

## AMENDMENT

### Professional Services Agreement

**Client:** Kittitas County Public Health Department

**Name of Project:** Upper Kittitas Groundwater Study

#### Description and Purpose of Amendment

This amendment extends the 2008 contract between GSI and Kittitas County by extending the period of performance of hydrogeologist services to be provided to Kittitas County in relationship to the Upper Kittitas Groundwater study. The amendment also amends the scope of services to adjust for the implementation of the Upper Kittitas Groundwater study.

#### Period of Performance

The new period of performance is from the date of execution of this amendment through December 31, 2014.

#### Fiscal Consideration

The maximum consideration of this amendment shall not exceed \$38,514.23. Prior to incurring any costs over the maximum consideration, GSI will obtain approval from the Board of County Commissioners.

#### Specific Terms and Conditions

The following are the specific amendments that are being made to the contract:

- **Scope of Services:** The new scope of services is provided in Attachment A: Revised Hydrogeologic Consulting Services Scope, Schedule, and Budget for the Upper Kittitas County Groundwater Study
- **Compensation:** A good faith estimate is provided in Attachment A
- **Schedule:** The contract period is extended from the date of execution of this amendment to December 31, 2014
- **Terms:**
  - All terms of the original contract remain in effect.
  - Addition of the following terms: This Amendment is conditioned upon the execution of an Interagency Agreement with the Department of Ecology for funding.

IN WITNESS WHEREOF, the parties have signed this Agreement.

GROUNDWATER SOLUTIONS, INC.

Signature: 

Name (printed): Kevin A. Lundsey

Title: Principal

Date: May 13, 2014

KITTITAS COUNTY

Signature: 

Name (printed): Paul Jewell

Title: Bocce chairman

Date: May 16, 2014

## **Attachment A**

### **Revised Hydrogeologic Consulting Services Scope, Schedule, and Budget for the Upper Kittitas County Groundwater Study**

In 2008 and 2009 GSI Water Solutions, Inc. (GSI) provided hydrogeologic consulting services to Kittitas County (the County) to assist the County with planning and overseeing the pending Upper Kittitas County Groundwater Study. This work included support in implementing the terms of the Memorandum of Agreement (MOA) between Kittitas County (County) and the Washington Department of Ecology (Ecology) as it stood at that time. This revised description of scope, schedule, and budget for hydrogeologic consulting services supersedes GSI's previous work scope.

This revised work scope focuses on the following work activities:

- Work with the Committee to develop an updated work scope for the proposed Upper Kittitas County Groundwater Study that Department of Ecology is hiring the U.S. Geological Survey (USGS) to do.
- As the hydrogeologist representing the County provide: (1) general guidance, pursuant to the Counties needs, to the USGS as it works on the Upper Kittitas County Groundwater Study, (2) track the progress of the USGS on the project, reporting to the County as specific milestones are reached, and (3) provide peer review comments to the USGS on behalf of the County as the USGS produces project results.

The specific scope of services for this project is summarized below. Note, the scope of services described below assumes a project duration of 24 to 28 months. All work will be charged on a labor hours and expense reimbursement basis.

#### **Task 1: Upper County Ground Water Study Advisory Committee**

##### **Task Scope**

GSI will represent the interests of the County as a member of the Upper County Ground Water Study Advisory Committee, during development of the technical scope of the study, and review of progress and results of the study. The specific scope of work for this task will include the following elements:

1. Participate in development or revision of guidelines for Committee.
2. Work with the Committee members to develop objectives and a scope for the Upper County Ground Water study.
3. Review the progress of the study.

The scope and budget for Task 1 are based on the following assumptions:

- Preparation for, and attendance of, two meetings in 2010, and quarterly meetings in 2011 and 2012 as the study progresses. The total number of meetings attended during this period will not exceed 10.
- Labor effort for this task will include 1 GSI senior scientist for all meetings, and this effort includes 10 hours for meeting preparation, attendance, and follow-up.
- Total labor effort for Task 2 is 100 hours over the course of the project.

