

**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
CITY OF TUMWATER CORROSION CONTROL STUDY**

This First Amendment ("Amendment") is dated effective this 1st day of January, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and HDR Engineering, Inc., a Nebraska corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective August 17, 2021, whereby the SERVICE PROVIDER agreed to provide design and permitting services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to extend the term of the Agreement.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2023.

****Signatures on the following page****

2. FULL FORCE AND EFFECT.

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

CITY OF TUMWATER CORROSION CONTROL STUDY

THIS AGREEMENT is made and entered into in duplicate this 17th day of August, 2021, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and HDR ENGINEERING, INC., a Nebraska corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

The standard of care for all services performed by SERVICE PROVIDER shall be the care and skill ordinarily used by members of SERVICE PROVIDER’s profession.

2. TERM.

The Project shall begin no earlier than August 1, 2021, and shall be completed no later than December 31, 2022. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY. The CITY may also terminate this Agreement for cause but only after providing SERVICE PROVIDER written notice of breach and a period of ten (10) days to cure.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **Eighty Six Thousand One Hundred Twenty Seven dollars and 62/100 (\$87,127.62)** as reflected in Exhibit "A" of the Scope of Services.

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY each month for services rendered during the previous month. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20)

business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY, such approval will not be unreasonably withheld or delayed, and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials,

officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'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 benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an

occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the Automobile and General Liability insurance policies, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement. Any modification or reuse of such work project and/or other documents for purposes other than those intended by this Agreement shall be at CITY's sole risk and without liability to SERVICE PROVIDER.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of

individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of

citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit B.

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, 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 CITY in the event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

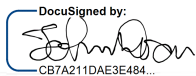
22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of

the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

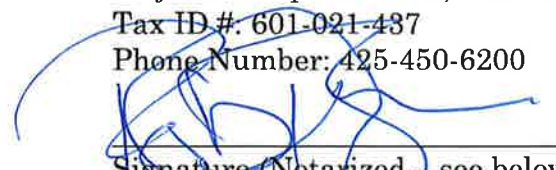
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

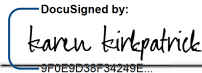
DocuSigned by:

CB7A211DAE3E484...

JOHN DOAN
City Administrator

SERVICE PROVIDER:
HDR ENGINEERING, INC.
Address: 929 108TH Avenue NE #1300
City/State/Zip: Bellevue, WA 98004
Tax ID #: 601-021-437
Phone Number: 425-450-6200


Signature (Notarized - see below)
Printed Name: Rob Berman
Title: Senior Vice President

APPROVED AS TO FORM:

DocuSigned by:

9F0E9D38F34249E...

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that Rob Berman (name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Sr. Vice President (title) of HDR Engineering Inc (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: Aug 13 2021
Debra Cobb Hanson
Notary Public in and for the State of Washington,
My appointment expires: 9/14/24

Scope of Services

City of Tumwater Corrosion Control Study

June 2021



**905 Plum Street SE
Suite 200, Town Square 3
Olympia, WA 98501
(360) 570-4400**

Table of Contents

Background	1
Scope of Services	1
Task 100 Project Management.....	1
Objective	1
HDR Services	1
City Responsibilities	1
Assumptions	1
Deliverables	2
Task 200 Initial Draft Report.....	2
Objective	2
HDR Services	2
City Responsibilities	2
Assumptions	2
City Deliverables	2
HDR Deliverables	2
Task 300 Quarterly Water Quality Review.....	3
Objective	3
HDR Services	3
City Responsibilities	3
Assumptions	3
City Deliverables	3
HDR Deliverables	3
Task 400 Revised Draft Report.....	3
Objective	3
HDR Services	3
City Responsibilities	4
Assumptions	4
City Deliverables	4
HDR Deliverables	4
Task 500 DOH Review	4
Objective	4
HDR Services	4
City Responsibilities	4
Assumptions	5
City Deliverables	5
HDR Deliverables	5
Task 600 Contingency.....	5
Objective	5
City Responsibilities	5



Assumptions	5
Estimated Fee for Professional Services	5
 Attachment A – August 14, 2019 letter from DOH to City	

EXHIBIT A

SCOPE OF SERVICES

Background

The City of Tumwater (City) has been notified by the Washington Department of Health (DOH) on August 14, 2019 that the City has not submitted a corrosion control study demonstrating that the City has an optimized corrosion control treatment program for the drinking water utility. The City has requested HDR Engineering, Inc. (HDR) to prepare this report.

