

**CITY OF SANDY, OREGON
PERSONAL SERVICES AGREEMENT**

THIS PERSONAL SERVICES AGREEMENT (“Agreement”), made and entered into this September 4, 2024, by and between the City of Sandy, an Oregon municipal corporation ("City") and GSI Water Solutions Inc. (“Contractor”).

RECITALS

WHEREAS, contract was awarded to Contractor by Sandy’s City Council at their meeting on September 3, 2024; and

WHEREAS, City desires to retain Contractor to perform certain professional consulting services, as further identified in this Agreement. Contractor is willing to perform these services for and in connection with updating the City’s Water Management and Conservation Plan (the “Project”), subject to and in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Term.

This Agreement shall run from September 4, 2024 through and including June 30, 2026 unless sooner terminated under the provisions of this Agreement, and may be extended for additional like periods. All Services under this Agreement shall be completed prior to the expiration of this Agreement.

2. Contractor's Service.

The scope of Contractor's services under this Agreement are set forth in Exhibit A (the “Services”). The Services will be completed expeditiously, in a timely manner, and in accordance with the schedule identified in Exhibit B. All provisions and covenants contained in said exhibit are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Contractor's proposal (if any) shall be resolved first in favor of this Agreement. Any conflict between this Agreement and Exhibits A or B shall be resolved first in favor of this written Agreement. Contractor will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered under this Agreement. All Contractor personnel shall be properly trained and fully licensed

to undertake any activities pursuant to this Agreement, and Contractor shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of City's Project Manager.

3. Compensation.

A. Agreement Sum. As compensation for Contractor's timely performance of the Services in accordance with this Agreement, City shall pay Contractor a total sum not to exceed \$39,760 (the "Agreement Sum"), in accordance with the "Schedule of Rates" attached hereto as Exhibit C. Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by City. City will pay the undisputed amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Agreement Sum shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of City and Contractor. Notwithstanding the foregoing, the parties may not increase the Agreement Sum without prior written authorization of the City Manager. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement Sum or Agreement time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

B. Certified Cost Records. The Contractor shall furnish certified cost records for all billings to substantiate all charges. For such purposes, the books of account of the Contractor shall be subject to audit by the City in accordance with the terms of this Agreement. The Contractor shall complete Services and cost records for all billings on such forms and in such manner as will be satisfactory to the City.

C. Contractor Identification. Contractor shall furnish to City Contractor's employer identification number, as designated by the Internal Revenue Service or, if the Internal Revenue Service has designated no employer identification number, Contractor's Social Security number.

4. Project Managers.

City's Project Manager is Jennifer Coker. Contractor's Project Manager is Adam Sussman. Each party shall give the other written notification of any change in their respective Project Manager.

5. Duty to Inform.

Contractor shall give prompt written notice to City's Project Manager if, at any time during the performance of this Agreement, Contractor becomes aware of actual or potential problems, faults or defects in the project, any nonconformity with the Agreement, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Contractor shall constitute neither agreement with nor acquiescence in Contractor's statement or claim and shall not constitute a waiver of any of City's rights.

6. Contractor is Independent Contractor.

Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. Contractor hereby expressly acknowledges and agrees that as an independent contractor, Contractor is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Contractor shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS30.300).

7. Work; Intellectual Property; Records.

A. Work is Property of City. All work, including but not limited to documents, drawings, papers, computer programs, and photographs, performed or produced by Contractor under this Agreement shall be the property of City. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

B. Intellectual Property. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement and any generated work product shall vest in City. Contractor shall execute any assignment or other documents necessary to affect this section. Contractor may retain a nonexclusive right to use any intellectual property that is subject to this section. Contractor shall transfer to City any data or other tangible property generated by Contractor under this Agreement and necessary for the beneficial use of intellectual property covered by this section.

C. Records. Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed. Contractor shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.

8. Errors.

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost.

