approved by Federal and State Agencies, CH2M will utilize alternate test methods approved by EPA in 40 CFR, 141, Subpart C.

B.3 SYSTEM DEMAND

- B.3.1 CH2M will assume an average demand for water of 1.0 mgd and a peak daily demand of 2.6 mgd, on the Commencement Date of this Agreement. CH2M acknowledges that Owner has the right to demand up to 2.6 mgd on any day and CH2M will undertake, as and when needed, the necessary arrangements to assure that sufficient personnel are available to satisfy additional demand overtime. Any change of five percent (5%) or more in the average demand for water as listed above, based on a twelve (12) month running average, will constitute a Change in Scope, and an appropriate adjustment of Base Fee will be negotiated.
- B.3.2 CH2M will be responsible for performing the Scope of Services as set forth in **Appendix A**, in accordance with the treatment standards established in **Appendix B**, but will not be responsible for events outside the control of CH2M, which include but are not limited to:
- B.3.2.01 materials or liquids contained in the raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project;
 - B.3.2.02 raw water supply is insufficient to meet demand;
 - B.3.2.03 the demand for water exceeds the design capacity of the facilities specified in **Appendix B**;
 - B.3.2.04 vandalism; and/or
 - B.3.2.05 unforeseen Circumstances.

APPENDIX C - LOCATION OF PROJECT

C.1 CH2M agrees to provide the services necessary for the operation, maintenance, and management of the facilities described in **Appendix C**.

C.1.1 All equipment, grounds, and facilities now existing within the current property boundaries of Lift Stations and WWTP:

WWTP	901 Wharf WWTP
WWTP Lab/PW	901 Wharf Street
BV Loops LS	423 ½ Buena Vista
Beach Ave LS	1513 Beach Avenue
Seacliff LS	112 Seacliff Terrace
Macklyn Cove LS	200 Macklyn Cove
Mill Beach LS	310 Mill Beach
Dawson Tract #1 LS	1675 Old Hwy 101
Dawson Tract #2 LS	17105 Pacific Heights
Dawson Tract #3 LS	96444 Shorwood Terrace PU
Dawson Tract #4 LS	17431 Park Spur
Dawson Tract #5 LS	17357 W. Ocean Drive
Constitution Way LS	215 N. Bank Chetco River Rd.
Riverview LS	6387 Riverview Drive
Cypress Cove LS	830 Chetco Point Terrace
Biosolids Storage & Thickening	907 Wharf Street

C.1.2 All equipment, grounds, and facilities now existing within the current property boundaries of Water Treatment Plant and Pump Stations:

Water Treatment	98115 NB Chetco Water Plant
Water Intake	99232 NB Chetco
Salmon Run drinking water system	99040 S. Bank Chetco River Road
Mt. Drive #1 Res/PS	17164 Mountain Drive
Mt Drive #2 Res/PS	17294 Mountain Drive
Mt. Drive #3 Res/PS	17390 Mountain Drive
Mt. Drive #4 Res	17450 Mountain Drive
Pacific View Res PS	16972 Pacific View PS (Marina Heights)
1.5 MG Res PS	271 Marine Drive
Dodge Ave #2 PS	90748 Dodge Avenue
Seacrest Res/PS	1303. Seacrest Ln.
Airport Reservoir	17398 Airport Road
Pacific Terrace Res	1053 Marina Heights Loop
Tidewater Res	17301 LaBonte Ln.
Old County Concrete Tank	16903 Old County Rd.

APPENDIX D - COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA

D.1 COMPENSATION

D.1.1 Owner shall pay to CH2M as compensation for services performed under this Agreement a Base Fee of One Million Two Hundred Ninety One Thousand Two Hundred Forty Nine Dollars (\$1,291,249) for twelve months of this Agreement. Since the first year of the contract reflects a 15.65 month period (March 12, 2018 to June 30, 2019) the adjusted Base Fee will be One Million Six Hundred Eighty Three Thousand Four Hundred Eighty Three Dollars (\$1,683,483) Subsequent years' base fees shall be determined as specified in Appendix D.4.

D.1.1.01 The Base Fee includes the following cost incurred for the direct or indirect benefit of the Project: expenditures for Project management labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships, training and training supplies. Any limitations on these expenditures as set forth in Appendix D.1.2.