Scope of Services

Task 100 Project Management

Objective

The purpose of this task is to monitor, control, and adjust the scope, schedule, and budget, as well as provide monthly status reporting, accounting, invoicing, and management of the project team in coordination with City staff.

HDR Services

1. Prepare monthly invoices and status reports describing services completed during the period, items to be addressed, and services planned for the next period.
2. Project setup, management, and internal coordination.
3. Prepare JHA (Job Hazard Analysis) forms as required for field visits; and consistent with COVID requirements (as appropriate).

City Responsibilities

1. Review and provide comments to meeting minutes for clarifications and accuracy.
2. Prompt processing and payment of compliant invoices. The City will make one progress payment each month provided the invoices are complete and accurate from the consultant and in the format requested by the City.

Assumptions

1. Design notice-to-proceed for the Project will occur in mid-July 2020.
2. The Project duration for Tasks 100 through 600 will be 19 consecutive months after notice-to-proceed.
3. The City Project Manager will provide a single set of collective comments based on the review of deliverables conducted by various City staff.
4. During invoicing periods when no design/engineering work is performed, HDR will not submit an invoice/status report to the City for that billing period. Assume a total of 9 invoices over the project duration.

Deliverables

1. Electronic monthly reports and invoices (one copy with invoice).

Task 200 Initial Draft Report**Objective**

This task is to gather background data and prepare the initial draft report for City review.

HDR Services

1. Develop a prioritized data request outlining information desired from the City.
2. Review City-provided data and identify data gaps.
3. Conduct conference call to discuss data gaps and how to address them.
4. Prepare initial draft report and submit to the City for review.
5. Conduct a review meeting with the City and prepare meeting notes.
6. Prepare and submit updated initial draft report to address City review comments.

City Responsibilities.

1. Provide available requested data.
2. City conducts water quality sampling per DOH requirements.
3. Review and provide comments, submitted as a consolidated review comment document.
4. Participate in review meeting to discuss initial draft report.

Assumptions

1. The data request includes information on City's current water supply and distribution system configuration, operations/usage, and water quality results.
2. The initial draft report includes water quality data from the City's first quarterly sampling round as a placeholder.
3. The initial draft report is 30 to 40 pages in length, including placeholder areas but excluding appendices. This report addresses the topics addressed in DOH's August 14, 2019 letter that is an attachment to this scope.
4. Review meeting with the City will be in-person and last two hours. Review meeting will include up to two HDR staff.

City Deliverables

1. Requested items from data request.
2. Comments to initial draft report.

HDR Deliverables

1. Data request memo.
2. Initial draft report for City review (pdf format).

3. Task 200 review meeting notes (pdf format).
4. Updated initial draft report (pdf format).

Task 300 Quarterly Water Quality Review

Objective

HDR supports the City in reviewing the data obtained from the City's water quality sampling.

HDR Services

1. Receive and review water quality data from the second and third quarter sampling rounds.
2. Incorporate data into water quality tracking charts and tables.
3. Conduct a conference call with City to discuss each quarterly results.
4. Prepare notes from each call.

City Responsibilities.

1. Continue conducting DOH-required water quality sampling and share data with HDR.
2. Participate in quarterly review meetings.

Assumptions

1. City provides water quality data in an Excel file.
2. Conference calls are one hour in duration.
3. The initial draft report is not updated during this task. See Task 400.

City Deliverables

1. Second and third quarterly water quality data.

HDR Deliverables

1. Updated water quality charts and tables.
2. Notes from quarterly review meetings.

Task 400 Revised Draft Report

Objective

Update the Task 200 initial draft report with the information from Task 300 to prepare a final report for DOH submission.

HDR Services

1. Update Task 200 initial draft report with information from Task 300 and the fourth quarterly sampling data.
2. Conduct a review meeting with the City and prepare meeting notes.
3. Prepare and submit final report to address City review comments.

4. Prepare DOH Project Approval Application form.

City Responsibilities.

1. Continue conducting DOH-required water quality sampling and share data with HDR.
2. Review and provide comments, submitted as a consolidated review comment document.
3. Participate in review meeting to discuss initial draft report.
4. Submit final report and Project Approval Application form to DOH.
5. Pay for DOH review fees.

Assumptions

1. The revised draft report is 35 to 45 pages in length, excluding appendices.
2. Review meeting with the City will be in-person and last two hours. The review meeting will include up to two HDR staff.

City Deliverables

1. Fourth quarterly water quality data.
3. Comments to initial draft report.

HDR Deliverables

1. Revised draft report for City review (pdf format).
2. Task 400 review meeting notes (pdf format).
3. Final report (pdf format).