9. Extra or Changes in Work.

Only the City Manager or Project Manager may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement Sum or project schedule due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

10. Indemnity.

Contractor acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold City, its officers, employees, elected and appointed officials, harmless from, indemnify, and defend City, its officers, employees and agents for any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting from (i) Contractor's negligent acts, omissions, activities or services in the course of performing this Agreement; (ii) Contractor's failure to pay any tax arising out of or resulting from performance of the Services; (iii) a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City in performance of this Agreement. Contractor's indemnification obligations provided in this Section will survive the termination of this Agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. Any work by Contractor that directly results in a design of a facility that is not readily accessible to and usable by individuals with disabilities, as defined by state and federal law, shall be considered a professionally negligent act, error or omission.

11. Insurance.

A. Liability Insurance. Contractor shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Contractor, City, its Councilors, officers, agents and employees. Coverage shall include personal injury, bodily injury (including death) and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an

amount not less than Two Million dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance shall name City as an additional insured.

- B. Professional Liability. Contractor shall maintain a policy of Professional Liability Insurance in an amount not less than One Million dollars (\$1,000,000) per claim and Two Million dollars (\$2,000,000) aggregate.
- C. Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for State of Oregon Workers' Compensation coverage for all Contractor's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407, or as a self-insured employer. Contractor shall provide to City within ten (10) days after Agreement award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Contractor is self-insured.
- D. Certificates. Prior to commencing the Services, Contractor shall furnish to City certificates evidencing the date, amount, and type of insurance required by this Agreement. All policies will provide for not less than thirty (30) days' written notice to City before they may be canceled.
- E. Primary Coverage. The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess.

12. Breach of Agreement.

- A. Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to either remedy the breach or actively begin and maintain efforts satisfactory to the City to remedy the breach within ten (10) days of actual notice or the City's mailing, City may terminate that part of the Agreement affected thereby upon written notice to Contractor, may obtain substitute services in a reasonable manner, and recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.
- B. If the breach is material and Contractor fails to either remedy the breach or actively begin and maintain efforts satisfactory to the City to remedy the breach within five (5) days of the City's notice City may then treat Contractor as being in default and pursue any remedy available for such default at law or in equity.
- C. Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the Services under this Agreement. If City suspends

terminates all or part of the Agreement pursuant to this Section, Contractor shall be entitled to compensation only for Services rendered prior to the date of termination or suspension, but not for any Services rendered after City ordered termination or suspension of those Services. If City suspends certain Services under this Agreement and later orders Contractor to resume those Services, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

- D. To recover amounts due under this Section, City may withhold from any amounts owed by City to Contractor, including but not limited to, amounts owed under this or any other Agreement between Contractor and City.

13. Mediation; Trial Without A Jury.

If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.

14. Termination for Convenience.

The City may terminate all or part of this Agreement at any time for its own convenience by written notice to Contractor. Upon termination under this Section, Contractor shall be entitled to compensation for all Services rendered prior to actual notice of the termination or the receipt of the City's written notice of termination, whichever is earlier.

15. Payment of Claims by the City.

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Agreement as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor pursuant to this Agreement. The City's payment of a claim under this Section shall not relieve Contractor or Contractor's surety, if any, from responsibility for those claims.

16. Public Contracting Requirements.

- A. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week.
- B. Payment for Labor or Material. Contractor shall make payment promptly, as due, to all persons supplying to Contract labor or material for the performance of the work provided

for in this Agreement. (ORS 279B.220)

- C. Contributions to the Industrial Accident Fund. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)
- D. Liens and Claims. Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- E. Income Tax Withholding. Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- F. Hours of Labor. Contractor shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)
- G. Workers' Compensation. Contractor is a subject employer that will comply with ORS 656.017. Contractor warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Contractor shall indemnify City for any liability incurred by City as a result of Contractor's breach of the warranty under this Paragraph. (ORS 279B.230)
- H. Medical Care for Employees. Contractor shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Contractor's employee(s), all sums which Contractor agrees to pay for such services and all monies and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)
- I. Non-Discrimination. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- J. Lawn or Landscaping. If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225)
- K. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the

state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.

