

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 13-5-15B**

**RESOLUTION AUTHORIZING DESIGN CONTRACT #13-60-09 WITH ROTH HILL, LLC, FOR PROJECT 13-1B MILITARY RD S/ANGLE LAKE WATER MAIN REPLACEMENT (BETWEEN 46TH AVENUE SOUTH AND SOUTH 198TH STREET)**

**WHEREAS**, by passage of Resolution 12-12-5B, the Board of Commissioners adopted the 2013 Capital Improvement Program which included Project 13-1; and

**WHEREAS**, at the March 20, 2013 Board meeting, the District Engineer proposed separating the Military Road portion (2,700 LF of main between 46th Avenue South and South 198th Street) away from the Phase 2 contract with BHC Consultants in order for BHC to focus their efforts on easement acquisition and the design of the water main on private property; and

**WHEREAS**, separating the Military Rd S portion from the overall project will accelerate the construction schedule and allow the work on Military Rd S to begin in early 2014, as all work is to be completed by July 2015 for Public Works Trust Fund incentives; and

**WHEREAS**, District staff met with Roth Hill, LLC, to discuss the Military Road S portion of the project which was separated from the overall project; and

**WHEREAS**, at the District's request, Roth Hill submitted a scope of work dated 5/13/2013, for the design of the Military Rd S portion this project; and


**WHEREAS**, the District's Engineer and General Manager have reviewed the scope of services submitted by Roth Hill, LLC, and recommend approval of this resolution.

**NOW, THEREFORE, BE IT RESOLVED:**

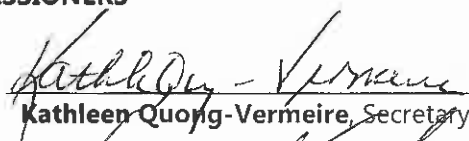
1. The General Manager or designee is authorized to enter into Contract #13-60-09 with Roth Hill, LLC, (Attachment 1, incorporated herein by this reference), for a not-to-exceed amount of \$126,700.00 for the design of Project 13-1B (Military Rd S/Angle Lake Water Main Replacement).

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an Open Public Meeting held this **15th** day of **May 2013**.

**BOARD OF COMMISSIONERS**



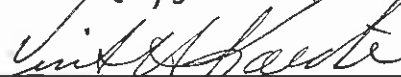
Daniel Johnson, President



Kathleen Quong-Vermeire, Secretary



Gerald R. Guite, Commissioner



Vince Koester, Commissioner



George Landon, 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 **ROTH HILL, LLC**, (hereafter 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: **13-1B Military Rd S/Angle Lake Water Main Replacement ("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 One Hundred Twenty Six Thousand Seven Hundred and 00/100 Dollars (\$126,700.00). Such compensation shall be payable in the following manner:
  - 2.1 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.
  
  - 2.2 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.
  
  - 2.3 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.

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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.
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.
  - 7.1 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).
  - 7.2 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

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damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

- 7.3 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, provided this condition shall not apply to Consultant's professional liability insurance; 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.

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, suits, expenses or judgments, including attorneys' fees and costs (collectively referred to as "Damages"), arising out of or relating to Consultant's negligent performance under this Agreement, except for injuries or damages caused by the sole negligence of the District. The Parties agree that Consultant's duty to defend shall not arise unless the Damages at issue involve a specific

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claim or allegation of negligent acts, errors or omissions by Consultant and/or its employees, agents and subcontractors. 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. The provisions of this section notwithstanding, Consultant shall retain a non-exclusive license to use discrete portions of its Work Product.
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

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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.

14. **Termination.** 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.**

15.1 **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> Highline Water District 23828 30th Ave. S. Kent, WA 98032 Attn: Matt Everett, General Manager	<u>To the Consultant:</u> Roth Hill, LLC 11130 N.E. 33rd Place, Suite 200 Bellevue, WA 98004 Attn: Greg Hill, P.E., President
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15.2 **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.

15.3 **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.

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- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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").

**ROTH HILL, LLC**  
("Consultant")

By \_\_\_\_\_  
Typed Name \_\_\_\_\_  
Its \_\_\_\_\_  
Dated \_\_\_\_\_

**HIGHLINE WATER DISTRICT**  
("District")

By \_\_\_\_\_  
Typed Name \_\_\_\_\_  
Its \_\_\_\_\_  
Dated \_\_\_\_\_

**EXHIBIT A  
SCOPE OF SERVICES**

**Highline Water District  
Project SW13-1B  
Military Road at Angle Lake Water Main Replacement  
Roth Hill, LLC**

**PROJECT DESCRIPTION**

The proposed project will include the replacement of existing 6-inch and 8-inch diameter asbestos cement water main with approximately 2,700 feet of new 12-inch diameter ductile iron water main. Portions of the existing AC mains are parallel to each other. The project will replace main along Military Road from 46<sup>th</sup> Avenue South to South 198<sup>th</sup> Street.

