



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No. 78-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, authorizing the City Manager to approve a professional services contract with Tetra Tech in an amount not to exceed \$198,213 for professional services related to the relocation and construction of Well #2.

WHEREAS, Well #2 is an integral part of the City's Public Water Supply Source and is expected to deliver a minimum of 380 gpm (about 10% of current total City capacity) based on past production; and

WHEREAS, a recent video inspection revealed a split in the casing with 6" gaps at a depth of 220' in the 300' deep well and that it has been determined that based on the video log, that the condition of the casing, its deterioration in general and the overall loss of strength of the casing that an in-place repair would not be successful; and

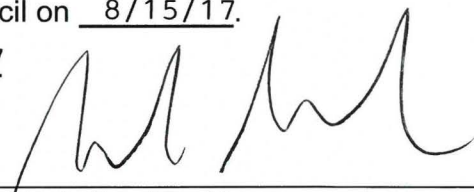
WHEREAS, based on this evaluation it was determined by Public Works Staff that the condition of Well # 2, as well as the importance of Well # 2, that the repair/replacement of Well #2 should take precedence over the rehabilitation of Well #8; and

WHEREAS, the Public Works staff solicited Requests for Qualifications in December of 2016 and evaluated and selected an engineering consultant firm to provide design services for Well #2 in April 2017.

Now, Therefore, be it Resolved that City Council accepts the recommendation to authorize the City Manager to approve a professional services contract with Tetra Tech in an amount not to exceed \$198,213 for professional services related to the relocation and construction of Well #2.

Introduced and adopted by the City Council on 8/15/17.

This resolution is effective on 8/15/17.




Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Scott Stauffer, City Recorder



City Attorney



**PERSONAL SERVICES AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR DESIGN SERVICES RELATED TO THE RELOCATION AND
CONSTRUCTION OF WELL #2**

THIS AGREEMENT made and entered into this 15th day of August, 2017 by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City, and Tetra Tech, Inc. hereinafter called Consultant.

RECITALS

WHEREAS City has need for the services of a person or an entity with particular ability, knowledge, and experience as possessed by Consultant, and

WHEREAS City has determined that Consultant is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Consultant shall provide services as specified in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and hereby incorporated by reference. Consultant shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by September 30, 2018. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Consultant not to exceed one hundred ninety eight thousand two hundred and thirteen dollars (\$198,213) for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

- A. Payment by City to Consultant for performance of services under this Agreement includes all expenses incurred by Consultant, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B. Payment will be made in installments based on Consultant's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made for work performed in accordance with the Scope of Services as of the date of invoice.
- C. Payment by City shall release City from any further obligation for payment to Consultant, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

- D. Where applicable, Consultant must make payment promptly as due to persons supplying Consultant labor or materials for the execution of the work provided by this order. Consultant must pay all contributions or amounts due from Consultant to the Industrial Accident Fund incurred in the performance of this order. Consultant shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Consultant further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Consultant. The payment of the claim in this manner shall not relieve Consultant or their surety from obligation with respect to any unpaid claims.
- F. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- G. Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. **OWNERSHIP OF WORK PRODUCT**

City shall be the owner of and shall be entitled to possession of any and all final work products of Consultant which result from this Agreement, including any final computations, plans, correspondence or pertinent data and information gathered by or computed by Consultant prior to termination of this Agreement by Consultant or upon completion of the work pursuant to this Agreement. Consultant will not be held liable for reuse of documents or modifications thereof, including electronic media, by the City or its representatives for any purpose other than the original intent of this Agreement without written authorization of Consultant.

5. **ASSIGNMENT/DELEGATION**

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Consultant shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. STATUS OF CONSULTANT AS INDEPENDENT CONTRACTOR

Consultant certifies that:

A. Consultant acknowledges that for all purposes related to this Agreement, Consultant is and shall be deemed to be an independent Consultant as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of this Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Consultant or to a third party) as a result of said finding.

B. The undersigned Consultant hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Consultant certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

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

D. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

City has relied upon the professional ability of Consultant as a material inducement to enter into this Agreement. Consultant's services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws at the time services are provided, it being understood that acceptance of a Consultant's work by City shall not operate as a waiver or release.

Consultant agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including reasonable attorney's fees and court costs that arise from, during or in connection with the Consultant's negligent acts, errors or omissions in the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. INSURANCE

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the consultant arising directly

or indirectly out of Consultant’s work performed hereunder, including the operations of its subcontractors of any tier. Such insurance shall be primary and non-contributory, excluding Professional Liability and Workers Compensation.

The policy or policies of insurance maintained by the Consultant and its subcontractor shall provide at least the following limits and coverage:

A. Commercial General Liability Insurance

Consultants shall obtain, at consultant’s expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an “occurrence” form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	3,000,000
Personal & Advertising Injury	3,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Consultant shall also obtain, at Consultant’s expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

C. Professional Liability Insurance

Consultant shall obtain, at Consultant’s expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

D. Workers’ Compensation Insurance

The Consultant its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers’ compensation coverage for their workers that complies with ORS 656.126. Employer’s Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

E. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

F. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of

insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City.

