

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

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NORTH BEACH WATER DISTRICT, PACIFIC COUNTY, WASHINGTON, APPROVING A CONTRACT WITH PROFESSIONAL TRAINING ASSOCIATION, A WASHINGTON STATE NON-PROFIT CORPORATION, FOR CONSULTING SERVICES RELATED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ACCREDITED DRINKING WATER TESTING LABORATORY DEVELOPMENT PROJECT

WHEREAS, North Beach Water District (District) owns and operates an approved group A public water system; and

WHEREAS, the District is required to collect routine, investigative, construction, and periodically, repeat water samples and deliver them to a Washington State accredited microbial laboratory for analysis for the presence or absence of e-coli and coliform bacteria; and

WHEREAS, there are no full time Washington State Department of Ecology accredited laboratories within a reasonable travel distance (the closest being 85 miles away). In addition, many of those laboratories have discontinued offering after hours or emergency microbial analysis service; and

WHEREAS, the District's Board of Commissioners (Board) recognizes that unnecessary delays and excessive costs to obtain microbial analysis results from a Washington State Department of Ecology accredited laboratory places a hardship on ratepayers and their families and customers; and

WHEREAS, the Board, in consideration of the above and other relevant facts, instructed the General Manager of the District to investigate the feasibility and cost of developing District owned and operated Washington State Department of Ecology accredited laboratory limited to performing analysis of drinking water for the presence or absence of E-coli and coliform bacteria.

NOW, THEREFORE, NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS DOES HEREBY RESOLVE AS FOLLOWS.

Section 1. Approve the Consultant Services Contract by and between Professional Training Services Association, a Washington State non-profit corporation and North Beach Water District, attached hereto and incorporated herein as Exhibit A.

Section 2. Authorize an amount, not to exceed, forty-five thousand five hundred seventy dollars (\$45,757.00) to be paid to Professional Training Services Association during the seventeen (17) month duration of the Contract.

Section 2. Authorize and direct the District’s General Manager 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 the above referenced Contract.

ADOPTED by the Board of Commissioners of North Beach Water District, Pacific County, Washington at its special meeting held on the 22nd day of July 2019.

