

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 13-5-1A**

**RESOLUTION AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AGREEMENT #13-50-07 WITH PACE ENGINEERS, INC. FOR GENERAL ENGINEERING SERVICES IN 2013**

**WHEREAS**, the District occasionally requires the services of a consulting engineer to assist with miscellaneous engineering services.

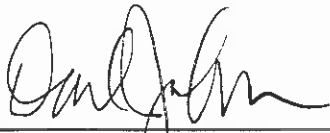
**WHEREAS**, the General Manager and District Engineer reviewed Statements of Qualifications (SOQs) from various consultants on the Municipal Research Services Center Consultant Roster.

**NOW THEREFORE, BE IT RESOLVED:**

1. Based on their in-depth knowledge of the District, PACE Engineers, Inc. is selected on a time-and-materials basis to provide general civil engineering, studies and reports, assistance in grant and loan applications, litigation assistance and environmental impact checklists for a not-to-exceed amount of \$50,000.
2. The General Manager or designee is authorized to enter into Agreement #13-50-07 (attached hereto and incorporated herein by this reference) with PACE Engineers, Inc. for general engineering services for 2013.

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an Open Public Meeting held this **1st** day of **May** **2013**.

**BOARD OF COMMISSIONERS**



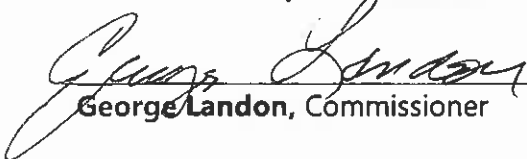
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**Daniel Johnson**, President



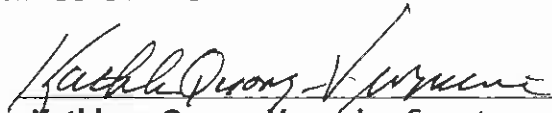
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**Gerald R. Guite**, Commissioner



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**George Landon**, Commissioner



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**Kathleen Quong Vermeire**, Secretary



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**Vince Koester**, Commissioner

## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is entered into between **HIGHLINE WATER DISTRICT**, King County, Washington, a municipal corporation and special purpose district organized and existing under the laws of the State of Washington (hereafter referred to as "the District"), and **PACE ENGINEERS, INC.** (hereinafter referred to as "the Consultant") in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. Scope of Consulting Services. Consultant shall provide consulting services to the District under the terms of this Agreement for the following Project: 2013 General Engineering Services ("Project"). The scope of services is more fully described on **Exhibit A** attached hereto and incorporated herein by this reference.
2. Compensation and Payment. District shall pay Consultant for the time and materials devoted to the Project as consideration for the performance of the services set forth on **Exhibit A**, not to exceed the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00). Such compensation shall be payable in the following manner:
  - a. Consultant shall submit a detailed monthly billing for all services provided describing in reasonable and understandable detail the services rendered, fees charged and expenses incurred by Consultant during the previous month in accordance with a schedule of rates and charges set forth on **Exhibit B**, including fees and expenses for additional services authorized by District as provided herein. District shall pay the invoice within sixty (60) days of receipt, except as to any disputed amounts.
  - b. Upon District's failure to pay within sixty (60) days of receipt the undisputed amount set forth in any monthly billing submitted to District by Consultant, such unpaid balance will bear interest at the rate of 1% per month until the amount of such unpaid balance, plus interest thereon shall be paid in full.
  - c. Consultant shall maintain accounts and records of fees billed and expenses incurred as described in this Section 2 in accordance with generally accepted accounting principles, and agrees to make such accounts, records and supporting documentation available to the District and its authorized representatives for inspection at mutually convenient times, both during the Project work and for three (3) years following the final payment for services rendered or termination of the Consultant's services under this Agreement.
3. Schedule of Work. Consultant shall commence the performance of its services under this Agreement upon receipt of notice to proceed from the District to do so and shall provide the services in accordance with the schedule on **Exhibit A**, subject to delays for causes beyond the reasonable control of Consultant or as otherwise agreed to by District.
4. Subcontractors. Consultant shall not subcontract or assign any portion of the work covered by this Agreement without the prior written approval of the District, such consent to be given in District's sole discretion. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

## AGREEMENT FOR CONSULTING SERVICES

5. Independent Contractor. Consultant is an independent contractor and not an employee of the District. Consultant shall be responsible in full for payment of its employees, including insurance and deductions, and for payment to any subcontractors. No personnel employed by Consultant shall acquire any rights or status regarding the District. All of the services required hereunder shall be performed by Consultant or under its direction, and all personnel engaged therein shall be fully qualified under applicable state, federal and local laws to undertake the work performed by them.
6. Changes in Scope of Services. The District may require changes or modifications in the scope of services to be performed under this Agreement. Any such changes or modifications shall be in writing and signed by the parties to this Agreement. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as set forth in Paragraph 2 above or in a manner otherwise mutually agreed to by the parties.
7. Insurance. Consultant shall maintain throughout the performance of this Agreement the following types and amounts of insurance.
- a. Comprehensive vehicle liability insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of Two Million Dollars (\$2,000,000).
  - b. Commercial General Liability Insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and
  - c. Professional liability insurance (Errors and Omissions insurance) with limits no less than Two Million Dollars (\$2,000,000).