G. Insurance Carrier Rating

Coverages provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

H. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

Certificates of Insurance should read, excluding Professional Liability, "Insurance certificate pertaining to contract for Tetra Tech. The City of Milwaukie, its officers, directors and employees shall be added as additional insureds with respects to this contract. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

I. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. Consultant is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

J. Primary Coverage Clarification

Excluding Professional Liability, The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City, excluding Professional Liability, is excess and not contributory insurance with the insurance required in this section.

K. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in the general liability policy.

Consultant's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Milwaukie
Attn: Finance
10722 SE Main Street
Milwaukie, Oregon 97222

Business Phone: 503-786-7555
Business Fax: 503-653-2444
Email Address: finance@milwaukieoregon.gov

Such policies or certificates must be delivered prior to commencement of the work.

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

9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, email or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

City	Consultant
City of Milwaukie	Company: Tetra Tech
Attn: Accounts Payable	Attn: Gordon Munro, PE
10722 SE Main Street Milwaukie, Oregon 97222	Address: 15350 SW Sequoia Parkway, Suite 220 Portland, OR 97224
Phone: 503-786-7523	Phone: 503-598-2530 Cell: 971-330-5168
Fax: 503-786-7528	Fax: N/A
Email Address: finance@milwaukieoregon.gov	Email Address: gordon.munro@tetrattech.com

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the contract pursuant to this paragraph, it shall pay Consultant for services rendered to the date of termination.

12. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

- 4) If Consultant becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Consultant, if a receiver or trustee is appointed for Consultant, or if there is an assignment for the benefit of creditors of Consultant.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Consultant, may terminate the whole or any part of this Agreement:

- 1) If Consultant fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Consultant fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Consultant bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Consultant. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

13. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

14. FORCE MAJEURE

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

16. NON-DISCRIMINATION

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

17. ERRORS

Consultant shall perform such additional work as may be necessary to correct Consultant's errors in the work required under this Agreement without undue delays and without additional cost.

18. EXTRA (CHANGES) WORK

Only the Public works Director, Peter Passarelli, may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. STANDARD OF CARE

Services provided by Consultant will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and the same locality. Neither acceptance of the work nor payment therefore shall relieve Consultant from liability contained in or implied by this Agreement.

20. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

21. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Consultant shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement

23. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

24. AUDIT

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Consultant agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

25. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

26. COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Consultant has executed this Agreement on the date hereinabove first written.

CITY OF MILWAUKIE

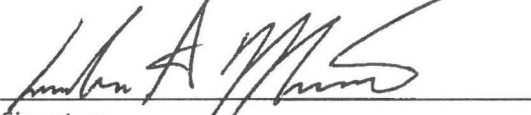


Signature

Ann Ober, City Manager
Printed Name & Title

10-2-17
Date

CONSULTANT



Signature

Gordon A. Munro, Senior Eng.
Printed Name & Title

9-22-17
Date



SCOPE OF WORK

Scope of Work: The scope of work will be for design for a replacement for well #2 on the existing site in the parking lot next to the old fire station, and rehabilitation of well #8. The elements of the project includes the following:

1. A short well #2 siting report to document why the site was selected. This includes stating why well #1 and #2 will not be reused, and why constructing within an existing building will not be pursued.
2. A new CMU block building with standing seam metal roof approximately 20' by 20'. The building will house the well, piping and valving, sand trap and controls. The building will have a roof hatch for removal of the well pump. The pump is assumed to be a submersible pump.
3. The potential use of the fire station for the valving and sand trap will be evaluated.
4. The well will include a pump to waste valving and piping. It is assumed that this will connect to the reservoir overflow pipe.
5. The existing stand-by generator will remain along with the manual transfer switch. The new well will be connected to the existing stand-by generator.
6. The power is assumed to be from the existing system, and it is assumed that the service is adequately sized.
7. The control of the well will be identical with the existing control scheme except for the addition of an automatic pump to waste when the well comes on. The existing communication system will to be extended to the new location. The system controls will be provided as a performance specification.
8. High level review of the old fire station to determine if it is feasible to reuse in the future.
9. Review the well #8 rehabilitation evaluation report to determine if the recommendation is still valid. Then provide construction documents for the rehabilitation.
10. Evaluate the water rights and make recommendations on modifications. Assist the City in preparation of documents for modifications.
11. Determine the permitting requirements for the options including land use planning, building permit, water rights, and environmental. Assist the City in preparation of permit applications. It is assumed that this will include: land use planning, building permit, water rights, an environmental checklist and design review by OHD.