- L. Federal Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- M. Tax Law Compliance. Contractor (to the best of Contractor knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:
- 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 2) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - 3) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- N. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

17. Law of Oregon.

The Agreement shall be governed by the laws of the State of Oregon. Venue shall be in Clackamas County, Oregon.

18. Successors and Assignments.

Both City and Contractor bind themselves and any partner, successor, executor, administrator, or assign to this Agreement. Neither City nor Contractor shall assign or transfer their interest or obligation hereunder in this Agreement without the written consent of the other party. Contractor must seek and obtain City's written consent before subcontracting any part of the work required of Contractor under this Agreement. Any assignment, transfer, or subcontract attempted in violation of this Section shall be void.

19. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of City and Contractor.

20. No Waiver of Legal Rights.

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

21. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF SANDY
Jennifer Coker
Public Works Director
Email: jcoker@cityofsandy.com
CC: ap@cityofsandy.com
Phone: 503-668-6927

Contractor
Adam Sussman
Principal Water Resources Consultant
Email: asussman@gsiws.com
Phone: 541-257-9001

Address: 39250 Pioneer Blvd
Sandy, OR 97055

Address: 1600 SW Western Blvd, Ste 240
Corvallis, OR 97333

When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

22. Conflict Between Terms.

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

23. Severability.

If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Integration; Counterparts; Electronic Signatures.

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.

[Signatures are on the following page.]

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.


<hr/> <p>City of Sandy Tyler Deems, City Manager</p>	 <hr/> <p>GSI Water Solutions, Inc. Kimberly Grigsby, Principle Water Resource</p>
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Exhibit A



July 17, 2024

Jenny Coker
Public Works Director
City of Sandy
39250 Pioneer Boulevard
Sandy, OR 97055

RE: Proposal to Update Water Management and Conservation Plan

Dear Ms. Coker:

We appreciate the opportunity to provide you with this proposal to update the City of Sandy's (City) Water Management and Conservation Plan (WMCP). GSI Water Solutions, Inc. (GSI) has provided the City water rights related assistance since 2007, most recently providing sub-consulting services during development of the City's 2022 Water System Master Plan. We also developed the City's 2016 WMCP and 2021 WMCP Progress Report. Other water rights work executed by GSI includes obtaining water right certificates for the use of Alder Creek and Brownell Sprigs and an extension of time for the City's Salmon River water use permit. Based on our deep understanding of the City's water rights and water supply we are uniquely qualified to develop the City's WMCP update. We look forward to the opportunity to continue working with the City. Please see below for our scope of work to develop the City's 2025 WMCP.

Scope of Work

The final order issued by the Oregon Water Resources Department (OWRD) approving the City's 2016 WMCP included a condition requiring the City to submit an updated WMCP by November 30, 2025. The overall goal of this project is to meet this requirement by developing the City's updated WMCP by this date and meet the required WMCP content described in Oregon Administrative Rules (OAR) Chapter 690, Division 86. Based on our conversations we understand that recent water supply circumstances have prompted the City to want to focus on reviewing its curtailment plan and conservation benchmarks. At the City's request, GSI has also added an optional task "Water Conservation Implementation Support" for the City's consideration.

GSI will maximize project efficiency by relying on the City's 2016 WMCP (GSI) and 2021 WMCP Progress Report (GSI) as the basis for the City's 2025 WMCP and reference the City's 2022 Water System Master Plan (WSMP) (Conсор). GSI proposes to complete the following project activities.

Develop Updated WMCP

Introduction and Water Supplier Element

Revise the introduction to provide a contemporary summary of the City, update the description of the need for an updated WMCP, and provide a list of affected local governments. Incorporate recent historical demand and consumption data and provide an assessment of historical water use and water losses. Revise water rights information as needed and provide an updated analysis of water rights. Describe aquatic species present in water sources and surface water quality descriptions per latest state and federal data as necessary. Update

water system schematic, update service area population, and system description as needed. The Introduction and Water Supplier Element will satisfy the requirements of OAR 690-086-0120, 125, and 140.

