



Contract Order

Client: Lewis County Attn: Lindsey R. Pollock, DVM 351 NW. North St, Chehalis, WA, 98532	Date: July 8, 2021
	Contract No.: 1
	Project No.: 210322
Project Name: Lewis County Water Bank Technical Assistance Lewis County, Washington	
Subject: Proposed Water Banking Scope of Work	

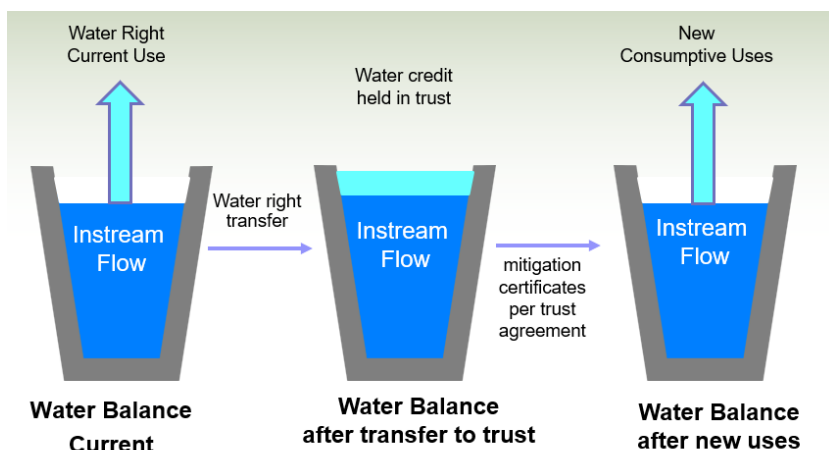
Description of Work	Cost
Aspect Consulting, LLC (Aspect) understands Lewis County is interested in developing a water bank. Lewis County has existing and emerging mitigation responsibilities. The Department of Ecology (Ecology) recently received a budget proviso for water bank grant funding for which Lewis County may be eligible. In order to meet its mitigation responsibilities, provide for economic growth, and position Lewis County for future grant funding, Aspect proposes development of a Lewis County Water Bank Action Plan, consisting of the following tasks: 1. <u>Task 1: Mitigation Requirements and Opportunities</u>. Water banks work best when the customer audience of the water bank is well-defined. This allows targeted policy development, outreach messaging, and keeps bank administrative costs low. Aspect will hold two virtual strategic meetings with Lewis County to define service categories. 2. <u>Task 2: Water Bank Seeding</u>. Water banks require water mitigation assets to be acquired by the County. These can include targeted water right purchases or water supply development projects. Aspect will develop a preliminary list of potential water supply options and meet with Lewis County to screen them for potential suitability for a future water bank. Aspect will summarize likely budgetary costs for water bank seeding. The graphic below provides an overall summary of how water rights are acquired and managed jointly between the County and Ecology's Trust Water Right Program to provide mitigation for new County customers.	Time and Materials, Not to Exceed: Task 1: \$6,000 Task 2: \$4,000

OFFICE LOCATIONS

WASHINGTON: [Bainbridge Island](#) | [Bellingham](#) | [Olympia](#) | [Seattle](#) | [Wenatchee](#) | [Yakima](#)

OREGON: [Bend](#) | [Portland](#)

www.aspectconsulting.com

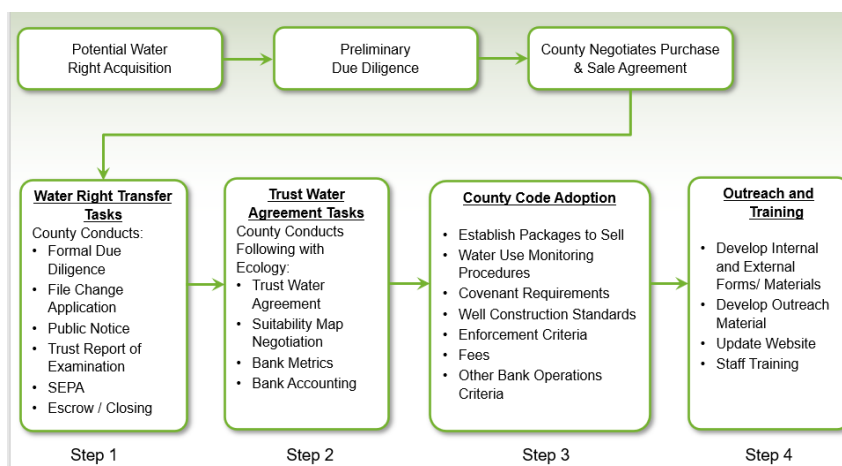


3. Task 3: Mitigation Package and Cost Development. Once the customer base is defined and likely bank seeding costs have been defined, the County can determine the number, type, and cost of mitigation packages it will offer. Aspect will meet with the County and present options based on its experience assisting numerous other counties in this process (e.g., Chelan, Okanogan, Spokane, Kittitas, etc.).

