



City of Colville Municipal Services
170 S. Oak, Colville, WA 99114

**COLVILLE CITY COUNCIL
AGENDA ITEM BRIEFING SHEET**

Meeting Date: March 14, 2017

Contact: Mayor Lou Janke

Topic or Problem Statement: 2017 Agreement - Applied Solutions, LLC

Type of Briefing:

Information Only Discussion Only Decision Needed

Background of Situation:

The City has an annual agreement with Applied Solutions, LLC for SCADA (supervisory control and data acquisition) system integration, programming, and maintenance for the water/sewer system and wastewater treatment plant.

Goals and Objectives: i.e., CFP, Comprehensive Plan, Safety, etc.

The City of Colville's telemetry system is vital to provide water and wastewater services. Continued upgrades and integration include Reservoir 3, lift station integration (only 2 of the 5 lift stations are integrated into the telemetry system), and system maintenance.

7. Colville has a strategic plan outlining a vision for the future.
8. Colville will strive to maintain and upgrade our infrastructure and assets while planning for improvements and replacements.

Evaluate Alternatives or Options/Consequences of Inaction:

Telemetry systems need programming and maintenance to keep up with today's rapidly changing technology. Failure to approve this agreement will negatively impact the productivity of the telemetry system.



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Funding Needed and Recommended Source (BARS #):

Professional Services

Reservoir 3	\$16,000	401-010-003-594-34-41-00
Water/sewer maintenance	\$ 7,000	401-000-000-538-18-41-00
Wastewater maintenance	\$ 4,000	401-410-000-538-18-41-00

Attachments:

Agreement for Professional Services
Man hour break down

Recommended Action with Justification:

Authorize the Mayor to sign the agreement with Applied Solutions, LLC for a total contract cost not to exceed \$27,000.

CONTRACT FOR PROFESSIONAL SERVICES

Between

CITY OF COLVILLE
170 SOUTH OAK
COLVILLE, WA 99114
(Hereinafter referred to as COLVILLE)

And

APPLIED SOLUTIONS, LLC
104 S Freya, Orange Flag Bldg, Suite 314A
Spokane, WA 99220
(Hereinafter referred to as ENGINEER)

In consideration of the promises and conditions contained herein, COLVILLE and ENGINEER do mutually agree as follows:

1.0 SCOPE OF SERVICES

ENGINEER shall perform the following services to the satisfaction of COLVILLE MUNICIPAL SERVICES ADMINISTRATOR or his designee:

1.1 Provide Engineering Services for SCADA System on an hourly basis as requested by the City of Colville.

2.0 OWNER RESPONSIBILITIES

2.1 In consideration of ENGINEER'S satisfactory performance of the responsibilities set forth herein, COLVILLE shall compensate the ENGINEER as follows:

- | | | |
|----|--------------------------|--------------|
| a. | SCADA System ENGINEERING | \$97.00/hour |
| b. | Expenses | Cost + 5% |

2.2 Total cost shall not exceed **\$27,000.00** without prior written approval of the COLVILLE CITY MAYOR. Cost breakdown will include \$4,000 for WWTP maintenance, \$7,000 for Water/Sewer maintenance, and \$16,000 for Reservoir 3 upgrades and integration.

2.3 All payments for compensation and/or expenses to ENGINEER shall be conditioned on ENGINEER'S submission of invoices which support the performance or expenses incurred and for which payment is requested. Invoices shall be submitted on completion of assigned tasks, or monthly as applicable. Approval of all compensation and/or expense claims shall be conditioned on ENGINEER'S performance of responsibilities stated in paragraph 1.1 to the satisfaction of COLVILLE provided that such approval shall not be unreasonably withheld.

2.4 Expenses will be billed at cost + 5%, including postage, supplies, long distance telephone charges, etc. Vehicle mileage, if applicable, will be billed at the current IRS rate.

3.0 PROHIBITION AGAINST ASSIGNMENT

Neither this Agreement nor any interest may be assigned by either party without first obtaining the written consent of the other party.

4.0 INDEPENDENT CONTRACTOR STATUS OF ENGINEER

4.1 **ENGINEER** shall perform all duties pursuant to this Contract as an Independent Contractor.

4.2 **ENGINEER** certifies that it is authorized to do business in the State of Washington.

5.0 INDEMNIFICATION

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of **ENGINEER'S** performance or failure to perform duties pursuant to this Contract, shall be **ENGINEER'S** sole obligation, and **ENGINEER** shall defend, pay costs of defense, indemnify and hold harmless **COLVILLE** and **COLVILLE** employees and agents in full for any and all such acts or failures to act on the part of **ENGINEER**.

6.0 TERMINATION

6.1 This Contract may be terminated by **COLVILLE'S MAYOR** at any time, with or without reason, upon written notification thereof to **ENGINEER**. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by **ENGINEER** as of midnight of the second day following the date of its posting in the United States mail, addressed as first noted herein, in the absence of proof of actual delivery to and receipt by **ENGINEER** by mail or other means at an earlier date and/or time.

