



March 18, 2021

Adam Denlinger  
General Manager  
Seal Rock Water District  
PO Box 190  
Seal Rock, OR 97376

## **Mid-Coast Conservation Consortium Year 1 – Scope of Work and Fee Estimate**

From April 2019 through early 2020, GSI Water Solutions, Inc. (GSI) researched and developed a framework for a Mid-Coast water conservation consortium on behalf of Seal Rock Water District and the cities of Lincoln City, Newport, Yachats and Waldport. This effort ultimately resulted in a list of desired activities. GSI has prepared this scope of work to implement and operate the Mid-Coast water conservation consortium.

As we discussed when we pursued initial development of the Mid-Coast water conservation consortium, this type of organization would be an effective vehicle for leveraging the resources of similar-situated water providers to accomplish the following:

- Increase water conservation awareness and activities on the Mid-Coast, particularly during the summer
- Increase resiliency during droughts and emergencies by better aligning mitigation and response actions
- Increase coordination among water providers, including:
  - Communications and knowledge sharing,
  - Pooling of resources to accomplish more water conservation activities than what could be accomplished individually, and
  - Creating more consistent water conservation and drought response messages for customers.
  - Meeting Water Management and Conservation Plan benchmarks, as applicable.

### **Scope of Work**

The overall goal of this project is to implement and operate the Mid-Coast water conservation consortium with the objective of building an organization that will grow in membership and activities over time. The following are proposed tasks for implementation in the first year of the Mid-Coast water conservation consortium.

#### **Task 1 – Mid-Coast Water Conservation Consortium: Year 1**

**Specific tasks are likely to include, but are not limited to:**

1. **Website Content Development.** Develop indoor water conservation, outdoor water conservation, and leak detection information for individual water provider websites. The content will largely be the same for each water provider, but some content will be personalized.
2. **Water Conservation Outreach to Customers.** Develop content for Annual Water Quality Reports (i.e., Consumer Confidence Reports); develop four newsletter articles; two billing inserts; and four billing messages.

3. **Water-efficient Fixtures and Leak Detection Tablets Purchasing and Distribution.** Communicate with water providers to determine desired water conservation items, such as water-efficient showerheads, water-efficient faucet aerators, and leak detection tablets. Purchase up to \$3,000 of water conservation items and distribute to water providers.
4. **Water Provider Outreach: Recruitment Document and Mutual Aid Document.** Develop a one-page front and back flyer describing the consortium and inviting water providers to participate; communications with interested water providers. Develop a document about resources that water providers can access about issues of concern, such as leaks and associated water loss.
5. **Elementary School Water Conservation Lesson.** Develop one elementary school water conservation lesson with information specific to the Mid-Coast region. The lesson will be the same for each water provider, but a portion of the lesson will be customizable to each water provider. Customized information about each water provider for insertion in the lesson will be included.
6. **Annual Work Plan and Budget.** Develop a document identifying activities for FY 2022-2023 and the associated budget in coordination with water providers.
7. **Project Management and Meetings.** Project Management; Hold up to four one-hour meetings with participating water providers via Zoom.

#### Task 1 Deliverables

1. Water conservation website content for each water provider.
2. Water conservation outreach materials: content for an Annual Water Quality report, four newsletter articles, two billing inserts, and four billing messages.
3. Water conservation items for distribution to customers, such as showerheads, faucet aerators, and leak detection tablets.
4. A one-page front and back flyer describing the Consortium and inviting water providers to participate.
5. Mutual aid document.
6. One elementary school water conservation lesson.
7. Annual work plan and budget.

## Fee Estimate

Our team's proposed fee to complete the tasks on a time-and-materials basis is **\$24,000**. Exhibit 1 presents the estimated budget by task. This overall project budget will not be exceeded without prior authorization from SRWD. GSI's 2021 labor rates are attached. Our understanding is that SRWD will pay invoices provided by GSI, but will be reimbursed by the following water providers - - City of Lincoln City \$8,000 (33%); City of Newport \$8,000 (33%); SRWD \$3,200 (13%); City of Toledo \$1,600 (7%); City of Waldport \$1,600 (7%); and City of Yachats \$1,600 (7%).

