

**PROFESSIONAL SERVICES AGREEMENT
FOR
BOULEVARD ROAD RESERVOIR REHABILITATION SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Gray & Osborne, Inc., a Washington corporation ("Consultant").

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of Boulevard Road Reservoir Rehabilitation Services and

B. Consultant has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Consultant shall provide the services more specifically described in Exhibit A – Scope of Work and Fee Breakdown attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than December 31, 2023 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

A. Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed Four Hundred Thirty-Three Thousand, Eight Hundred and No/100 Dollars (\$433,800.00), calculated on the basis of the hourly labor charge rate schedule for Consultant's personnel attached hereto as Exhibit A – Scope of Work and Fee Breakdown.

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, which invoice shall specifically describe the Services performed, the name of Consultant's personnel

performing such Services, the hourly labor charge rate for such personnel, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

C. Consultant Responsible for Taxes. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Contract Managers.

The Parties agree that all formal communications about this Agreement, contract deliverables, accomplishments, regulatory oversight, invoicing and requests for amendment must be coordinated directly between the Consultant and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

Consultant

Michael B. Johnson, P.E., Principal
Gray & Osborne, Inc.
1130 Rainier Ave S, Suite 300
Seattle, WA 98144-2842
(360) 292-7481
mjohnson@g-o.com

City of Olympia

Jeff Johnstone, P.E., Project Manager
City of Olympia
PO Box 1967
Olympia, WA 98507-1967
(360) 753-8290
jjohnsto@ci.olympia.wa.us

6. Compliance with Laws.

Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

7. Assurances.

The Consultant affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Consultant is an independent contractor, and that the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Consultant may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City.

9. Equal Opportunity Employer.

A. In all Consultant services, programs or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Consultant or by Consultant's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

B. In the event of Consultant's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Consultant may be declared ineligible for further agreements or contracts with the City. The Consultant, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit B – Statement of Compliance with Nondiscrimination Requirement. If the contract amount is \$50,000 or more, the Consultant shall execute Exhibit C – Equal Benefits Compliance Declaration.

10. Confidentiality.

Consultant agrees not to disclose any information and/or documentation obtained by Consultant in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Consultant will be grounds for immediate termination.

11. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

C. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

E. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

I. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

K. City's Full Access to Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement, or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

12. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Consultant in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Consultant at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Consultant.

13. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Consultant, the cost of which the Consultant is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the Consultant. If the Consultant elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Consultant. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Consultant under the terms of this Agreement in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Consultant agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Consultant shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Consultant, or which results from the failure on the part of the Consultant to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Consultant shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Consultant shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by

the parties.

14. Books and Records.

The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records owned, used, or retained by the City that meet the definition of a “public record” pursuant to RCW 42.56.010 are subject to disclosure under Washington’s Public Records Act. Should the Consultant fail to provide records created or used by Consultant in its work for the City within ten (10) days of the City’s request for such records, Consultant shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney’s fees, against the City involving such withheld records.

15. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

16. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Consultant nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Consultant desires to assign this Agreement or subcontract any of its work hereunder, the Consultant shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Consultant's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Consultant certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: _____
Steven J. Burney, City Manager

City of Olympia
P.O. Box 1967
Olympia WA 98507-1967

Date of Signature: _____

APPROVED AS TO FORM:

Mark Barber
City Attorney

I certify that I am authorized to execute this Agreement on behalf of the Consultant.

GRAY & OSBORNE, INC.

By: *Michael B. Johnson*
Michael B. Johnson, P.E., Principal

Gray & Osborne, Inc.
1130 Rainier Ave S, Suite 300
Seattle, WA 98144-2842
(360) 292-7481

Date of Signature: 03/10/2022

EXHIBIT A
SCOPE OF WORK
CITY OF OLYMPIA
BOULEVARD RESERVOIR REHABILITATION PROJECT

PROJECT OVERVIEW

The City of Olympia would like to design a rehabilitation project for the Boulevard Reservoir. The reservoir is a 2.4 MG welded steel reservoir that was constructed in 2001. The proposed project will include seismic retrofits, recoating the interior and exterior, and improvements to reservoir appurtenances that were identified in previous assessment reports completed for this reservoir. We understand that as the first step in the design, the City would like to complete a predesign analysis to confirm design components and estimated costs for the project. Potential project components include the following:

1. Seismic retrofits (including flexible piping connections);
2. Tank recoating;
3. Access improvements, including feasibility of adding spiral staircase and replacement of interior platform;
4. Cellular communication provisions;
5. Flexible piping connections;
6. Seismic valve;
7. Addition of a fire hydrant onsite;
8. Stormwater pond outlet improvements;
9. Water service to the adjacent vector decant facility;
10. Fencing modifications and access road changes to isolate cellular ground equipment from the site. Installation of electric gate operator if possible;
11. Replace vault lids/hatches to be H20 rated.