Task 500 DOH Review**Objective**

Coordinate with DOH and prepare final report addressing DOH comments.

HDR Services

1. Participate in review meeting with DOH.
2. Receive and review DOH comments and discuss with City.
3. Address DOH comments in revised final report.

City Responsibilities.

1. Participate in review meeting with DOH.
2. Participate in conference call to discuss DOH comments.
3. Review and provide comments, submitted as a consolidated review comment document.
4. Submit revised final report to DOH.
5. Pay for DOH review fees.

Assumptions

1. The revised final report is 35 to 45 pages in length, excluding appendices.
2. Conference call with the City lasts one hour.

City Deliverables

1. Comments to revised final report.

HDR Deliverables

1. Revised final report for City review.
2. Final report.

Task 600 Contingency**Objective**

Provide a discretionary allowance budget task for unanticipated labor, expenses, or professional services not specifically identified in Tasks 100 to 500 in this Scope of Services. No work can be performed under *Task 600: Contingency* without written authorization from the City.

HDR Services

1. Provide professional services at the request of the City as mutually agreed and defined.

City Responsibilities

1. Identify professional services deemed necessary to complete the project that are not included in this scope of services.

Assumptions

1. No work can be performed under *Task 600: Contingency* without written authorization from the City.

Deliverables

1. To be determined and agreed upon by the City and HDR.

Estimated Fee for Professional Services

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a **time-and-materials basis not-to-exceed \$86,127.62**. Following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs. Expenses will be billed at a 5% Markup.

Task	Estimated Task Cost
Task 100 – Project Management	\$9,547.42
Task 200 – Initial Draft Report	\$35,632.64
Task 300 – Quarterly Water Quality Review	\$6,024.25
Task 400 – Revised Draft Report	\$15,728.96
Task 500 – DOH Review	\$9,194.35



Task 600 – Contingency	\$ 10,000.00
Total	\$86,127.62

ATTACHMENT A

August 14, 2019 Letter from DOH to City

Attachment A



STATE OF WASHINGTON
DEPARTMENT OF HEALTH
SOUTHWEST DRINKING WATER REGIONAL OPERATIONS
PO Box 47823, Olympia, Washington 98504-7823
TDD Relay 1-800-833-6388

August 14, 2019

Stephen Craig
City of Tumwater
555 Israel Road Southwest
Tumwater, Washington 98501

Subject: City of Tumwater Water System, ID #89700, Thurston County; Notification to Proceed to Lead and Copper Corrosion Control Steps

Dear Stephen Craig

With your recent Water Facilities Inventory (WFI) update, your water system is now considered a "large" system (residential and non-transient population over 50,000) under the lead and copper rule (LCR). Under the LCR, a "large" system must either:

1. Demonstrate that they have completed activities equivalent to the corrosion control steps (40 CFR 141.81(b)(2));
2. Demonstrate for two consecutive 6-month monitoring periods that the difference between the 90th percentile tap samples lead levels and the highest source water lead level is less than the practical quantitative level for lead at 0.005 milligrams per liter (mg/L) and the 90th percentile tap samples copper levels meet the copper action level (40 CFR 141.81(b)(3)); or
3. Complete the corrosion control steps and install optimal corrosion control treatment (40 CFR 141.81(a).

Our records show that you have not demonstrated optimal corrosion control under #1 or #2 above; therefore, you must complete the corrosion control steps and install optimal corrosion control in the timelines set out by state and federal rules. Failure to meet the deadlines established in this letter will result in a treatment technique violation under the lead and copper rule.

CORROSION CONTROL STEPS

The following is an overview of the corrosion control process. Please include a completed Project Approval Application form with all of your initial submittals.

The Environmental Protection Agency's (EPA's) guidance document, Optimal Corrosion Control Treatment Evaluation Technical Recommendations (EPA-816-B-16-003, March 2016), can be used to comply with the corrosion control treatment steps. We strongly recommend you review and use this document, including the Excel spreadsheet provided, to develop your corrosion control study.

Additional Required Sampling

Collect water quality parameters (WQP) as specified below at 10 taps and at each entry point to distribution, quarterly. These are the minimum number of parameters; we recommend collecting



Stephen Craig
August 14, 2019
Page 2

additional WQP as outlined in EPA's guidance document. Additional distribution sample locations and more frequent sampling may be necessary to evaluate your system.

- pH.
- Alkalinity.
- Calcium.
- Conductivity.
- Water temperature.