The preliminary project design schedule is proposed as:

Notice to Proceed	May 16, 2013
30% Design Submittal	June 28, 2013
Comments to Roth Hill	July 10, 2013
60% Design Submittal	September 4, 2013
Comments to Roth Hill	September 18, 2013
90% Design Submittal	November 6, 2013
Comments to Roth Hill	November 20, 2013
Final Design Completion	January 10, 2014
Bid Advertisement	mid-January, 2014
Open Bids	late January, 2014
Award	early February, 2014
Begin Construction	mid-March, 2014
Complete Construction	late July, 2014

This schedule is provided as a reference for scoping purposes. The final project schedule will be subject to adjustment by the District, as necessary.

**SCOPE OF SERVICES AND TASKS**

Roth Hill will provide the consulting engineering services necessary to design the water main replacement project. The specific elements of Roth Hill's Scope of Services are itemized and presented in the following Tasks:

**DESIGN SERVICES**

**Task 1: Project Management**

Roth Hill will manage the project during design as necessary to keep it on track and running smoothly. Specific activities associated with this task include:

- Preparing a detailed scope of services, budget, and schedule.
- Initial project and filing setup.



- Managing Roth Hill's staff and tasks as well as providing general project administration services.
- Review Work-In-Progress accounting reports to District as well as monitoring progress against the projected schedule, scope of services, and budget.
- Communicating regularly with the District on progress, technical issues, and other items that may impact the scope of the project and project budget.
- Conducting internal project meetings as necessary.
- Project and filing closeout.

*Assumptions:* Project will be approximately 34 weeks in duration from Notice to Proceed to Award.

*Deliverables:*

- Detailed scope of services, budget and schedule for engineering services.
- Monthly earned value analysis and invoices.
- Correspondence as necessary.

## **Task 2: Design Survey Services**

Roth Hill will collect topographic survey along the water main replacement route, obtain utility records, and coordinate utility locates to facilitate the design and construction of the proposed improvements. The topographic survey will include collecting detailed topographic information on physical features that may impact the design of the new water main. These efforts will include establishing vertical and horizontal controls as necessary. Specific activities will include:

- Contract with APS to provide dry utility locates, prior to performing the topographic survey.
- Coordinate with Highline Water District, Midway Sewer District, and City of SeaTac to locate water, sewer, and storm sewer mains and services, prior to performing the topographic survey.
- Request available construction record drawing information from the applicable utility companies and agencies.
- Establish horizontal and vertical control for topographic survey.
- Perform topographic survey along the proposed new water main alignment. This survey will identify existing surface and subsurface features that may impact design efforts.
- Survey potholing data (hubs) described in Task 3.
- Reduce field data and prepare base drawings that reflect the existing topographic information. Right-of-way limits and property lines will be incorporated using the most current available base maps and King County GIS.

*Assumptions:* The horizontal datum shall be NAD 83/91 and the vertical datum shall be NAVD 88. Survey will take place within ROW only.

## **Task 3: Design Engineering**

Roth Hill will provide design services associated with replacing the existing water main as detailed in the Project Description. Specific activities associated with this task include:

### **30% Design Submittal**

- Coordinate potholing, to be performed by District. Visit site during potholing to obtain measurements, set hubs for survey.
- Develop and submit water main plan-view drawings to the District. Half-sized drawings will be 11x17-inch and produced in AutoCAD v. 2011.
- Develop OPCC (assume 15% contingency at this stage).
- Provide quality assurance review.
- Coordinate pertinent project elements with District's consultant for Angle Lake project.
- Attend design coordination meeting with the District.

*Assumptions:* Provide plan view layout of proposed improvements (no specifications at this stage). New 12-inch DI main will be installed within ROW, and in the shoulder; concrete panel replacement will not be necessary. No permanent easements will be necessary.

*Deliverables:*

- Electronic copy (PDF file) of drawings.
- Electronic copy of OPCC.

### **60% Design Submittal**

- Revise plan-view drawings based on District review comments and add profiles and details. Half-sized drawings will be 11x17-inch and produced in AutoCAD v. 2011.
- Prepare specifications/contract documents.
- Revise and update OPCC.
- Provide quality assurance review.
- Coordinate pertinent project elements with District's consultant for Angle Lake project.
- Attend design coordination meeting with the District.

*Assumptions:* The District will provide any necessary "front-end" specifications, special provisions and sample technical specifications, in MS Word format. These sections will be updated for the project work by Roth Hill. District will provide standard details in AutoCAD format. All plans and specifications shall be in accordance with the 2012 WSDOT Standard Specifications and District Standards.

*Deliverables:*

- Three (3) sets half-sized drawings.
- Three (3) sets of the specifications/contract documents.
- Electronic copy of OPCC.

### **90% Design Submittal**

- Revise drawings per District review comments.
- Revise and update OPCC.
- Revise specifications/contract documents per District review comments.
- Provide quality assurance review.
- Coordinate pertinent project elements with District's consultant for Angle Lake project.

- o Attend design coordination meeting with the District.

*Deliverables:*

- o Three (3) sets of half-sized drawings.
- o Three (3) sets of specifications/contract documents.
- o Electronic copy of OPCC.

