

**RESOLUTION NO. 11-734**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON RELATED AN AGREEMENT WITH INTERACTIVE PIPE INSPECTION FOR INFILTRATION AND INFLOW INSPECTION SERVICES OF THE CITY'S SEWER SYSTEM**

**WHEREAS**, King County treats the City's sewage at its Renton treatment facility; and

**WHEREAS**, the City is, geographically, the furthest city away of all cities with sewage treated at the Renton facility; and

**WHEREAS**, Interactive Pipe Inspection will inspect the City's sewer manholes to determine if there is any infiltration and inflow into the City's sewer system; and

**WHEREAS**, Interactive Pipe Inspection will not charge the City for the inspection services; and

**WHEREAS**, Interactive Pipe Inspection will provide the City all inspections and the necessary software for viewing the inspections; and

**WHEREAS**, finding the source of infiltration and inflow to the City's sewer system will potentially reduce sewer system costs for the City and sewage transportation costs for King County; and


**WHEREAS**, Interactive Pipe Inspection will use its findings from inspections in the City's system as a case study to present to other jurisdictions.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** Authorizing the Mayor to execute a no cost Consulting Services Agreement with Interactive Pipe Inspection for inspections services related to the City's sewer system, substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20TH DAY OF JANUARY, 2011.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

  
\_\_\_\_\_  
Brenda L. Martinez, City Clerk

## CONTRACT FOR CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 20 day of January, 2011, by and between the **City of Black Diamond**, a municipal corporation of the State of Washington operating as a non-charter code city (hereinafter referred to as the "City"), and **Interactive Pipe Inspection**, (hereinafter called the "Consultant").

WHEREAS the Consultant is a corporation that specializes in advanced technology applications for pipe inspections, and

WHEREAS the Consultant desires to test its new SI Manhole Camera technology in the City's sewer system, and

WHEREAS the City desires to investigate infiltration and inflow within the City's sewer system, and

WHEREAS Consultant has proposed to offer its services to the City at no charge;

In consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

### I. Scope and Schedule of Work.

- A. The Consultant agrees to perform those services as hereafter set forth and as described in Exhibit "A," attached hereto and incorporated herein by this reference.
- B. All obligations and services of the Consultant undertaken pursuant to this agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance.
- C. The term of this agreement shall commence on January 18th, 2011. All work shall be satisfactorily completed not later than **March 31<sup>st</sup>, 2011**. The time period for performance may be extended by mutual written agreement of both parties.

### II. Compensation and Consideration.

The Consultant shall provide the services performed under this agreement at no charge to the City. In consideration of the services provided by the Consultant, the City will provide the Consultant with access to its sewer system for the time period covered under this agreement. This agreement shall allow the Consultant to use the City's sewer system as a pilot case study to test its new technology and potentially use its findings for future marketing.

### **III. Scope of Work.**

- A. The Consultant shall use an SI Manhole Camera to inspect and isolate infiltration and inflow in the City's sewer system and provide the city with the inspection digital data, reports and the means to view and utilize the inspection data.
- B. The Consultant may re-inspect sewer line(s) that the Consultant has previously isolated.
- C. The Consultant shall coordinate mutually agreeable time frames with the City for inspections so that the availability of City staff can be scheduled.
- D. The Consultant may work during the day and night during rain events. The Consultant shall coordinate manhole access with the City and provide three (3) days notice to the City prior to access any manholes.
- E. The Consultant shall provide safety cones and signs to aid in traffic control.

### **IV. Duties of the City.**

- A. The City shall provide manhole maps to the Consultant.
- B. The City shall aid in traffic control flagging, staffing permitting.
- C. The City shall aid in developing a final project report. This may include, but is not limited to, providing City historical data. The City shall have the final approval on any information or reports published by the Consultant arising out of this agreement.

### **V. Rights in Data and Publications.**

Data which is developed pursuant to this agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the City. Pursuant to 17 U.S.C. § 201, the City will be deemed the author of the data and will own all copyrights in the data. "Data" shall mean all work product to be provided by the Consultant under this agreement and shall include, but not be limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys studies, computer programs, films, tapes and/or sound reproductions. The Consultant shall obtain the City's written approval prior to the publication of any results of studies and/or services performed or to be performed for any purpose other than for City use.

### **VI. Contract Administration and Management.**

- A. The Public Works Director or his or her designee shall have primary responsibility for administering and approving services to be performed by the

Consultant, and shall coordinate all communications between the Consultant and the City.

