

KING COUNTY WATER DISTRICT NO. 90

KING COUNTY, WASHINGTON

RESOLUTION NO. 974

A RESOLUTION of the Board of Commissioners of King County Water District No. 90, King County, Washington, authorizing and adopting the Professional Services Agreement with Pacific Groundwater Group, Inc.

WHEREAS, Pacific Groundwater Group, Inc. offers services to the District for consultation regarding the District's Wellhead Protection Plan; and

WHEREAS, the District is in need of the services to be provided by Pacific Groundwater Group, Inc.; and

WHEREAS, District staff recommends approval of a professional services agreement with Pacific Groundwater Group, Inc., for the District Wellhead Protection Plan at a cost not to exceed \$12,920.00.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 90 AS FOLLOWS:

Section 1: That the Professional Services Agreement between King County Water District No. 90 and Pacific Groundwater Group, Inc., attached hereby as Exhibit "A" is hereby approved and adopted in its entirety.

Section 2: The District staff is hereby authorized to take such administrative action as may be necessary to effectuate the provisions of this Resolution.

Section 3: That this Resolution shall become effective June 3, 2014.

ADOPTED by the Board of Commissioners of King County Water District No. 90, King County, Washington at its regular, open public meeting thereof held on 1st day of July, 2014.

BRV Giddens 7-1-14
Gunn Gagnier 7/1/14
By [Signature] 7/1/14

**PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 2014-2**

THIS AGREEMENT made and entered into this 3rd day of **June, 2014**, by and between the King County Water District No. 90, hereinafter referred to as the "DISTRICT", and PACIFIC GROUNDWATER GROUP, INC., hereinafter referred to as the "CONSULTANT" WITNESSETH:

WHEREAS, the DISTRICT requires those services set forth on Exhibit "A" attached hereto to be performed as part of that certain DISTRICT project identified as:

KING COUNTY WATER DISTRICT No. 90 WELLHEAD PROTECTION PLAN

and

WHEREAS, the CONSULTANT represents that the CONSULTANT is qualified and possesses the expertise, training and skill necessary to perform such designated services; NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. SCOPE OF SERVICE

The CONSULTANT shall perform such services and accomplish such tasks including the furnishing of all materials, labor, and equipment necessary for full performance thereof, as are identified and designated as CONSULTANT responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and made a part hereof.

2. TERM

The services contracted hereunder shall be completed in no event later than June 30, 2014. In the event the CONSULTANT has not completed it's performance by said date, the DISTRICT has the option to terminate this agreement and compensate the CONSULTANT only for that portion of the work completed in an acceptable manner by that date. Both parties may agree to an extension of the time set forth in said schedule and as provided above.

3. COMPENSATION AND METHOD OF PAYMENT

- A. The DISTRICT shall pay the CONSULTANT for the performance of services and hourly rates designated in Exhibit "A", attached hereto and made a part hereof. The total authorized services shall not exceed \$12,920.00. If the description of services on Exhibit "A" designates additional services which may be requested by the DISTRICT, said additional services will be paid for by the

DISTRICT at the rates set forth on EXHIBIT "A"; however, said services will only be performed and compensated by the DISTRICT after the DISTRICT has directed such performance in writing.

B. Payment by the DISTRICT for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the DISTRICT, and the same is approved by the appropriate DISTRICT representative. Payment shall be monthly on the basis of invoices submitted. These invoices will be for costs incurred during the invoice period. The CONSULTANT shall include documentation with invoice. Said documentation to include:

- o Identification of staff and a summary of each staff's labor hours tied to tasks.
- o All subconsultant charges.
- o Travel charges including mileage rates
- o Equipment rental charges.
- o Computer and other charges.

The documentation shall clearly show what tasks were worked on and how the total invoice amount was derived.

4. MAINTENANCE AND INSPECTION OF RECORDS

A. The CONSULTANT agrees to maintain books, records and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and such accounting procedures and practices as may be deemed necessary by the DISTRICT to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject to reasonable inspection and review or audit by the DISTRICT and its authorized representative.

B. The CONSULTANT agrees that the DISTRICT or its designee shall have full access and right to examine any of said materials at all reasonable times.

5. ASSIGNMENT/SUBCONTRACTING

A. The CONSULTANT shall not assign any portion of this agreement without the written consent of the DISTRICT, and it is further agreed that said consent must be sought in writing by the CONSULTANT not less than thirty (30) days prior to the date of any proposed assignment.

- B. Any technical/professional service subcontract not listed in this Agreement which is to be charged to the DISTRICT under this Agreement, must have express advance approval by the DISTRICT.

6. INDEPENDENT CONSULTANT RELATIONSHIP

- A. The parties intend that an independent consultant/DISTRICT relationship will be created by this Agreement. The DISTRICT is interested primarily in the results to be achieved; the implementation of services will lie solely with the CONSULTANT. No agent, employee, servant or representative of the CONSULTANT shall be deemed to be an employee, agent, servant or representative of the DISTRICT for any purpose, and the employees of the CONSULTANT are not entitled to any of the benefits the DISTRICT provides to its employees. The CONSULTANT will be responsible for its negligent acts and for the negligent acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated, the CONSULTANT is an independent contractor with the authority to control and direct the performance of the details of the work according to the CONSULTANTS scope of work; however, the results of the work contemplated herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general rights of inspection and review to secure the satisfactory completion thereof.