**Final Design**

- o Revise drawings and specifications/contract documents per District review comments. Full-sized drawings will be 22x34-inch.
- o Update OPCC.
- o Provide quality assurance review.
- o Produce bid-ready drawings, details, and specifications/contract documents.

*Deliverables:*

- o Two (2) sets of full-sized final design drawings.
- o Two (2) sets of half-sized final design drawings.
- o Two (2) sets of specifications/contract bid documents.
- o One (1) copy of the final OPCC.

**Task 4: Permitting Services**

Roth Hill will prepare and submit the applications to the City of SeaTac and will monitor the approval process and coordinate with the City. Specific anticipated permits are described below:

- City of SeaTac right-of-way permit, including traffic control plans.
- City of SeaTac fire marshal approval.
- City of SeaTac shoreline construction permit (as required).
- AC abandonment waiver.
- SEPA Checklist.

*Assumptions:*

- The SEPA process will result in a Determination of Non-Significance (DNS). The District will be lead agency for SEPA compliance, publishing the findings, and shall be responsible for distributing the checklist to the requesting agencies for review.
- The District will pay all permit fees.
- No resubmittals will be required.
- District will provide and install any required sign boards associated with a Shoreline permit.

*Deliverables:* Completed permit application packets. Copies of any permits that are obtained will be included in the Contract Documents.

**Task 5: Bidding Services**

Roth Hill will provide the following bidding services:

- Reproduce five (5) sets of Bid documents (3 sets to District, 2 sets to Roth Hill).

- Provide necessary PDF format bid documents to Builders Exchange of Washington (BXWA).
- Administer the bid procurement process, including advertising for bids, scanning and distributing bid documents electronically to plan centers, addressing bid questions and issuing addenda (if necessary).
- Attend the bid opening, check references of the apparent low and second low bidders, and provide a recommendation for award of the contract.

*Assumptions:*

- Up to two (2) addenda.
- District to provide BXWA passcode/ftp information for upload of documents to BXWA.
- District will prepare the bid tabulation.

*Deliverables:*

- Bid advertisement and bid documents (3 sets to District).
- Recommendation for award of the contract.
- Up to two addenda.

**TASKS NOT INCLUDED**

The following tasks are not a part of this Scope of Services. If the District chooses to add one or more of the following services to the Scope of Services, a revised scope, schedule and budget will be provided by Roth Hill to the District.

- Geotechnical investigation and reports.
- Sensitive area delineations, investigations, and reports.
- Subconsultant services beyond those services described above.
- Hydraulic analysis of existing and/or proposed water mains.
- Acquisition of any temporary construction easements or permanent easements or preparation of any easement documents (assumes any required easements will be part of the District's Angle Lake project, by others).
- Performing public involvement and educational services (to be provided by District and District's consultant for Angle Lake project).
- Permit Acquisition beyond those permits identified herein.
- Construction Services (to be contracted with District by Addendum).
- Construction record drawings and base map updates.
- Additional meetings or submittals beyond those specified herein.

ROTH HILL, LLC  
 BUDGET FEE ESTIMATE  
 HIGHLINE WATER DISTRICT

Project SW13-1B  
 Military Rd at Angle Lake WM Replacement  
 RH Job # 0036.00003.000

Date: 13-May-13

EXHIBIT B

Tasks	Description	Labor	Reimb.	Consultant	Total
<b>DESIGN SERVICES</b>					
1	Project Management	\$ 7,500	\$ 300	\$	\$ 7,800
2	Design Survey	\$ 12,400	\$ 700	\$ 2,300	\$ 15,400
3	Design Engineering				
	30% Design	\$ 19,600	\$ 1,000	\$	\$ 20,600
	60% Design	\$ 26,900	\$ 1,600	\$	\$ 28,500
	90% Design	\$ 22,800	\$ 1,200	\$	\$ 24,000
	Final Design	\$ 14,000	\$ 700	\$	\$ 14,700
4	Permitting	\$ 11,400	\$ 600	\$	\$ 12,000
5	Bidding Services	\$ 3,500	\$ 200	\$	\$ 3,700
	Subtotal Design Services	\$ 118,100	\$ 6,300	\$ 2,300	\$ 126,700
<b>TOTALS</b>		<b>\$ 118,100</b>	<b>\$ 6,300</b>	<b>\$ 2,300</b>	<b>\$ 126,700</b>

Agenda Item No.: 5.2

Agenda Date: 5/15/2013

Reviewed By: M.E.

SUBJECT: Resolution authorizing Design Contract #13-60-09 With Roth Hill, LLC, For Project 13-1B Military Rd S/Angle Lake Water Main Replacement (between 46th Avenue South and South 198th Street)

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"/>
<i>Amount:</i> \$ <u>126,700.00</u>			

**ATTACHMENTS:**

1. Resolution 13-5-15B
2. Attachment 1 – Consultant Agreement #13-60-09

**COMMENTS:** The District selected Roth Hill, LLC, to provide a scope of services for Project 13-1B Military Rd S/Angle Lake Water Main Replacement (between 46th Avenue South and South 198th Street).

The District's Engineer and General Manager have reviewed the scope of services dated 5/13/2013 from Roth Hill, LLC, and recommend approval of this resolution.