##### **Task Schedule**

Participation on the Committee will be ongoing during contract period.

## **Task 2: Hydrogeologic Project Oversight and Report Review**

### **Task Scope**

The Department of Ecology currently plans on contracting to the USGS for that agency to conduct the Upper Kittitas County Groundwater Study. Under Task 2 GSI will function as the County's hydrogeologist independent of the Study Advisory Committee. In that capacity, GSI will:

1. Meet with Ecology and USGS staff to discuss study goals and objectives, and review any work plans for the project prepared by those agencies.
2. Become familiar with data sets and assumptions being used in the study as they are provided by the USGS and Ecology, or as GSI can find them based on our own efforts.
3. Hold semi-annual meetings with Ecology and the USGS to review project results, data collection efforts, and interpretations as they are developed up to the time of those meetings. For this effort we assume a total of 5 meetings during the project.
4. Review and prepare written comment on the study final report, engage in comment resolution consultation with Ecology and the USGS, and report GSI's conclusions relative to the report to the County.
5. Report quarterly to the County GSI's assessment of study progress.

The scope and budget for the 5 work elements in Task 2 are based on the following assumptions:

1. For the goals and objectives meetings - 20 hours for 2 senior GSI scientists to prepare for, attend, and report to the County on the outcome of the meeting.
2. To better review and oversee the USGS, GSI will become more familiar with the hydrogeologic setting of the upper County. This will focus on review and assimilation of existing reports, maps, and other materials GSI may gain access to. GSI assumes 120 hours of junior and senior staff time.
3. The semi-annual meetings will involve the efforts of 2 senior GSI scientists in preparation for, attendance, and follow-up with the County. 12 hours for each of 5 meetings, for a total of 60 hours.
4. Report review, comment preparation, and comment resolution will involve the efforts of 2 senior GSI scientists. Total effort will be 40 hours of labor.
5. Quarterly reporting will involve the efforts of 1 GSI senior scientist. Quarterly reporting will include a brief written update and an oral report to the County. Assume 10 quarterly meetings, at 10 hours effort per meeting, for a total of 100 hours.

Total work effort for the 5 elements of Task 2 is 340 hours over the course of the project.

### **Task Schedule**

Review of reports submitted to the County will be on an as needed basis beginning immediately after authorization and will continue through the contract period.

## **Project Schedule and Estimated Budget**

For project planning, and cost estimating purposes, GSI assumes the project will begin in the fall of 2010 and be completed late in 2012 or early in 2013, encompassing approximately 24 to 28 months.

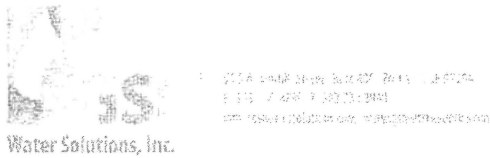
For this project GSI will invoice monthly for services on a labor hours and expense reimbursement basis. Task budgets will not be exceeded without the written authorization of the



County. GSI's proposed budget for this 24 to 28 month project is summarized in the following table.

<b>Estimated Budget</b>			
Task	GSI labor	GSI expenses	subtotals
1	13,500	500	13,500
2	43,000	2,000	45,000
totals	56,500	2,500	58,000

## Attachment B 2010 Rate Schedule



### 2008 Fee Schedule Water Supply Work

(GSI's Fees will increase annually based on the CPI)

#### ***Labor***

<b>Labor Category</b>	<b>Hourly Rate</b>
<u>Senior</u>	
Walter Burt	\$135
Kevin Lindsey	\$135
Doug McChesney	\$125
Terry Tolan	\$125
John Porcello	\$135
<u>Project Hydrogeologist</u>	\$100
<u>Senior Staff Hydrogeologist</u>	\$85 - \$90
<u>Staff Hydrogeologist</u>	\$75 - \$80
<u>Senior Staff GIS Specialist</u>	\$85
<u>Administrative Assistant</u>	\$70
<u>Document Manager/Editor</u>	\$75

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

#### ***Expenses***

- Mileage: IRS authorized rate/mile
- Direct Expenses: Cost
- Outside Services: Cost plus 10 percent markup

