

RESOLUTION NO 11-045

A RESOLUTION OF THE CITY OF ROSLYN, WASHINGTON, AUTHORIZING A CONTRACT WITH GRAY & OSBORNE FOR SERVICES RELATED TO THE WATER SYSTEM COMPREHENSIVE PLAN UPDATE

WHEREAS, the City of Roslyn has a Water System Comprehensive Plan that will expire on March 17, 2012 and needs to be updated; and

WHEREAS, Gray & Osborne Engineers put the last plan together and has a knowledge of Roslyn's water systems; and

WHEREAS, representatives of the City of Roslyn, Gray & Osborne, the Department of Health, and the Department of Ecology held a pre-plan conference to determine the level of work necessary to complete the update; and

WHEREAS, Gray & Osborne has submitted an acceptable proposal to assist Roslyn staff with the update;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSLYN, WASHINGTON, AS FOLLOWS:

Section 1. The Mayor Pro-tem is authorized to enter into the attached contract with Gray & Osborne for services relating to the update of Roslyn's Water System Comprehensive Plan.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF THE 13TH DAY OF DECEMBER, 2011.



Cordy Cooke, Mayor Pro-Tem

ATTEST:



Amber Shallow, Clerk-Treasurer

Approved as to form:



Margaret J. King, City Attorney

PROFESSIONAL SERVICES AGREEMENT
City of Roslyn and Gray & Osborne, Inc.

This Agreement is entered into by and between the City of Roslyn, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "the City," and Gray & Osborne, Inc., hereinafter referred to as "the Contractor," whose principal office is located at 701 Dexter Ave, North Suite 200, Seattle WA 98109.

WHEREAS, the City has determined the need to have certain services performed for its citizens; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

2. Compensation and Method of Payment. The City shall pay the Contractor for services rendered within fifteen (15) days after City Council voucher approval in the form set forth on Exhibit "B" attached hereto and incorporated herein by this reference. The City shall pay Contractor for services provided pursuant to this Agreement the, not to exceed, sum of up to \$25,250.00., which sum shall include all costs expended by Contractor in performing such services. The Contractor shall complete and return Exhibit "C," Taxpayer Identification Number, to the City prior to or along with the first billing voucher submittal.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing December 14, 2011, and ending November 30, 2012, unless sooner terminated under the provisions hereinafter specified.

4. Ownership and Use of Documents. All documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

5. Independent Contractor. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of

employer and employee between the parties hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.

6. Indemnification. The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the Contractor shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorneys' fees.

7. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Contractor's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Contractor.

8. Termination. This Agreement may at any time be terminated by the City upon giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same.

9. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

10. Assignment and Subcontract. The Contractor shall not subcontract any services contemplated by this Agreement without the prior written consent of the City.

11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

12. Notices. Notices to the City of Roslyn shall be sent to the following address:

City Clerk-Treasurer
City of Roslyn
P.O. Box 451
Roslyn, Washington 98941
Phone number: 509-649-3105

Notices to the Contractor shall be sent to the following address:

Gray & Osborne, Inc.
701 Dexter Avenue, North Suite 200
Seattle, WA 98109
Phone: (206) 284-0860

13. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit.

CITY OF ROSLYN, WASHINGTON

GRAY & OSBORNE, INC.

By: C Cooke
Cordy Cooke, Mayor Pro-tem

By: _____

Date: 12/21/2011

Date: _____

Attest/Authenticated:

Amber J Shallow
Amber Shallow, City Clerk-Treasurer

Approved As To Form:

Margaret J. King, City Attorney

EXHIBIT "A"

See attached 7 page document from Gray & Osborne, Inc. with footnote G&O
#20117.35 as a document identifier.

EXHIBIT B

City of Roslyn
Billing Voucher

To: City of Roslyn
100 E Pennsylvania Ave
P.O. Box 451
Roslyn, WA 98941
Phone number: 509-649-3105
Fax number: 509-649-3174

Contractor: Gray & Osborne, Inc.
Mailing Address: 701 Dexter Ave, North Suite 200, Seattle WA 98109

Specific Program: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Invoice Number: _____ Date of Invoice: _____

Authorized Signature

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this	
Contract to date	\$ _____
Balance remaining	\$ _____

Note: If applicable, submit a separate voucher for each program which is funded by your City of Roslyn contract.

For Department Use Only

Approved for Payment:

_____ Date: _____

EXHIBIT C

City of Roslyn
100 E Pennsylvania Ave
P.O. Box 451
Roslyn, WA 98941

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Roslyn, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Roslyn before or along the submittal of the first billing voucher.

