Community Development Committee

August 16, 2016 Scheduled Meeting **Agenda**

City of Bonney Lake Justice and Municipal Center, 3rd Floor Conference Room.

Roll Call:
Chairperson Donn Lewis
Councilmember Dan Swatman
Councilmember Rackley

Attendees:
Public Services Director, John Vodopich
Administrative Specialist, Debbie McDonald

I. Discussion/Presentation:

1.

II. New Business/Action Items:

Pg. 2 1. Approval of July 19, 2016 CDC Meeting Notes

Pg. 4 2. AB16-89, Resolution 2544-Awarding A Professional Services Agreement with Utility Services Associates, LLC for The 2016 Leak Detection Program

Actions Under Development by Staff:

Ordinance – Residential and Commercial Frontage Maintenance – City and Private Property Owner Responsibilities in the City Right of Way

Establish City White River Basin Water Rights to be purchased from Cascade Water Alliance

Public Works Center project update provided quarterly. (June 7, 2016)

Chairperson Donn Lewis adjourned the meeting at PM

Community Development Committee

July 19, 2016 Scheduled Meeting **Draft Meeting Notes**

City of Bonney Lake Justice and Municipal Center, 3rd Floor Conference Room.

The meeting was called to order at 4:30 P.M.

Roll Call:
Chairperson Donn Lewis
Councilmember Dan Swatman
Councilmember Rackley (left early)

Attendees:
Public Services Director, John Vodopich
Administrative Specialist, Carol Paul

I. Discussion/Presentation:

1. Discussed cancelling the August 2nd CDC meeting due to National Night Out. Chairperson Donn Lewis approved cancelling the CDC meeting on August 2nd.
2. Discussed who is responsible for the upkeep of the Fennel Creek Trail? Chairperson Lewis stated that the blackberry bushes are starting to get very large and will likely be growing across the trail in the next year or two. Following the meeting Director confirmed with City staff that trail maintenance is scheduled for later in the week.

II. New Business/Action Items:

1. *Approval of July 5, 2016 CDC Meeting Notes*
   Meeting Notes were approved with corrections.

2. *AB16-89, Resolution 2544- Approve contract with USA, LLC for the 2016 Leak Detection Program.*

- Public Services Director Vodopich explained we received only one bid, from USA, LLC and that they were under budget.
- Councilmember Swatman asked if we use MRSC, which we do, and he also asked how they came up with $151.24 per hour for the prevailing wage.
- There was also discussion on fixing the Professional Services Agreement template so that what is listed as Attachments (exhibits) matches what is provided. Councilmember Lewis stated that the leak detection program completes the City every 5 years.
- Public Services Director Vodopich stated that out of the 22 leaks detected, 13 of them were on the customer's side.

Actions Under Development by Staff:

Ordinance – Residential and Commercial Frontage Maintenance – City and Private Property Owner Responsibilities in the City Right of Way
Public Services Director Vodopich asked about this item, members of the CDC would like to keep this item listed as under development.

Establish City White River Basin Water Rights to be purchased from Cascade Water Alliance
Public Services Director Vodopich stated that Don Morrison has asked them to come up with a plan and budget numbers to pursue water rights.

Public Works Center project update provided quarterly.

Last updated on June 7, 2016, no update at this time.

Chairperson Donn Lewis adjourned the meeting at 5:12 PM

City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact:	Meeting/Workshop Date:	Agenda Bill Number:
PW / Dave Cihak	23 August 2016	AB16-89
Agenda Item Type:	**Ordinance/Resolution Number:**	**Councilmember Sponsor:**
Resolution	2544	Donn Lewis

Agenda Subject: Award Professional Services Agreement with Utility Services Associates, LLC for the 2016 Leak Detection Program.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Award The Professional Services Agreement With Utility Services Associates, Llc For The 2016 Leak Detection Program.

Administrative Recommendation: Approve

Background Summary: The Department of Health mandates a goal of less than 10% Distribution System Leakage (DSL), or unaccounted for water. Since 2006 the City of Bonney Lake water system has averaged 12.07% DSL with an 11.55% average for the past 3 years (down from 12.29% 2012-2014). One method used to help identify leaks and minimize water loss is through the use of leak detection services. The last 2 years the City performed a 'Point to Point' leak detection survey that listens to all water appurtenances including service lines, meters, valves, and fire hydrants. In previous years, staff worked with the contractor in areas with a history of leaks. As the City has replaced the older infrastructure, it was decided to begin conducting the leak survey on a system wide basis, with a goal of surveying the entire system on a 20%-25% per year rotation. This not only covers the older portions of the system, but also checks on newer sections that have never been covered by the survey. Water staff worked with GIS staff to create maps for use with the goal in mind. Last year's survey identified 22 leaks, 13 of which were on service lines, with an estimated leakage rate of 24 gallons per minute or 12.7 million gallons per year. The 2015 survey was conducted in the northeastern and eastern portions of the distribution system covering approximately 20% of the total system. The 2016 survey will continue where the 2015 survey ended and cover the southern and City core sections of the system. A Request for Proposal was sent June 27, 2016 to 4 vendors off the MRSC Small Works Roster. One proposal was received July 5, 2016 from Utility Services Associates, LLC. for an hourly rate of $151.24. One hundred sixty hours (160) x $151.24 = $24,198.40.

Attachments: Resolution, Professional Services Agreement, Exhibit A.1, A.2 & B.

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance
$25,750	$25,750	$24,198	$1,552

Budget Explanation:
401.000.034.534.50.48.02 Reoccurrng O&M CIP Leak Detection
Revenue: O & M Rates

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development
Date: 16 August 2016

Approvals:		Yes	No
Chair/Councilmember	Donn Lewis	☐	☐
Councilmember	Jim Rackley	☐	☐
Councilmember	Dan Swatman	☐	☐

	Forward to:	**Consent Agenda:** ☐ Yes ☐ No
Commission/Board Review:		
Hearing Examiner Review:		

COUNCIL ACTION

Workshop Date(s):		Public Hearing Date(s):	
Meeting Date(s):	July 26, 2016	Tabled to Date:	

APPROVALS

Director: *John Vodopich*	**Mayor:**	**Date Reviewed by City Attorney:** (if applicable):

RESOLUTION NO. 2544

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH UTILITY SERVICES ASSOCIATES, LLC FOR THE 2016 LEAK DETECTION PROGRAM

WHEREAS, the City solicited a Requested Proposal from 4 vendors off the MRSC Small Works Roster for the 2016 Leak Detection program on July 5, 2016; and

WHEREAS, the City received only one proposal for the 2016 Leak Detection Program, which was received from Utility Services Associates, LLC in the amount of $24,198.40 (160 hours x $151.24 per hour);

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign a professional services agreement with Utility Services Associates, LLC in the amount of $24,198.40.

PASSED BY THE CITY COUNCIL this 23h day of August, 2016.

_____
Neil Johnson, Mayor

ATTEST:

_____
Harwood T. Edvalson, MMC
City Clerk

APPROVED AS TO FORM:

_____
Kathleen Haggard, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 23rd day of August, 2016, by and between the City of Bonney Lake ("City") and Utility Services Associates, LLC. ("Consultant").

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.

2. **Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

3. **Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before

the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant's or Consultant's employees' work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant's employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant's relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The consultant shall include a provision substantially the same as this section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the

City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. **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 negligent 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. 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, including the duty and cost to defend, 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.

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.

A. 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.

B. 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.

C. 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 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.

D. Acceptability of Insurers

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

E. 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.

13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

16. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF BONNEY LAKE

By: _____
Neil Johnson Jr., Mayor

CONSULTANT

By: _____
Rob Meston, President

Attachments:
Exhibit A.1 and A.2: Scope of Work
Exhibit B: Pricing

SCOPE OF WORK - EXHIBIT A.1

POINT TO POINT WATER LEAK DETECTION STUDY

The City of Bonney Lake seeks proposals for a Point to Point Detection and Pinpointing Leaks Survey that will cover a portion of the utilities water system of approximately forty seven (47) miles of waterline. The effort will be accomplished over approximately 20 working days (160 hours).

The proposal will require equipment of the correlator type to be employed in the point to point and pinpointing leak process. The contractor will provide the following in the proposal:

- Location of all leak sites
- Estimate of gallons lost per day per leak location
- Overall Summary Report on Leak Detection work

The final report is to be submitted within fifteen (15) working days of completion of project phase.

The City of Bonney Lake will supply an employee at all times to assist technician with locating and operating valves, services and hydrants. The City of Bonney Lake will provide equipment as required in controlling vehicular traffic. All work under this proposal will be on the publicly owned portion of the water system.

Term: Leak Detection needs to be split into (2) - two week cycles. Survey work needs to be completed no later than November 30, 2016.

Small Works Roster: The City of Bonney Lake uses the Municipal Research and Services Center of Washington (MRSC) as the City's list of qualified businesses for small works projects. Proposers are required to be registered with the Municipal Research and Service Center of Washington (MRSC) as a participating Small Works Business. For further information, view www.mrscroster.org.

An Intent and Affidavit to Pay Prevailing Wage **must** be completed. ***"Prevailing Wage" laws apply to quotes.***

PAYMENT:

Progress payments will be made as work is completed.

The City of Bonney Lake will accept proposals until: **Tuesday, July 5, 2016 -12 pm**

Address proposals to: Attn: Triss Weber

PO Box 7380

Bonney Lake, WA 98391-0944

Exhibit - A.2

Point to Point Leak Detection Specifics

- Approximately 47 miles of mixed type and sizes of pipe composed of the following

  - 2" 0.87 miles
  - 3" 0.05 miles
  - 4" 3.69 miles
  - 6" 11.34 miles
  - 8" 19.39 miles
  - 10" 1.93 miles
  - 12" 9.54 miles
  - 16" 0.17 miles

  - C.I. 6.22 miles
  - D.I. 29.96 miles
  - HDPE 0.37 miles
  - PVC 0.10 miles
  - Steel 8.93 miles
  - AC 1.07 miles
  - Poly 0.34 Miles

  - 2,922 water meters (some are multiple meters on one single service line, others are single meter/service line. 2013 GIS data base currently doesn't get to detail of service line counts)

  - 385 Fire Hydrants (based on 2013 GIS survey)

  - 1,222 Valves (based on 2013 GIS survey)

EXHIBIT B

PRICING

(Point-to-Point Survey)
Please include the following with your proposal
PRICING PER HOUR

The following prices are to be based on information and footage provided in the proposal requested by City of Bonney Lake.

The undersigned Consultant will perform a ***POINT-TO-POINT*** Leak Detection Survey & Pinpointing program to meet or exceed all specifications as indicated in this Request for Proposal.

Pricing:

1. Survey & pinpointing ---------$ 151.24 per hour.
   Note – The Utility will decide how many days will be completed based on the amount proposed for the daily rate.
2. Estimated miles 47.
3. Consultant will be available to begin work after City Council Approval.
4. Progress payments shall be made as work is completed.

Company Name: Utility Services Associates, LLC

Parent Company: N/A

Address: 19655 1st Ave. South, Suite 101

City: Seattle State: WA Zip: 98148

Telephone: 206-429-3751

Signature: _____ Title: President

Print Name: Robert Meston

Date: 07/01/2016