

City Of Woodland Council Agenda Summary Sheet

Agenda Item:

Approval of consultant contract with Gibbs and Olson for the Ranney Well Improvement Project

Agenda Item #: Action (J)

For Agenda of: May 20, 2013

Department: Public Works

Date Submitted: May 15, 2013

Cost of Item: \$96,300

Amount Budgeted: \$150,000

Unexpended Balance: \$150,000

BARS #: 408 000 000 595 10 41 00

Description: Water Treatment Pumping Project – Professional Services

Department Supervisor Approval: Public Works Department /s/ *Bart Stepp*

Committee Recommendation: Public Works Committee voted 2-0 on 5/14/13 to forward to City Council with due pass recommendation

Agenda Item Supporting Narrative (list attachments, supporting documents):

- 1) Proposed Professional Services Agreement with Gibbs and Olson
- 2) Exhibit A – Scope of Work
- 3) Exhibit B – Budget

Summary Statement:

Background:

The City has received a \$973,000 Public Works Trust Fund Loan for improving the Ranney Well. In December of 2012 Layne completed some hydrogeological testing of the area and determined that three new laterals, 150' long each, would provide more than 2,100 gpm of source water. 2,100 gpm is the current capacity of our water treatment plant. The project would also include the installation of a generator at the Ranney Well.

Project Scope:

Gibbs and Olson will provide design engineering and permitting services needed to complete the project. The scope was reviewed and agreed upon by PWD Stepp and Gibbs and Olson staff. Gibbs and Olson is a local firm with staff that has experience working on Ranney Wells which are not common in Southwest Washington. Construction is expected in early 2014.

Staff Summary and Recommendation

Staff recommends that City Council approve the consultant contract with Gibbs and Olson. Once design and permitting are completed a second contract for construction services will come before council for approval.

**PROFESSIONAL SERVICES AGREEMENT FOR
Engineering and Permitting Services for Ranney Well Improvement Project,
Gibbs & Olson, Inc.**

THIS AGREEMENT is entered into between the City of Woodland, a municipal corporation, hereinafter referred to as "the City", and Gibbs & Olson, Inc., hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with engineering design and permitting services for the Ranney Well Improvement Project.
2. Scope of Services. Consultant agrees to perform professional services services, per the scope of services attached as Exhibit "A" hereto, including the provision of all labor, materials, equipment and supplies.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement from May 2013 to May 2014.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be billed monthly for work performed under this agreement pursuant to the project scope attached as Exhibit "A". Consultant will provide invoice that includes breakdown of hours worked and expenses per the budget attached as Exhibit "B".
 - b. The total budget of this agreement will not exceed \$96,300 unless this agreement is amended and approved the City of Woodland.
 - c. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - d. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.

6. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Business License. All companies working with the City of Woodland must obtain a City of Woodland Business License prior to the City signing an agreement. Please call 360-225-8281 or go to our website www.ci.woodland.wa.us for more information.
8. Indemnification / Hold Harmless. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. This agreement shall be interpreted and construed in accord with the laws of the State of Washington.

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively "the City") against all damages, liabilities or costs, including reasonable attorneys fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors employees and sub-consultants (collectively "Consultant") against all damages, liabilities or costs, including reasonable attorneys fees and defense costs, to the extent caused by the City's negligent acts in connection with the project and the acts of its contractors, sub-contractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

The Consultant's relation to the City shall be at all times as an independent contractor.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The ENGINEER recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

9. Insurance. 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.

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 written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
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.

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.

The limits of the above section may be waived or modified as approved by the City.

Waived Modified to _____ Approved by Risk Manager _____

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to 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.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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.

10. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

11. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
12. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
13. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

14. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

15. Attorney fees: In the event of a lawsuit, arbitration or other action to interpret or enforce any provision of this agreement brought by either party, then the prevailing party shall be awarded such sum for attorney fees as a court or arbitrator may deem reasonable, together with the costs associated with such suit, arbitration or action.

16. City's Right to Terminate Contract. Should the Consultant materially breach, or fail to perform any provision of the contract, the City, after thirty days' written notice to the Consultant, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Consultant or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances and finish the work by such means as the City sees fit.

17. Notices. Notices to the City of Woodland shall be sent to the following address:
 Bart Stepp, Public Works Director
 City of Woodland
 PO Box 9; 300 E. Scott Ave.
 Woodland, Washington 98674

 Notices to Consultant shall be sent to the following address:
 Tom Gower, PE
 Gibbs & Olson, Inc.
 1405 17th Avenue, Suite 300
 PO Box 400
 Longview, WA 98632

18. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this _____ day of May, 2013

CITY OF WOODLAND

CONSULTANT

By _____
 Mayor, Grover B. Laseke

By _____

EXHIBIT A

SCOPE OF WORK CITY OF WOODLAND, WASHINGTON RANNEY WELL IMPROVEMENT PROJECT

RELATIONSHIP

For purposes of this contract, the CLIENT shall be the City of Woodland, Washington and the ENGINEER shall be Gibbs & Olson, Inc., Longview, Washington.