Items that are not contained in the scope of work include:

- VFD's will not be considered for the pumps, and that soft starts will be used.
- It is assumed that the control strategy will stay as it is now, and will not be evaluated.
- An ATS will not be evaluated. It is assumed that the back-up power will remain as it is.

- It is assumed that the existing communication infrastructure is adequate as it is, and will not be evaluated.
- It is assumed that and ESA 1 will not be conducted as the City already owns the site.
- As there will not be any new impervious area it is assumed that a storm water report and facilities will not be required.
- It is assumed that through the land use permitting process there will be no street improvement or landscaping requirements as the streets are fully improved and the site is already landscaped.
- The scope does not include any public outreach.
- The scope does not include bid or construction support services. They would be negotiated at the time of construction.

Items that the City will provide:

- Record drawings of the public works building, fire station, and water system (well #2, site piping, treatment plant, booster pumping, controls, electrical). This includes P&ID's, telemetry infrastructure, software used and a control narrative.
- Data for well #1, #2, #3, #5 including well logs, test pumping, TV inspections.
- Water rights for well #1, #2, #3, #5.
- Well #8 evaluation report and record drawings. Data on the declining production.
- List of known issues.
- Participation in design review.
- Data on the existing power load and 12 month peak consumption (in kW) at the site.
- Existing water quality data for well #1, #2, #3, and #5.
- Available GIS data on public storm sewer, pressurized sanitary sewer, gravity sanitary sewer, and public Underground Injection Control (UIC) devices.
- The City will mark the on-site utilities before the survey work.
- The City will pay for all permit fees.
- City design standards and standard details.

Schedule

The design is proposed to be completed and submitted to the City for review eight months from the notice to proceed. This may vary based upon the land use permitting process.

Fee

The proposed fee is \$198,213 as shown on the attached proposal.

TASK 1 — PROJECT MANAGEMENT

- 1.1 **Project Management** – Develop an internal project plan and health and safety plan. This will also include internal project management such as directing staff, sub-consultant coordination, tracking the budget and schedule. This includes from design through completion of construction.
- 1.2 **Start-up and Progress Meetings** – Facilitate the start-up meeting with the City where we will review the scope, schedule, and key issues of the proposed work. There will be two review meetings at the 30% (predesign) and 90% design. There will also be periodic communications by phone, email, and written material.
- 1.3 **Site Visit & Meetings** – After the start-up meeting, data transfer and initial data review, a site visit will be scheduled. Meeting with regulatory agencies as required for determining permitting requirements. It is assumed that this would include a meeting with the land use planning department, and the building department. Other agencies such as Oregon Health Authority (OHA) and Oregon Water Resources Department (OWRD) would be contacted through phone conversations.
- 1.4 **Progress Reports and Billings** – Prepare monthly billings with a cover letter providing a brief progress report. This includes from design through completion of construction.
- 1.5 **Quality Assurance** – Provide quality control reviews of deliverables that entails review by a senior engineer who is not involved with the work effort.

TASK 2 — PRE-DESIGN REPORT (30% DESIGN)

- 2.1 **Site Survey** – Perform a site survey for design purposes to supplement the existing site plan. This will include locating property pins, underground utilities, location of improvements, and elevations. It will also include street improvements on 40th Street and Harvey Street as frontage improvements may be required through the land use permitting process.
- 2.2 **Geotechnical Investigation** – Perform a geotechnical investigation sufficient to document requirements for foundations and infiltration rates. This will include a literature review, one boring to 20' below the existing ground surface, log soils, laboratory tests to include natural moisture content, grain size distribution, and Atterberg Limits.

Complete a cased-hole, falling-head infiltration test at a depth of approximately 5 feet bgs, in a boring drilled within the footprint of the proposed disposal area. The test will be performed in general accordance with the City of Portland's Stormwater Management Manual¹ (SWMM). Changes in water level will be recorded and the field rate calculated in inches-per-hour for use in design.

Evaluate the collected field exploration data and lab testing data to characterize the subsurface conditions underlying the Project site. Based on our characterization of the subsurface conditions, we will provide the following:

- Exploration logs and site plan showing approximate exploration locations

¹ City of Portland, 2016, Stormwater Management Manual, August 2016 version.

- Laboratory test results
- Groundwater considerations and subsurface drainage requirements
- Shallow foundation design recommendations, including:
 - minimum embedment
 - allowable bearing pressure
 - estimated settlement
 - sliding coefficient
- Earthwork and grading, cut, and fill recommendations, including:
 - evaluation of the site soils for use as fill
 - temporary and permanent slope inclinations
 - structural fill materials and preparation
 - wet weather / wet conditions considerations
- Seismic design criteria in accordance with the 2014 Oregon Structural Specialty Code (OSSC)
- Slab subgrade preparation
- Infiltration test results

- 2.3 **Hydrogeologic Assessment** – Based upon existing data from wells #1, #2, #3 and #5 as well as known/published geological conditions provide preliminary well construction diagram (depth, diameter, screened interval, and casing materials), expected water quality, expected water quantity. Provide an assessment of well drilling options with regard to equipment and contracting method. Also discuss well location with OHA and OWRD well setbacks (for example, the sanitary control area and requirements).