The insurance policies shall: (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District; and (3) shall state that the District will be given 45 days prior written notice of any cancellation, suspension, non-renewal or material change in coverage.

The District shall be named as an additional insured on the Commercial General Liability Insurance policy with regard to work and services performed by or on behalf of the Consultant and a copy of the endorsement naming the District as an additional insured shall be attached to the Certificate of Insurance.

Before commencing work and services, Consultant shall provide to the District a Certificate of Insurance and required endorsements evidencing the insurance described above. The District reserves the right to request and receive a certified copy of all required insurance policies.

## AGREEMENT FOR CONSULTING SERVICES

The above insurance limits do not constitute a limit on Consultant's liability to the District. Any payment of deductible or self-insurance retention shall be the sole responsibility of Consultant.

Consultant shall be solely responsible for the safety of its employees and subcontractors at the Project work site, and shall comply with all applicable federal, state and local statutes, regulations and ordinances regarding safety.

8. Indemnification. Consultant shall defend, indemnify and hold harmless the District, its elected and appointed officers, employees and agents and volunteers from and against all claims, injuries, damages, liabilities, losses of suits, including attorneys' fees and costs, arising out of or relating to Consultant's negligent acts, errors or omissions. For the purposes of this indemnification, Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Consultant's obligation to defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of Consultant's negligence. The provisions of this Section shall survive the expiration of termination of this Agreement.
9. Ownership of Documents. Consultant agrees to return to District upon termination of this Agreement all documents, logs, drawings, photographs and other written or graphic material, however produced, received from District and used by Consultant in performance of its services hereunder. All documents, logs, drawings, specifications, designs, mylars, surveys, survey data, reports and other work product (collectively referred to as "Work Product") produced by Consultant in connection with the services rendered under this Agreement shall be owned by District. District shall own all copyrights to such Work Product and Consultant agrees to assign all ownership rights to such Work Product to the District. Reuse of any such Work Product by the District for other than a specific project or modification in use by the District of any of the Work Product without the Consultant's prior written approval shall be at the District's sole risk.
10. Standard of Care. Consultant warrants that its services shall be performed with the level of care, skill and competence of the consulting profession in accordance with the standard for professional services at the time the services are rendered.
11. Right of Entry. District shall provide for the right of entry of Consultant and its subcontractors and all necessary equipment in order to complete the services under this Agreement.
12. Compliance with Codes and Standards. Consultant's Professional Services shall be consistent with the standard of care and shall incorporate those publicly known federal, state and local laws, regulations, codes and standards that are applicable at the time Consultant renders its services.
13. Discovery of Hazardous Materials. The Parties recognize that unanticipated hazardous materials or suspected hazardous materials may be discovered on District's property or on property included as part of the site of work but not owned by District. The discovery of unanticipated hazardous materials may delay the Consultant's provision of the services required herein. In that event, the parties may extend the Contract Completion Date by mutual agreement.

## AGREEMENT FOR CONSULTING SERVICES

14. Termination. This Consultant Agreement shall continue through **December 31, 2013** unless either party notifies the other of its intention not to continue. This Agreement may be terminated by either Party upon five (5) days written notice for any reason. In the event of termination, Consultant shall be entitled to compensation for all services performed and costs incurred through and including the date of termination, except as to any disputed amounts.

15. General Provisions.

- a. Notices. Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either Party shall have previously designated by such a notice:

|   |   |
|---|---|
| <u>To the District:</u><br>Highline Water District<br>23828 30th Ave. S.<br>Kent, WA 98032<br>Attn: General Manager | <u>To the Consultant:</u><br>PACE Engineers, Inc.<br>11255 Kirkland Way, Suite 300<br>Kirkland, WA 98033<br>Attn: Bill Reynolds, P.E., Principal Engineer |
|---|---|

- b. Entire Agreement. This Agreement and its exhibit attachments contain the entire understanding between the District and Consultant relating to the consulting services which are the subject of this Agreement. This Agreement merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Agreement shall be in writing and signed by the parties to this Agreement.
- c. Waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.
- d. No Third Party Rights. This Agreement is made only for the benefit of the District and Consultant and successors in interest and no third party or person shall have any rights hereunder whether by agency, as a third party beneficiary, or otherwise.
- e. Jurisdiction/Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall be brought in King County Superior Court, King County, Washington.
- f. Severability. If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

## AGREEMENT FOR CONSULTING SERVICES

- g. Effective Date. The effective date of this Agreement shall be the date that this Agreement has been signed by authorized representatives of both Parties hereto ("Effective Date").