Brian Sheldon, Commissioner
Position #1

Gwen Brake, Commissioner
Position #2

Glenn Ripley, Commissioner
Position #3

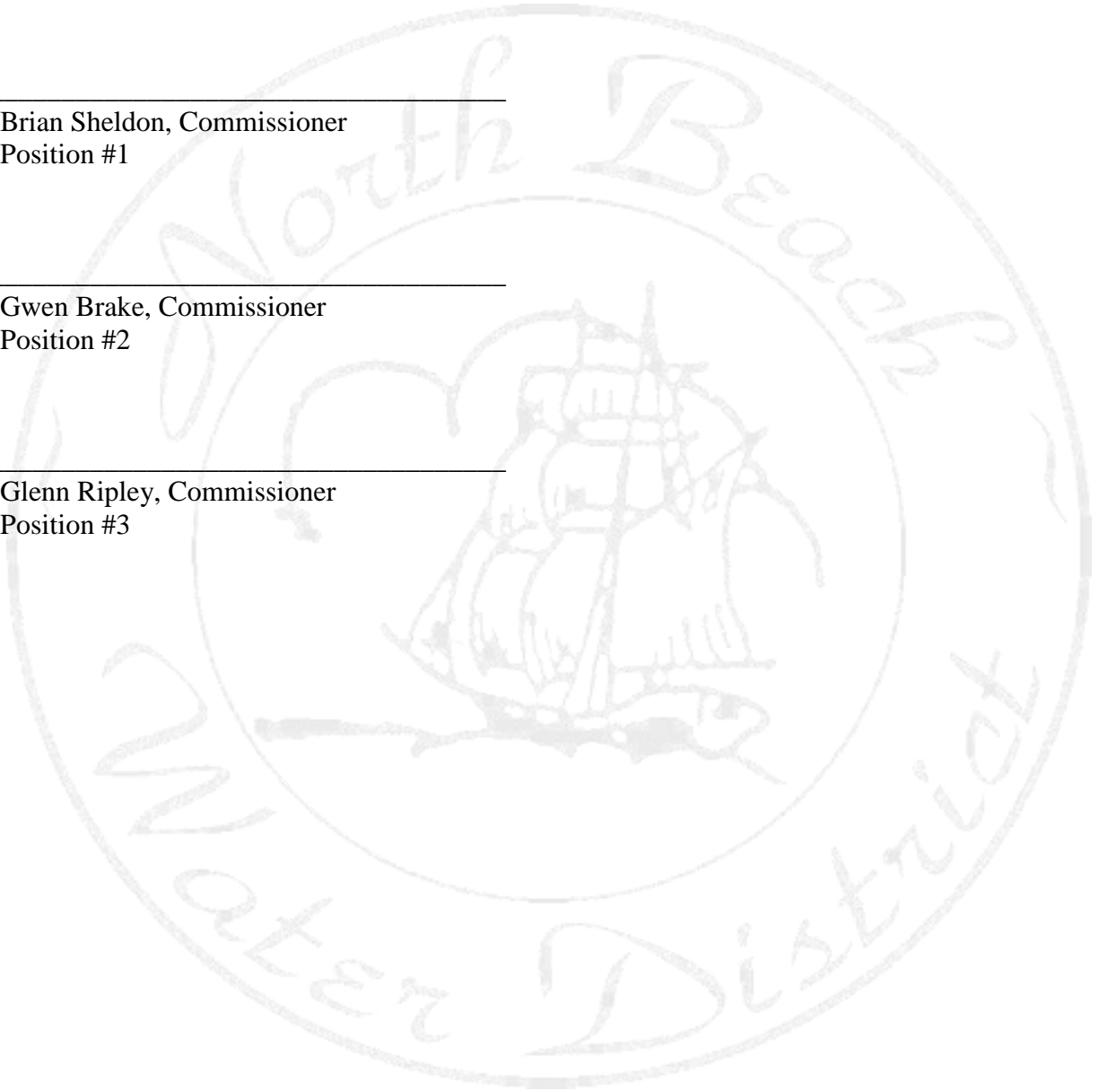


EXHIBIT "A"
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT for Consultant services is between North Beach Water District ("District") and Professional Training Association a Washington non-profit corporation ("Consultant").

1. Scope of Consultant Services. Consultant shall perform the services described in the scope of work attached as Attachment A ("Services").
2. Compensation and Payment.
 - a. District shall pay Consultant for the Services based on the rates described in Attachment B.
 - b. The District shall pay the Consultant for travels expenses reasonably incurred in the performance of their duties under this Contract. Mileage expense will be paid at the rate of \$0.58 per mile. Accommodations will be paid at \$120.00 for each overnight stay. Meals will be paid at \$50.00 per day for each overnight stay. All overnight stays must be approved by the District in advance of the stay.
 - c. Consultant shall submit a detailed monthly billing for all services using the format set out in Attachment C. District shall pay invoices within thirty (30) days of receipt, except as to any disputed amounts. Consultant billing, except disputed amounts, unpaid after 30 days shall accrue interest at a rate of 1% per month, be subject to a 5% late charge, and excuse Consultant from additional work until full payment is made.
 - d. The District represents and warrants that it has sufficient funds to pay Consultant for the work to be performed hereunder. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the District will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, (except for work actually done by Consultant) and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the District or Consultant in the event this provision applies
3. Schedule of Work. See Attachment A.
 - a. If the Consultant is delayed at any time in the commencement or progress of the Work due to causes beyond the Consultants control, or by delay authorized by the District, then the Schedule of Work shall be equitably adjusted. The District and Consultant shall cooperate in good faith to address and adjust scheduling matters. The District shall cooperate with Consultant in the performance of its duties hereunder and neither hinder or delay Consultant's work.
4. Subcontractors. Consultant shall not subcontract or assign any portion of the Services covered by this contract without prior written approval of District.
5. Changes. District may, from time to time, authorize in writing changes or modifications in the scope of services to be performed under this contract. The compensation for the changes or modifications, whether a decrease or increase, shall be equitable to both parties and either on the same terms and conditions as stated previously in this contract, or pursuant to terms and

conditions mutually agreed to by the parties. District shall compensate Consultant only for services performed or costs incurred that are within the scope of services authorized by this contract, or any modifications to the contract in accordance with this section.

