

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
SEISMIC RETROFIT DESIGN AND CONSTRUCTION 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 seismic retrofit design and construction 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, 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, 2020. ("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 Twenty Seven Thousand Three Hundred and No/100 Dollars (\$427,300.00) calculated on the basis of the hourly labor charge rate schedule for Consultant's personnel attached hereto as Exhibit "B" – Estimated Project Cost Summary, Exhibit "B-1" – Predesign Services Estimated Cost, Exhibit "B-2" – Design Engineering Services Estimated Cost and Exhibit "B-3" – Construction Management Services Estimated Cost.

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. 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.

6. 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.

7. 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.

8. 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 C. If the contract amount is \$50,000 or more, the Consultant shall execute the attached Equal Benefits Declaration – Exhibit D.

9. 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.

10. 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 \$1,000,000 each occurrence, \$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.

11. 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.

12. 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.

13. Books and Records/Public Records.

The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all work, as well as direct and indirect costs, related to the performance of this Agreement. In addition, Consultant shall 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. All Consultant records related in any way to this Agreement shall be subject, at all reasonable times, to inspection, review, copying or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records prepared, owned, used, or retained by the City that meet the definition of a "public record" in Chapter 42.56 RCW, even if records are in the possession of the Consultant, are subject to disclosure under Washington's Public Records Act. Whether or not the records meet the definition of a public record is the City's determination. If the Consultant disagrees with the City's determination or believes the records to be subject to an exemption, the City agrees to provide the Consultant with ten (10) calendar days to obtain and serve on the City a court order specifically preventing release of such records.

Should the Consultant fail to provide records related to this Agreement to the City within ten (10) calendar days of the City's request for such records, Consultant agrees to indemnify, defend, and hold the City harmless for any public records judgment against the City for failure to disclose and/or release such records, including costs and attorney's fees. This section survives expiration of the Agreement.

14. 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.

15. 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 any number of counterparts, which counterparts shall collectively constitute the entire 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.

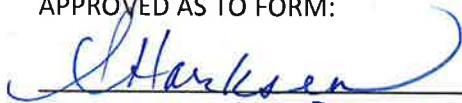
2. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

5. 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 R. Hall, City Manager  
P.O. Box 1967  
Olympia WA 98507-1967  
Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney (DCA)

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

**GRAY & OSBORNE, INC.**

By: \_\_\_\_\_  
Michael B. Johnson, P.E.  
Principal  
1130 Rainier Ave S  
Suite 300  
Seattle WA 98144-2842  
(360) 292-7481  
Date of Signature: \_\_\_\_\_

## **EXHIBIT "A"**

### **SCOPE OF WORK**

#### **CITY OF OLYMPIA ELLIOTT AND FIR STREET RESERVOIRS SEISMIC RETROFIT PROJECT**

##### **PROJECT OVERVIEW**

The City of Olympia would like to design seismic retrofits for the Elliott and Fir Street reservoirs to address seismic deficiencies. The City has previously completed assessments of these reservoirs in 2001 and 2011. The City would like to review these previous assessments and update the seismic analysis for each reservoir considering current building code requirements and the current conditions of the reservoirs. Based on these updated assessments, the City would like to design and construct seismic retrofit improvements for these reservoirs.

The 2.0 MG Elliott reservoir is a circular concrete tank with prestressed walls. Previously identified deficiencies for the Elliott reservoir include excessive roof spans, insufficient capacity for lateral force transfer at the edge of the roof diaphragm, overstress in seismic cables in the base of the wall due to passive soil pressure, and corrosion of rebar in concrete columns.

The two 2.5 MG reservoirs at the Fir Street site are rectangular with truncated corners, were originally constructed in the 1930s, and have had several phases of improvements over the years. Previously identified deficiencies for the two 2.5 MG Fir Street reservoirs include insufficient roof diaphragm reinforcing, and cracking/spalling at the top of interior concrete columns.

As part of this project, the City would also like the following reservoir accessories and appurtenances to be evaluated and improvements designed so that they can be constructed while the reservoirs are out of service for construction of the seismic retrofits:

##### Elliott Reservoir

1. The existing hatch serves as an access point, vent, and overflow. When the Department of Health completed their last sanitary survey, they requested that the vent and overflow be improved to meet current standards.

##### Fir Street Reservoirs

1. The existing vents are below grade and appear to be undersized. They need to be upgraded to meet current standards.

2. Replace the existing steel piping and valves in the McCormick Valve House.
3. If possible, install new flowmeters on the reservoir outlet lines in the McCormick Valve House. Abandon existing flowmeters on the west side of McCormick Street.
4. Evaluate the integrity of the existing reservoir liners and develop estimated costs for alternatives to eliminate leakage from the reservoirs.
5. Reposition the staff gauges in the reservoir to be consistent with the existing level sensors.

## **SCOPE OF WORK**

Gray & Osborne has prepared the following scope of work for this project.

### **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 inspections of each of the reservoirs and complete preliminary design analysis. Gray & Osborne will provide the following services to support completion of this task.

