



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M'S OFFICE ADDRESS: 2020 SW Fourth Ave, Suite 300, Portland, OR 97201

CH2M'S PROJECT NO.: TBD

PROJECT NAME: Local Limits Development Plan

CLIENT: City of Camas, Washington

CLIENT'S ADDRESS: 616 NE 4th Avenue, Camas, WA 98607

CLIENT requests and authorizes CH2M HILL ENGINEERS, INC. (hereinafter "CH2M") to perform the following Services:

Scope of Services

The description of services is provided in Attachment 1 – Scope of Work, Local Limits Development Plan.

Compensation

Compensation by CLIENT to CH2M will be on the basis of a raw labor multiplier and the estimated budget.

Schedule

The project schedule is provided in Attachment 1 - Scope of Work, Local Limits Development Plan.

Other Terms

The description of services is provided in Attachment 1 – Scope of Work, Local Limits Development Plan.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:

Signature _____

Name (printed) _____

Title _____

Date _____

CH2M HILL ENGINEERS, INC.:

Signature _____

Name (printed) _____

Title _____

Date _____

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for CH2M to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Compensation

Compensation shall be as specified with the Compensation section on Page 1.

Salary Costs

CH2M's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

Per Diem Rates

CH2M's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment

3. Subcontracts and Direct Expenses

When Services are performed on a time and materials basis, a markup of _____ percent will be applied to subcontracts and outside services and Direct Expenses will be billed at actual cost. 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: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M's current standard rate charges for direct use of CH2M's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M's standard project charges for computing systems, and health and safety requirements of OSHA, MSHA and similar requirements as set forth in CH2M's rate schedule.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M's compensation when invoicing CLIENT.

4. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M will be on a basis of experience and judgment, but, since CH2M has no control over market conditions or bidding procedures, CH2M cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

5. Standard of Care

The standard of care applicable to CH2M's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M's services are performed. CH2M will re-perform any services not meeting this standard without additional compensation subject to CLIENT providing CH2M written notice of such non-conformance within one year from the date of completion of the services hereunder. CLIENT's sole remedy for CH2M's breach of this standard of care is the re-performance of those Services directly related to such breach up to the limit of remedy set forth in this Agreement. CH2M will not be responsible for the cost of any construction rework or replacement.

NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IS INTENDED IN OR BY THIS AGREEMENT.

6. 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. On termination, CH2M 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.

7. Payment to CH2M

Monthly invoices will be issued by CH2M for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

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. No interest will accrue on any disputed portion of the billing until mutually resolved.

8. Limitation of Liability

CH2M's liability for CLIENT's damages 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 provided will apply whether CH2M'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 CH2M's officers, affiliated corporations, employees, and subcontractors.

9. 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.

10. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M and has no third party beneficiaries except as provided in Provision 12.

11. 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 CH2M is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M.

12. 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.

13. 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 or in response to CH2M's proposal, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT and this AGREEMENT shall govern all Services.

14. Force Majeure

If performance of the Services is affected by causes beyond CH2M's reasonable control, project schedule and compensation shall be equitably adjusted.

15. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

16. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

17. Indemnification

CH2M agrees to indemnify CLIENT from any claims, loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CH2M, its employees, affiliated corporations, officers, and subcontractors in connection with the PROJECT.

CLIENT agrees to indemnify CH2M from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CLIENT, its employees, or agents in connection with the PROJECT.

18. Waiver of Damages

In no event shall CH2M, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M's performance or non-performance of services pursuant to this Agreement. Limitations of liability provided in this paragraph apply whether the liability is claimed to arise in contract, tort (including negligence), strict liability, or otherwise.

19. Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of CH2M, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. CLIENT agrees to indemnify CH2M and its officers, employees, subcontractors and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

20. Access to Facilities and Property

CLIENT will make its facilities (or any third party property) accessible to CH2M as required for CH2M's performance of its services and will provide labor and safety equipment as required by CH2M for such access. CLIENT will perform, at no cost to CH2M, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with CH2M's services.

21. Client-Furnished Data

CLIENT will provide to CH2M all data in CLIENT's possession relating to CH2M's services on the PROJECT. CH2M will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

22. Ownership of Work Product and Inventions

All of the work product of CH2M in executing the Services shall remain the property of CH2M. CLIENT shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the Services shall remain the property of CH2M.

23. Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of CH2M.

24. Restrictions

The terms of this Agreement shall not be valid for staff augmentation, remediation activities, materials procurement or construction services. This agreement is not intended to create an agency relationship between the parties. Additional provisions may be negotiated as required for those services.