6. Insurance. Consultant agrees to carry insurance for liability which may arise from or in connection with the performance of the Services or work by the Consultant, its agents, representatives, or employees for the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination as follows:

- a. Comprehensive General Liability
Bodily injury & property damage:
\$1,000,000 each person
\$1,000,000 each occurrence
\$1,000,000 each aggregate
- b. Automobile Liability Insurance
Bodily Injury:
\$1,000,000 each person
\$1,000,000 each occurrence
Property Damage:
\$1,000,000 single limit

Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The District shall be named as an additional insured as respect this Contract. In conjunction therewith, the Consultant shall furnish a certificate of such insurance to the District at the time of the execution of this Contract.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- a. Insurance coverage required hereunder shall be primary insurance as respect the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Consultant's insurance and shall not contribute with it.
- b. Insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

The District shall be named as additional insured on all commercial general liability insurance policies. Concurrent with the execution of this Agreement, Consultant shall provide certificates of insurance for all commercial general liability policies. At District's request, Consultant shall furnish the District with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. If Consultant's insurance policies are "claims made," Consultant shall be

required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion.

The provisions of this Section shall survive the expiration or termination of this Agreement.

7. Indemnification of District. The Consultant shall indemnify, defend, and hold the District, its elected officials, officers, employees, agents, and volunteers harmless from any and all loss, cost, expense, or damage claimed by third parties for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense or damage arise from the negligence or willful misconduct of Consultant, its directors, officers, employees in connection with this Contract.

8. Indemnification of Consultant. The District shall indemnify, defend, and hold the Consultant, its officers, directors and employees, harmless from any and all loss, cost, expense, or damage claimed by third parties for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense or damage arise from the negligence or willful misconduct of District, its elected officials, officers, employees, agents, and volunteers in connection with this Contract.

9. Industrial Insurance Indemnity. It is specifically and expressly understood that the Consultant waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this industrial insurance indemnification. Consultant's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs; PROVIDED Consultant's waiver of immunity by the provisions of this paragraph extends only to claims against Consultant by District and does not include, or extend to, any claims by Consultant's employees, if any exist, against Consultant. The Parties acknowledge that they have mutually negotiated this waiver.

By initialing here, District and Consultant specifically acknowledge that the waiver of immunity contained in this provision was mutually negotiated.

District initials _____ Consultant initials _____

10. Ownership and Use of Documents; Books and Records. All records, files, drawings, specifications, data, information, materials, reports, memoranda and other documents produced or prepared by Consultant in connection with the Services rendered under this contract ("Documents"), whether finished or not, shall be the joint property of District and Consultant. Upon request, Consultant shall immediately forward the Documents to District in hard copy and in digital format that is compatible with District's computer software programs. If District uses the Documents for purposes other than those intended in this contract, without written permission of Consultant, District shall do so at its sole risk.

11. Termination. Either party may terminate this Agreement, with or without cause, upon providing the other party fifteen (15) days written notice at its address. The District may terminate this Agreement immediately if the Consultant fails to maintain required insurance policies or materially violates Section 12; and such may result in ineligibility for further District

agreements. District termination is subject to the District's obligation in Section 2 above. Consultant termination is subject to Consultant's obligation in Section 10 above.

12. Dispute Resolution.

- a. Mediation. If any dispute, controversy, or claim arises out of or relates to this contract, the parties agree first to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediation service. The parties shall bear equally all expenses, exclusive of attorneys' fees, associated with the mediation.
- b. Litigation. Thereafter, any dispute, controversy, or claim not resolved by mediation shall be resolved by binding arbitration; if the parties are unable to agree upon an arbitrator, schedule or procedure for arbitration, then the office manager of Washington Arbitration and Mediation Services shall make such determinations. The laws of the State of Washington shall govern this contract.