Task 3: \$4,000

4. Task 4: County Code Development. A Lewis County water bank is a new service requiring coordination amongst many County departments to run effectively. Aspect will facilitate an interdepartmental meeting to discuss operational roles throughout the different stages of water bank offering, including application, review, tracking, fee collection, mitigation certificate recording, and Ecology reporting. Additionally, key policy issues that need to be addressed in County Code will be presented for initial decision-making (e.g., metering, geographical coverage, enforcement). The following graphic summarizes how a water right acquisition moves through the different stages of County water bank development.

Task 4: \$4,000



5. Task 5: Outreach. Aspect will provide options on county outreach options and identify a targeted list of outreach materials necessary

Task 5: \$2,000

for effective bank operation. Aspect will provide several examples of other County outreach materials for Lewis County consideration.

Deliverables: Aspect will summarize these five tasks in an Action Plan summarizing next steps for Lewis County consideration. One goal is to have a coherent plan in place in time for Ecology funding likely offered in the fall of 2021.

Schedule: Aspect proposes to complete this work by October 2021 subject to County staff priorities and availability.

Total:

\$20,000

Additional terms:

Public Records Law

Each Party will fulfill their independent obligations, separately, under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event one Party fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the other Party for violation of the Public Records Act, the failing Party shall indemnify the other for that penalty, as well as for all costs and attorney fees incurred by the other Party in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this MOU.

Open Public Meetings Law

Each Party will fulfill their independent obligations, separately, under the Washington Open Public Meetings Act (chapter 42.30 of the Revised Code of Washington). In the event one Party fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the other Party for violation of the Open Public Meetings Act, the failing Party shall indemnify the other for that penalty, as well as for all costs and attorney fees incurred by the other Party in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this MOU.

Records Maintenance

Each Party shall maintain all books, records, documents, data and other evidence relating to this MOU and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU. Both Parties shall retain such records for a period of seven (7) years following the date of final payment. If any litigation, claim or audit is started before the expiration of the seven- (7) year period, the records shall be retained for a period of seven (7) years after all litigation, claims, or audit findings involving the records have been finally resolved.

Contract Order No. 1

Project No. 210322

This contract order incorporates the attached Terms and Conditions and Schedule of Charges. Except as amended above, these terms, conditions, and rates apply to this contract order.

ASPECT CONSULTING, LLC <i>a limited liability company</i>	By: 
	Printed Name: Dan Haller, PE Principal Water Resources Engineer
CLIENT	By:
	Printed Name/Date:

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Aspect Consulting, LLC

Terms and Conditions

1. RIGHT OF ENTRY AND PROPERTY RESPONSIBILITY

The Client will obtain right of entry to the property where the Services are to be performed ("Property"). The right of entry shall allow Aspect and its subcontractors to enter the Property to perform the Services, which may require repeated visits to the Property for on-site monitoring if included in the description of Services. Aspect is responsible for its own activities, but has no responsibility for the Property, for third party safety precautions, or for the safety or control of third parties.

2. SUBSURFACE RISKS AND SITE DAMAGES

Client recognizes special risks exist whenever professional consulting services are employed to determine the composition of a site's subsurface or to determine the existence or non-existence of any man-made or natural subsurface features, including, but not limited to, hazardous substances. Client shall disclose to Aspect all known conditions, substances, or features in writing or in maps, plans or drawings. Even with adequate disclosure by Client, Client acknowledges that the use of exploration and testing equipment may unavoidably damage or alter the Property surface or subsurface and Client accepts this risk. Client assumes responsibility for claims and/or damages arising from changed or differing site conditions or to subsurface structures, including buried utility lines, pipes, tanks, tunnels, or other conditions and agrees to hold harmless, defend and indemnify Aspect and its subcontractors from any such claims and/or damages, including attorney fees, except to the extent directly caused by the negligence of Aspect or its subcontractors.