Corrosion Control Study Step

The purpose of this step is to evaluate the effectiveness of the following treatments or combinations of treatments to identify the optimal corrosion control treatment for your system:

- pH and alkalinity adjustment.
- Calcium hardness adjustment.
- Addition of phosphate or silicate based corrosion control inhibitors.

The system shall evaluate each of the corrosion control treatments using either pipe rig or loop tests, metal coupon tests, partial-system tests, or analyses based on documented analogous treatment with other systems of similar size, water chemistry, and distribution system configurations.

You need to have a professional engineer (licensed in the State of Washington) complete the corrosion control study or update the previous study using current source and distribution water quality data. **You must submit the study by February 12, 2021.**

Please note: you must receive approval of any pilot studies or treatment before supplying treated water to customers.

Designation Step

In consultation with you and your engineer, the Office of Drinking Water (ODW) will designate your system's optimal corrosion control treatment, based on the corrosion control study. **ODW must designate optimal corrosion control treatment within six months of the completion of the corrosion control study.**

Design Step

After selecting the treatment option, you must proceed in designing the treatment. A professional engineer licensed in the State of Washington must complete and submit the design. You must have your treatment facility design approved prior to construction of the facility. You must submit your design for approval with enough lead-time to meet the installation step timeline.

Treatment Installation Step

You must install corrosion control treatment within 24 months of the optimal corrosion control treatment designation. You must submit a construction completion report signed and stamped by a professional engineer to ODW within 60 days after installation.

Stephen Craig
August 14, 2019
Page 3

Follow-up Monitoring Step

Once the corrosion control treatment is online, the system is required to conduct follow-up monitoring as described below. **You must complete follow-up monitoring within 36 months of optimal corrosion control treatment designation.**

- Complete follow-up lead and copper monitoring. This system is required to collect 60 lead and copper tap samples for two consecutive six-month monitoring periods.
- Collect WQP and dosage of chemicals at entry to distribution at least once every two weeks.
- Collect WQP at 10 taps in the distribution system quarterly. The tap samples may be collected at the lead and copper tap sampling locations or at coliform monitoring sites. The tap samples should be representative of the water quality in the distribution system.
- Submit the water quality monitoring for each of the six-month periods within 10 days of the end of the monitoring period.

Designation of Optimal Water Quality Step

ODW will review the lead and copper tap sample results and the water quality submitted and designate optimal water quality parameters (OWQP) for the system within six months of completing follow-up monitoring. The system will be required to operate within the designated OWQP. The system will continue to conduct lead and copper tap samples and WQP at each entry to distribution and in the distribution system as required by state and federal drinking water regulations.

You could choose to conduct lead and copper tap standard monitoring, two consecutive six-month sets of 60 lead and copper tap samples, to attempt to meet the optimal corrosion control criteria defined in 40 Code of Federal Regulations (CFR) 141.81(b)(3). Sampling prior to conducting the corrosion control study is voluntary and does not replace the actions explained in this letter. If the results of both sample sets meet the criteria to be optimized, ODW will cancel the requirement for treatment installation. Be advised that you must continue to meet the optimized criteria under 40 CFR 141.81(b)(3), failure to meet the criteria in subsequent sample sets will require you to complete the corrosion control steps outlined above.

If you have any questions, please contact me at (360) 236-3024 or by e-mail at kay.rottell@doh.wa.gov.

Sincerely,



Kay Rottell, P.E.
Office of Drinking Water, Assistant Regional Engineer

cc: Jay Eaton, City of Tumwater
Dan Smith, City of Tumwater
Thurston County Public Health Department
Sophia Petro, ODW
Dave Sternberg, ODW

Chapter 3.46
CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

- A. "Contract" means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
 - B. "Contract awarding authority" means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
 - C. "Domestic partner" means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
 - D. "Employee benefits" means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.
- (Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

- A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.
- B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

Exhibit B

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;
2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or
3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;
4. The contractor is a public entity;
5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

- A. Within the city;
- B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and
- C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2022

8/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <div style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;"> INSURER(S) AFFORDING COVERAGE </div> INSURER A: Lexington Insurance Company
INSURED 1016040 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	NAIC # 19437 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES ***CERTIFICATE NUMBER:** 17766395**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2021	6/1/2022	PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE; TUMWATER CORROSION CONTROL STUDY HDR PURSUIT #10305463.

CERTIFICATE HOLDER**CANCELLATION****17766395**
 CITY OF TUMWATER
 ATTENTION: CATHY NIELSEN
 555 ISRAEL ROAD SW
 TUMWATER WA 98501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE