

Professional Services Contract
City of New Meadows: Water Project Labor Monitoring

This contract is entered into this _____ day of _____, 2022 by and between the City of New Meadows, with its principal address of business at PO Box 324, New Meadows, ID herein referred to as "CITY" and Clearwater Economic Development Association, whose address is 1626 6th Avenue North, Lewiston, ID, herein referred to as "CONTRACTOR", Witnesseth:

Whereas, CITY desires to engage CONTRACTOR to provide certain services as described in the "Scope of Work" section of this contract, and CONTRACTOR desires to provide said services, the parties hereto do mutually agree as follows:

1) Employment of Contractor

CITY agrees to engage CONTRACTOR, and CONTRACTOR agrees to provide the services described in the "Scope of Work" as described in Section 3 below.

2) Employee - Employer Relationship

The contracting parties warrant by their signature that no employee-employer relationship is established between CONTRACTOR and CITY by the terms of this contract. The parties understand that CONTRACTOR is an independent CONTRACTOR and as such neither CONTRACTOR nor its employees, if any, are employees of CITY for purpose of tax retirement system or social security (FICA).

3) Scope of Work

The CONTRACTOR will provide Labor Monitoring Services that include the following:

Assist CITY in the following tasks and any other tasks deemed necessary:

Pre-Construction ~~and Bidding~~: (Per Clean Water SRF Handbook p. 15)

- ~~Ensuring the inclusion of applicable language and documents in the bidding documents,~~
- Attendance at ~~pre-bid, bid opening,~~ pre-construction, and construction meetings to address and answer questions related to labor requirements,
- Educating contractors about the labor requirements
- Providing labor documents and forms to contractors and their sub- contractors,
- Identify appropriate wage determination
- Requesting additional wage classifications

Construction Period:

- Reviewing and tracking payrolls,
- Conducting employee interviews (on-site or through the mail),
- Traveling to project site, observing workers, comparing payroll reports to interview information,
- Documenting payroll reviews, identifying and investigating errors with Contractor, reporting and facilitating completion of required labor standards reporting

Reporting and Record-Keeping:

- Completion of monthly Labor Standards Report
- Provide copies of payroll reports and compliance checklists for records of the City of New Meadows, Mountain Waterworks, and Idaho DEQ.
- Maintain copies of all documents related to labor monitoring for review upon request by agencies.

4) Schedule of Services & Time of Performance:

Work under this agreement should not begin until both parties have properly executed this contract. CONTRACTOR agrees to work with and under direction of the City of New Meadows to complete tasks associated with the goals of the project. Work under this agreement is for the time period through completion of construction.

5) Basis of Fee and Billing

\$5,500 to be invoiced in monthly increments during post-bidding and construction. (This is addition to \$3,000 balance remaining in agreement dated 4/15/19)

Billing:

The CONTRACTOR will submit all requests for payment related to this contract, to the CITY at P.O. Box 324 New Meadows, ID via email to the CITY. The payment to CONTRACTOR shall be made within 45 days of the deadline or determined otherwise. CITY and CONTRACTOR recognize this expense is an allowable reimbursement through the Idaho DEQ.

6) Contractor's Insurance

CONTRACTOR warrants that it has obtained and will maintain at its expense for the duration of this contract, statutory worker's compensation coverage, employer's liability and comprehensive liability insurance coverage for its principals and employees for the services to be performed hereunder.

7) Conflict of Interest

CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the project that would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that, in performing this contract, it will employ no person who has any such interest.

8) Modification and Assignability of Contract

This contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in the written contract are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. All of the terms and conditions of this contract are binding upon any subcontractor or assignee.

9) Termination of Contract

This contract shall be terminated if it is determined that CONTRACTOR has failed to comply with the terms and conditions of this contract. In such a case, CONTRACTOR will be served with written notice sufficient to describe in general terms the nature of the contract default. If all defaults are not cured and corrected within a reasonable period as specified in the notice of default, this contract may be considered terminated without further notice.

10) Ownership and Publication of Materials

All reports, information, data and other materials prepared by CONTRACTOR pursuant to this contract are to be the property of CITY which will retain the exclusive and unrestricted authority to release, publish or otherwise use in whole or part. All such material developed under this contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval of CITY.

11) Indemnification

CONTRACTOR waives any and all claims and recourse against CITY for loss and damage to persons or property arising from, growing out of or in any way connected with or incident to CONTRACTOR's performance of this contract except for liability arising out of concurrent or sole negligence of CITY or its agents or employees. Further CONTRACTOR will indemnify, hold harmless and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of CONTRACTOR's performance of this contract except for liability arising out of concurrent or sole negligence of CITY, its officers, agents or employees.

12) Legal Fees

In the event either party incurs legal expenses necessary to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether same are incurred with or without suit.

13) Special Warranty

CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. CONTRACTOR further declares that no improper personal, political, or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this contract. Any such activity by CONTRACTOR shall render this contract null and void.

14) Liaison

The designated contact person for each party is as follows:

CONTRACTOR:
Dodd Snodgrass, Executive Director, CEDA
1626 6th Avenue North
Lewiston, ID 83501
(208) 746-0015

CITY
Julie Good, Mayor City of New Meadows
PO Box 324
New Meadows, ID 83832
(208) 3547-2171

Dodd Snodgrass

Date

Julie Good

Date