SCOPE OF WORK

Gray & Osborne has prepared the following scope of work for this project. We proposed to use PanGEO to assist with geotechnical consulting and Evergreen Coating Consultants to assist with coating design and construction oversight. These scopes are attached.

Task 1 –Predesign Services

1. Provide Project Management

Provide comprehensive project management of the Predesign phase of the project. This task will include coordinating and managing the schedule and budget for the consultant team, including subconsultants. A project schedule will be developed and the City will be provided with monthly progress updates. This task will also

include coordination with other project stakeholders and regulatory agencies and assistance with the City's public communication program.

2. Review Background Information

Review previous reports and record drawings.

3. Complete Preliminary Design Analysis

Complete field inspection of the reservoir and complete preliminary design analysis. Gray & Osborne will provide the following services to support completion of this task.

a. Identify Deficiencies and Evaluate Potential Improvement Alternatives

Characterize deficiencies and identify improvement alternatives. Any related reservoir component deficiencies (such as piping, drains, vents, access, and security) will also be identified. Evaluate options and identify estimated costs.

b. Prepare Draft Predesign Report

Prepare a draft Predesign Report for the project. The report will document the findings of the seismic analysis, incorporate the alternatives analyses for correcting identified deficiencies and document proposed improvements. The Predesign Report will meet the requirements of WAC 246-290-110 for a project report. The draft report will be submitted to the City for review. We will meet with City staff to review the report.

c. Prepare Final Predesign Report

Address any review comments provided by the City and prepare a final Predesign Report for the project.

4. Complete QA/QC Review

Conduct Quality Assurance/Quality Control reviews of the Pre-Design Report.

5. Attend Meetings

Attend meetings with City staff and project stakeholders during the Pre-Design phase. The following meetings have been anticipated:

- Project Kick-off Meeting
- Predesign Report Review Meeting

Task 2 –Design Engineering Services

1. Provide Project Management

Provide comprehensive project management of the Design phase of the project. This task will include coordinating and managing the schedule and budget for the consultant team and subconsultants. The project schedule will be updated and the City will be provided with monthly progress updates. This task will also include coordination with other project stakeholders and regulatory agencies and assistance with the City’s public communication program.

2. Complete Reservoir Retrofit Design

Complete civil and structural engineering design of the Boulevard Reservoir Rehabilitation Project. This task includes completing the engineering analysis and calculations necessary to complete the design. This task also includes preparation of detailed plans, specifications, and cost estimates to adequately describe the work for a public works contractor. Gray & Osborne will provide the following services to complete this task.

a. Prepare 60 Percent Plans, Specifications, and Cost Estimate

Prepare 60 percent plans, specifications, and construction cost estimates for the project. Specifications will be prepared in CSI format with applicable City of Olympia General Conditions and contract forms. 60 percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with City staff to complete a facilitated review of the plans and specifications.

b. Prepare 90 Percent Plans, Specifications, and Cost Estimate

Prepare 90 percent plans, specifications, and construction cost estimates for the project. City comments from the 60 percent submittal will be addressed. Plans and specifications will be near completion. Specifications will be prepared in CSI format with applicable City of Olympia General Conditions and contract forms. 90 percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with City staff to review any comments.

c. Prepare Final Plans, Specifications, and Cost Estimate

Prepare final plans, specifications, and construction cost estimates for the project. City comment from the 90 percent submittal will be addressed.

Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format with applicable City of Olympia General Conditions and contract forms. Final plans, specifications, and cost estimates will be submitted to the City for regulatory approval and distribution to contractors.

d. Provide Permitting Assistance

Assist the City with applying for and obtaining the required permits for the project. It is anticipated that Gray & Osborne will take the lead and will provide engineering support for the following permit applications:

- Department of Health Project Approval
- City of Olympia Building Permit

Permit application and review fees have not been included in this scope of work. It has been assumed that these will be paid directly by the City.