Water Conservation Element

Update progress on meeting water conservation measures and associated benchmarks found in the City's 2021 WMCP Progress Report. Perform a conservation program review (including the City's membership in the Regional Water Providers Consortium). Provide an analysis of the City's customer base and consumption trends that will help inform creation of potentially new conservation measures. Based on these findings, provide a limited suite of optional conservation measures for the City's consideration. Document conservation measures and associated benchmarks selected by the City. The Water Conservation Element will meet the requirements of OAR 690-086-0150.

Water Curtailment Plan

Based on recent water supply challenges (Alder Creek Water Treatment Plant off-line and low outflow from Brownell Springs), take a fresh look at the City's curtailment plan. Update the existing curtailment plan by identifying and describing any recent water shortage(s) and current capacity limitations. Evaluate the City's curtailment stages and measures in the existing plan and revise as needed to meet the City's current needs. Update the Water Curtailment Plan to comply with the requirements of OAR 690-086-0160.

Water Supply Element

Revise 10- and 20-year population and water demand projections found in the City's 2022 WSMP. Delineate any future service area. Seek access to the City's Salmon River Permit S-87451, as appropriate. Describe previous research and evaluations of potential future supply options and describe alternative sources of supply such as interconnections and water conservation. The Water Supply Element will meet the requirements of OAR 690-086-0170.

Revise Draft WMCP and Submit to Affected Local Governments and OWRD

Provide sections of the WMCP consecutively for City review. Revise WMCP sections per City comments and compile the WMCP and provide full draft to City for review and incorporate City comments as needed. At least 30 days before submitting the draft WMCP to OWRD, seek comments from affected local governments regarding consistency with each of the local government's comprehensive land use plans as required under OAR 690-086. Work with the City to address any relevant comments from affected local governments before submitting the final draft WMCP to OWRD.

Submit Draft and Final Updated WMCP

Submit draft WMCP to OWRD and respond to any comments from OWRD from its review of the draft and submit the final WMCP to OWRD for approval.

Meetings

GSI will hold up to four project status and chapter review meetings via video or tele-conference with the City and one in-person project kick-off meeting. GSI will also hold informal conference calls or video or tele-conference meetings with the City as needed for check-ins and project coordination. The topics and timing for these meetings can be adjusted as jointly determined by the City and GSI as needed.

GSI will also attend up to two City Council meetings to provide an update and presentation of the updated WMCP. Timing for the presentations will be coordinated with City staff.

Deliverables

Provide individual draft sections of the WMCP for City review, compile sections into full draft WMCP for City review, and provide a local government review draft WMCP and a draft and final WMCP submitted to OWRD. City to receive up to two hard copies of the final WMCP and electronic version.

Assumptions

- The City will provide readily-available historical demand and consumption information in spreadsheet format (e.g. M.S. Excel).
- The City will provide 2022 WSMP data to GSI or coordinate with Consor and GSI to have the data provided to GSI.
- The City will provide a map with water system infrastructure and service area boundaries formatted as GIS georeferenced shapefiles or similar mapping format.
- The water conservation program review and analysis is limited in scope to provide up to 10 optional conservation measures.

Fee Estimate

Our team’s proposed fee to complete this project on a time-and-materials basis is \$39,760 (fee excludes the optional task below). This budget will not be exceeded unless approved by the City in writing. This fee does not include OWRD’s processing fee of \$2,450 to be paid by the City to OWRD upon submittal of the draft WMCP to OWRD. GSI’s 2024 labor rates are attached to this project scope. GSI is not required to perform activities in excess of this stated not-to-exceed time and materials budget.