Exhibit 1. Estimated Budget by Task

Task	Estimated Budget
Website Content Development for Individual Water Provided Websites	\$4,715
Water-efficient fixtures and leak detection tablets purchasing and distribution	\$4,655
Annual Work Plan and Budget	\$1,080
Water Conservation Outreach to Customers	\$5,455
Water Provider Outreach: Recruitment Document and Mutual Aid Document	\$3,120
Elementary School Water Conservation Lesson	\$2,070
Project Management and Meetings	\$2,905
	<b>\$24,000</b>

## Schedule

We are prepared to begin work upon receiving authorization to proceed. Implementation of the tasks outlined above will occur over the course of one year from the authorization to proceed.

We look forward to hearing back from you and getting started. Our standard Professional Services Agreement is attached for your review and approval as your notice to proceed. Please let us know if you have any questions or would like to discuss further.

Sincerely,  
GSI Water Solutions, Inc.



Adam Sussman  
Principal Water Resources Consultant



Suzanne de Szoeki  
Water Resources Consultant

Enclosure: Professional Services Agreement  
GSI 2021 Labor Rates

Mid-Coast water conservation consortium (Year 1) scope and budget accepted by:



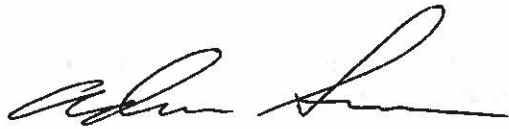
On behalf of Seal Rock Water District

Adam Denlinger, General Manager

Printed name

April 8, 2021

Date



On behalf of GSI Water Solutions, Inc.

Adam Sussman

Printed name

April 16, 2021

Date

On behalf of City of Yachats

Printed name

Date

On behalf of City of Lincoln City

Printed name

Date



Mid-Coast water conservation consortium (Year 1) scope and budget accepted by:

\_\_\_\_\_  
On behalf of City of Waldport

\_\_\_\_\_  
On behalf of City of Newport

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Judy M. Richter, City Manager

On behalf of City of Toledo

Judy M. Richter

Printed name

3/18/2021

Date

Mid-Coast water conservation consortium (Year 1) scope and budget accepted by:

\_\_\_\_\_  
On behalf of Seal Rock Water District

\_\_\_\_\_  
On behalf of GSI Water Solutions, Inc.

\_\_\_\_\_  
Printed name

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Printed name

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Date

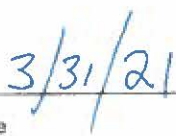
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Date

  
\_\_\_\_\_  
On behalf of City of Yachats

\_\_\_\_\_  
On behalf of City of Lincoln City

  
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Date

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Date

Mid-Coast water conservation consortium (Year 1) scope and budget accepted by:

On behalf of Seal Rock Water District

On behalf of GSI Water Solutions, Inc.

Printed name

Printed name

Date

Date

On behalf of City of Yachats

On behalf of City of Lincoln City

Printed name

Printed name

Date

Date

DocuSigned by:

*Ronald F. Chandler, City Manager*

A0FD48ECABF9402...

Ronald F. Chandler, City Manager

4/8/2021

DocuSigned by:

*City Attorney, Richard Appicello*

9145C94E470C451...

4/7/2021

Mid-Coast water conservation consortium (Year 1) scope and budget accepted by:

\_\_\_\_\_  
On behalf of City of Waldport

  
\_\_\_\_\_  
On behalf of City of Newport

\_\_\_\_\_  
Printed name

Spencer R. Nebel  
\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

04-09-21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
On behalf of City of Toledo

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date



Mid-Coast water conservation consortium (Year 1) scope and budget accepted by:



On behalf of City of Waldport

**Dann Cutter**

Printed name

**April 15th, 2021**

Date

On behalf of City of Newport

Printed name

Date

On behalf of City of Toledo

Printed name

Date



## 2021 GSI Fee Schedule

Labor Category	Hourly Rate
<b>Technical Professionals</b>	
Principal	\$180 - \$245
Supervising	\$150 - \$205
Managing	\$135 - \$155
Consulting	\$125 - \$145
Project	\$110 - \$130
Staff	\$90 - \$115
<b>Other Services</b>	
GIS/Graphics/Database	\$100 - \$160
Editor/Documents	\$110 - \$135
Administration	\$65 - \$110

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

**GSI Water Solutions, Inc.  
55 SW Yamhill, Suite 400  
Portland, Oregon 97204**

## **PROFESSIONAL SERVICES AGREEMENT**

Client:

Adam Denlinger  
General Manager  
Seal Rock Water District  
PO Box 190  
Seal Rock, OR 97376

### **Name of Project: Mid-Coast Water Conservation Consortium Year 1**

Seal Rock Water District (CLIENT) authorizes Groundwater Solutions, Inc, dba GSI Water Solutions, Inc. (GSI) to perform the following water rights consulting services.