Please check the appropriate category:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Government	
<input type="checkbox"/> Individual/Proprietor	<input type="checkbox"/> Other (please explain)

TIN#: ____-____

SS#: ____-____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

EXHIBIT A
SCOPE OF WORK
CITY OF ROSLYN
WATER SYSTEM PLAN UPDATE

Completion of the Water System Plan update for the City of Roslyn shall include the tasks detailed below.

MILESTONE 1

Chapter 1 – Water System Description

- Gray & Osborne will provide a list of requested data that must be collected from the City including water use and production records, wholesale use, water quality records, financial records, applicable City code and policies, any previous plans or studies affecting the water system, current issues, and information regarding City personnel.
- Update all service area boundaries (existing, retail, future, and water right place of use) and land use based on locations of existing facilities, topography, other existing systems, Kittitas County Growth Management Plan, and existing water system maps.
- Update water right overview (self-analysis required by Municipal Water Law will be included in Chapter 3).
- Include detailed summaries of City facilities from the 2005 Water System Plan, including source, treatment plant, reservoir, control valves, transmission mains, and distribution system components including SCADA and controls. Describe recent repairs to the Domerie Creek Impoundment.
- Coordinate with the City to acquire or develop updated existing water system base map in CAD and/or GIS format.
- Determine condition of the existing system through review of existing maintenance records, discussion with City staff, and field inspection.
- Review existing planning documents, engineering reports, and other information developed since the previous Water System Plan to update the history of the system and water system capacity.

- Provide a discussion of service area policies. Develop a clear policy regarding service to areas outside of Roslyn's corporate limits.

Chapter 2 – Basic Planning Data and Demand Forecast

- Update population projections by service area based on the City's planning data, Census data, and OFM numbers.
- Determine existing average day, maximum day, and maximum instantaneous demands for the service area.
- Determine existing water needs and use by customer type, including average day, maximum day, and maximum instantaneous demand flows within each pressure zone, as well as seasonal variation by customer class.
- Identify distribution system leakage and incorporate into the projected demands.
- Calculate existing and future service area water demands.

Chapter 3 – System Analysis

- Document Water Quality:
 - Summarize source water quality data from City documents;
 - Compare the water quality to federal and state standards, and the water quality criteria developed in Performance and Design Criteria;
 - Review, assess, and describe anticipated requirements of the Safe Drinking Water Act and the anticipated impacts to the City; and
 - Describe the City's efforts to satisfy customer concerns and complaints about water quality.
- Summarize the minimum performance, reliability, and design criteria established by DOH, Ecology, and the City. The criteria will assess relative to the current and projected demands identified in Chapter 2 for the following system components:
 - Source,
 - Storage facilities, and
 - Distribution system facilities.

- Complete Source Evaluation:
 - Water rights self-analysis, and
 - Evaluate condition and capacity of existing facilities.
- Complete Storage Analysis:
 - Define overall storage capacity for the planning period relative to DOH standards for:
 - Dead storage,
 - Operational storage,
 - Standby storage,
 - Equalization storage, and
 - Fire suppression storage; and
 - Evaluate condition of existing facilities.
- Document treatment system performance.

MILESTONE 2

Chapter 4 – Hydraulic Analysis

Include the distribution system/hydraulic analysis from the 2005 Plan, including fire flow and peak hour results since there have been no changes to the distribution system or system demands since the last plan.

Chapter 5 – Water Use Efficiency

- In cooperation with City staff, document the Water Use Efficiency Program in compliance with the latest DOH/Ecology requirements and general format.
- Indicate current conservation and efficient water use programs and estimate their impacts on future water demand.
- Assess and modify goals and measures for water use efficiency.
- Assess water supply and demand characteristics including seasonal concerns.
- Calculate future water savings based on goals and measures.

Chapter 6 – Watershed Control Program

- Update the Watershed Control Program pursuant to DOH guidelines if there have been any changes in land use, ownership, or potential contaminants within the watershed.
- Describe the watershed, characterize the watershed hydrology, and discuss the City's potential to control watershed activities using existing watershed information.
- Inventory conditions or activities in the watershed control area that may adversely impact source water quality.
- Provide recommendations for improved watershed control.