3. Complete QA/QC Review

Conduct Quality Assurance/Quality Control reviews of the 30 percent, 60 percent submittal, 90 percent submittal, and final submittal for project.

4. Attend Meetings and Site Visits

Attend meetings with City staff, stakeholders, and the public during development of the plans and specifications to discuss project issues and review draft deliverables. Complete site visits and meet with regulatory agencies as necessary to coordinate the work. Prepare exhibits for communication with the public and stakeholders.

- 60 Percent Design Review Meeting
- 90 Percent Design Review Meeting
- Final Design Review Meeting
- Pre-Bid Walkthrough

5. Provide Bid and Award Services

Assist the City with the bid and award process for the project. Participate in a pre-bid walkthrough. Respond to bidder inquiries. Prepare addenda as necessary. Review bid results and bidder qualifications. Prepare an award recommendation for the City.

Task 3 –Construction Management Services

1. Provide Project Management

Provide project management services during the Construction phase of the project. This task will include coordinating and managing the schedule and budget for the project team, including subconsultants. The City will be provided with budget updates on a monthly basis. This task will also include coordination with the contractor and regulatory agencies and assistance with the City’s public communication program.

2. Provide Construction Management Services

Gray & Osborne will assist the City with management of the construction phase of the project by providing the following services:

a. Review Submittals

Review equipment, material, and plan submittals from the contractor for conformance with the Plans and Specifications. Return submittal review comments to the City. Review submittals for outages plans and coordinate with the City and Contractor to minimized water service outages and interruptions.

b. Review and Respond to Requests for Information

Review and respond to requests for information and clarifications from the contractor. Prepare any clarification drawings or design modifications necessary to complete the project. Prepare and distribute responses.

c. Review, Negotiate, and Prepare Change Orders

Review, negotiate and prepare change orders as necessary for review and approval by the City.

d. Attend Construction Meetings

Attend the preconstruction conference and regular project progress meetings to coordinate work activities with the contractor and City. It is anticipated that there will be biweekly construction meetings. Conduct site visits as necessary to review project progress and resolve construction issues. 18 meetings have been assumed.

e. Coordinate Materials Testing and Special Inspection and Review Results

Coordinate materials testing and special inspection required during construction. Review results of materials testing and special inspection for conformance with the plans and specifications. Materials testing and special inspection for the project will be conducted by our subconsultant, MTC.

f. Inspect Structural Components

Provide on-site inspection of structural components of the project as requested by the City. Eight visits have been assumed.

g. Provide Coating Inspection

Provide full time on-site coating inspection to verify surface preparation, environmental conditions, application rates, and coverage. Provide daily reports and photo documentation. 12 weeks of full time inspection (8 hours/day) have been assumed.

h. Prepare Record Drawings

Prepare record drawings in AutoCAD format based on contractor and field inspector redlines and deliver to the City.

3. Provide Startup and Testing Services

Gray & Osborne will provide the following Startup, Testing, and Training services for the project:

a. Review Startup and Testing Plans

Review startup and testing plans prepared by the construction contractor. Provide feedback to the contractor on these plans.

b. Coordinate and Assist with Startup and Testing Activities

Coordinate startup and testing activities with the contractor and City staff. Be onsite to assist with the startup and testing process.

Task 6 – Project Management Reserve

The project management reserve fund has been established to allow the City to authorize additional work tasks to address unanticipated engineering issues without executing a formal contract amendment. The City must provide prior written authorization before using any project management reserve funds.

ASSUMPTIONS

The following assumptions have been made in developing this scope of work. Preliminary engineering and alternatives analyses will be completed during preliminary design that will further define the improvements to be constructed.

1. Any additional topographic survey needed will be provided by the City of Olympia.
2. It has been assumed that a cultural resource investigation will not be required. If required by DOH DWSRF, this can be added by addendum.
3. Design review meetings will be done remotely by Zoom.
4. Construction duration is estimated to be 8 months.
5. An allowance of \$15,000 has been assumed for materials testing and special inspection.
6. The City of Olympia will provide daily construction inspection.
7. The City will review certified payrolls and complete employee wage rate interviews.

BUDGET

Based on the Scope of Work described above, the total estimated cost for engineering services is **\$433,800** as shown in the attached Exhibits B-1, B-2 and B-3.

DELIVERABLES

Deliverables will be provided in the following format:

- Electronic files will also be supplied for each deliverable.