3. HAZARDOUS SUBSTANCES

Client shall provide Aspect with all information available to Client concerning past and present use of the Property and the nature and extent of any known or suspected hazardous substances or conditions, prior to Aspect performing the Services. Unless expressly stated otherwise in the Agreement, Client acknowledges that Aspect has no liability as a generator, operator, transporter, disposer, or arranger of the transportation and/or disposal of hazardous substances from the Property. Client agrees to hold harmless, defend and indemnify Aspect and its subcontractors from any claims and/or damages, including attorney fees, arising out of the presence, release, or threatened release of hazardous substances on or from the Property, except to the extent directly caused by the negligence of Aspect or its subcontractors.

4. SLOPE STABILITY

Client recognizes risks are inherent with any site involving slopes. Client accepts full responsibility for these risks. Client acknowledges that the information obtained or recommendations made by Aspect may help to reduce Client's risk but no amount of engineering or geologic analysis can assure slope stability. Therefore, Client agrees to hold harmless, defend and indemnify Aspect and its subcontractors from any claims and/or damages, including attorney fees, arising out of or related to slope movement, except to the extent directly caused by the negligence of Aspect or its subcontractors.

5. SAMPLE DISPOSAL / WELL DECOMMISSIONING

5.1 Aspect may dispose of any samples obtained from the Property 30 calendar days after the issuance of any document that includes the data obtained from the sample, unless other arrangements are mutually agreed upon in writing. Unless expressly stated otherwise in the description of Services, the disposal cost for samples is not included in any cost estimate for the Services. Client acknowledges the difficulty in determining disposal costs in advance and authorizes Aspect to bill Client for expenses incurred in disposing of samples obtained from the Property.

5.2 Any wells installed as part of Aspect's work may later need to be properly decommissioned and recorded in accordance with applicable law. Unless expressly stated otherwise in the description of Services, well decommissioning and recording are not included in the Services to be performed by Aspect.

6. OWNERSHIP OF DOCUMENTS / WORK PRODUCT

6.1 Data, reports or information provided by Aspect under this Agreement shall only become the property of Client upon full payment for the Services. After full payment, Aspect shall retain joint ownership of all such information. Aspect shall retain copies of the original electronic files and/or hardcopy versions of information provided by Aspect or by Client. Aspect's originals shall govern in the event of any dispute regarding the content of electronic media furnished to others.

6.2 All reports prepared by Aspect under this Agreement are intended solely for the Client and apply only to the Services. Any use or reuse by Client for purposes outside of this Agreement is at the sole risk of Client and without liability to Aspect. Aspect shall not be liable for any third parties' use of the deliverables provided by Aspect.

6.3 Aspect is entitled to rely upon the completeness and accuracy of reports, documents, drawings, plans and other information furnished by Client concerning the Property or the project that is the subject of this Agreement.

6.4 In the event Aspect is required to respond to legal process related to the Services for Client, Client agrees to reimburse Aspect its current hourly charges for personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation.

6.5 Unless a different time period is stated in the Agreement, Aspect shall retain records in accordance with Aspect's records retention policy.

7. PAYMENT TERMS

Invoices shall be submitted to Client upon completion of the Services, or if Services extend beyond 30 days, on a monthly basis for the preceding months work. Billing corrections must be requested within 30 days of invoice date. Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an additional interest and service charge of one and one-half percent (1.5%) (or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. All fees will be charged or billed directly to Client. Aspect will not bill a third party without a statement, signed by the third party, accepting payment responsibility. In the event a third party fails to pay, Client shall remain liable for all unpaid invoices for the Services. Aspect may suspend work and/or withhold delivery of data for Services in the event Client fails to pay its invoices. Client shall be responsible for all costs and expenses of collection including reasonable attorney's fees.

8. PERFORMANCE AND WARRANTY LIMITATION

Aspect will perform all Services consistent with recognized standards of professionals in the same locality and involving similar conditions. **ASPECT MAKES NO OTHER WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES.** No representative of Aspect is authorized to give or make any other representation or warranty in any way, in connection with the Services. Aspect shall not be liable for any failure or delay in performance by Aspect resulting, in whole or in part, from any cause beyond the reasonable control of Aspect.

9. INSURANCE / LIMITATION OF LIABILITY

9.1 Aspect maintains primary General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Aspect maintains Professional Liability insurance to provide coverage for liability resulting from professional errors and omissions.

