

RESOLUTION NO 12- 023

A RESOLUTION OF THE CITY OF ROSLYN, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GRAY & OSBORNE, INC.

WHEREAS, the existing water transmission line crossing the Cle Elum River is in need of replacement; and

WHEREAS, Gray & Osborne has prepared the City's 2005 Water System Plan, which identified the project, and is very familiar with the City's water distribution system; and

WHEREAS, DWSRF has authorized \$475,609 in low interest loan funds to complete this work; and

WHEREAS, Gray & Osborne has submitted an acceptable proposal to prepare the pre-design report.

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

Section 1. The Mayor is authorized to enter into the attached contract with Gray & Osborne for services relating to the Transmission Main Bridge Crossing Pre-Design Report.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF THE 14TH DAY OF AUGUST, 2012.



Neal R. Lockett, Mayor

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 Avenue North, Suite 200, Seattle WA.

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 \$14,980.00, 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 August 15, 2012, and ending February 15, 2013, 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: 509-649-3105

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

Attn: Tom Zerkel
Gray & Osborne, Inc.
701 Dexter Ave N, 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: _____
Neal R. Lockett, Mayor

By: _____
Tom Zerkel

Date: _____

Date: _____

Attest/Authenticated:

Amber Shallow, City Clerk-Treasurer

Approved As To Form:

Margaret J. King, City Attorney

EXHIBIT "A"

SCOPE OF WORK

**CITY OF ROSLYN
TRANSMISSION MAIN BRIDGE CROSSING PREDESIGN REPORT**

Project Understanding

The City has obtained DWSRF funding for replacing the existing transmission main on the bridge over the Cle Elum River. The need for the project was identified in the 2005 Water System Plan and was included in the Capital Improvement Plan within that document. Prior to the design of the project, we recommend that a predesign report be prepared to determine the design parameters. The following scope of services is proposed.

Items of Work

The following major items of work are anticipated for this project.

Pre-design Report

A predesign report is a required element for the Washington State Department of Health (DOH) approval process per WAC 246-290. The report will contain a description of the project as well as an analysis to determine the design parameters for the project, including pipe size for the existing plant and future expansion.

One significant issue that will be analyzed in the report is the method of replacing the transmission line. The existing line is located on a steel truss bridge that was constructed before 1920. While the focus of this project is solely on replacing the waterline, the City should be aware of the condition of the bridge and the future maintenance requirements involved with continued bridge use. At minimum, the bridge needs to be painted – a process that would include stripping and capturing any existing lead-based paint and recoating the entire steel structure. The wooden bridge deck was replaced in 1998 by the City and security fencing was added at that time to prevent public access.

One alternative to replacing the waterline on the bridge would be to install a new waterline using horizontal directional drilling (HDD). This method would install the new waterline under the riverbed and eliminate the need for continued use of the bridge. There are several issues with HDD that would need to be explored prior to choosing it as a construction option. Some geological conditions are not conducive to HDD. In addition, the existing pipeline has hydraulic pressures of approximately 200 psi. If HDD is used, the elevation of the pipe under the river would be significantly lower than it is at present and the pressures in the pipe could increase to approximately 250 psi. Since this pressure is higher than most applications, a careful review of pipe type is warranted for considering HDD.

The predesign report offers the best opportunity to assess the alternatives and provide the information for the City to make an informed decision. The predesign report could summarize any available geological information, review pipe limitations, discuss permitting aspects, and provide general constructability information. This information would be used to determine the feasibility of constructing each alternative, as well as a preliminary construction cost. The predesign report would include conclusions and a recommended alternative.

Scope of Work

Gray & Osborne will provide the following services in preparation of a predesign report for the transmission main bridge crossing:

1. Inquire about the availability of and obtain any readily available geological information for the bridge site. Possible sources may include the U.S. Bureau of Reclamation, Suncadia, and the State of Washington.
2. Analyze the feasibility of horizontal directional drilling (HDD) including geotechnical limitations and pipe type and material limitations. Gray & Osborne will contact HDD contractors to discuss constructability issues and feasibility.
3. Analyze and compare the construction of replacing the waterline using HDD with replacing it in-place on the bridge. The comparison will include cost, constructability, and long-term maintenance issues.
4. Recommend a preferred option based on the analysis.
5. Identify permits required for construction.
6. Provide a predesign level cost estimate.
7. The predesign report will be provided to the City as a report or technical memorandum in draft form for City review and comment. A final predesign report will be prepared based upon City review and input.

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 N, 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	\$	_____
<i>Total requested this</i>		
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: _____