PROJECT SCHEDULE

The anticipated project schedule is as follows:

Notice to Proceed.....	March 2022
Complete Predesign	April 2022
Complete Engineering Design.....	May 2022 – August 2022
Construct Reservoir Rehabilitation Project.....	November 2022 – June 2023

SCOPE OF WORK - EXHIBIT B

ESTIMATED PROJECT COST SUMMARY

City of Olympia - Boulevard Reservoir Rehabilitation Project

Task 1 - Predesign Services	\$32,500
Task 2 - Design Engineering Services	\$177,700
Task 3 - Construction Management Services	\$203,600
Task 4 - Management Reserve	\$20,000
Total Estimated Cost	\$433,800

SCOPE OF WORK - EXHIBIT B-1

Estimated Cost

Task 1 - Predesign Services

City of Olympia - Boulevard Reservoir Rehabilitation Project

Tasks	Principal Hours	Project Mgr. Hours	Project Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	CADD Tech. Hours
1. Provide Project Management		8					
2. Review Background Information	1	4	4	8		4	
3. Complete Preliminary Design Analysis							
a. Identify Improvements and Update Cost Estimates		4	8	16	2	8	
b. Prepare Draft Predesign Report	2	8	16	16	2	16	8
c. Prepare Final Predesign Report		2	4	4	1	4	4
4. Complete QA/QC Review	2	2	2	2		2	
5. Attend Meetings		8	4	8		4	
Hour Estimate:	5	36	38	54	5	38	12
Fully Burdened Billing Rate Range:*	\$140 to \$217	\$127 to \$217	\$120 to \$160	\$110 to \$190	\$120 to \$195	\$90 to \$144	\$50 to \$147
Estimated Fully Burdened Billing Rate:*	\$200	\$200	\$155	\$175	\$185	\$125	\$110
Fully Burdened Labor Cost:	\$1,000	\$7,200	\$5,890	\$9,450	\$925	\$4,750	\$1,320

Subtotal Labor Cost: \$ 30,535

Direct Non-Salary Cost:

 Mileage & Expenses (Mileage @ IRS Rate) \$ 180

Subconsultant:

 Coating Consultant (Evergreen Coating Consultants) \$ 1,700 (Estimated)

 Subconsultant Overhead (5%) \$ 85

TOTAL ESTIMATED COST: \$ 32,500

SCOPE OF WORK - EXHIBIT B-2

Estimated Cost

Task 2 - Design Engineering Services

City of Olympia - Boulevard Reservoir Rehabilitation Project

Tasks	Principal Hours	Project Mgr. Hours	Project Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	CADD Tech. Hours
1. Provide Project Management		16					
2. Complete Reservoir Rehabilitation Design							
a. Prepare 60 Percent Plans, Specifications and Cost Estimate	4	24	40	64	16	120	224
b. Prepare 90 Percent Plans, Specifications, and Cost Estimate	4	16	24	40	16	90	154
c. Prepare Final Plans, Specifications and Cost Estimate	4	16	16	16	4	24	56
d. Provide Permitting Assistance		4	2	16		16	16
3. Complete QA/QC Review	24	12	12	12	4	12	
4. Attend Meetings and Site Visits		12	6	12	4	6	
5. Provide Bid and Award Services		8	12	4			8
Hour Estimate:	36	108	112	164	44	268	458
Fully Burdened Billing Rate Range:*	\$140 to \$217	\$127 to \$217	\$120 to \$160	\$110 to \$190	\$120 to \$195	\$90 to \$144	\$50 to \$147
Estimated Fully Burdened Billing Rate:*	\$200	\$200	\$155	\$175	\$185	\$125	\$110
Fully Burdened Labor Cost:	\$7,200	\$21,600	\$17,360	\$28,700	\$8,140	\$33,500	\$50,380

Subtotal Labor Cost: \$ 166,880

Direct Non-Salary Cost:

 Mileage & Expenses (Mileage @ IRS Rate) \$ 560

 Printing \$ 600

Subconsultant:

 Geotechnical Review (PanGeo, Inc.) \$ 1,600

 Coating Consultant (Evergreen Coating Consultants) \$ 7,600

 Subconsultant Overhead (5%) \$ 460

TOTAL ESTIMATED COST: \$ 177,700

SCOPE OF WORK - EXHIBIT B-3

Estimated Cost

Task 3 - Construction Management Services

City of Olympia - Boulevard Reservoir Rehabilitation Project

Tasks	Principal Hours	Project Mgr. Hours	Project Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	Field Inspector Hours	CADD Tech. Hours
1. Provide Project Management		16						
2. Provide Construction Management Services								
a. Review Submittals	2	8	16	16	4	40		
b. Review and Respond to RFIs	4	32	16	32	2	24		16
b. Review, Negotiate and Prepare Change Orders	4	16	8	8		8		
d. Attend Construction Meetings		72	12	36	4	16		
e. Coordinate Materials Testing/Special Inspection and Review Results		4		16				
f. Inspect Structural Components		8		32				
g. Coating Inspection							480	
h. Prepare Record Drawings		4	4	4		16		24
3. Provide Startup Services								
a. Review Startup, Testing, and Commissioning Plans		6	6	6		6		
b. Coordinate and Assist with Startup Activities		24	4	8	4	4		
Hour Estimate:	10	190	66	158	14	114	480	40
Fully Burdened Billing Rate Range:*	\$140 to \$217	\$127 to \$217	\$120 to \$160	\$110 to \$190	\$120 to \$195	\$90 to \$144	\$93 to \$157	\$50 to \$147
Estimated Fully Burdened Billing Rate:*	\$200	\$200	\$155	\$175	\$185	\$125	\$142	\$110
Fully Burdened Labor Cost:	\$2,000	\$38,000	\$10,230	\$27,650	\$2,590	\$14,250	\$68,160	\$4,400

Subtotal Labor Cost: \$ 167,280

Direct Non-Salary Cost:

 Mileage & Expenses (Mileage @ IRS Rate) \$ 6,750

 Printing \$ 585

Subconsultant:

 Materials Testing/Special Inspection (MTC) \$ 15,000 (Estimated)

 Coating Consultant (Evergreen Coating Consultants) \$ 12,605

 Subconsultant Overhead (5%) \$ 1,380

TOTAL ESTIMATED COST: \$ 203,600

February 3, 2022
File No. P-7852

Gray & Osborne, Inc.
Attention: Mike Johnson, P.E.
1130 Rainier Avenue South, Suite 300
Seattle, WA 98144

**Subject: Proposal for Geotechnical Engineering Study
Boulevard Reservoir Seismic Retrofit, Olympia, Washington**

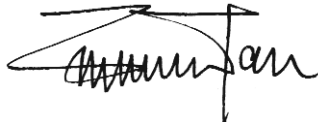
Dear Mr. Johnson:

PanGEO is pleased to submit our proposal to provide a geotechnical design parameters to assist you with the proposed seismic retrofit. Our scope of work will include reviewing as-built plans, summary logs of previous test borings completed at the site, and prepare a design memorandum outlining geotechnical design parameters for seismic site class per 2018 IBC, bearing pressure for foundation, and lateral earth pressure for buried walls. It is our opinion that the existing subsurface data is adequate and no additional subsurface explorations are proposed.

We propose to complete the scope of work for a lump sum fee of \$1,600.

Please call or e-mail if you have any questions.

Sincerely,



Siew L. Tan, P.E.
Principal Geotechnical Engineer

EXHIBIT A

SCOPE OF WORK

Evergreen Coating Engineers, LLC

Gray & Osborne, Inc.

City of Olympia Boulevard Reservoir Rehabilitation Project

Project Overview

The City of Olympia (City) would like to design Gaa rehabilitation project for the Boulevard Reservoir (Project). The reservoir is a 2.4 MG welded steel reservoir that was constructed in 2001. Gray & Osborne (G&O) is leading the project team to design and provide construction management of this Project for the City. The proposed Project will include seismic retrofits, recoating the interior and exterior, and improvements to reservoir appurtenances that were identified in previous assessment reports completed for this reservoir. Evergreen Coating Engineers' (ECE) scope of work (Scope) within the overall Project consists of the following tasks:

1. Predesign site visit;
2. Technical assistance in compiling interior and exterior coating specifications;
3. Review of Plans, Specifications, and cost estimates at the 60-percent and 90-percent design submittals;
4. Technical support during construction including review of coating-related submittals, requests for information, and construction issues as requested.

Task 1 – Pre-Design Services

1. Review Background Information and Preliminary Site Visit

Review previous assessment reports that were completed on the Boulevard Reservoir and meet with G&O onsite to review the contents of the reports and perform a general review of the structure and site. Interior condition will be reviewed based upon previous inspection and access through the roof hatch, if available.