MILESTONE 3

Chapter 7 – Operation and Maintenance Program

- Update organization and certification as needed:
 - Organizational chart listing personnel and responsibilities, and
 - Current certification requirements and DOH compliance status.
- Update major system components and outline maintenance and responsible personnel as needed.
- Update Routine and Preventive Maintenance Programs as needed:
 - Maintenance practices and inspection routines,
 - Routine and preventive maintenance programs, and
 - Routine maintenance recording forms.
- Update Water Quality Monitoring Program as needed:
 - Existing monitoring program and water quality data;
 - Safe Drinking Water Act requirements;
 - City's water quality monitoring schedule;
 - DOH reporting requirements;
 - Press release and boil water notice language in the event of bacterial contamination and other applicable public notification;

- Update the City's monitoring programs for coliform, inorganic chemicals, and organic chemicals per DOH requirements; and
- Update the coliform monitoring sampling map.
- Update Emergency Response Plan as needed:
 - Summarize natural and manmade hazards, and
 - Summarize preparedness planning including communications charts and emergency notification forms as appropriate for each hazard.
- Update Cross Connection Control Program as needed:
 - Document number and types of existing backflow prevention devices currently in service in the Roslyn water system from City records,
 - Review City code and conditions of service for adequacy of City authority over cross connection control,
 - Document the City's recordkeeping procedures for cross connection control, and
 - Review the City's existing Cross Connection Control Program elements relative to AWWA PNWS Cross Connection Control Manual guidance and recommend any improvements needed in the City's program.

Chapter 8 – Capital Improvement Plan

- Develop a prioritized list of system deficiencies and needs, including operation, maintenance, and emergency planning.
- Describe, assess, and justify detailed alternatives to correct system deficiencies and accommodate projected growth, including cost analyses.
- Develop a service area map that locates proposed improvement alternatives.
- Prepare detailed engineering cost estimates for each system improvement.

Chapter 9 – Financial Program

- Describe and assess the current financial status of the utility.
- Project water utility revenues and expenses for the 6-year planning period.

- List and discuss the available and potential revenue sources for system improvements.
- Assess the City's capability to obtain potential sources of revenue.
- Assess the impact of the financial program relative to existing water rates.

Other

- Include appendix with updated distribution facilities design and construction standards provided by the City.
- Prepare concurrency documentation to submit to City and Kittitas County Planners and the CWSP Administrator to obtain consistency reviews (MWL requirement).
- Address DOH, County, and adjacent purveyor comments.
- Attend review meetings with City staff for each milestone, one public meeting, and one City Council workshop as necessary to update the Water System Plan.
- Printing costs include the cost for printing five review copies of each milestone and the final plan for the City, and the necessary number of copies for agencies and adjacent purveyors. Printing costs for additional copies will be passed on to the City.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Roslyn - Water System Plan Update

Tasks	Project Mgr. Hours	Project Eng. Hours	GIS Tech. Hours
Chapter 1 - Water System Description	1	8	24
Chapter 2 - Basic Planning Data and Demand Forecast	1	20	
Chapter 3 - System Analysis	2	30	
Chapter 4 - Hydraulic Analysis			
Chapter 5 - Water Use Efficiency	1	20	
Chapter 6 - Watershed Control Program	1	12	
Chapter 7 - Operation and Maintenance Program	1	8	
Chapter 8 - Capital Improvement Plan	2	24	
Chapter 9 - Financial Program	2	22	
Other Documents		8	
Public Meeting	6	6	
QA/QC	8	8	
Hour Estimate:	25	166	24
Estimated Hourly Rates:	\$46	\$38	\$23
Direct Labor Cost	\$1,150	\$6,308	\$552

Subtotal Direct Labor:	\$ 8,010
Indirect Costs (171%):	\$ 13,697
Total Labor Cost:	\$ 21,707
Fee (15%):	\$ 3,256
Subtotal Labor & Fees:	\$ 24,963
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.55/mile)	\$ 287
TOTAL ESTIMATED COST:	\$ 25,250

**City of Roslyn
Water System Plan
Schedule**

January 2012	Contract Finalization
January 2012	Request for Information from City
March 2, 2012	Milestone 1: Submission of Chapters 1, 2, and 3 to City
March 16, 2012	City Review of Milestone 1 and submission of City comments to Gray & Osborne
May 11, 2012	Milestone 2: Submission of Chapters 4, 5, 6, and 7 and corrected chapters from Milestone 1
May 25, 2012	City Review of Milestone 2 and submission of City comments to Gray & Osborne
June 29, 2012	Milestone 3: Submission of CIP Chapter and corrected chapters from Milestone 2
July 13, 2012	City Review of Milestone 3 and submission of City comments to Gray & Osborne
August 3, 2012	Milestone 4: Submission of Financial Chapter and corrected chapters from Milestone 3
August 10, 2012	City Review of Milestone 4 and submission of City comments to Gray & Osborne
August 31, 2012	Submittal of draft Water System Plan to DOH for review and to adjacent purveyors for comment
November 16, 2012	Deadline for Submittal of draft WSP to DOH in order to maintain Green Operating Permit
November 30, 2012	Receipt of DOH comments
January 30, 2013	Concurrency and Approval by Kittitas County
January 30, 2013	City approval contingent on DOH approval
January 30, 2013	Submission of Final Plan to DOH