PROJECT DESCRIPTION

The City of Woodland utilizes a Ranney Well under the North Fork of the Lewis River as its sole source of raw water. This project is necessary to increase the capacity of the Ranney Well to supply at least 3 million gallons per day (2,100 gpm) by constructing three new laterals and cleaning the three existing laterals currently in use. This project consists of two phases each of which is briefly described below:

Phase 1 – Ranney Collector Improvements: The Ranney Well improvements will be based on the information and recommendations included in a report titled *“Hydrogeological Investigation, City of Woodland, WA”* dated February 1, 2013 prepared by Ranney Collector Wells and will include installation of three (3) new laterals each 12-inches in diameter and 150 feet in length. The report recommends that the laterals be oriented towards the river and projected at an elevation of approximately -13.0 feet. Existing laterals 1 and 3 will likely need to be plugged, grouted and cut off at the face of the caisson wall to allow for construction of the three new laterals. Existing laterals 4 and 5 may also need to be plugged, grouted and cut off at the face of the caisson. Installation of the three new laterals will also require that the existing vertical turbine pumps be raised to allow room for the lateral projection equipment, therefore, design consideration to providing raw water to the Water Treatment Plant during construction of the laterals is also necessary. Design plans and specifications for the Ranney Well improvements will need to be submitted to the Washington State Department of Health (DOH) for review and approval. It is anticipated that a SEPA checklist, an aquatics land lease from the Washington State Department of Natural Resources (DNR), a Shorelines permit and a Hydraulic Project Approval (HPA) from the Washington State Department of Fish & Wildlife (DFW) will need to be obtained to proceed to construction.

The three existing laterals to remain in services will also be cleaned as part of the Ranney Well improvements.

Phase 2 – Install new emergency generator at Ranney Well and wire existing emergency generator at the Water Treatment Plant:

Additional improvements at the Ranney Well will include installation of a new on site, standby electrical power generator. Depending on cost either an automatic transfer switch or a manual transfer switch will be installed. The generator will be sized to run either one or two pumps depending on cost. The project will include grading for a concrete slab for the generator adjacent to the Ranney Well building. It is anticipated the generator will be housed in a weather proof, lockable, sound attenuated enclosure inside a chain link fenced area on the west or south side of the Ranney

Well building. A Southwest Clean Air Agency (SWCAA) permit will be required for the generator unit at the Ranney Well.

When the City's Wastewater Treatment Plant was constructed, a new larger standby generator was installed. The existing generator was moved up to the Water Treatment Plant site but was not wired for operation. As part of this project it will be verified that the existing generator is still in good operating condition and the generator will be wired to provide standby power for the water treatment plant. The City will decide to install either a manual or automatic transfer switch based on cost. The City already has a SWCAA permit for the generator unit at the Water Treatment Plant.

PROJECT MANAGEMENT

ENGINEER shall provide project administration and project management consisting of the following:

- a. General project administration and data collection.
- b. Prepare draft project schedule, meet to review schedule with the CLIENT, adjust as necessary and prepare a final schedule.
- c. Monthly narrative progress reports during project as requested. Consult with the CLIENT to verify the general scope extent, character and schedule for the project.
- d. Prepare agendas and minutes of project meetings and distribute copies to CLIENT.

INFORMATION TO BE PROVIDED TO ENGINEER BY CLIENT

To assist in a timely and thorough preparation of the drawings and contract documents, the CLIENT shall provide the following items and services to the ENGINEER as available:

- a. As-constructed drawings and specifications of existing Ranney Well and Water Treatment Plant facilities.
- b. Current City Construction Standards.
- c. Timely response to questions and review of drawings and contract documents.

SERVICES NOT INCLUDED IN THIS SCOPE OF WORK

The following services are not included in the scope of work for these projects. ENGINEER has assumed:

- a. Geotechnical engineering work is not required.
- b. PLC programming is not included in these design services. Required PLC programming at the Ranney Well and the Water Treatment Plant will be included in the Construction Phase Engineering amendment.
- c. A SWCAA permit application for the Ranney Well generator will be completed as part of the Construction Phase Engineering amendment as the application cannot be completed until it is known what specific generator unit will be installed at the Ranney Well.