- a. Complete Inspection of the Elliott Street Reservoir

Complete a field inspection of the Elliott Street Reservoir to assess the current condition of the interior and exterior of the reservoir, review findings from previous reports, and confirm record drawing information.

b. Complete Inspection of the Fir Street Reservoirs

Complete a field inspection of the Fir Street Reservoirs to assess the current condition of the interior and exterior of the reservoirs, review findings from previous reports, and confirm record drawing information. As part of the Fir Street Reservoir inspection, ground penetrating radar will be used to determine if any voids exist under the reservoir slabs.

c. Identify Reservoir Seismic Performance Objectives

Review criticality of each reservoir and define seismic performance objectives in accordance with ASCE 41-13.

d. Complete Geotechnical Assessment of the Reservoir Sites

- Complete site-specific seismic hazard and response analysis to determine seismic design parameters by code-based methods.
- Complete seismic slope stability analysis and provided seismic earth pressure recommendations with updated seismic design parameters.
- Develop site-specific foundation bearing capacities.
- Prepare geotechnical report and meet with City to review.

e. Complete Seismic Evaluation of the Reservoirs

Complete seismic evaluations for each reservoir using defined seismic performance objectives. Check strength and deformation compatibility of all components of the reservoir in accordance with current building code requirements. Identify live load capacity for the roof of each reservoir.

f. 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 liners) will also be identified. Evaluate retrofit options using several criteria, including minimizing impact to reservoir operation and construction cost. At least two retrofit options will be generated for each deficiency.

g. 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.

h. **Prepare Final Predesign Report**

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

5. **Complete QA/QC Review**

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

6. **Attend Meetings**

Attend meetings with City staff and project stakeholders during the Predesign 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 Elliott and Fir Street Reservoirs Seismic Retrofit 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 30 Percent Plans and Cost Estimate**

Prepare 30 percent plans and construction cost estimates for the project. Plans will include preliminary civil and structural sheets including reservoir civil and structural plans and preliminary details. A specification

outline will be submitted. 30 percent plans 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.

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

Prepare 60 percent plans, specifications, and construction cost estimates for the project. City comments from the 30 percent submittal will be addressed. Plans will be provided with additional detail. 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.

c. 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.

d. 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.

e. 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.

Since the City of Olympia is receiving funding for the project through the Drinking Water State Revolving Fund (DWSRF) Program, it is anticipated that the City will need to satisfy the Investment Grade Energy Audit requirement of the DWSRF program. Gray & Osborne will work with City and DWSRF staff to determine the extent of documentation necessary.

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.

- 30 Percent Design Review Meeting
- 60 Percent Design Review Meeting
- 90 Percent Design Review Meeting
- Final Design Review Meeting
- Prebid Walkthrough
- Public Meetings (1)

5. Provide Bid and Award Services

Assist the City with the bid and award process for the Elliott and Fir Street Reservoir Seismic Retrofit project. Participate in a prebid 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.

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. 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 Start-up, 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 Start-up and Testing Activities

Coordinate startup and testing activities with the contractor and City staff. Be on-site 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. The City will drain each of the reservoirs during the pre-design evaluation to allow Gray & Osborne personnel access to the reservoirs for inspection. We understand that the Fir Street Reservoir inspections will need to occur on separate trips.
2. Topographic survey will be provided by the City of Olympia.

3. One bid package will be prepared for the project that describes the work at both reservoir sites, including McCormick Valve House improvements.
4. Construction duration is estimated to be 8 months and it is assumed that only one reservoir will be taken out of service at a time.
5. An allowance of \$20,000 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 **\$427,300** as shown in the attached Exhibit "B."

### **DELIVERABLES**

Deliverables will be provided in the following format:

- Reports – five paper copies
- Plans and Specifications – five paper copies of each submittal
- Test Reports and Other Project Documentation – three paper copies
- Record Drawings – three paper copies

Electronic files will also be supplied for each deliverable.

### **PROJECT SCHEDULE**

The anticipated project schedule is as follows:

Notice to Proceed	May 2019
Complete Predesign	May 2019 – July 2019
Complete Engineering Design	July 2019 – December 2019
Construct Reservoir Retrofit Project	March 2020 – October 2020

## EXHIBIT "B"

### ESTIMATED PROJECT COST SUMMARY

#### *City of Olympia - Elliot and Fir Street Reservoirs Seismic Retrofit Project*

Task 1 - Predesign Services	\$118,200
Task 2 - Design Engineering Services	\$181,200
Task 3 - Construction Management Services	\$112,900
Task 4 - Management Reserve	\$15,000
<b>Total Estimated Cost</b>	<b>\$427,300</b>