Additional work under this task will include recommendations for abandoning well #1 and existing well #2.

- 2.4 **System Hydraulics** – Based upon the record drawings, proposed well locations and hydrogeological conditions evaluate the system hydraulics to determine pipe and pump sizing. Determine if the existing well #2 pump can be reused in the new well.

- 2.5 **Power & Control** – Determine the existing electrical service size and system configuration, then evaluate the improvements required for the well. This includes a review of the record drawings, review of notes from the site visit, estimate of load calculations for the proposed improvements and development of preliminary sequence of operations. This will also include NEMA classification, demolition requirements, operations issues during transition, code issues, reuse of existing equipment, and evaluation of communication infrastructure.

It is assumed that the well control will stay the same as it is, but that a new control panel will be placed at the new well site and reconnected to the existing system. We will document the control strategy that is in place now.

- 2.6 **Site Plan & System Layout** – Provide a site plan that includes the well location, site piping, routing of electrical ducts and location of panels. This will also include a schematic of the piping/valving/pumping. It is assumed that there will be a pump to waste ability, and it will be determined where the water can be discharged (storm system, infiltration, sanitary). Even if the new well is expected to have very little sand, a sand trap will be included.

- 2.7 **Building** – The building is assumed to be CMU block with a standing seam metal roof. The building will be sized. An option of locating the valves, piping, sand trap and controls in the old fire station will be evaluated. A preliminary size will be developed based upon the mechanical, electrical, control and structural requirements.
- 2.8 **Permitting** – Evaluate the permitting requirements including land use planning, building permit, environmental and OHA review. Prepare permitting matrix outlining likely needed permits, schedule, and data needs.
- Conduct a field reconnaissance of above ground properties that meet the 50-year threshold for historic-era eligibility. Perform a desktop evaluation of the eligibility of the structures, prepare a technical memo and prepare appropriate forms for submission to the Oregon State Historic Preservation Office. Also, develop an inadvertent discovery plan for archeological resources or human remains. This will have protocols, and notifications procedures.
- Tetra Tech will coordinate with City of Milwaukie planning staff to confirm whether a Type I or Type III land use review will be required. For purposes of this scope, Tetra Tech assumes a Type III Community Service Use (CSU) approval will be required. Water rights are evaluated elsewhere in the scope.
- 2.9 **Cost & Schedule** – Develop level 3 cost estimate and an implementation schedule.
- 2.10 **Prepare a Pre-design Report** – The findings will be used to develop the pre-design report which is assumed to be 30% design. This will be submitted to the City for review. Comments from the City will be documented and addressed. These will be used to move into the 90% design.

TASK 3 — BUILDING EVALUATION

- 3.1 **Building Evaluation** – Perform a high level evaluation of the old fire station to determine if it is reasonable to reuse the building in the future. This includes an over-all condition assessment of the structure and the electrical system, a review of code requirements, documentation of observable issues (condition, safety, age). Note that this will not document every potential issue, but provide a big picture review. A recommendation will be made with regard to the usability of the structure in the future which will be provided in a letter.

TASK 4 — WATER RIGHTS

- 4.1 **Existing Right & Usage** – Review information about the City's wellfield water rights and information developed during the hydrogeologic assessment to identify water right transactions that cover the full capacity of the wellfield wells. Develop a strategic approach for making changes to the City's wellfield water rights (Wells 1, 2, 3 and 5). Provide a brief memorandum describing the options available for the wellfield water rights.
- 4.2 **Transfers/Modifications** – The City holds three groundwater registrations authorizing the use of water from Wells 1, 2, and 3, and a water right certificate authorizing the use of water from Well 5. The specific water right transactions needed to secure the City's water rights will be based in part on the findings from Task 2.1 and Task 4.1

The following outlines work activities that may be performed as part of this task:

- Prepare the necessary application form(s), including maps.
- Facilitate the land use compatibility review(s) with the City and any other entity with land use planning authority, if necessary.
- Provide a draft of the application(s) for review by the City
- Finalize and submit the application(s) to OWRD
- As needed, correspond with OWRD staff during the review of the application(s), review interim OWRD work products, and complete any other activities that may be needed to assist the City in seeking approval of the transfer application.

OWRD fees for processing the water right transfer/modification applications total and estimated is \$1,250; These fees **are not included** in this budget. We assume the City will pay these fees to OWRD separately.

TASK 5 — WELL #8 REHABILITATION

- 5.1 **Review Report** – The City of Milwaukie installed Well # 8 in 2008, and since installation, the well's yield has declined significantly. A 2013 report prepared by GSI concluded that the cause of the reduced yield was clogging due to the growth of iron related bacteria biomass on the well screen. We will review this report to verify that the recommended rehabilitation method is still valid.
- 5.2 **Prepare Bid Documents** – Develop formal bid specifications, plans and cost estimate for the well rehabilitation. It is assumed that this work will be wrapped into the well #2 bid documents. Therefore, the specifications will only be the technical specifications and recommendation on how to set up the bid.