DESIGN PHASE ENGINEERING SERVICES

Design Phase – Basic Engineering

During the Final Design Phase, the ENGINEER shall:

- a. Make two site visits and have one meeting with CLIENT to determine the specifics of the design and gather background information.
- b. Prepare final design drawings and contract documents to show the general scope, extent and character of the work to be provided by a contractor hereafter called drawings and specifications which will be prepared in the Construction Specifications Institute (CSI) format. The drawings will include a cover sheet, plan and elevation drawings of the Ranney Well and the three new laterals, up to 3 detail drawings including erosion control for construction of the concrete pad for the new standby generator, electrical site plan and plan view, one line electrical and electrical detail drawings as appropriate. It is anticipated that construction requirements for the Ranney Well improvements can be shown on approximately 12 drawing sheets (measuring 22"x34"). It is anticipated that construction requirements for the WTP generator improvements can be shown on approximately 4 electrical drawing sheets (measuring 22" x 34"). The contract documents and specifications will be comprised of approximately 250 pages (8 1/2" x 11").
- c. ENGINEER will perform an in-house quality control (QC) review of the design drawings near the 50% and 90% completion stage to ensure the documents are consistent in presentation of the design information. QC review comments will be incorporated into the design.
- d. During Final Design Phase we will hold monthly progress meetings with the CLIENT to review and discuss various aspects of the work. Formal reviews will be held with the CLIENT at 50%, 90%, and 100% completion stages of the work. It is assumed that ENGINEER will participate in 5 meetings with the CLIENT as part of progress meetings and to review drawings and specifications.
- e. Prepare for review and approval by CLIENT, its legal counsel and other advisors, construction contract agreement forms, general conditions and supplementary conditions, and bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- f. Advise CLIENT of any adjustments to the latest opinion of probable total project costs caused by changes in general scope, extent, or character or design requirements of the project or construction costs. Furnish to CLIENT a revised opinion of probable total project costs based on the drawings and specifications. The opinion of probable total project cost is scheduled to be revised at the 50% submittal stage and the 90% submittal stage.
- g. Final Design Phase Deliverables include the following:
 1. Monthly progress reports
 2. Monthly schedule and budget updates
 3. Completed SEPA Checklist

4. Completed JARPA to apply for the Shorelines Permit and the HPA permit
5. Drawings for use in applying for a DNR aquaticlands lease
6. Two (2) copies of 50%, and 90% drawings and specifications
7. Three (3) copies of Final (100% complete) drawings and specifications

ADDITIONAL SERVICES OF ENGINEER DURING DESIGN

Additional Services which are included in this contract are as follows:

The CLIENT wishes the ENGINEER to perform the following Additional Services:

- a. Provide a field survey for preparation of drawings during design.
- b. Provide electrical design engineering services through a subcontract with a professional electrical engineering firm.
- c. Provide technical criteria, written descriptions and data to the CLIENT for filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design and/or construction of the project, and assist CLIENT in consultations with appropriate authorities.
 1. ENGINEER will prepare one SEPA checklists for this project for work at the Ranney Well. It is not anticipated that a SEPA checklist will be required for the standby generator work at the Water Treatment Plant. CLIENT will be responsible for making SEPA determination and for distributing SEPA checklist for Ranney Well work to required agencies and for providing public notification regarding this SEPA checklist. A Shorelines Permit is required for the Ranney Well improvements. ENGINEER will assist CLIENT in preparing and processing an application for this permit and the anticipated HPA permit. It is anticipated that the DNR will review the drawings and specifications and will likely require an aquatic lands lease to be obtained. ENGINEER will prepare the aquatic lands lease application and exhibits.
 2. CLIENT will be responsible for issuing a City of Woodland Building Permit for work at the Ranney Well.

BID AD AND AWARD AND CONSTRUCTION PHASE ENGINEERING SERVICES

Following completion of the Final Design Phase Services, and after the CLIENT and DOH have approved the final bidding documents, the ENGINEER shall prepare an amendment to this contract for future services. The amendment will include engineering work necessary to carry the project through Bid Ad and Award, construction, startup of the facilities, and closeout of the project.

EXHIBIT B - BUDGET

City of Woodland
 Ranney Well Improvements
 Design Phase Engineering Services

Budget	Principal	Engineer V	Engineer I	CAD	Land Surveyor	2 Man Survey Crew	2 Man Survey w/ GPS	Word Processor	Electrical Subcon.	Total Budget
Meetings and Project Management										
General project Admin & Progress Reports	2	12	4	0	0	0	0	0	\$0	\$2,282
Project Meetings and Site Visits	2	6	6	0	0	0	0	0	\$2,200	\$3,856
Design Phase Engineering Services										
Gather and review background information/data	0	4	10	0	4	6	2	4	\$2,200	\$5,542
Prepare 50% Drawings and Specifications	4	60	60	86	0	0	0	16	\$4,950	\$27,534
Prepare 90% Drawings and Specifications	4	60	60	86	0	0	0	16	\$7,150	\$29,734
Prepare 100% Drawings and Specifications	4	20	20	40	0	0	0	16	\$3,720	\$13,472
Permits	4	40	20	16	16	4	4	8	\$0	\$12,840
Mileage - 400 @ \$0.565/mile										\$226
Telephone										\$200
Reproduction										\$150
Miscellaneous Project Expenses										\$464
TOTAL DESIGN PHASE ENGINEERING BUDGET										\$96,300
2013 RATES	\$183	\$132	\$83	\$92	\$116	\$150	\$180	\$65		