9.2 Aspect's liability to Client for bodily injury or property damage covered by Aspect's General Liability Insurance policy shall be limited to the proceeds available from the primary General Liability Insurance policy. The liability of Aspect, its manager, members, professionals, employees, and subcontractors to the Client for damages, including attorney fees, resulting from an act, error or omission in providing or failing to provide professional services, whether based in tort or in contract, shall be limited to the greater of \$50,000 or the amount of compensation paid to Aspect under this Agreement, unless higher limits are agreed upon in writing. In no event shall either party be liable to the other party, for any consequential or incidental damages, including, without limitation, damages for loss of income, loss of profits and/or loss or restriction of use of the Property.

10. TERMINATION

Suspension or termination of all or any part of the Services may be initiated by Client; however Client shall be responsible for all fees owed Aspect for Services performed by Aspect, including all direct costs and all expenses incurred or committed that cannot be cancelled without penalty as well as reasonable termination expenses, prior to Aspect's receipt of written notice from Client. Either party may terminate this Agreement for cause in the event of the other party's substantial or material failure to perform in accordance with the terms hereof, through no fault of the terminating party. Except for termination arising out of delinquency in payment, a termination for cause shall not be effective unless: (i) not less than seven days' written notice of intent to terminate has been provided; (ii) the notice specifies all reasons for the termination; and (iii) the notified party is given an opportunity to consult with the terminating party to discuss the termination and to cure the substantial failure before the expiration of the period specified in the written notice.

11. MISCELLANEOUS PROVISIONS

11.1 These Terms and Conditions, together with the Agreement, the Schedule of Charges, and any additions or revisions agreed upon in writing by the parties, form the entire Agreement and control over all previous communications, representations, or agreements, either verbal or written, between Client and Aspect.

11.2 Aspect may assign work included under the Agreement to subcontractors.

11.3 Client and Aspect agree to use their best efforts to resolve any disputes, claims or other matters in controversy arising under or related to this Agreement.

11.4 These Terms and Conditions shall be governed by the laws of the State of Washington. The sole venue for any legal action related to this Agreement shall be King County, Washington.

11.5 The unenforceability of any term or condition herein shall not affect the validity or enforceability of the remainder to these Terms and Conditions; the intent of the parties being the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenience and do not define or affect these Terms and Conditions or their interpretation. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.



SCHEDULE OF CHARGES

Effective January 2021

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS		Hourly Rate
<i>Principals and Associates</i>		
Principal Scientist/Engineer/Analyst 2		\$272
Principal Scientist/Engineer/Analyst 1		\$258
Sr. Associate Scientist/Engineer/Analyst		\$238
Associate Scientist/Engineer/Analyst		\$223
<i>Technical Professionals</i>		
Senior Scientist/Engineer/Analyst 3		\$223
Senior Scientist/Engineer/Analyst 2		\$209
Senior Scientist/Engineer/Analyst 1		\$195
Project Scientist/Engineer/Analyst 3		\$179
Project Scientist/Engineer/Analyst 2		\$166
Project Scientist/Engineer/Analyst 1		\$155
Staff Scientist/Engineer/Analyst 3		\$143
Staff Scientist/Engineer/Analyst 2		\$129
Staff Scientist/Engineer/Analyst 1		\$120
PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF		Hourly Rate
<i>Field/Construction Staff</i>		
Field/Construction Supervisor		\$132
Field Technician 2		\$108
Field Technician 1		\$100
<i>Design, CAD, and Graphics Staff</i>		
Engineering Designer		\$155
Sr. CAD Technician/Specialist		\$140
CAD Technician		\$123
<i>Technical Editing and Project Operations</i>		
Sr. Technical Editor		\$124
Technical Editor / Project Coordinator 3		\$113
Project Coordinator 2		\$105
Project Coordinator 1		\$99
PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT		Hourly Rate
Sr. Technology Project Manager		\$232
Technology Project Manager		\$215
Senior Software/Database Architect/Developer		\$220
Software/Database Architect/Developer		\$194
OTHER DISBURSEMENT CHARGES		
Legal Testimony (4-hour minimum)		\$350/hr
Mileage		Federal Gov Rate Plus 15%
Subcontractors and Miscellaneous Expenses		Cost Plus 15%
Other equipment, rentals, and expenses will be provided on a per job basis.		

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.