TASK 6 — PERMIT APPLICATIONS

- 6.1 **Land Use Application** – Prepare material and attend a pre-application meeting with City of Milwaukie Planning Department. Prepare a Type III land use application for a completeness check, and update the application per comments received. Prepare and post a sign notice of the application on the project parcel at least 14 days prior to the public hearing. Attend the Planning Commission public hearing.
- 6.2 **Building Permit** – Coordinate with the Building Department and prepare documentation required for the building permit including structural calculations. It is assumed that the Contractor would actually submit and receive the building permit at the time of construction, and that the City will pay directly for the permit fee.
- 6.3 **Environmental Review** – Prepare an environmental review. This would include checking for endangered species and wetlands, a reconnaissance level documentation of historic period structures (buildings over 50 years old) and a migratory bird nesting survey with regards to the large evergreen tree or surrounding vegetation.
- 6.4 **OHA Review** – When the plans and specification are at 90% complete submit them to OHA for design review. It is assumed that the City will pay directly for the permit fee. Comments from OHD will be used to finalize the bid documents.

TASK 7 — FINAL DESIGN

- 7.1 **Prepare 90% Design** – Prepare 90% design documents including plans, specifications and cost estimate based upon City comments and any additional regulatory input from the pre-design report. Provide four hard copies (half sized plans) and a PDF. Meet with the City staff to review the 90% design. Document and address City comments.

It is assumed that the design would include the following sheet list, and that it does not include ROW improvements.

1	G1	Cover
2	G2	Symbols & Abbreviations
3	C1	Existing site plan
4	C2	Proposed site plan (site layout , site piping, surfacing)
5	C3	Demolition plan for well #1 and well #2
6	C4	Civil details
7	A1	Floor Plan & schedules
8	A2	Elevations
9	A3	Architectural details
10	A4	Architectural details
11	S1	General notes
12	S2	Special Inspections
13	S3	Reinforced masonry
14	S4	Foundation & roof frame
15	S5	Structural details
16	S6	Structural details
17	M1	Plan & sections
18	M2	HVAC & plumbing
19	M3	Mechanical details
20	M4	Mechanical details
21	M5	Mechanical details
22	M5	Well #2 demolition
23	M6	Well #1 demolition
24	E1	Electrical Symbols, Abbreviations and general notes
25	E2	Site plan
26	E3	One line diagram
27	E4	Electrical Schedules

28	E5	Well Building Plan
29	E6	Electrical Details
30	E7	Control Plan
31	E8	Control/Communication System Diagram

- 7.2 **Prepare Final Design** – Prepare final design documents including plans, specifications and cost estimate based upon City comments and any additional regulatory input from the 90% design. Provide four hard copies (half sized plans) and a PDF.



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No. 78-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, authorizing the City Manager to approve a professional services contract with Tetra Tech in an amount not to exceed \$198,213 for professional services related to the relocation and construction of Well #2.

WHEREAS, Well #2 is an integral part of the City's Public Water Supply Source and is expected to deliver a minimum of 380 gpm (about 10% of current total City capacity) based on past production; and

WHEREAS, a recent video inspection revealed a split in the casing with 6" gaps at a depth of 220' in the 300' deep well and that it has been determined that based on the video log, that the condition of the casing, its deterioration in general and the overall loss of strength of the casing that an in-place repair would not be successful; and

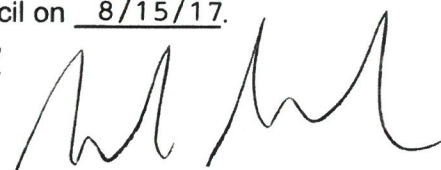
WHEREAS, based on this evaluation it was determined by Public Works Staff that the condition of Well # 2, as well as the importance of Well # 2, that the repair/replacement of Well #2 should take precedence over the rehabilitation of Well #8; and

WHEREAS, the Public Works staff solicited Requests for Qualifications in December of 2016 and evaluated and selected an engineering consultant firm to provide design services for Well #2 in April 2017.

Now, Therefore, be it Resolved that City Council accepts the recommendation to authorize the City Manager to approve a professional services contract with Tetra Tech in an amount not to exceed \$198,213 for professional services related to the relocation and construction of Well #2.

Introduced and adopted by the City Council on 8/15/17.

This resolution is effective on 8/15/17.




Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Scott Stauffer, City Recorder



City Attorney

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2016 forms a part of

policy No. GL6051604

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S COMMERCIAL PRIME ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

I. ADDITIONAL INSURED

Section II - WHO IS AN INSURED, 1. is amended to include as an insured any person or organization described in paragraphs A through I below, whom you are required to add as an additional insured under a written contract or agreement. The written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to "bodily injury", "property damage," or "personal injury and advertising injury".