7. HOLD HARMLESS AND INDEMNIFICATION

To the extent allowed by law, the CONSULTANT agrees to hold harmless and indemnify the DISTRICT and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments which result from the negligent acts, errors, or omissions of the CONSULTANT. To the extent allowed by law, the DISTRICT agrees to hold harmless and indemnify the CONSULTANT and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments which result from the negligent acts, errors, or omissions of the DISTRICT. This indemnification provision shall include, but not be limited to, all claims against the CONSULTANT or the DISTRICT respectively, by an employee or former employee of the CONSULTANT or the DISTRICT and, as to such claims the CONSULTANT and the DISTRICT expressly waive all immunity and limitation of liability under Title 51 RCW.

8. INSURANCE

The CONSULTANT shall obtain and keep in force during the term of this Agreement, public liability and property damage insurance in amounts and with companies acceptable to the DISTRICT. The limits of such coverage shall not be less than \$1,000,000.00 combined single limit bodily injury and property damage. A certificate of such insurance shall be provided to the DISTRICT within one (1) week after the execution of this Agreement. The insurer shall agree to give the DISTRICT thirty (30) days written notice of cancellation or substantial change in coverage. Coverage in the minimum amount set forth herein shall not be construed to relieve the CONSULTANT from liability in excess of such coverage.

9. EQUAL EMPLOYMENT OPPORTUNITY

- A. The DISTRICT is an equal opportunity employer.
- B. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-consultants, clients, contractors, subcontractors, and suppliers, including procurement of materials and leases of equipment.
- C. If any assignment and/or subcontracting has been authorized by the DISTRICT, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONSULTANT shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraph herein.
- D. The CONSULTANT SHALL COMPLY WITH Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

10. MINORITY BUSINESS ENTERPRISE

In connection with the CONSULTANT'S performance under this Agreement, the CONSULTANT will cooperate with the DISTRICT in meeting the DISTRICT'S commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to ensure the minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

11. TREATMENT OF ASSETS

Title to all property furnished by the DISTRICT shall remain in the name of the DISTRICT and the DISTRICT shall become the owner of the work product and other documents prepared by the CONSULTANT. All equipment purchased specifically for the project shall become the property of the DISTRICT.

12. TERMINATION

This agreement may be terminated by either party without cause upon fourteen (14) days written notice to the other party. This agreement may be terminated for cause by either party upon 24 hours written notice. In the event of a termination, the DISTRICT shall pay for CONSULTANT services through the effective date of termination. There shall be no penalty or liquidation damages for any such termination.

13. ENTIRE CONTRACT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and performance of the provisions of this contract. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

14. ATTACHMENTS


The following attachments are part of and applicable to this agreement:


Exhibit "A" PGG Cost Estimate for KCWD 90 Wellhead Protection Plan Update

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

KCWD #90

CONSULTANT: Pacific Groundwater Group, Inc.

By 
Thomas N. Hoffman, General Manager

By 
Daniel T. Matlock, Vice President

Attachment A - PGG Cost Estimate for KCWD 90 Wellhead Protection Plan Update

Task/Description	PGG Hours at Rates Specified			PGG Labor	PGG Expenses (1)	Expense Description	Task Totals
	\$150	\$120	\$115 \$60				
Task 1 - Update Wellhead Protection Capture Zone Delineations							
Assess GW flow directions and gradients and future pumping rates	2	4		\$780			\$2,260
Delineate Wellhead Protection Capture Zones using Analytical Model	1	4		\$630			
Prepare WHPA Maps	1	2	4	\$850			
Task 2 - Assess Environmental Threats and Risk Reduction Strategies							\$3,680
Inventory Contaminant Risks using Ecology Data and other Sources	1	8	8	\$2,030			
Evaluate Risks posed by Environmental Sites	1	4		\$630			
Assess Management Strategies to Minimize Risks	2	6		\$1,020			
Task 3 - Prepare Spill and Contingency Supply Plans							\$870
Task 3 - Prepare Spill and Contingency Supply Plans	1	6		\$870			
Task 4 - Prepare Notification Letters per WAC 246-290-135							\$780
Letters to First Responders and Regulatory Agencies	1	2		\$390			
Letters to Hazardous Waste Handlers	1	2		\$390			
Task 5 - Prepare WHP Summary Report							\$3,990
Task 5 - Prepare WHP Summary Report	4	24	4	\$3,940	\$50	repo	
Task 6 - Project Management							\$1,340
Task 6 - Project Management	8		2	\$1,320	\$20	phone	
Subtotal Dollars							
Hours Estimated	23	62	16	2			
Dollars Estimated	\$3,450	\$7,440	\$1,840	\$120	\$12,850	\$70	
Total Cost Estimate for PGG Services							\$12,920

Notes:

(1) Includes a 10 percent handling charge.

PACIFIC groundwater GROUP

LETTER OF TRANSMITTAL

TO Tom Hoffman JOB # JM0904.03
KCWD # 90
15606 SE 128th St DATE 6/16/14
Renton, WA 98059-4540

RE P66 Professional Services Contract - WHP Plan

WE ARE SENDING YOU THE FOLLOWING
(1) One executed copy of contract

THESE ARE TRANSMITTED
 FOR YOUR USE OR INFORMATION
 FOR REVIEW AND COMMENT
 FOR ACTION SPECIFIED BELOW
 AS REQUESTED

REMARKS Tom:
Thanks for taking care of this.

FROM Dan

CC _____