Attachment 1

Scope of Work

Local Limits Development Plan – City of Camas, Washington

Background & Objectives

The City of Camas has requested CH2M to provide consulting services to the City of Camas (City) to help the City develop a Local Limits Development Plan, assist with monitoring treatment plant influent and effluent for priority pollutants, help the City effectively engage and communicate with its Industrial Users, which are all part of compliance with the City's NPDES Permit for the Camas Wastewater Treatment Plant (WWTP). Section S6 F.1 of the City's NPDES Permit No. WA0020249 states:

The Permittee shall develop and codify local limits for the follow pollutants and any other which the initial screening shows may adversely affect the POTW: Antimony, Arsenic, Cadmium, Chromium (both total and hexavalent), Copper, Cyanide, Fluoride, Total Petroleum Hydrocarbons, FOG (Fats, Oil and Grease), Lead, Mercury, Molybdenum, Nickel, pH, Selenium, Silver, Sulfate, Total Dissolved Solids, and Zinc (20 total). The Permittee shall also establish either limits or a strategy for controlling non-domestic loadings of compatible pollutants: BOD, TSS, and Ammonia through loading allocations, surcharges, or similar means.

The Permittee shall follow the methodology described in Ecology Publication: Guidance Manual for Developing Local Discharge Limits, Ecology Publication 11-10-056 to develop local limits for the protection of its treatment works on the following schedule:

*1. The Permittee shall provide a **local limits development plan by July 15, 2017**. The Permittee shall perform an initial screening of their influent and effluent of all pollutants listed in Appendix A of this permit to determine which if any pollutants in addition to the 20 pollutants listed above are of potential concern to POTW processes and receiving waters. The Permittee must submit the results of this initial screening and the proposed list of pollutants of concern based on the test results to Ecology by December 1, 2017.*

The following scope of work includes development of the local limits development plan per the permit requirements listed above. Additional tasks including will be completed under a future scope of work.

Schedule

Assuming that CH2M receives notice to proceed by April 10, 2017, CH2M will deliver the draft Local Limits Development Plan within six weeks, by May 22, 2017. Allowing up to two weeks for City review and assuming one consolidated set of City comments is received by June 5, 2017, CH2M will finalize the draft Plan based on City comments and prepare a final draft Local Limits Development Plan for submittal to Ecology no later than July 15, 2017. This schedule allows up to six weeks for development of the final document.

The schedule for the work included in this scope allow for an accelerated schedule, which is recommended due to the often lengthy regulatory processes.

General Project Assumptions

1. The City will be responsible for the timely collection of comments from reviewers, and resolving conflicting comments, and shall submit one set of consolidated comments to CH2M for each deliverable.
2. CH2M will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
3. The scope of work described herein does not include development of a screening protocol and list of pollutants of concerns (POCs), sampling assistance, assistance with engagement of the City's Industrial Users, data and regulatory review, or development of local limits allocations and associated support. A separate or amended scope of work and agreement will be required to complete these tasks.

Task 1 – Project Management

CH2M's project manager Erin Thatcher will perform the following project management tasks:

- Project set-up and project closure.
- Communicate regularly with the City's project manager as needed but no less frequently than every other week, and will maintain an action item and decision log as appropriate for the project.
- Prepare and submit a monthly invoice and brief progress report.
- Manage change: Monitor project for potential changes, anticipate changes whenever possible, and with City approval, modify Project tasks, task budgets, and approach to keep the overall project within budget and on schedule.

Task 1 Deliverables

1. Three (3) monthly invoices with progress reports including a narrative of the work completed and estimated percent complete under each task.

Task 2 – Prepare Local Limits Development Plan

The purposes of establishing local limits are several – but primarily are used to protect against the discharge of pollutants and at a quantity or rate that cause the POTW to violate water quality standards, impair beneficial use of biosolids, threaten worker safety or the public. Per Ecology's guidance, local limits are established by estimating safe loadings of pollutants to the treatment works, and then dividing available capacity over the non-domestic dischargers and establishing limits to prevent adverse effects at the point of discharge to the collection system.

CH2M will develop a Local Limits Development Plan that considers the unique Significant Industrial Users present in the service area, the particulars of unit processes at the Camas WWTP, and the water quality characteristics of the effluent diffuser mixing zone in the Columbia River, and the City's biosolids beneficial use program.

Task 2 Deliverables

1. Draft Local Limits Development Plan (electronic submittal to the City – Microsoft Word document and Adobe pdf).
2. Final Draft Local Limits Development Plan for submittal to Ecology (electronic submittal only – Adobe pdf).
3. Written responses to Ecology review comments of the Final Draft Plan (electronic submittal only).

4. Final Local Limits Development Plan (2 hard copies for the City; 1 hard copy for Ecology).

Cost

CH2M proposes to perform the services described for this scope of work for a not-to-exceed amount of \$14,584 per the following table:

Table 1. Fee Estimate			
Task	Labor Cost	Expenses	Total
Task 1 – Project Management	\$1,985	\$--	\$1,985
Task 2 – Prepare Local Limits Development Plan	\$12,549	\$50	\$12,599
Total	\$14,534	\$50	\$14,584

Labor will be billing at a 3.2 multiplier on raw salary costs.