**EXHIBIT "B-1"**

**Task 1 - Predesign Services  
Estimated Cost**

*City of Olympia - Elliot and Fir Street Reservoirs Seismic Retrofit Project*

Tasks	Principal Hours	Project Mgr. Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	CADD Tech. Hours
1. Provide Project Management							
2. Review Background Information	1	4	4	8		4	
3. Complete Preliminary Design Analysis							
a. Complete Inspection of the Elliot Reservoir		8		8			8
b. Complete Inspection of the Fir Street Reservoir		16		16	4		16
c. Identify Reservoir Seismic Performance Objectives	2	4		8			8
d. Complete Geotechnical Assessment of the Reservoirs		2		4			
e. Complete Seismic Evaluation of the Reservoirs	2	4	8	24		40	
f. Identify Deficiencies and Evaluate Potential Improvement Alternatives	2	8	16	24	8	40	16
f. Prepare Draft Predesign Report	2	8	16	16	2	24	16
g. Prepare Final Predesign Report		2	4	4	1	4	4
4. Complete QA/QC Review	4	4	4	4		4	
5. Attend Meetings		8	4	8		4	
Hour Estimate:	13	76	56	124	15	152	36
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$103 to \$135	\$106 to \$167	\$113 to \$190	\$81 to \$130	\$48 to \$126
Estimated Fully Burdened Billing Rate:*	\$175	\$170	\$130	\$150	\$160	\$120	\$90
Fully Burdened Labor Cost:	\$2,275	\$12,920	\$7,280	\$18,600	\$2,400	\$18,240	\$3,240

Subtotal Labor Cost: \$ 64,955

Direct Non-Salary Cost:  
 Mileage & Expenses (Mileage @ IRS Rate) \$ 369

Subconsultant:  
 Geotechnical Investigation (Landau Associates) \$ 46,958  
 Ground Penetrating Radar (GPRS) \$ 3,400  
 Subconsultant Overhead (5%) \$ 2,518

**TOTAL ESTIMATED COST: \$ 118,200**

**EXHIBIT "B-2"**  
**Task 2 - Design Engineering Services**  
**Estimated Cost**

*City of Olympia - Elliot and Fir Street Reservoirs Seismic Retrofit Project*

Tasks	Principal Hours	Project Mgr. Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	CADD Tech. Hours
1. Provide Project Management							
2. Complete Reservoir Retrofit Design		16					
a. Prepare 30 Percent Plans and Cost Estimate	2	16	60	40	8	80	180
a. Prepare 60 Percent Plans, Specifications and Cost Estimate	4	16	60	40	16	80	180
b. Prepare 90 Percent Plans, Specifications, and Cost Estimate	4	16	40	24	8	60	124
c. Prepare Final Plans, Specifications and Cost Estimate	4	16	24	16	4	24	64
d. Provide Permitting Assistance		4	2	16		16	16
3. Complete QA/QC Review		16	16	16	4	16	
4. Attend Meetings and Site Visits		30	6	30		15	
5. Provide Bid and Award Services		8	12	4			8
Hour Estimate:	30	138	220	186	40	291	572
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$103 to \$135	\$106 to \$167	\$113 to \$190	\$81 to \$130	\$48 to \$126
Estimated Fully Burdened Billing Rate:*	\$175	\$170	\$130	\$150	\$160	\$120	\$90
Fully Burdened Labor Cost:	\$5,250	\$23,460	\$28,600	\$27,900	\$6,400	\$34,920	\$51,480

Subtotal Labor Cost: \$ 178,010

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ IRS Rate) \$ 437

Printing \$ 600

Subconsultant:

Geotechnical Review (Landau Associates) \$ 2,050

Subconsultant Overhead (5%) \$ 103

**TOTAL ESTIMATED COST: \$ 181,200**

**EXHIBIT "B-3"**

**Task 3 - Construction Management Services  
Estimated Cost**

*City of Olympia - Elliot and Fir Street Reservoirs Seismic Retrofit Project*

Tasks	Principal Hours	Project Mgr. Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training 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	16	36	4	24	
e. Coordinate Materials Testing/Special Inspection and Review Results		4		16			
f. Inspect Structural Components		8		32			
g. 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	70	158	14	122	40
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$103 to \$135	\$106 to \$167	\$113 to \$190	\$81 to \$130	\$48 to \$126
Estimated Fully Burdened Billing Rate:*	\$175	\$170	\$130	\$150	\$160	\$120	\$90
Fully Burdened Labor Cost:	\$1,750	\$32,300	\$9,100	\$23,700	\$2,240	\$14,640	\$3,600

Subtotal Labor Cost: \$ 87,330

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ IRS Rate) \$ 1,817

Printing \$ 600

Subcontractant:

Materials Testing/Special Inspection (MTC) \$ 20,000

Geotechnical Consultation (Lardau Associates) \$ 2,050

Subcontractant Overhead (5%) \$ 1,103

**TOTAL ESTIMATED COST: \$ 112,900**

**Exhibit "C"**

**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. Indicate below the methods you will employ to ensure that this policy is communicated to your employees, if applicable.

\_\_\_\_\_ affirms compliance with the City of Olympia's nondiscrimination ordinance and contract provisions. **Please check all that apply:**

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).  
What type, and how often? \_\_\_\_\_
- 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.  
What type of meeting, and how often? \_\_\_\_\_
- If, in addition to two of the above methods, you use other methods of providing notice of nondiscrimination, please list:  
\_\_\_\_\_  
\_\_\_\_\_
  
- If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia's nondiscrimination ordinance.

**Failure to implement 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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Print Name of Person Signing

**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 "D"***  
**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.

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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.

\_\_\_\_\_  
Consultant Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title