D.1.1.02 The services provided under this Agreement assume reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by Unforeseen Circumstances will be billed to the Owner for reimbursement.

D.1.1.03 If, at any time, during the first twelve months following the Commencement Date, (i) CH2M discovers new information about the condition of the Project or facilities that materially differs from the information reasonably available to CH2M prior to execution of this Agreement; and (ii) such information substantially impacts the ability of CH2M to meet the performance objectives described herein or causes a material increase in the operating and maintenance costs incurred by CH2M to meet such performance objective, CH2M will be entitled to an equitable adjustment mutually agreed upon by both Parties.

D.2 Limitations

D.2.01 The total amount CH2M will be required to pay for Repairs and Maintenance will not exceed the annual Repairs Limit of Forty Thousand (\$40,000.00) per year. During the first year of this agreement, which covers a 15.65-month period the Repair Limit will be Fifty Two Thousand One Hundred and Fifty One Dollars (\$52,151). All repairs over \$5,000.00 will be deducted from the Repair Limit. CH2M shall provide City with a detailed invoice of Repairs over the annual Repairs Limit, and the City shall pay CH2M for all Repairs performed by CH2M in excess of such limit. CH2M shall rebate

to City the entire amount that the cost of Repairs is less than the annual Repairs Limit. CH2M will ask for City's consent of any Repair expenditure over \$5,000.00.

D.2 CHANGES IN COMPENSATION

- D.2.1 Changes in the Base Fee will be negotiated annually, three (3) months prior to anniversary of the Commencement Date hereof. Base Fee adjustments will be negotiated taking into consideration expenditures for Project management labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships, training supplies and other direct and indirect costs, as the basis of adjustment of the Base Fee. Owner and CH2M agree that good faith negotiations resulting in mutual agreement are the preferred methodology to be used to determine changes in the Base Fee. In the event that Owner and CH2M fail to agree, the Base Fee will be adjusted using the Base Fee Adjustment Formula shown in Appendix D.4. Upon each contract year renegotiation, CH2M shall continue to invoice Owner at the previous amount until written agreement between the Parties as to the new contract year Base Fee, upon which CH2M shall issue an invoice retroactively adjusting the previous contract year Base Fee amount.
- D.2.2 The Parties will negotiate compensation for Changes in Scope in accordance with Section 13.3.

D.3 PAYMENT OF COMPENSATION

- D.3.1 One-twelfth (1/12) of the Base Fee for the current year will be invoiced on the first of the month for each month that services are provided.
- D.3.2 All other compensation to CH2M is due on receipt of CH2M's invoice and payable within fifteen (15) calendar days.
- D.3.3 Owner shall pay interest at an annual rate equal to nine percent (9%), subject to limitation provided by law, on payments not paid and received within fifteen (15) calendar days. Interest will be calculated from the due date of the invoice.
- D.3.4 In the event of a contested billing, Owner may only withhold the contested portion from payment. The Owner will pay CH2M the undisputed portion in accordance with Appendix D.3.2. Interest will accrue on any contested portion of the billing and shall be immediately payable if the contested billing is resolved in favor of CH2M. No interest will be due on any contested portion of the billing if the contested portion is mutually resolved.

D.4 BASE FEE ADJUSTMENT FORMULA

$$ABF = BF \times AF$$

Where:

BF = Base Fee specified in Appendix D.1.1

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

AF = $(CPI) \times 1.02$

CPI = The twelve month percent change (from January of the prior year to January of the current year) in the Consumer Price Index for All Urban Consumers: Water and Sewer and trash collection services (CUUR0000SEHG01) but not less than zero (0%).

APPENDIX E - PROJECT VEHICLES AND EQUIPMENT

The Project includes all vehicles, rolling stock, and other equipment as follows:

<u>Year</u>	<u>Make</u>	<u>Model Description</u>	<u>Equipment/Vehicle ID No.</u>
2000	Ford	F350 4x4	1FDWF36SXYEE09619 /E212774
2006	Chevrolet	2500 Silverado 4x4	1GCHK24Y56E234975 / E235721
2007	Chevrolet	1500 Silverado 4x4	1GCEK19Z57E142235 / E237230
2014	Ram	1500 Tradesman	3C6JR7AG4EG235638 / E218746

APPENDIX F - PERMITS