

PROFESSIONAL SERVICES AGREEMENT

BETWEEN LEWIS COUNTY AND HDR ENGINEERING INC.

PARTIES TO THE CONTRACT

This Contract is made and entered into by and between Lewis County hereinafter referred to collectively as the "COUNTY" and HDR Engineering Incorporated, hereinafter referred to as the "CONSULTANT." The COUNTY and the CONSULTANT together, are hereinafter referred to as the "PARTIES."

Lewis County
351 NW North St
Chehalis WA 98532

HDR Engineering, Inc.
600 University St. Ste. 500,
Seattle, WA 98101
206-826-4737

PURPOSE

The COUNTY hereby enters into a contract agreement with HDR Engineering, Inc. to provide engineering and architectural services for the preparation of a comprehensive water and sewer infrastructure needs assessment that includes:

- Identifying public utility water and sewer infrastructure projects within all incorporated and unincorporated areas of the COUNTY including: the cities of Centralia, Chehalis, Napavine, PeEll, Winlock, Vader, Toledo, Onalaska, Mossyrock, Morton, and Randle; unincorporated communities; the Ports of Centralia and Chehalis; and the water and sewer special purpose districts within Lewis County.
- Comprehensive infrastructure needs assessment report

Further details of the services provided can be found in Exhibit A, Scope of Work, attached to this agreement.

PERIOD OF PERFORMANCE

The term of this Agreement shall commence on the 18 day of October, 2021 and shall, unless terminated or renewed as provided elsewhere in this Agreement, terminate April 1, 2022, but may be extended by mutual agreement.

STATEMENT OF WORK

The CONSULTANT agrees to provide to the COUNTY services and any material set forth in the project narrative identified as Exhibit "A" during the Contract period. CONSULTANT provides such services as an independent contractor using CONSULTANT'S own officers, agents, employees, or contractors. This Contract shall not be construed to make the COUNTY an employer or joint employer of CONSULTANT or any of CONSULTANT's officers, agents, employees, or contractors. The standard of care for

CONSULTANT's services shall be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality.

ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

FUNDING/COMPENSATION

Funding for this Contract is provided by Department of Treasury, through the American Rescue Plan Act. Total CONSULTANT compensation will be based on invoiced amount and will not exceed \$67,900 unless this Contract is subsequently amended by both parties.

BILLING PROCEDURES AND PAYMENT

The CONSULTANT shall provide the COUNTY with monthly invoices due 30 days after receipt describing and documenting to the COUNTY'S satisfaction the work performed. The CONSULTANT must provide a breakdown of expenses, identifying what was expended and when. Any fees for additional services will be discussed and approved by the COUNTY in advance of services being performed.

The COUNTY may, in its sole discretion, terminate the Contract or withhold payments claimed by the CONSULTANT for services rendered if the CONSULTANT fails to satisfactorily comply with any term or condition of this Contract and fails to cure such failure within a period of 10 days following written notice of thereof.

MODIFICATIONS

Either party may request changes in this Agreement. Any and all modifications agreed to by the parties shall be memorialized in a writing signed by each of the parties.

TERMINATION FOR DEFAULT

If the CONSULTANT defaults by failing to perform any of the obligations of this Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the COUNTY may, by depositing written notice to the CONSULTANT in the U.S. mail, postage prepaid, terminate the Agreement, and at the COUNTY's option, obtain performance of the work elsewhere. However, the COUNTY will not terminate for default without providing CONSULTANT written notice of the default and a period of 10 days to cure. If the Agreement is terminated for default, the CONSULTANT shall not be entitled to receive any further payments under the Agreement until work called for has been fully performed. Any extra cost or damage to the COUNTY resulting from such default(s) shall be deducted from any money due or coming due to the CONSULTANT. The CONSULTANT

shall bear any extra expenses incurred by the COUNTY in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the COUNTY by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the CONSULTANT was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

TERMINATION FOR PUBLIC CONVENIENCE

The COUNTY may terminate the Agreement in whole or in part whenever the COUNTY determines, in its sole discretion that such termination is in the interests of the COUNTY. Whenever the Agreement is terminated in accordance with this paragraph, the CONSULTANT shall be entitled to payment for actual work delivered at unit contract prices for completed items of work. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or non-completed work. Termination of this Agreement by the COUNTY at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the COUNTY.

WITHHOLDING PAYMENT

In the event the CONSULTANT has failed to perform any substantial obligation required under this Contract the COUNTY shall notify the CONSULTANT in writing. If that failure has not been cured within thirty days after notification, then the COUNTY may, upon written notice, withhold all monies due and payable to CONSULTANT, without penalty, until such failure to perform is cured or otherwise adjudicated.