A. BY CONTRACT

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

B. CONTROLLING INTEREST

1. Any person or organization having a greater than a 50% interest in you, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease these premises.
2. The insurance afforded to these additional insureds under Paragraph I.B.1 does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

C. CO-OWNER OR INSURED PREMISES

A Co-owner of insured premises co-owned by you and covered by this insurance but only with respect to their liability as co-owner of the premises.

D. LESSOR OF LEASED EQUIPMENT

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of such equipment leased to you by such person(s) or organization(s).
2. With respect to the insurance afforded to these additional insureds under Paragraph I.D.1, this insurance does not apply to any "occurrence" which takes place:
 - a) after the equipment lease expires, or
 - b) after the equipment is returned or no longer in your possession,whichever takes place later.

E. MANAGERS OR LESSORS OF PREMISES

Managers or Lessors of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance under this paragraph does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of such Managers or Lessors.

F. MORTGAGEE, ASSIGNEE, OR RECEIVER

1. A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
2. The insurance afforded to the additional insureds under Paragraph I.F.1 does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

G. OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

- (1) Any Owner, Lessee or Contractor, but only with respect to liability arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard".

H. OWNERS, LESSEES, OR CONTRACTORS - ONGOING OPERATIONS

Any Owners, Lessees, or Contractors, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

I. STATE OR POLITICAL SUBDIVISION - PERMITS

Any State or Political Subdivision, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

II. PRIMARY INSURANCE - ADDITIONAL INSURED

Where persons or organizations have been added to your policy as additional insureds to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to:

- a) the performance of your ongoing operations for the additional insureds; or
- b) "your work" performed for the additional insureds and included in the "products-completed operations hazard,

then with respect to these additional insureds as defined above in this Section only, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. - Other Insurance, a. - Primary Insurance, is deleted in its entirety and replaced with the following:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to (a) the performance of your ongoing operations for the additional insureds, or (b) "your work" performed for the additional insureds and included in the "products-completed operations hazard. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded is primary.

III. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

SECTION II - WHO IS AN INSURED, 2. a. (1) (d) is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services, except for "bodily injury" arising out of "Incidental Medical Malpractice Injury" by any physician, dentist, nurse or other medical practitioner employed or retained by you unless such "bodily injury" is covered by another primary policy. However, the insurance provided hereunder to such persons will not apply to liability arising out of services performed outside of the scope of their duties as your "employees." Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional healthcare service, which will be assignable to the same policy and policy year in which the originating act occurred.

SECTION V - DEFINITIONS - is amended to add:

"Incidental Medical Malpractice Injury" means "Bodily Injury" arising out of the rendering of or failure to render the following services:

- a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

The Coverage provided by this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of "Incidental Medical Malpractice Injury".

IV. JOINT VENTURES / PARTNERSHIPS / LIMITED LIABILITY COMPANIES

The paragraph under **SECTION II - WHO IS AN INSURED** which states:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is hereby deleted and replaced with the following:

No person or organization, other than you, is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Coverage under this policy, however, will not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

V. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, Paragraph 1.b., is deleted in its entirety and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

VI. LIBERALIZATION CLAUSE

If we revise or replace our standard policy form to provide more coverage, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

VII. UNINTENTIONAL ERRORS AND OMISSIONS

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. - Representations is amended by adding:

- d. The unintentional failure by you or any Insured to provide accurate and complete nonmaterial representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

VIII. AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

- a. You must see to it that we are notified as soon as practicable of any "occurrence" or an offense, which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee will have received such notice. To the extent possible notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

IX. AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, a. - Expected or Intended Injury, is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

X. CONTRACTUAL LIABILITY - RAILROADS

Only with respect to (i) operations performed within 50 feet of railroad property and (ii) for which a Railroad Protective Liability Policy in the name of the railroad has been provided, then

A. SECTION V - DEFINITIONS, Paragraph 9, is deleted in its entirety and replaced with the following:

- 9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities; and

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. - Other Insurance, b. Excess Insurance, (1) (a), is amended to include the following:

(v) That is a Railroad Protective Insurance Policy or similar coverage.

XI. COVERAGE FOR YOUR SUPERVISORY OR MANAGERIAL EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES

SECTION II - WHO IS AN INSURED, 2.a. (1), (a) and (b) are clarified to hold that:

Your supervisory or managerial "employees" are insureds for "bodily injury" to "co-employees" while in the course of their employment or performing duties related to the conduct of your business if claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability.**

XII. WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. - Transfer of Rights of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization pursuant to applicable written contract or agreement you enter into because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

XIII. AMENDMENT OF OTHER INSURANCE

A. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (1), is amended to include the following:

This insurance shall not be excess where (i) such other insurance is specifically purchased to apply as excess of this policy, or (ii) where you are obligated by contract to provide primary insurance to an additional insured, unless there is other additional insurance coverage available to that additional insured.