### **Scope of Services**

- The attached proposal letter dated March 18, 2021 to Adam Denlinger presents the scope of work for this project.

### **Compensation**

- The scope of work outlined in the proposal letter dated March 18, 2021 will be completed on a time and materials basis, billed as provided herein. GSI has provided you with a good faith estimate that the work should not exceed \$24,000. GSI reserves the right to adjust this amount in the event of encountering unforeseen issues relating to the project, which may arise during the time of the contract. In the event GSI must adjust price, it will contact the client at its earliest convenience to discuss adjustment of the total cost of the project. The total cost will then be subject to mutual Agreement of the parties.

### **Schedule**

- GSI will proceed with the work in a professional and expeditious manner, unless delayed by the unforeseen unavailability of necessary labor, restricted access to the work site, discovery in handling of toxic materials, delays in communications with the client, insufficient or unworkable drawings or specifications, changes in the work, or any other causes beyond GSI's control. While GSI shall, at all times, conscientiously proceed with the work, the estimated time to complete this project as outlined in the letter dated March 18, 2021 is only for the benefit of the client's general planning. The actual completion time is subject to factors listed above. GSI will not be responsible for any financing costs or other consequential damages or costs incurred by the client due to delays in the completion of the project.

**Terms:**

Services covered by this Agreement will be performed in accordance with the attached provisions and schedules. This Agreement supersedes all prior Agreements and understandings and may only be changed by written amendment executed by both parties.

**GSi WATER SOLUTIONS, INC.**

Signature: 

Name (printed): Adam Sussman

Title: Principal

Date: April 16, 2021

**SEAL ROCK WATER DISTRICT**

Signature: 

Name (printed): Adam Denlinger

Title: General Manager

Date: April 16, 2021

## **Provisions**

### ***Authorization to Proceed***

Execution of this Agreement by the CLIENT will be authorization for Groundwater Solutions, Inc. (GSI) to proceed with the services, unless otherwise provided for in this Agreement.

### ***Compensation Rates***

Compensation for services provided under this agreement will be on a time and materials basis in accordance with the rates contained in the Attached fee schedule. The hourly labor rates shown in Attachment are subject to annual adjustments effective each anniversary of the contract signing date.

### ***Subcontracts and Direct Expenses***

When services are performed on a cost reimbursement basis, a markup of 10 percent will be applied to subcontracts and outside services and a markup of 10 percent will be applied to Direct Expenses. For purposes of this Agreement, Direct Expenses are defined to include those necessary costs and charges incurred for the project including, but not limited to the direct costs of transportation, meals, lodging, mail, shipping, equipment, supplies, laboratory test and analysis, printing and reproduction services, and certain field equipment.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to GSI compensation when invoicing CLIENT.

### ***Ownership of Documents***

GSI agrees that all original documents produced by GSI in accordance with this agreement, are work made for hire and shall become the property of CLIENT. CLIENT agrees to waive any claim against Consultant and to indemnify, defend and hold harmless Consultant for any and all claims arising out of any use, not authorized in writing by GSI, of these documents by third parties not related to this agreement.

### ***Cost Opinions***

Any cost opinions or project economic evaluations provided by GSI will be on a basis of experience and judgment, but, since GSI has no control over market conditions or bidding procedures, GSI cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

## ***Payment to GSI***

Monthly invoices will be issued by GSI for all services performed under this Agreement. CLIENT shall pay each invoice within 30 days.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof.

## ***Insurance***

GSI will maintain throughout this Agreement the following insurance:

- (a) Worker's compensation insurance in the statutory amount of not less than \$1,000,000 for all employees engaged in the work. Owners of GSI who are exempt from worker's compensation requirements shall maintain equivalent disability insurance.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of GSI or of any of its employees, agents, or subcontractors, with \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Insurance coverage in (b) and (c) above will name CLIENT and OWNER as additional insureds. Such insurance will be the primary coverage to GSI and CLIENT.