OWNERSHIP OF ITEMS PRODUCED

All writings, programs, data, public records or other materials prepared by the CONSULTANT and/or their subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the COUNTY. Any modification or reuse of such items for purposes other than those intended by this Agreement shall be at COUNTY's sole risk and without liability to CONSULTANT.

CONTRACT MANAGEMENT

The Contract Manager for each of the PARTIES shall be the contact person for all communications and billings regarding the performance of this Contract.

The COUNTY representative shall be Josh Metcalf, 2025 NE Kresky Ave, Chehalis, WA 98532; 360-740-2762, josh.metcalf@lewiscountywa.gov

The CONSULTANT representative shall be Jeff Hansen, 905 Plum Street SE, Ste 200, Olympia, WA 98501, jeff.hansen@hdrinc.com

INDUSTRIAL INSURANCE

With respect to the performance of this Contract, CONSULTANT shall comply with Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that COUNTY

shall have no obligations under that Title to any of CONSULTANT's officers, agents, employees, or contractors.

INDEMNITY

CONSULTANT agrees to indemnify, defend and hold COUNTY and COUNTY'S officials, employees, agents, volunteers, and insurers harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) to the extent caused by any negligent or wrongful act or omission of CONSULTANT or CONSULTANT's officers, agents, employees, or contractors.

CONSULTANT's indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and CONSULTANT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations were mutually negotiated by the parties as a material inducement to enter into this Contract.

COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONSULTANT's indemnity obligations herein.

The indemnity obligations herein shall survive this Contract's completion, expiration or termination.

SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications, which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

ORDER OF PRECEDENCE

This Contract is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Contract shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal laws and regulations,
- State law,
- Washington Administrative Code,
- This Contract, and
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

This Contract represents all the terms and conditions agreed upon by the PARTIES. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE AND CHOICE OF LAW

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law. This Contract shall be construed under the laws of the State of Washington, except with respect to any choice of law rules. Venue for any action arising out of this Contract or its performance shall be in the Superior Court of Washington in and for Lewis County or in the U.S. District Court for the Western District of Washington, Tacoma Division.

APPROVAL

This Contract shall be subject to the written approval of the COUNTY authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both PARTIES.

This CONTRACT is executed by the persons signing below who warrant that they have the authority to execute the Contract.

LEWIS COUNTY



Josh Metcalf
Director, Public Works

10/18/2021

DATE

CONSULTANT



Name Rob Berman
Title Sr. Vice President

10/20/2021

DATE

“EXHIBIT A”

Lewis County

Comprehensive Water and Sewer Infrastructure Needs Assessment

Scope of Services

Background

Lewis County is acting as the lead agency for an assessment which will include identifying public utility water and sewer infrastructure projects within all incorporated and unincorporated areas of the County including: the cities of Centralia, Chehalis, Napavine, PeEll, Winlock, Vader, Toledo, Onalaska, Mossyrock, Morton, and Randle; unincorporated communities; the Ports of Centralia and Chehalis; and the water and sewer special purpose districts within Lewis County. This project will identify the water and sewer needs, issues, and challenges for each public water and/or sewer utility and prepare a coordinated needs assessment of infrastructure expansion and improvements throughout Lewis County.

The purpose of this assessment is to provide information that will support the decision-making process of the Lewis County Board of County Commissioners (BOCC) in allocating funding received from the US Department of the Treasury through the American Rescue Plan Act. HDR Engineering, Inc. (HDR) will provide support to the County in conducting this assessment, according to the scope of services outlined below.

Project meetings will either be held in a virtual setting using WebEx, Microsoft Teams or other similar method, or conducted in person. For project meetings that are conducted in person, the current HDR and County protocols regarding personal interactions during the COVID-19 pandemic will be followed by all HDR personnel in attendance.

Task 1 Project Management

Objective

The purpose of this task is to monitor, manage and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

HDR Services

1. Coordinate and manage the project team.
2. Prepare monthly status reports describing the following:
 - a. Services completed during the month.
 - b. Services planned for the next month.

- c. Needs for additional information.
 - d. Scope/schedule/budget issues.
 - e. Schedule update and financial status summary.
3. Prepare monthly invoices formatted in accordance with Contract terms.
 4. HDR Project Manager will schedule monthly project management coordination calls with the County Project Manager to review project scope, schedule, and budget issues.