Deliverables: Memorandum containing additional items for consideration not contained in previous assessment reports. Planning level cost estimates will be provided for work items that are coating related.

Assumptions: Only one site visit will be made. Meetings to discuss items will be performed as part of Task 2. Coating samples and lab tests will be by others. Reservoir will not be drained for an interior inspection.

Task 2 – Design Engineering Technical Support

1. Project Management

This task will include providing monthly updates and invoices along with administrative tasks, as required, to facilitate this Scope.

2. Reservoir Coating Technical Specifications and Cost Estimates

ECE will write the coating and containment technical specifications and provide in CSI format compatible with G&O's technical specifications at the 60-percent, 90-percent, and Final design stages. Cost estimates for coating and containment related bid items will be provided by ECE to G&O for inclusion in their Project cost estimates at the 60-percent, 90-percent, and Final design stages.

3. Perform Technical Review of the Contract Documents

ECE will perform an independent review the Plans and Specifications and attend a QA/QC meeting via video conferencing at the 60- and 90-percent design stages.

4. Bid and Award Assistance

Assist in preparation of addenda as necessary and provide input on bid results and bidder qualifications upon request.

Task 2 Assumptions:

No site visits are anticipated under this task. Meetings are assumed to be virtual. Up to two addenda are included. G&O to provide CADD drafting for any plan details. Design is anticipated to last approximately 8 months through Bid.

Task 2 Deliverables:

Technical specifications and cost estimates at the 60-percent, 90-percent, and Final design stages. Review comments for 60- and 90-percent designs. Monthly invoices and status updates.

Task 3 – Construction Management Support

1. Project Management

This task will include providing monthly updates and invoices along with administrative tasks, as required, to facilitate this Scope.

Assumptions: Construction is anticipated to last eight months.

Deliverables: Monthly invoices and status reports.

2. Review Submittals

Review and respond to submittals as required in Section 09970 of the specifications. Return submittal comments to G&O for delivery to the City.

Assumptions: Maximum of two reviews for each submittal required in Section 09970.

3. Review and Respond to Requests for Information (RFIs)

Assist G&O to review and respond to requests for information and clarifications from the contractor on coatings related issues.

Assumptions: Maximum of five RFI's are included in this scope.

4. Technical Assistance

Review coating inspector's daily reports and provide technical assistance on issues as requested by G&O up to the maximum hours included herein during construction.

5. Data Logger Rental and Analysis

This task includes two months of the following services. Rental of a Positector DPML data logger, with calibration certificate, that continuously records data for air temperature, surface temperature, relative humidity, and dew point at ten-minute intervals, monthly analysis of the collected data, as well as research and/or communication with coating manufacturers to support the findings of the analysis, if required. One additional analysis is included if conditions are suspected to have fallen outside of the parameters required by the product data sheet for application or curing. Also included is one virtual meeting to discuss the results with the Contractor if an issue arises.

Assumptions: City coating inspector will download the data from the logger and email the data to ECE at least every other day and locate the logger in a relevant location to the work on a daily basis.

EXHIBIT "B"
ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

Gray & Osborne, Inc.
City of Olympia Boulevard Reservoir Rehabilitation Project

Tasks	ECE Hours
Task 1 Pre-Design Services	
1. Review Background Information and Preliminary Site Visit	8
Task 2 Design Engineering Technical Support	
1. Project Management	4
2. Reservoir Coating Technical Specifications and Cost Estimates	22
3. Perform Technical Review of Contract Documents	8
4. Bid and Award Assistance	2
Task 3 Construction Management Support	
1. Project Management	4
2. Review Submittals	8
3. Review and Respond to RFIs	10
4. Technical Assistance	32
Hour Estimate:	98
Fully Burdened Billing Rate:	\$210
Fully Burdened Labor Cost:	\$20,580
Total Fully Burdened Labor Cost:	\$ 20,580
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 325
Data Logger Rental and Analysis @ \$500/month	\$ 1,000
TOTAL ESTIMATED COST:	\$ 21,905

EXHIBIT B
STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

Michael B. Johnson
Michael B. Johnson, P.E.

03/10/2022
(Date)

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

(Sole Proprietor Signature)

(Date)

**EXHIBIT C
EQUAL BENEFITS COMPLIANCE DECLARATION**

Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Consultant listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

Gray & Osborne, Inc.
Consultant Name

Michael B. Johnson
Signature

Michael B. Johnson, P.E.

03/10/2022
Date

Principal