Before commencing work under this contract, GSI will furnish CLIENT with certificates of insurance verifying coverages and additional insureds. Certificates also will state that the insurance carrier will give CLIENT thirty (30) days notice of any insurance cancellation or material alteration.

### ***Standard of Care***

GSI will complete its services with the standard of care and degree of skill and diligence normally employed by professionals performing the same or similar services in the locality in which the services are performed.

### ***Indemnification***

GSI agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT from damages, liabilities, and costs to the extent such liabilities, and costs are caused by GSI's negligent acts, errors, or omissions in the performance of professional services under this agreement, or anyone for whom GSI is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless GSI from damages, liabilities, and costs to the extent such liabilities, and costs are caused by Client's acts, errors, or omissions, or anyone for whom the CLIENT is legally liable.

In the event that damages, liabilities and costs are caused by the joint or concurrent negligence of CLIENT and GSI, they shall be borne by each party in proportion to its own negligence. This provision is intended to indemnify and hold harmless each other and each other's clients specifically in any situation in which employees, agents, and representatives commence a third party action for injuries or death otherwise covered by applicable workmen's compensation laws.

### ***Limitation of Liability***

GSI's liability will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this Agreement or any document incorporated into it or referenced by it.

This limitation of liability will apply whether GSI's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include GSI's officers, employees, and subcontractors.

### ***Severability and Survival***

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this Agreement for any cause.

### ***No Third Party Beneficiaries***

This Agreement gives no rights or benefits to anyone other than CLIENT and GSI and has no third party beneficiaries except as provided in *Limitation of Liability*.

### ***Materials and Samples***

Any items, substances, materials, or samples removed from the project site for testing, analysis, or other evaluation will be returned to the project site unless agreed to otherwise. CLIENT recognizes and agrees that GSI at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that GSI assumes no risk and/or liability for a waste or hazardous waste site originated by other than GSI.

### ***Assignments***

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

### ***Integration***

This Agreement incorporates all previous communications and negotiations and constitutes the entire Agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the services, general or standard terms and conditions on the Purchase Order do not apply to this Agreement.

### ***Force Majeure***

If performance of the services is affected by causes beyond GSI's reasonable control, project schedule and compensation shall be equitably adjusted.

### ***Changes***

CLIENT may make or approve changes within the general Scope of Services in this Agreement, subject to GSI approval and with appropriate adjustment for costs and time for performance. If such changes affect GSI's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

### ***Termination***

This Agreement may be terminated for convenience on 30 days' written notice or if either party fails substantially to perform through no fault of the other and does not commence



correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. The preceding sentence does not apply to a non-payment for services rendered, at which time, the client shall be deemed to be in default and GSI may suspend services. On termination, GSI will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

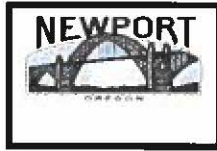
***Attorney's Fees***

In case this Agreement is referred to an attorney for collection, suit, or action, including arbitration, by any of the parties to enforce any provision of this Agreement, the prevailing party shall be entitled to, in addition to any award of costs or disbursements provided by statute, such additional sums as the court may adjudge reasonable as attorney's fees and costs to be allowed in such suit or action, including sums allowed as reasonable attorney's fees and costs on any appeal of such suit or action.

***Governing Law***

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and venue of any action shall be in Multnomah County, Oregon.





**AUTHORIZATION FOR  
AGREEMENTS, MOUs, OR  
OTHER DOCUMENTS OBLIGATING  
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Mid-Coast Water Conservation Consortium - Scope of Work  
Date: 3/18/21

Statement of Purpose: \$8,000 to Seal Rock for City of Newport's contribution to their Professional Services Agreement with GSI

Department Head Signature: [Signature]

Remarks, if any: Professional Services Sole Source Procurement

City Attorney Review and Signature: [Signature] Date: 3/26/2021

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

	Signature	Name/Position
Budget Confirmed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Date: <u>601-3320-60900</u>
Certificate of Insurance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
City Council Approval Needed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Date: <u>4-5-21</u>

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 4-9-21

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 4/20/2021

Date posted on website: 4/21/21