County Responsibilities

1. Participate in monthly project management coordination calls.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The project will be completed within four (4) months after receiving Notice to Proceed. The anticipated project initiation is mid-October 2021, and the expected completion date is February 28, 2022.
2. One (1) project management coordination call will be held per month with one (1) hour of HDR project manager time required for each including preparation, attendance, and notes.
3. HDR will perform internal QC review of deliverables identified in this Scope of Services before they are submitted to County. The HDR QC reviewer, not involved directly in the project, will provide a review of deliverable products. The Project Manager will coordinate with the reviewer to implement the QC review process.

Deliverables

1. Scope of services (PDF format).
2. Monthly status reports and invoices, including project schedule and budget updates (emailed in PDF format).
3. Project management coordination call summary notes (email).

Task 2 Data Gathering

Objective

The objective of this task is to formally initiate the project with County, request background information, conduct information gathering interviews, and review available information related to the coordinated needs assessment. This information will inform understanding of existing capital improvement programs (CIPs), water and sewer needs, and other data needed for the assessment.

HDR Services

1. Meet with County staff and others identified by the County Project Manager (e.g., Public Works Director, Economic Development Council [EDC] infrastructure lead, and finance/budget staff) to kick-off the project, discuss priorities and available information to be reviewed, and identify other key stakeholders and their potential issues and concerns.

2. Develop kick-off meeting summary notes, including a log of decisions made during this meeting. This decision log is to be updated as needed throughout the project.
3. Develop Inventory Questionnaire (Draft and Final) for Lewis County and all public water/sewer utilities to complete.
4. Identify and request available materials for review, including, but not limited to the following:
 - a. CIP table(s), capturing at least a 10-year planning horizon, providing project description, costs, and justification/need and brief narrative summary of any key assumptions in developing cost estimates (e.g., unit costs for piping, and contingency assumptions).
 - b. GIS data available for the CIP and/or proposed projects.
5. Review incoming data provided by questionnaire respondents and request clarification when necessary.
6. Maintain and update a data tracking spreadsheet and review progress of data transfer with County representatives.
7. Schedule and facilitate interview meetings with participating entities, seeking additional insights into water and sewer infrastructure needs and documenting findings.
8. Prepare compiled list of water/sewer projects (i.e., the unprioritized infrastructure needs inventory).

County (and other entities) Responsibilities

1. Provide review comments on Draft Questionnaire, within one (1) week of submittal.
2. Provide requested water and sewer CIP data and documents, according to a schedule mutually defined by HDR and the County.
3. Assist with identifying public water/sewer utility point of contacts and coordination to complete interview meetings.
4. Participate in interview meetings.
5. Provide review comments on Draft Unprioritized Infrastructure Needs Inventory, within one (1) week of submittal.

Assumptions

1. HDR has a reasonable right to rely on information provided to HDR from the County and the public water/sewer utilities for the use and preparation of this assessment and/or deliverables in this scope of services.
2. An infrastructure needs inventory will be developed based on available submitted current and proposed projects from Lewis County and its' entities.
3. The public entities to be contacted regarding project lists and information are anticipated to be:
 - a. City of Centralia
 - b. City of Chehalis
 - c. City of Morton
 - d. City of Mossyrock

- e. City of Napavine
 - f. City of Toledo
 - g. City of Vader
 - h. City of Winlock
 - i. Town of Pe Ell
 - j. Lewis County (i.e., County systems serving other Unincorporated Communities)
 - k. Ports of Centralia and Chehalis
 - l. Lewis County Water and Sewer Districts (6 districts)
4. Interview meetings are planned to occur as in-person meetings, unless COVID-19 protocols/requirements in place at the time of the meetings dictate otherwise and/or if some meeting participants request that the meetings be held virtually. Interview meetings are assumed to be 45 minutes in length, with two HDR staff participating in each. The meetings will be scheduled over the course of four days. The budget includes travel time and mileage expenses covering two HDR staff traveling for the meetings.
 5. If COVID-19 protocols change during the course of the project that necessitate interview meeting be held virtually, and/or if some meeting participants request that meetings be held virtually, WebEx will be used as the platform to facilitate remote interview meetings.
 6. All other communications will be via email and phone.
 7. All documents will be provided in electronic (Word, Excel, and/or PDF) formats.
 8. No project-specific site visits are included.

Deliverables

1. Kickoff meeting summary notes, and initial decision log (PDF format).
2. Data request tracking spreadsheet (updated as materials are provided by the County and its' entities).
3. Inventory Questionnaire (draft and final, Word format).
4. Unprioritized infrastructure needs inventory (draft and final, Excel format).

Task 3 Analyze Data and Develop Prioritized Inventory

Objective

The objective of this task is to evaluate current and proposed water and sewer infrastructure projects and develop a prioritized inventory to identify maximum benefits of investment across Lewis County.

HDR Services

1. To place all project costs on a common footing and account for recent increases in labor and material costs, HDR will escalate previously developed cost estimates to 2021 dollars through use of the Engineering News-Record Construction Cost Index, evaluate differences in unit cost and contingency assumptions, and make adjustments based on professional judgement to yield costs that can more readily compared.

2. Develop rating criteria incorporating metrics that represent factors such as: critical need, schedule, safety, regulatory requirements, resilience, cost, equity, funding eligibility, and other aspects deemed relevant to Lewis County and its' entities with a focus on multi-beneficial investments.
3. Qualitatively assess social, environmental, and financial benefits and impacts of submitted projects by preparing preliminary project ratings (i.e., scorings) using the developed rating criteria. Provide preliminary ratings to County for review ahead of review meeting.
4. Facilitate a project rating review meeting, up to two (2) hours long, to discuss rating criteria, weighting, preliminary project scoring, possible project bundling, and rating refinement.
5. Following the meeting, prepare a prioritized inventory of water and sewer project needs based on final project ratings. This will be documented in the Task 4 deliverable.

County Responsibilities

1. Review rating criteria framework and provide consolidated comments within one (1) week of draft submittal.
2. Review preliminary project ratings prior to inventory review meeting.
3. Participation in the inventory review meeting.
4. Interface with EDC infrastructure lead on other needs assessments (e.g., transportation) and rating criteria used throughout the County.

Assumptions

1. No project cost estimating will be performed by HDR; only adjustments to previously-prepared cost estimates will be made to support comparisons between projects.
2. Projects scheduled to obligate funds by December 31, 2024, and expend costs by December 31, 2026 will be prioritized.
3. All other projects submitted that are firmly scheduled beyond the obligate-by and expend-by dates, will be tabulated for future information purposes only, not included in this needs assessment prioritization.
4. The project rating review meeting will be in-person at County offices. The budget includes travel time and mileage expenses covering two HDR staff traveling for the meeting.

Deliverables

1. Rating criteria framework and weighting (draft and final; Word or Excel format).
2. Preliminary project ratings (draft; Excel format).
3. Inventory review meeting summary (PDF format).
4. Prioritized inventory (Excel format). This will not be submitted for review as part of this task; rather, it will be incorporated into the Task 4 deliverable.

Task 4 Prepare Comprehensive Needs Assessment Report

Objective

The objective of this task is to compile an infrastructure needs assessment report that will provide input for use by County decision-makers in allocating funding.

HDR Services

1. Prepare coordinated infrastructure needs assessment report (draft and final), covering water and sewer improvements.
2. Participate in up to two (2) meetings with the County to discuss the prioritized inventory and needs assessment report.

County Responsibilities

1. Review the comprehensive needs assessment report and provide timely, consolidated comments.
2. Present comprehensive inventory to BOCC to discuss prioritization and solicit feedback on recommended infrastructure improvements.
3. Prepare mapping required to supplement comprehensive infrastructure needs inventory (e.g., GIS-based mapping that depicts locations of proposed CIP projects).

Assumptions

1. Development of the comprehensive needs assessment is envisioned to be an iterative process, wherein draft materials are developed and presented to County staff and the BOCC, with refinements made based on input from County staff, the BOCC and other stakeholders.
2. The needs assessment report (draft and final) is expected to be no more than 20 pages in length.
3. The County or EDC will conduct GIS mapping of CIP projects.
4. The comprehensive needs assessment report will provide input to the County decision-making process regarding project funding allocation. The report itself will not document allocation decisions, which will be made by the County and other stakeholders.
5. Meetings will be in-person at County offices. The budget includes travel time and mileage expenses covering two HDR staff traveling for the meetings.

Deliverables

1. Comprehensive infrastructure needs assessment report (draft and final; PDF format).

Schedule

This project will be completed within four (4) months of notice to proceed. Anticipated schedule milestones are outlined in the table below,

Task / Milestone	Target Completion
Kickoff	October 18, 2021
Data Gathering (incl. interview meetings)	Oct – Nov 2021
Analyze Data and Develop Prioritized Inventory	Nov – Dec 2021
Comprehensive Needs Assessment Report	Dec 2021 – Feb 2022

Fee

The fee breakdown associated with the above tasks is summarized below.

Task	Fee
Task 1 - Project Management	\$ 5,300
Task 2 - Data Gathering	\$ 29,100
Task 3 - Analyze Data and Develop Prioritized Inventory	\$ 17,200
Task 4 - Comprehensive Needs Assessment Report	\$ 16,300
Total	\$ 67,900

*Escalation (3.5%) is included, to account for an assumed amount (20%) of the work occurring in 2022.