- B. Any and all notices affecting or relative to this agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this agreement.
- C. The Consultant, at such times and in such form as the City may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this agreement. The Consultant will make available to the City all work-related accounts, records and documents for inspection, auditing, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this agreement.
- D. The Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- E. The Consultant shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this agreement or for any of the compensation due hereunder without the prior written consent of the City.

#### **VII. Independent Contractor Status.**

- A. The Consultant is and shall be at all times during the term of this agreement an independent contractor, and not an employee of the City.
- B. The Consultant acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this agreement, and the Consultant agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Consultant's status as an independent contractor. If the City is assessed, liable or responsible in any manner for those charges or taxes, the Consultant agrees to hold the City harmless from those costs, including attorney's fees.
- C. The Consultant shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this agreement, unless otherwise specified in writing.
- D. The Consultant, at its expense, shall obtain and keep in force any and all necessary licenses.
- E. This agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

## **VIII. Termination of Contract.**

This Contract may be terminated by the City at any time for any reason. Consultant shall not be entitled to any reallocation of cost or overhead.

## **IX. Indemnification/Hold Harmless.**

The 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 in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of the City.

## **X. 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, their agents, representatives, employees or subcontractors. The City shall be named as an insured. 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. The Consultant shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Consultant's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Consultant, or the Consultant's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

## **XI. Non-discrimination.**

The Consultant agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The Consultant shall not discriminate in any employment action because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the Consultant with any of the non-discrimination provisions of this agreement, the City shall be deemed to have cause to terminate this agreement, in whole or in part.

## **XII. Conflict of Interest.**

The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this agreement pertains which would conflict in any manner



or degree with the performance of the Consultant's services and obligations hereunder.

**XIII. Interpretation and Venue.**

- A. Washington law shall govern the interpretation of this agreement. Pierce County shall be the venue of any arbitration or lawsuit arising out of this agreement.
- B. If one or more of the clauses of this agreement is found to be unenforceable, illegal or contrary to public policy, the agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.
- C. This agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement as of the day and year first written above.

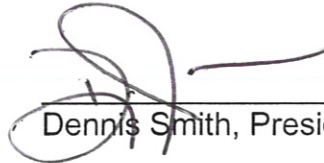
**CITY OF Black Diamond**

**INTERACTIVE PIPE INSPECTION**



\_\_\_\_\_  
Rebecca Olness, Mayor

24301 Roberts Drive  
PO Box 599  
Black Diamond, WA 98010



\_\_\_\_\_  
Dennis Smith, President

855 Trospen Road SW 108-206  
Tumwater, WA 98512

Approved as to form:

\_\_\_\_\_  
Kenyon Disend, PLLC, City Attorney

## EXHIBIT "A"

### SCOPE AND SCHEDULE OF WORK

The scope of work consists of the following three phases:

**Phase 1** – Marking of all 485 sewer manholes with green paint at the downstream inlet

**Phase 2** – Inspection of manholes during wet/raining weather

**Phase 3** – Manhole to manhole inspection

**Phase 4** – Deliverables

**Phase 1 – Marking of all 485 sewer manholes with green paint at the downstream inlet**

- Work will be completed during dry weather and will require sewer maps provided by the City.
- Consultant will mark the manholes with some oversight and help from the City.
  - Consultant will verify which manholes are in easements or inaccessible.
  - Consultant will evaluate traffic patterns.
  - Consultant will verify that manhole lids can be opened.
- Consultant will be able to analyze the sewer basins and identify key manholes during this phase.

**Phase 2 – Inspection of manholes during wet/raining weather**

- This work will be completed during wet/raining weather.
- Consultant will complete the inspections using a new \$200,000 camera system.
- Consultant does not anticipate any lane closures.
  - Manhole inspections only take a few minutes.
  - City will provide a crew member for supervision and to assist with traffic control.
- Consultant anticipates a minimum of eight 8-hour shifts to complete the work.
  - Consultant should be able to inspect up to fifty manholes in an 8-hour shift.
  - Identified key manholes may be inspected to isolate an entire basin.
  - Some of the work may have to be completed at night.
- Temporary plugging of upstream manholes may be required.
  - Consultant is certified in Confined Space Entry.
  - Consultant will provide and utilize appropriate safety equipment for entering manholes.



### **Phase 3 – Manhole to manhole inspection**

- Consultant will inspect lines manhole to manhole on an as-needed basis.
  - Inspection of lines from manhole to manhole will depend on if Consultant can isolate lines causing most of the inflow and infiltration.

### **Phase 4 – Deliverables**

- Consultant will supply the software viewer and recordings of the manhole inspections and mainline (manhole to manhole) inspections.