13. Effective Date. The effective date of this contract shall be the date that the contract is signed by an authorized representative of District and Consultant.

14. Independent Contractor. The Parties intend that the Consultant shall be an independent contractor and that the Consultant has the ability to control and direct the performance and details of its work, the District being interested only in the results obtained under this Agreement. The District shall be neither liable nor obligated to pay Consultant sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Consultant shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the District, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. If the Consultant is a sole proprietorship or if this Agreement is with an individual, the Consultant agrees to notify the District and complete any required form if the Consultant retired under a State of Washington retirement system and agrees to indemnify any losses the District may sustain through the Consultant's failure to do so.

15. Compliance with Laws; Equal Opportunity Employer. Consultant shall comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the Services to be performed under this contract. In all Services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a

bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

16. Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. The parties owe each other no duties independent of this Contract. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties

NORTH BEACH WATER DISTRICT

PROFESSIONAL TRAINING
ASSOCIATION a Washington non-profit
corporation

By: _____

By: _____

William Neal, General Manager

Erica Schwender, Executive Director

Address: PO Box 618
Ocean Park, WA 98640

Address: 160 SE Lagoon Lane
Shelton, WA 98584

Telephone: 360.665.4144

Telephone: 360.490.2426

Email: bneal@northbeachwater.com

Email: erika@pro-train.org

Date: _____

Date: _____

ATTACHMENT “A”

Project Overview

North Beach Water District would like to set up an in-house Washington State Department of Ecology accredited laboratory to test drinking water for the presence / absence of coliform and e-coli bacteria.

Professional Training Association (PTA) proposes to provide the following technical services and training to assist North Beach Water District (NBWD) with completion of this project.

Task – 1 – Provide Project Management

PTA will provide project management services during the laboratory development, design, and accreditation process. This task will include coordinating and managing the schedule and budget for the project team. PTA will provide NBWD budgetary updates monthly throughout the project. This task will also include coordination with NBWD and regulatory agencies.

Task – 2 – Laboratory Development and Design

PTA will, in consultation with NBWD, develop a design for laboratory layout, laboratory equipment, testing materials, and materials and supplies storage. This task will include PTA providing consultation for NBWD’s purchasing of laboratory cabinetry, laboratory equipment, testing materials, and supplies.

Task – 3 – Laboratory Accreditation

PTA will, in consultation with NBWD will:

- Develop a DOE compliant quality control program that includes:
 - Annual thermometer certification
 - Sterility & volume controls
 - Analysis controls
 - Duplicate controls
 - UV light controls
 - Media controls
 - Documentation & tracking of quality control data
- Develop a DOE compliant records and data storage retention policy and procedure that includes:
 - Chemical and reagent material data sheets
 - Supply inventory lists
 - Temperature log (incubator & refrigerator)
- Develop a DOE compliant standard operation policy for the following tests:
 - Colilert present / absent test
 - DOE compliant notification process for total coliform and e-coli samples
- Develop a DOE compliant quality assurance manual
- Develop a DOE compliant equipment maintenance program

- Develop and implement a DOE compliant initial and continuous training program that includes:
 - Standard operation procedure training
 - Quality control procedure training
 - Quality assurance procedure training
 - Independent job performance reviews
- Complete and submit DOE laboratory accreditation application & compile supporting materials
- Perform internal laboratory audit(s)
- Observe DOE laboratory accreditation audit
- Review and respond to DOE laboratory accreditation audit report

Task – 3 – Post Laboratory Accreditation Training Services

PTA will provide the following continuing training and support, as required by the DOE:

- Review laboratory analysis and reporting data, quality control reporting, and standard operation procedure compliance for all tests for 24 weeks after accreditation
- Perform internal laboratory audits at 4 weeks after accreditation, 12 weeks after accreditation, 24 weeks after accreditation, and 52 weeks after accreditation
- Provide additional training if internal audits reveal deficiencies

Deliverables:

PTA will deliver to NBWD a laboratory accreditation application that includes:

- Quality control program
- Records and data storage retention policy and procedure
- Standard Operation Policy
- Quality Assurance Program
- Equipment Maintenance Program
- Forms, logs, binders and files needed to operate a DOE accredited laboratory testing for absence / presence of coliform bacteria and e-coli bacteria

Assumptions:

NBWD will pay for all laboratory cabinetry and equipment, testing materials and supplies required or recommended by PTA to set up a DOE accredited laboratory.