Groundwater Solutions, Inc.  
dba GSI Water Solutions, Inc.  
55 SW Yamhill, Suite 400  
Portland, Oregon 97204

## **PROFESSIONAL SERVICES AGREEMENT**

**Client:** Kittitas County Public Health Department

**Name of Project:** Upper Kittitas County Exempt Well MOA Assistance

Groundwater Solutions, Inc. dba GSI Water Solutions, Inc. (GSI), has been authorized by the CLIENT to perform the following services:

### **Scope of Services**

The general scope of services includes the following elements:

- Representation of Kittitas County on the Upper County Ground Water Study Advisory Committee
- Development and implementation of a hydro geological review process for land use applications.
- Technical assistance as requested for water use issues in Kittitas County.

Attachment A summarizes the detailed scope of services for the project.

### **Compensation**

- The scope of work outlined in the detailed scope of services will be completed on a time and materials basis, billed as provided herein. GSI has provided you with a good faith estimate that the work should not exceed \$77,200. In the event that unforeseen issues relating to the project effect this estimate, GSI will contact Client at which time both parties shall make a good faith effort to amend this agreement to suit the new circumstances. Nothing in this agreement shall be construed to obligate client beyond the agreed upon cost. Adjustments to the estimate are subject to client obtaining funding from either Kittitas County or the Department of Ecology.

### **Schedule**

- The contract period is from the date of execution of the contract to November 1, 2009. GSI will complete the scope of services described in Attachment A on an as-requested basis during the contract time.
- GSI and the Client will establish a schedule for completion of each work assignment upon receipt of the assignment. GSI will proceed with the work in a professional and expeditious manner, unless delayed by the unforeseen unavailability of necessary labor, restricted access t

the work site, discovery in handling of toxic materials, delays in communications with the client, insufficient or unworkable drawings or specifications, changes in the work, or any other causes beyond GSI's control. GSI will only be responsible for any financing costs or other consequential damages or costs incurred by the client due to delays in the completion of the project to the extent that they are caused by things within GSI's ability to control. Negligence on behalf of GSI, its officers, employees or assignees will be deemed to be within GSI's ability to control.

**Terms**

Services covered by this Agreement will be performed in accordance with the attached provisions and schedules. This Agreement supersedes all prior Agreements and understandings and may only be changed by written amendment executed by both parties.

**GROUNDWATER SOLUTIONS, INC.    CLIENT**  
**dba GSI WATER SOLUTIONS, INC.**

Signature:

Signature:

Name (printed):

Name (printed):

Title:

Title:

Date:

Date:

## **Provisions**

### *Authorization to Proceed*

Execution of this Agreement by the CLIENT will be authorization for Groundwater Solutions, Inc. (GSI) to proceed with the services, unless otherwise provided for in this Agreement. The services authorized shall be limited to those enumerated in this agreement, its provisions, attachments, and any subsequent amendments.

### *Compensation Rates*

Compensation for services provided under this agreement will be on a time and materials basis in accordance with the rates contained in the Attachment B. The hourly labor rates shown in Attachment are subject to annual adjustments effective each anniversary of the contract signing date.

### *Subcontracts and Direct Expenses*

When services are performed on a cost reimbursement basis, a markup of 10 percent will be applied to subcontracts and outside services and a markup of 10 percent will be applied to Direct Expenses. For purposes of this Agreement, Direct Expenses are defined to include those necessary costs and charges incurred for the project including, but not limited to the direct costs of transportation, meals, lodging, mail, shipping, equipment, supplies, laboratory test and analysis, printing and reproduction services, and certain field equipment.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to GSI compensation when invoicing CLIENT. Client will not be responsible for any subcontracts and/or direct expenses incurred by GSI except to the extent that those expenses are preauthorized.

### *Cost Opinions*

Any cost opinions or project economic evaluations provided by GSI will be on a basis of experience and judgment, but, since GSI has no control over market conditions or bidding procedures, GSI cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions. Nothing in this paragraph/section shall be interpreted as to limiting GSI's liability for professional negligence.

### *Payment to GSI*

Monthly invoices will be issued by GSI for all services performed under this Agreement. CLIENT shall pay each invoice within 45 days.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof.

### *Insurance*

GSI will maintain throughout this Agreement the following insurance:

- (a) Worker's compensation insurance in the statutory amount of not less than \$500,000 for all employees engaged in the work. Owners of GSI who are exempt from worker's compensation requirements shall maintain equivalent disability insurance.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of GSI or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

Insurance coverage in (b) and (c) above will name CLIENT and OWNER as additional insureds. Such insurance will be the primary coverage to GSI and CLIENT.

Before commencing work under this contract, GSI will furnish CLIENT with certificates of insurance verifying coverages and additional insureds. Certificates also will state that the insurance carrier will give CLIENT thirty (30) days notice of any insurance cancellation or material alteration.

### *Standard of Care*

GSI will complete its services with the standard of care and degree of skill and diligence normally employed by professionals performing the same or similar services in the locale in which the services are performed.

### *Indemnification*

GSI agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT and CLIENT's clients, agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by GSI's acts, errors, or omissions.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold GSI, and GSI's clients, agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by CLIENT's acts, errors, or omissions.

In the event that claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and GSI, they shall be borne by each party in proportion to its own negligence. This provision is intended to indemnify and hold harmless each other and each other's clients specifically in any situation in which employees, agents, and representatives commence a third party action for injuries or death otherwise covered by applicable workmen's compensation laws.

### *Severability and Survival*

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the other provisions shall remain in full effect.

### *Third Party Beneficiaries*

GSI acknowledges that Kittitas County and the Washington State Department of Ecology are third party beneficiaries to this contract.

### *Materials and Samples*

Any items, substances, materials, or samples removed from the project site for testing, analysis, or other evaluation will be returned to the project site unless agreed to otherwise. CLIENT recognizes and agrees that GSI at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that GSI assumes no risk and/or liability for a waste

or hazardous waste site originated by other than GSI.

### *Assignments*

Client shall have power to assign any duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise at its sole discretion to either Kittitas County and/or the Washington Department of Ecology. Other than the before mentioned assignments neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

### *Integration*

This Agreement incorporates all previous communications and negotiations and constitutes the entire Agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the services, general or standard terms and conditions on the Purchase Order do not apply to this Agreement.

### *Force Majeure*

If performance of the services is affected by causes beyond GSI's reasonable control, project schedule and compensation shall be adjusted subject to the compensation clause.

### *Changes*

CLIENT may make or approve changes within the general Scope of Services in this Agreement, subject to GSI approval and with appropriate adjustment for costs and time for performance. If such changes affect GSI's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

### *Termination*

This Agreement may be terminated for convenience on 30 days' written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. The preceding sentence does not apply to a non-payment for services rendered, at which time, the client shall be deemed to be in default and GSI may suspend services. On termination, GSI will be paid for

all authorized work performed up to the termination date.

*Attorney's Fees*

In case this Agreement is referred to an attorney for collection, suit, or action, including arbitration, by any of the parties to enforce any provision of this Agreement, the prevailing party shall be entitled to, in addition to any award of costs or disbursements provided by statute, such additional sums as the court may adjudge reasonable as attorney's fees and costs to be allowed in such suit or action, including sums allowed as reasonable attorney's fees and costs on any appeal of such suit or action.

*Governing Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

*Independent Status*

For purposes of this Agreement, GSI acknowledges that GSI is not an officer, employee or agent of Client, Kittitas County, or the Washington State Department of Ecology. GSI will not hold out itself or any of its employees as, nor claim status as, an officer, employee or agent of Client, Kittitas County, or the Washington State Department of Ecology except to the extent required to represent Kittitas County on the Upper County Ground Water Study Advisory Committee. GSI shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. GSI shall indemnify and hold harmless client from all obligations to pay or withhold federal or state taxes or contributions on behalf of GSI or GSI's employees.