### PACE ENGINEERS, INC.

("CONSULTANT")

By \_\_\_\_\_  
Typed Name Martin L. Penhallegon  
Its President  
Dated \_\_\_\_\_

### HIGHLINE WATER DISTRICT

("DISTRICT")

By \_\_\_\_\_  
Typed Name Matt Everett  
Its General Manager  
Dated \_\_\_\_\_

## EXHIBIT A

### HIGHLINE WATER DISTRICT 2013 General Engineering Services

#### Scope of Services to be provided by PACE Engineers, Inc.

The following list provides a general description of the type of services to be provided by the Engineer.

- A. Preliminary Phase. Anticipated project-specific services to be performed by the Engineer in the preliminary phase for improvements include:
1. Preliminary investigation and drawing layout showing alternatives for environmental considerations and preparations of or furnishing data for Environmental Checklist, Environmental Impact Statements or Environmental Impact Assessments, and review of environmental documents prepared for projects by the District.
  2. Prepare applications and supporting documents for government grants or advances for public works projects, and attend meetings and hearings relating to the grants or advances.
  3. Prepare preliminary schematic designs and projections of probable costs for proposed ULID's and public works projects.
- B. Design Phase. Anticipated project-specific services to be performed by the Engineer in the design phase of the improvements include:
1. Preliminary investigations and layout of drawings showing alternatives for design purposes.
  2. Design, topographic and boundary surveys, and legal descriptions, if required.
  3. The making of final designs stamped by the District Engineer.
  4. Prepare drawings, specifications and contract documents for construction.
  5. Prepare tabulations of probable quantities and Engineer's opinion of probable construction costs.
  6. Submit construction plans and specifications for approval by the regulatory agencies and revise as necessary based on comments received.
  7. Assist in securing and analyzing bids, make recommendations for award, and assist in execution of contract documents.
  8. Assist the District in securing permits, approvals and franchises for construction.

C. During Construction. Anticipated project-specific services to be performed by the Engineer during construction include:

1. Provide daily part-time, or as-needed construction observers and/or resident engineers to observe contractor's work.
2. Support District personnel in construction observation as needed or requested by the District.
3. Provide construction staking and surveying.
4. Prepare change orders as required during the course of construction.
5. Provide the District with copies of the original plans, which have been revised to conform with construction records (As-Builts).
6. Prepare progress payments and final payments for contractors.
7. Review shop and working drawings furnished by the contractors as necessary for construction of the project.
8. Advise the District regarding acceptance of construction work.

D. Engineering and Support Services. Anticipated District engineering, survey and support services to be provided include:

1. Court preparation time and court appearances.
2. Prepare and check preliminary and final assessment rolls.
3. Investigations for financial feasibility and preparation of parity certificates.
4. Assist in preparing documents for and/or acquiring easements and rights-of-way.
5. Engineering services in connection with developer extensions, including planning changes, preliminary availability, preparation of design plans as required, construction bid reviews in lieu of construction cost calculations; reviewing proposed construction plans and specifications, construction reviews, bills of sale, easements, legal descriptions, and recommendations regarding acceptance of projects.
6. Prepare and check petitions for annexation to the District.
7. Prepare, update and print maps and exhibits for the District.
8. Update, maintain and analyze the hydraulic model.
9. Prepare Engineering Reports and Comprehensive Plans, amendments, and updates for the District.



10. Engineering services while acting on behalf of the District as the District Engineer.
  11. Prepare applications and supporting documents for grants, loans or other funding for public works projects.
  12. Fulfill the duties of the District Engineer as requested by the manager or District commissioners.
  13. Utility Information Systems, Geographic Information Systems, and other computer services as requested by the District.
  14. Attend staff meetings, regular commissioner meetings, special day or night meetings, assist in training District employees in good engineering practice and computer use of programs provided by the Engineer, attend special meetings upon request by the manager, and be available during normal working hours to support and advise District staff or other consultants.
  15. Complete water and sewer availabilities, talk with District customers and developers about District business, coordination, etc.
- E. Developer Extensions. The Engineer shall perform those tasks as set forth in the Developer Extension Agreement as indicated for the District's Engineer to perform.
- F. Other Tasks. The Engineer shall perform other tasks not specifically defined in this Scope but specifically requested by the District Board and/or District Manager.