Optional Task – Water Conservation Implementation Support

Under this optional task GSI will provide water conservation program implementation support. This support could include implementation of measures identified during development of the WMCP conservation section such as content development for the City’s website, conservation brochures, and consumer confidence report and also research regarding water efficient municipal code language related to new development. As requested, GSI will work with the City to develop a scope of services and budget for this optional task based on the conservation measures selected by the City (see “Water Conservation Element”).

Schedule

Event	Anticipated Completion Dates
Notice to proceed	August 2024
Kick off meeting	August 2024
Submit draft sections of WMCP to City for review	October 2024 - March 2025
Submit draft WMCP to City for review	April 2025
Incorporate City comments and send draft WMCP to affected local government(s) for review	May 2025
City Council meeting presentation	To Be Determined
Submit final draft updated WMCP to OWRD	June 2025
Revise updated WMCP per OWRD comments, submit revisions to City	September 2025 (estimate)*
Submit draft final and final updated WMCP to OWRD	October 2025 (estimate)*
Receive updated WMCP Final Order from OWRD	November 2025 (estimate)*

* These dates are dependent upon OWRD’s review and response times, which can vary.

We are looking forward to continuing to provide water rights consulting services to the City and continuing our long-standing relationship with the City. Please let us know if you have any questions or would like to discuss our proposal further. If this proposal meets your needs, we would be happy to send over GSI's Professional Services agreement for the City's review and execution as notice to proceed.

Sincerely,

GSI Water Solutions, Inc.



Tim Henkle
Water Resources Consultant



Adam Sussman
Principal Water Resources Consultant

Attachment: GSI 2024 Labor Rates



2024 GSI Fee Schedule

Labor Category	Hourly Rate
Technical Professionals	
Principal	\$200 – \$280
Supervising	\$190 – \$235
Managing	\$170 – \$200
Consulting	\$150 – \$185
Project	\$135 – \$165
Staff	\$110 – \$150
Other Services	
GIS/Graphics/Database	\$120 – \$175
Editor/Documents	\$120 – \$145
Administration	\$85 – \$120

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

Expenses

- **Mileage:** IRS authorized rate/mile plus 10 percent markup
- **Direct expenses and outside services:** Cost plus 10 percent markup
- **Enterprise GIS:** \$100 per month for the duration of use

Exhibit B

Schedule

Event	Anticipated Completion Dates
Notice to proceed	August 2024
Kick off meeting	August 2024
Submit draft sections of WMCP to City for review	October 2024 - March 2025
Submit draft WMCP to City for review	April 2025
Incorporate City comments and send draft WMCP to affected local government(s) for review	May 2025
City Council meeting presentation	To Be Determined
Submit final draft updated WMCP to OWRD	June 2025
Revise updated WMCP per OWRD comments, submit revisions to City	September 2025 (estimate)*
Submit draft final and final updated WMCP to OWRD	October 2025 (estimate)*
Receive updated WMCP Final Order from OWRD	November 2025 (estimate)*

* These dates are dependent upon OWRD's review and response times, which can vary.

Exhibit C
 Personal Services Agreement, City of Sandy and GSI Water Solutions, Inc.

Scope of Work Tasks	Staff (hours)						Administration
	Managing	Principal	Project	Staff	GIS/Graphics / Database		
Develop Updated WMCP	92	6	10	32	4.5		-
Revise Draft WMCP and Submit to Affected Local Governments and OWRD	14	3	-	4	-		7
Submit Draft and Final Updated WMCP	28	1	-	-	-		7
Meetings	7	-	-	2	-		-
Total (hrs)	141	10	10	38	4.5		14
Billing Rates	\$ 201.40	\$ 250.00	\$ 148.00	\$ 127.20	\$ 169.60		\$ 121.90
Labor Costs	\$ 28,397.40	\$ 2,500.00	\$ 1,480.00	\$ 4,833.60	\$ 763.20		\$ 1,706.60
					Labor Costs	\$	39,680.80
					Direct Expenses (eg. printing, mailing)	\$	79.20
					Project Total	\$	39,760.00