

WEST SOUND UTILITY DISTRICT  
RESOLUTION 577-15

A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
AUTHORIZING A PROFESSIONAL SERVICES CONTRACT  
WITH HDR ENGINEERING FIRM TO CONDUCT  
A BIOSOLIDS MANAGEMENT PLAN

WHEREAS, THE District has allocated \$50,000 in the 2015-16 SKWRF Operations Budget to perform a biosolids management plan; and

WHEREAS, the District has concluded that the firm of HDR Engineers is best suited to meet the District's professional service needs for this project; and

WHEREAS, the District and HDR have prepared a scope of work and professional services agreement in an amount not to exceed \$45,450; NOW, THEREFORE,

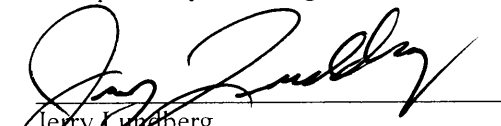
THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT  
HEREBY RESOLVES:

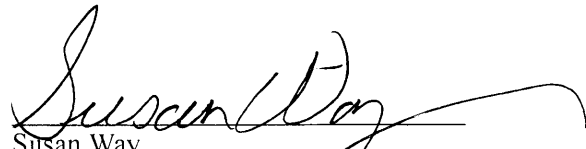
**Section 1.** The Board of Commissioners hereby approves the attached professional services contract (Exhibit "A") and scope of work from HDR Engineers, Inc. to prepare the biosolids management plan in an amount not to exceed \$44,450<sup>45,450</sup>, and the Board further authorizes the General Manager to sign the agreement with HDR Engineers.

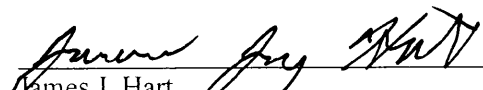
JB  
AAH  
SW

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on November 2, 2015.

WEST SOUND UTILITY DISTRICT  
Kitsap County, Washington

  
Jerry Lundberg  
Chairperson

  
Susan Way  
Vice Chairperson

  
James J. Hart  
Secretary

**PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_ day of November \_\_, 2015, by and between the WEST SOUND UTILITY DISTRICT, (hereinafter referred to as the "District") and HDR ENGINEERING, INC. (hereinafter referred to as "Contractor").

WHEREAS, the District desires to have certain services performed, which require administrative duties and other supportive capabilities as described in "Exhibit A"; and

WHEREAS, the Contractor represents that he and his company are qualified and possess sufficient skills, experience, and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Agreement;

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

**I. DURATION OF AGREEMENT**

This Agreement shall be effective commencing on November 3, 2015. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. However, the District has the ability to terminate this Agreement with less than thirty (30) days written notice for performance related issues.

**II. SCOPE OF WORK AND SCHEDULE**

2.1 The Contractor shall provide services for the scope of work set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though fully set forth.

**III. COMPENSATION AND METHOD OF PAYMENT**

3.1 For Contractor's services, the District will pay the Contractor at the rates set forth in the "HDR Engineering Labor Estimate", Exhibit "B". The services of the Contractor shall not exceed \$45,450.

**IV. RELATIONSHIP AND RESPONSIBILITIES OF PARTIES**

4.1 It is understood by both parties that the Contractor is an independent Contractor, and not an employee of the District. The District will not provide the Contractor any fringe benefits, including but not limited to health insurance benefits, paid vacation, or any other employee benefit. The Contractor shall be solely responsible for any and all local, state or federal withholding taxes, social security or self-employment taxes, business and occupation taxes, or any other tax obligation which arise from compensation received pursuant to this Agreement.

4.2 The District shall provide direction as to duties or services needed for each project as set forth by the District's Wastewater Treatment Plant Manager or District's General Manager.

**V. COMPLIANCE WITH LAWS AND REGULATIONS**

5.1 In performing this Agreement, the Contractor agrees to comply with all federal, state, and local laws, ordinances, and regulations, including standards for licensing, certifications and operation of facilities and programs.

**VI. CONTRACTS AND AGREEMENTS**

6.1 Any and all contracts or agreements, proposals, partnerships, interlocal agreements, memoranda of understanding, subcontracting, or other actions taken pursuant to the provisions of this Agreement which would bind the District legally and/or encumber public funds shall be reviewed and approved by the District's General Manager, prior to entering into such agreements.

**VII. INDEMNIFICATION/HOLD HARMLESS**

7.1 Any and all services rendered or performed pursuant to this Agreement will be rendered or performed entirely at the Contractor's own risk. The Contractor expressly agrees to indemnify and hold harmless the District and all of its officers, agents, representatives, employees, successors, transferees and assigns, from any and all liability, loss, or damage it may suffer as a result of claims, demands, legal actions, or damages to any and all persons or property.

**VIII. ENTIRE AGREEMENT**

8.1 The parties agree that this Agreement is the complete expression of the terms and conditions hereto, and any oral representations or understandings not incorporated herein are excluded. The parties agree that any modification of this Agreement must be in writing and signed by both parties.

**IX. SEVERABILITY**

9.1 If any part, paragraph, section or provision of this Agreement is adjudged to be invalid by a court of competent jurisdiction, such term or provision shall be read out of this Agreement and shall not affect the validity of any remaining sections, part or provision of this Agreement, nor give rise to any cause of action by either party against the other, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**X. WAIVER OF CONTRACTURAL RIGHT**

10.1 The failure of either party to enforce any provision of this Agreement shall not be deemed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

**XI. NON-ASSIGNABILITY**

11.1 This Agreement shall not be assigned or transferred by the Contractor, directly or indirectly, (including subcontracting) without the prior written consent of the District's General Manager. The District shall have sole discretion in determining if it will approve any such assignment or transfer.

**XII. CHOICE OF LAW AND VENUE**

12.1 This Agreement shall be governed and interpreted under the laws of the State of Washington. In the event litigation is commenced to enforce any of the terms or provisions of this Agreement, the parties agree that the venue of such action shall be in the Superior Court of Kitsap County, Washington.

**XIII. NOTICES**

13.1 Except as otherwise provided, any notice required under this Agreement shall be made by written notice and sent to the other party by first class mail, postage paid, at the addresses below, or to any agent designated in writing by either party. Notices shall be sent to the parties as follows:

West Sound Utility District  
Michael R. Wilson, General Manager  
2924 SE Lund Avenue  
Port Orchard, WA 98366

HDR Engineering, Inc.  
Patrick C. Roe, Project Manager  
P.O. Box 12462  
Olympia, WA

**XIV. EXECUTION**

This Agreement or amendments hereto, shall be executed on behalf of each party by its duly-authorized representative. This Agreement, or any amendment, shall be deemed adopted upon the date of execution by said duly-authorized representatives of the parties.

WEST SOUND UTILITY DISTRICT

HDR ENGINEERING, INC.

\_\_\_\_\_  
Michael R. Wilson, General Manager

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_