

**NORTH BEACH WATER DISTRICT  
PACIFIC COUNTY, WASHINGTON**

**RESOLUTION 03-2017**

**A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF  
PACIFIC COUNTY, WASHINGTON, APPROVING CONTRACT FOR  
HYDROGEOLOGICAL SERVICES WITH ROBINSON NOBLE.**

**WHEREAS**, North Beach Water District (DISTRICT) operates a wellfield, hereinafter referred to as the "NORTH WELLFIELD", located at 2212 272<sup>nd</sup> Avenue Ocean Park, Washington; and

**WHEREAS**, Well# 6 and Well# 7 in the NORTH WELLFIELD have suffered a significant reduction in water yield; and

**WHEREAS**, the NORTH WELLFIELD is vital to the operation of the District's water system;

**NOW, THEREFORE, THE NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** Approve the Agreement by and between Robinson Noble and North Beach Water District, attached hereto and incorporated herein as Exhibit A.

**Section 2.** North Beach Water District's General Manager is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which may be required or advisable in order to consummate above referenced Agreement.

ADOPTED BY THE NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS, PACIFIC COUNTY, WASHINGTON THIS 22<sup>nd</sup> DAY OF May, 2017

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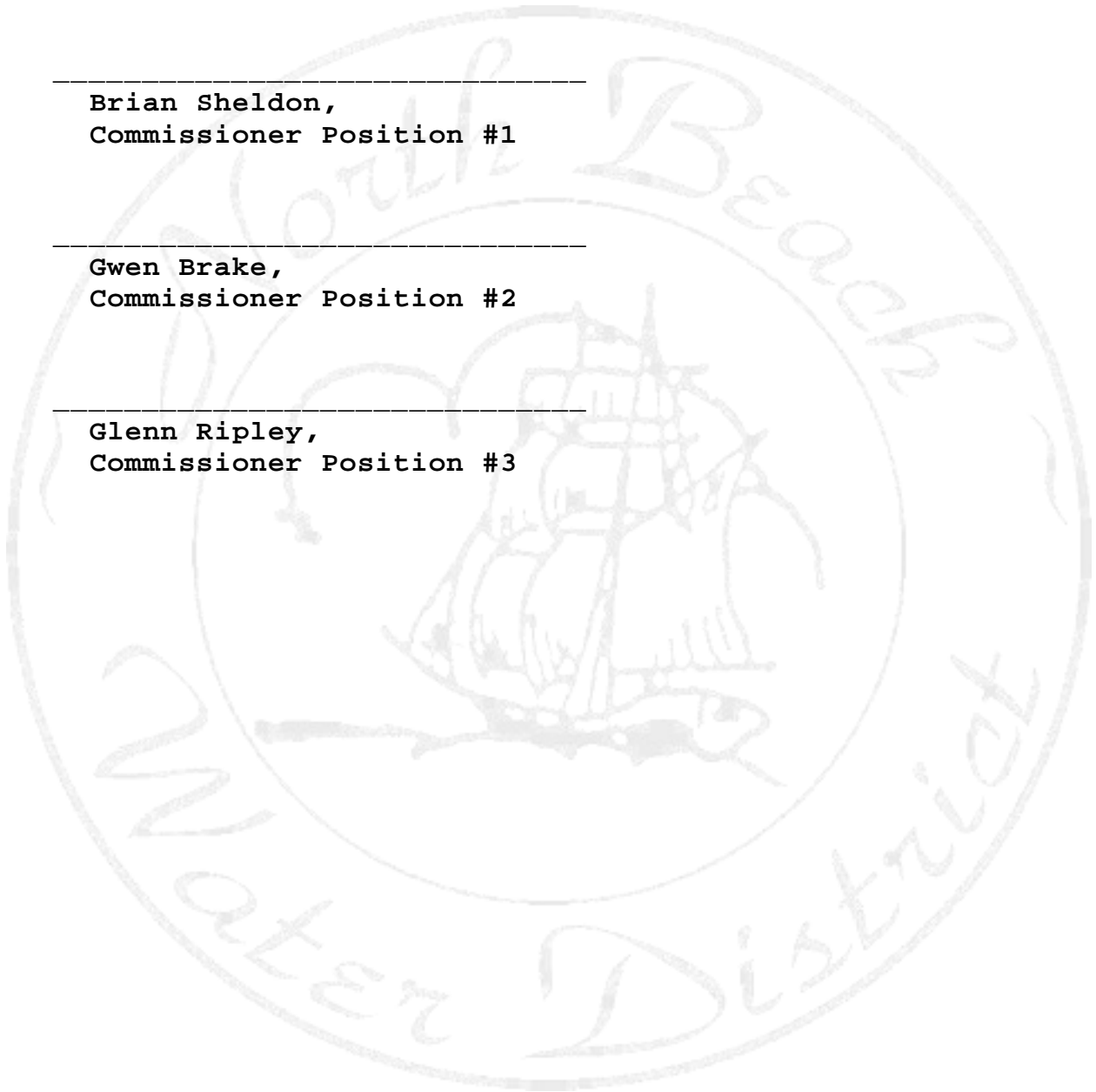
Brian Sheldon,  
Commissioner Position #1

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Gwen Brake,  
Commissioner Position #2

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Glenn Ripley,  
Commissioner Position #3





ROBINSON  
NOBLE

EXHIBIT "A"

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between the North Beach Water District, 25902 Vernon Avenue, #C, Ocean Park, Washington, 98640, herein referred to as the "Client", and **Robinson Noble, Inc.**, 2105 South C Street, Tacoma, Washington 98402, hereinafter referred to as "Consultant" for hydrogeological consulting services to be performed by Consultant for Client.

The parties agree as follows:

1. **Project and Relationship of the Parties:** Client engages Consultant to perform the professional services as described in the scope of work attached as Exhibit A, and herein referred to as the "Project." All services shall be performed under the supervision of the Client's representative, Bill Neal. Consultant may retain subcontractors for Client as Consultant considers necessary for services not provided by Consultant. Any other assignment or transfer of an interest in the Agreement by either party without the written consent of the other shall be void. This Agreement shall inure to the benefit of and be binding upon the successors, assigns, and legal representatives of each of the parties hereto.
2. **Changes in Project:** Client authorizes Consultant to perform services to fulfill the Project's scope of work. Additional services in furtherance of the Project may be authorized by Client orally, but must be confirmed in writing or email by the Client within five days. Client may request changes in the Project's scope of work. Any such changes, including a change in Consultant's compensation or time of performance, which are mutually agreed upon by Consultant and Client, will be incorporated in written amendments to this Agreement. No change will be effective unless it is in writing and signed by Client and Consultant, or if made orally, confirmed by the parties in writing within 15 days. Otherwise, this Agreement may not be modified or altered, except by a written amendment specifically referring to this Agreement signed by authorized representatives of Client and Consultant.
3. **Excluded Services:** Consultant's services under this Agreement include only those specified for the Project. Client expressly releases any claim against Consultant relating to any additional services that Consultant recommended, but that Client either did not authorize or instruct Consultant to perform.
4. **Effective Date and Integration:** This Agreement shall become effective on May 22, 2017 if signed by both parties. The effective date serves as a notice-to-proceed for the Project. This Agreement constitutes the full and only agreement between the parties, there being no promises, agreements of understandings, written or oral, except as herein set forth and this Agreement supersedes all prior agreements or understandings regarding this Project.
5. **Payment:** Consultant will perform the services specified in Exhibit A for an estimated cost of Fifty-Eight Thousand Three Hundred Dollars (\$58,300). This estimate does not include cost for any extra insurance (beyond that defined in Section 14, below), licensing, fees, and applicable taxes that might be necessary to complete the Project. These additional costs will be added to the above total estimate when they become known to Consultant. Client recognizes that unforeseen circumstances along with changes in scope and/or schedule can influence the successful completion of services within the estimated cost. For circumstances involving changed conditions not foreseeable by Consultant at the time of execution of this Agreement, or if additional time and/or expenses are required to fulfill the Project's scope beyond the estimate, additional charges will be invoiced. Payment by Client for professional services provided by Consultant shall be on a time-and-expense basis and shall be

based on the Fee Schedule in effect at the time of the invoice date. The fee schedule in effect as of the date of this Agreement is attached as Exhibit B. In addition to Consultant's services, Client will be charged expenses incurred or advanced on Client's behalf by Consultant. These expenses shall include costs of necessary subconsultants retained by Consultant. Certain projects may require payment of a retainer depending on the value of professional services, expenses, and subcontracts. Retainers will generally be equal to the value of subcontracted services and expenses. Any additional expense charges shall include a management fee of 20%. Travel, per diem and support staff work, if required, will be charged according to Exhibit B.

6. **Payment Conditions:** Consultant shall periodically submit invoice(s) to Client for this Project and/or other previously contracted projects. Client shall pay each invoice promptly upon receipt. If Client objects to all or any portion of any invoice, Client shall so notify Consultant within seven (7) days from the date on the invoice, give reasons for the objection, and pay that portion of the invoice that is not in dispute. Client shall pay an additional monthly interest charge of one and one half percent (1.5%) or the maximum percentage allowed by law, whichever is less, of any undisputed amount of all account balances remaining unpaid for more than thirty (30) days from the date of receipt of the invoice. If an invoice is not paid within thirty (30) days, a late fee of \$150 shall be assessed. Further, in the event that an invoice for payment for this Project and/or other previously contracted projects remains unpaid for thirty (30) days from the date of invoice, Consultant shall have the right to cease performance of the services described and contracted herein. Consultant will not incur any liability for damages of any type or nature due to the delay of the Project as a result of justifiably stopping performance of services due to the failure of the Client to pay for services rendered as referenced to in this Section. In the event Consultant brings legal action against Client for unpaid invoice amounts, the prevailing party shall be entitled to recover lien fees, attorney's fees, court costs, arbitration costs and other related expenses.
7. **General Client Responsibilities:** Client shall provide complete and accurate information regarding its requirements for the Project and circumstances known to Client that would hinder Consultant's performance or make performances by Consultant more difficult or expensive than would ordinarily be expected. Client shall furnish any required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Consultant's services and the Project. If Client observes or otherwise becomes aware of any fault or defect in the Project or in the performance of Consultant's services, Client shall give prompt written notice thereof to Consultant. Failure of Client to provide such written notice, however, shall not excuse Consultant of any performance deficiency or breach, nor eliminate its liability hereunder.
8. **Permission to Access Subject Property(ies):** If Client is the owner of the subject property, Client expressly gives permission for Consultant to access the subject property for the purposes of conducting the Project. Further, Client expressly gives permission to Consultant to post Consultant's signage at the subject property for the duration of the Project or longer as negotiated. If Client is **not** the owner of the subject property, Client shall provide documentation acceptable to Consultant that provides permission to access the subject property for the purposes of conducting the Project. Said documentation may be in the form of a purchase and sale agreement or other document granting Client a right-of-access and permission to conduct the study or it may be a document executed by the owner directly authorizing Consultant to enter the subject property. **Consultant will not begin Project activities until such documentation is received.** Decisions regarding the appropriateness of submitted documentation shall be at the sole discretion of Consultant and/or its legal counsel.  
  
Client is responsible for securing access for Consultant to adjoining properties, if such access is needed for completion of the Project.
9. **Project Schedule:** If a last date to receive notice to proceed is identified and that date is exceeded, or if after receiving notice to proceed, Consultant is delayed in the performance of its services by factors that are beyond its control, Consultant shall notify Client of the delay and shall prepare a revised estimate of time and cost, based upon actual increases in time and upon actual increases or decreases

in cost, needed to complete the Project and shall submit the revision to Client for review and amendment of this Agreement, if acceptable. Because of uncertainties inherent in the services contemplated by this Agreement, time schedules are only estimated schedules and are subject to revision unless specifically agreed otherwise. It is agreed, however, that Consultant shall be obliged to make best efforts in meeting the schedules identified.

10. **Changed Conditions:** If Consultant discovers conditions or circumstances that it did not contemplate ("Changed Conditions") at the time of this Agreement, it will give Client written notice of the Changed Conditions. Client and Consultant will then negotiate an appropriate amendment to this Agreement within 30 days after the notice. If the parties cannot agree upon an amendment within 30 days after the notice, Consultant may terminate this Agreement and be compensated as set forth in Section 18.
11. **Ownership of Hazardous Waste:** Consultant will not create or contribute to the creation or existence of hazardous waste or hazardous substances as those terms are defined under the Model Toxic Control Act, Comprehensive Environmental Response Compensation and Liability Act, and the Resource Conservation and Recovery Act ("Hazardous Wastes"). In the performance of the services, Consultant will not assume the obligations or liability as the generator, owner, operator, or arranger for the treatment, storage or disposal of Hazardous Wastes under the Model Toxic Control Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Resource Conservation and Recovery Act, or any other state or federal statute regulating the handling of Hazardous Waste. Consultant will not arrange or otherwise be responsible for the disposal of any Waste associated with the services, either directly or indirectly through its subcontractors or others. Consultant, at Client's request and on its behalf, may transport, or facilitate the transport of, Hazardous Waste to an off-site treatment, storage or disposal facility selected by Client, but Consultant will not make any determination relating to the selection of a treatment, storage or disposal facility or sign any hazardous waste manifest. That disposal facility will not be considered a subcontractor of Consultant under this Agreement. If Consultant includes cost or technical data related to disposal alternatives for the off-site treatment, storage or disposal of Hazardous Wastes in a proposal to Client that information is provided as information only and not as a selection or preference of any disposal alternative.
12. **Samples:** All soil, rock, water and other samples obtained from the Project site(s) are Client's property. Unless other arrangements are mutually agreed upon in writing, or unless otherwise required, Consultant will preserve, or make arrangements to preserve, such samples for no longer than 30 calendar days following the issuance of Consultant's report to Client or the specific phase relating to the samples has been deemed as concluded by Consultant. Upon request, Consultant will deliver samples to Client with shipping charges collected on delivery or Consultant will store them for Client for an agreed upon charge. If in Consultant's opinion the samples are Hazardous Waste, then the provisions in Section 11 will be applicable to the samples.
13. **Biological Pollutants:** Unless specifically included in the Project, and then only for the extent of and for the specific Biological Pollutants described therein, Consultant's scope of work does not include the investigation or detection of the presence or absence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and the byproducts of any such biological organisms. Client agrees that Consultant will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence or exposure to any Biological Pollutants. In addition, Client will defend, indemnify, and hold Consultant harmless from any third-party claim for damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, except for damages arising from or caused by Consultant's sole negligence.
14. **Insurance:** Consultant hereby agrees to maintain the following insurance: comprehensive general liability insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate; automotive liability insurance in the amount of \$1,000,000; and Workers' Compensation Coverage within statu-