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (2), is deleted in its entirety and replaced with the following:

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

XIV. AMENDMENT AGGREGATE LIMITS PER PROJECT

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offense under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Per Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Per Construction Project General Aggregate Limit is the most we will pay for the sum of (i) all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", (ii) all damages under **COVERAGE B** and (iii) all medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** or **B** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Construction Project General Aggregate Limit for any other construction project covered under this policy.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A** (SECTION I), offenses under **COVERAGE B** (SECTION 1) and for all medical expenses caused by accidents under **COVERAGE C** (SECTION I), which cannot be attributed only to ongoing operations at a single construction project:
1. Any payments made under **COVERAGE A** or **B** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2016 forms a part of
policy No. CA3194511

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2016 forms a part of
policy No. CA3194511

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM, 10/01/2015
Forms a part of Policy No: 028182375
Issued to: TETRA TECH, INC.
By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED(S) ENDORSEMENT

It is hereby agreed that:

1. The following entity(s) is (are) included as additional **Insured(s)** under Section **VI. DEFINITIONS**, Paragraph **I. Insured** solely as respects to Coverage B and solely as respects liability arising out of **Covered Operations** performed by the **Named Insured**. Coverage is not afforded for any **Loss** arising from the scheduled additional **Insured's** own liability.

Additional Insured(s)

1. Any entity where required by written contract with the first **Named Insured** indicated in Item 1. of the Declarations.

2. Solely wither respect to coverage afforded in this Endorsement, the following is added to the end of Section **V. CONDITIONS**, Paragraph **A. HOW OTHER INSURANCE APPLIES**, Subparagraph 2., as amended in Endorsement 9, **WORLDWIDE TERRITORY - CLAIMS IN UNITED STATES OR CANADA HOW OTHER INSURANCE APPLIES - EXCLUSION FOR PROFESSIONAL SERVICES AND COVERED OPERATIONS INSURED UNDER A SEPARATE PROJECT ENDORSEMENT**:
 - b. This insurance is primary and non-contributory, and the Company's obligations are not affected by any other insurance carried whether primary, excess, contingent, or on any other basis.

The Company's limits of liability as specified in the Declarations of this Policy are not increased.

All other terms, conditions, and exclusions shall remain the same.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2017 forms a part of

policy No. GL7468716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S COMMERCIAL PRIME ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

I. ADDITIONAL INSURED

Section II - WHO IS AN INSURED, 1. is amended to include as an insured any person or organization described in paragraphs A through I below, whom you are required to add as an additional insured under a written contract or agreement. The written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to "bodily injury", "property damage," or "personal injury and advertising injury".

A. BY CONTRACT

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

B. CONTROLLING INTEREST

1. Any person or organization having a greater than a 50% interest in you, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease these premises.
2. The insurance afforded to these additional insureds under Paragraph I.B.1 does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

C. CO-OWNER OR INSURED PREMISES

A Co-owner of insured premises co-owned by you and covered by this insurance but only with respect to their liability as co-owner of the premises.

D. LESSOR OF LEASED EQUIPMENT

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of such equipment leased to you by such person(s) or organization(s).
2. With respect to the insurance afforded to these additional insureds under Paragraph I.D.1, this insurance does not apply to any "occurrence" which takes place:
 - a) after the equipment lease expires, or
 - b) after the equipment is returned or no longer in your possession,whichever takes place later.

E. MANAGERS OR LESSORS OF PREMISES

Managers or Lessors of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance under this paragraph does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of such Managers or Lessors.

F. MORTGAGEE, ASSIGNEE, OR RECEIVER

1. A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
2. The insurance afforded to the additional insureds under Paragraph I.F.1 does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

G. OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

- (1) Any Owner, Lessee or Contractor, but only with respect to liability arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard".

H. OWNERS, LESSEES, OR CONTRACTORS - ONGOING OPERATIONS

Any Owners, Lessees, or Contractors, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) has been completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

I. STATE OR POLITICAL SUBDIVISION - PERMITS

Any State or Political Subdivision, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

II. PRIMARY INSURANCE - ADDITIONAL INSUREDS

Where persons or organizations have been added to your policy as additional insureds to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to:

- a) the performance of your ongoing operations for the additional insureds; or
- b) "your work" performed for the additional insureds and included in the "products-completed operations hazard,

then with respect to these additional insureds as defined above in this Section only, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. - Other Insurance, a. - Primary Insurance, is deleted in its entirety and replaced with the following:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to (a) the performance of your ongoing operations for the additional insureds, or (b) "your work" performed for the additional insureds and included in the "products-completed operations hazard. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded is primary.

III. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

SECTION II - WHO IS AN INSURED, 2. a. (1) (d) is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services, except for "bodily injury" arising out of "Incidental Medical Malpractice Injury" by any physician, dentist, nurse or other medical practitioner employed or retained by you unless such "bodily injury" is covered by another primary policy. However, the insurance provided hereunder to such persons will not apply to liability arising out of services performed outside of the scope of their duties as your "employees." Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional healthcare service, which will be assignable to the same policy and policy year in which the originating act occurred.

SECTION V - DEFINITIONS - is amended to add:

"Incidental Medical Malpractice Injury" means "Bodily Injury" arising out of the rendering of or failure to render the following services:

- a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

The Coverage provided by this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of "Incidental Medical Malpractice Injury".

IV. JOINT VENTURES / PARTNERSHIPS / LIMITED LIABILITY COMPANIES

The paragraph under **SECTION II - WHO IS AN INSURED** which states:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is hereby deleted and replaced with the following:

No person or organization, other than you, is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Coverage under this policy, however, will not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

V. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, Paragraph 1.b., is deleted in its entirety and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

VI. LIBERALIZATION CLAUSE

If we revise or replace our standard policy form to provide more coverage, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

VII. UNINTENTIONAL ERRORS AND OMISSIONS

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. - Representations is amended by adding:

- d. The unintentional failure by you or any Insured to provide accurate and complete nonmaterial representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

VIII. AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

- a. You must see to it that we are notified as soon as practicable of any "occurrence" or an offense, which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee will have received such notice. To the extent possible notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

IX. AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, a. - Expected or Intended Injury, is deleted and replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

X. CONTRACTUAL LIABILITY - RAILROADS

Only with respect to (i) operations performed within 50 feet of railroad property and (ii) for which a Railroad Protective Liability Policy in the name of the railroad has been provided, then

A. SECTION V - DEFINITIONS, Paragraph 9, is deleted in its entirety and replaced with the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities; and

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. - Other Insurance, b. Excess Insurance, (1) (a), is amended to include the following:

(v) That is a Railroad Protective Insurance Policy or similar coverage.

XI. COVERAGE FOR YOUR SUPERVISORY OR MANAGERIAL EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES

SECTION II - WHO IS AN INSURED, 2.a. (1), (a) and (b) are clarified to hold that:

Your supervisory or managerial "employees" are insureds for "bodily injury" to "co-employees" while in the course of their employment or performing duties related to the conduct of your business if claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability.**

XII. WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. - Transfer of Rights of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization pursuant to applicable written contract or agreement you enter into because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

XIII. AMENDMENT OF OTHER INSURANCE

A. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (1), is amended to include the following:

This insurance shall not be excess where (i) such other insurance is specifically purchased to apply as excess of this policy, or (ii) where you are obligated by contract to provide primary insurance to an additional insured, unless there is other additional insurance coverage available to that additional insured.

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (2), is deleted in its entirety and replaced with the following:

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

XIV. AMENDMENT AGGREGATE LIMITS PER PROJECT

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offense under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Per Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Per Construction Project General Aggregate Limit is the most we will pay for the sum of (i) all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", (ii) all damages under COVERAGE B and (iii) all medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A or B for damages or under COVERAGE C for medical expenses shall reduce the Per Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Construction Project General Aggregate Limit for any other construction project covered under this policy.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offenses under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single construction project:
1. Any payments made under COVERAGE A or B for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2017 forms a part of

policy No. CA4288055

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- {1} The coverage and/or limits of this policy, or
- {2} The coverage and/or limits required by said contract or agreement.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2017 forms a part of

policy No. CA4288055

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM, 10/01/2017
Forms a part of Policy No: 028182375
Issued to: TETRA TECH, INC.
By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED(S) ENDORSEMENT

It is hereby agreed that:

1. The following entity(s) is (are) included as additional **Insured(s)** under Section **VI. DEFINITIONS**, Paragraph **I. Insured** solely as respects to Coverage B and solely as respects liability arising out of **Covered Operations** performed by the **Named Insured**. Coverage is not afforded for any **Loss** arising from the scheduled additional **Insured's** own liability.

Additional Insured(s)

1. Any entity where required by written contract with the first **Named Insured** indicated in Item 1. of the Declarations.

2. Solely wither respect to coverage afforded in this Endorsement, the following is added to the end of Section **V. CONDITIONS**, Paragraph **A. HOW OTHER INSURANCE APPLIES**, Subparagraph 2., as amended in Endorsement 9, **WORLDWIDE TERRITORY - CLAIMS IN UNITED STATES OR CANADA HOW OTHER INSURANCE APPLIES - EXCLUSION FOR PROFESSIONAL SERVICES AND COVERED OPERATIONS INSURED UNDER A SEPARATE PROJECT ENDORSEMENT**:
 - b. This insurance is primary and non-contributory, and the Company's obligations are not affected by any other insurance carried whether primary, excess, contingent, or on any other basis.

The Company's limits of liability as specified in the Declarations of this Policy are not increased.

All other terms, conditions, and exclusions shall remain the same.