NBWD will pay for all permitting fees and DOE administration cost for laboratory accreditation.

Budget

Based on the scope of work described above, the total estimated cost for consultant services is 45,775.00 as shown in Attachment B.

Schedule:

The anticipated schedule of work is as follows:

Notice to Proceed----- August 1, 2019

Task 2 Laboratory Development & Design ----- September 1, 2019

Task 3 Laboratory Accreditation-----December 1, 2019

Task 4 Post Laboratory Accreditation Training-----December 1, 2020

The above schedule is dependent upon the Washington State Department of Ecology laboratory accreditation application approval.

ATTACHMENT “B”

No	Task	Principal Hrs.	Travel Hrs.
1	Project Management	16	5
2	Laboratory Development & Design	4	5
3	Laboratory Accreditation		
a.	Quality Control Program	8	
b.	Records and Data Storage Retention Policy	2	
c.	Standard Operation Policy	8	
d.	Quality Assurance Manual	16	
e.	Equipment Maintenance Manual	4	
f.	Design Test Logs & Assemble Manuals	6	
g.	Initial Training Program	41	30
h.	DOE Accreditation Application Preparation	24	
j.	Internal Laboratory Audit(s)	6	5
k.	Observe DOE Laboratory Accreditation Audit	8	5
l.	Review & Respond to DOE Accreditation Audit Report	8	
4	Post Laboratory Accreditation Training		
a.	Quality Assurance Service (6 months review of all testing)	60	
b.	4-week Internal Laboratory Audit	4	5
c.	12-week Internal Laboratory Audit	4	5
d.	24-week Internal Laboratory Audit	4	5
e.	52-week Internal Laboratory Audit	4	5
f.	Additional Training, If Internal Audits Reveal Deficiencies	10	10
g.	Training – Continuous Demonstration of Capacity	4	5
	Hourly Estimate*	241	85
	Fully Burdened Billing Rate**	150.00	75.00
	Estimated Burdened Labor Cost	36,150.00	6,375.00

Total fully burdened labor cost: 42,525.00

Direct non-salary cost:

Travel Expenses 2,900.00

Printing Expense 150.00

Total Estimated Cost 45,575.00

*The hours allocated to each task are good faith estimates to determine the total project estimated cost. Consultant will be paid actual hours expended based on the above schedule.

** Fully burdened billing rate include direct salary cost, overhead, and profit.

ATTACHMENT "C"

Invoice

Professional Training Association
160 SE Lagoon Lane
Shelton, WA 98584
360.490.2426

North Beach Water District
PO Box 618
Ocean Park, WA 98640

Date: _____

Invoice No: _____

Project: DOE Accredited Microbial Laboratory Project

Professional Services from _____ to _____

Description	Hours	Rate	Amount
_____	_____	\$ 150.00	_____
_____	_____	\$ 150.00	_____
_____	_____	\$ 150.00	_____
_____	_____	\$ 150.00	_____
_____	_____	\$ 150.00	_____
_____	_____	\$ 150.00	_____
_____	_____	\$ 150.00	_____
_____	_____	\$ 150.00	_____
_____	_____	\$ 150.00	_____
Travel Time	_____	\$ 75.00	_____
Mileage	_____	\$ 00.58	_____
Accommodations	_____	\$ 120.00	_____
Meals	_____	\$ 50.00	_____
Other (Describe Below)	_____	_____	_____
Total	_____	_____	_____
Billing Limits	Current	Prior	To-Date
Total Billings	_____	_____	_____
Limit	_____	_____	\$ 45,575.00
Remaining	_____	_____	_____

Project/Billing Summary of work performed during this billing period (use reverse side in needed):