6.2 In the event of termination by **COLVILLE**, **ENGINEER** shall be entitled to equitable pro ration of the total compensation provided for herein for uncompensated services which have been performed as of termination, and to the reimbursement of expenses incurred as of termination but solely to the extent such expenses are reimbursable pursuant to the provisions of this Contract.

6.3 This Contract may be terminated by **ENGINEER** at any time, with or without reason, upon written notification thereof to **COLVILLE**. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by **COLVILLE** as of midnight of the second day following the date of its posting in the United States mail, addressed as first noted herein, in the absence of proof of actual delivery to and receipt by **COLVILLE** by mail or other means at an earlier date and/or time. Compensation to **ENGINEER** shall be determined as in Section 6.2 above.

6.4 In the event that this Contract is terminated as noted above, all documents relating to this project prepared by **ENGINEER** shall become the property of **COLVILLE**, and shall be forwarded to **COLVILLE** within 30 calendar days of said termination.

7.0 VERBAL AGREEMENTS

This written Contract constitutes the mutual agreement of **ENGINEER** and **COLVILLE** in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

8.0 ANTI-KICKBACK PROVISION

ENGINEER warrants to **COLVILLE** that this Contract was entered into independently, and that there are no contingent fees or kickbacks associated thereto from any party, and that **ENGINEER** has no conflict of interest relating to this Contract.

9.0 LITIGATION

9.1 In the event that litigation or other proceedings arise in relation to this Contract, the party that does not substantially prevail shall pay to the party that does substantially prevail, in addition to those sums that either party may be called upon to pay, a reasonable sum for the substantially prevailing party’s attorney fees. A party shall not be deemed to be a substantially prevailing party if the recovery, exclusive of costs, does not exceed the amount offered in settlement by the other party.

9.2 In the event that litigation or other proceedings arise in relation to this Contract, the venue for such proceedings shall be Stevens County, Washington.

10.0 APPLICABLE LAW

The laws of the STATE OF WASHINGTON shall govern this Contract.

11.0 NONDISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, sex or handicapping condition be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activity performed pursuant to this Contract.

12.0 CONFLICT OF INTEREST

Not applicable.

13.0 INSURANCE REQUIREMENTS

13.1 **ENGINEER** shall procure and maintain insurance to the limits set forth below, for protection from claims under Workers Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from. **ENGINEER** shall list **COLVILLE** as an additional insured on **ENGINEER’S** general liability insurance policy.

13.2 Limits of Liability

a.	Workers’ Compensation:	Statutory
b.	Employer’s Liability:	\$1,000,000
c.	<u>General Liability:</u>	
	General Aggregate:	\$1,000,000
	Each Occurrence (Bodily Injury and Property Damage:	\$1,000,000
d.	<u>Excess Umbrella Liability:</u>	
	Each Occurrence:	NA
	General Occurrence:	NA
e.	<u>Automobile Liability:</u>	
	Bodily Injury:	
	Each Person:	\$1,000,000
	Each Accident:	\$1,000,000
	Property Damage:	
	Each Accident:	\$1,000,000

14.0 EFFECTIVE DATE - DURATION

This Contract shall commence on the date this contract is signed by the Mayor, and shall expire at midnight on the **31st of December 2017**, with the sole exception of Section 5.0 (Indemnification) that shall continue to bind the parties, their heirs and successors. **ENGINEER** shall be allowed a reasonable extension of time upon the existence of a reasonable unforeseen circumstance not caused by any act or failure to act of **ENGINEER**, which renders the timely completion of the services impractical.

IN WITNESS WHEREOF, **COLVILLE** and **ENGINEER** have executed this Contract consisting of four pages.

OWNER

APPLIED SOLUTIONS ENGINEER

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

DATE: _____

DATE: _____

Address for giving notices:

Address for giving notices:

City of Colville
170 S Oak
Colville, WA 99114

Applied Solutions
PO Box 40194
Spokane, WA 99220

City Of Colville 2017 Agreement Worksheet

WWTP Maintenance

Engineering	4	9	\$ 97.00	\$ 3,492.00
Expenses				\$ 508.00

\$ 4,000.00

Water/Sewer Maintenance

Engineering	7	9	\$ 97.00	\$ 6,111.00
Expenses				\$ 889.00

\$ 7,000.00

Reservoir #3 Upgrade

Design Assistance	2.5	8	\$ 97.00	\$ 1,940.00
Submittal Review	1	8	\$ 97.00	\$ 776.00
PLC Programming	3	8	\$ 97.00	\$ 2,328.00
SCADA App Development	3	8	\$ 97.00	\$ 2,328.00
Construction Meetings	4	6	\$ 97.00	\$ 2,328.00
Startup	3	9	\$ 97.00	\$ 2,619.00
Training	1	8	\$ 97.00	\$ 776.00
Expenses				\$ 2,905.00

\$ 16,000.00

Total \$ 27,000.00