**EXHIBIT B**

**2013 PREFERRED CLIENT  
HOURLY RATE SCHEDULE**

| <u>DESCRIPTION</u>   | <u>HOURLY RATE</u> |
|--|--------------------|
| 1. Office Tech I, Expediter I  | \$ 45.00           |
| 2. Office Tech II, Expediter II  | \$ 55.00           |
| 3. Jr. Instrument Person, Office Tech III, Intern  | \$ 65.00           |
| 4. Instrument Person, GPS Assistant, Jr. CAD Drafter, Sr. Office Tech, Inspector   | \$ 75.00           |
| 5. Jr. Engineer, Designer I, Jr. Planner, Party Chief, CAD Drafter I, GIS Tech, Inspector I, Project Administrator                       | \$ 85.00           |
| 6. Engineer I, Designer II, Planner I, Survey Tech I, CAD Drafter II, GIS Analyst I, Inspector II  | \$ 95.00           |
| 7. Engineer II, Sr. Designer, Planner II, Sr. Party Chief, Survey Technician II, CAD Drafter III, GIS Analyst II, Inspector III          | \$ 105.00          |
| 8. Sr. Engineer, Project Designer I, Sr. Planner, Project Surveyor, Sr. CAD Drafter, GIS Analyst III, Sr. Inspector                      | \$ 115.00          |
| 9. Project Engineer, Project Designer II, Project Planner, Sr. Project Surveyor, GIS IV, GIS/CAD Manager                                 | \$ 125.00          |
| 10. Sr. Project Engineer, Structural Engineer, Sr. Project Designer, Sr. Project Planner, Survey Project Manager, Robotic/GPS & Operator | \$ 135.00          |
| 11. Project Manager, Principal Surveyor  | \$ 145.00          |
| 12. Sr. Project Manager, Sr. Principal Surveyor, 3D Scanning & Operator  | \$ 155.00          |
| 13. Principal Engineer, Principal Planner  | \$ 165.00          |
| 14. Senior Principal   | \$ 175.00          |

**REIMBURSABLES**

|   |                 |
|---|-----------------|
| A. Sub-Consultants, Professional, and Technical   | Cost + 12%      |
| B. Maps, reports, materials, permit fees, express delivery and messenger, pass-thru bills, and similar items necessary for work in progress   | Cost + 12%      |
| C. Technology expenses associated with computers, software, electronic distance measuring devices, telephone, cell phone, photo copies, standard survey supplies and transportation, and standard postage will be invoiced as a Technology Charge | N / A           |
| D. Out-of-Town travel per diem and cost of commercial transportation  | Cost + 10%      |
| E. Transportation within 30 Mile Radius *   | No Charge       |
| Transportation beyond 30 Mile Radius – Automobile   | \$.60 per mile  |
| * On job inspection mileage will be billed  | \$.60 per mile  |
| F. Special Equipment/Software   |                 |
| Special Software for Modeling/Analysis  | \$ 10/hour      |
| Large Format Blueprints and Reproduction – Bond   | \$.50/sq foot   |
| Large Format Blueprints and Reproduction – Mylar  | \$ 1.50/sq foot |
| Color Copies – In-house (8½ x 11)   | \$.25/page      |
| G. Expert Witness   | Rate x 1.5      |

Note: <sup>1</sup> All payment is due within 30 days from date of invoice. A monthly service charge of 2% will be added on all accounts older than 45 days.

<sup>2</sup> The foregoing schedule of charges is incorporated into the agreement for the services provided effective January 1, 2013. After December 31, 2013, invoices will reflect the schedule of charges in effect at that time.

Agenda Item No.: 5.1

Agenda Date: 5/1/2013

Reviewed By: M.E.

Subject: Authorize 2013 General Engineering Services Contract #13-50-07  
PACE Engineers, Inc.

| CATEGORY                      |                                     |
|-------------------------------|-------------------------------------|
| <i>Executive</i>              | <input type="checkbox"/>            |
| <i>Administrative</i>         | <input type="checkbox"/>            |
| <i>Engineering/Operations</i> | <input checked="" type="checkbox"/> |

| FINANCIAL            |   |                             |                              |
|----------------------|---|-----------------------------|------------------------------|
| <i>Expenditures?</i> | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |
| <i>Budgeted?</i>     | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |
|                      |   | Amount: \$                  | <u>50,000.00</u>             |

**Attachments:**

1. Resolution 13-5-1A
2. Contract #13-50-07

**Comments:**

The General Manager and District Engineer reviewed Statements of Qualifications (SOQs) from various consultants on the Municipal Research Services Center Consultant Roster and recommend approval of this resolution.