

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 13-10-16A

**RESOLUTION AUTHORIZING DESIGN CONTRACT #13-60-14 WITH PARAMETRIX,
INC. FOR PROJECT 13-5 SOUTH 179TH STREET WATER MAIN REPLACEMENT**

WHEREAS, the City of SeaTac retained Parametrix, Inc. to provide engineering design services for the construction of sidewalks on South 179th Street from 42nd Avenue South to Military Road South; and

WHEREAS, the District desires to upgrade and replace its water distribution facilities in conjunction with the City of SeaTac's sidewalk improvements within the project area and requested Parametrix, Inc. to provide engineering design services for the water main replacement work; and

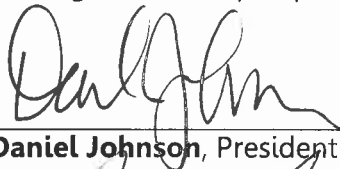
WHEREAS, the City and the District desire to work together for the mutual and overall benefit of the sidewalk improvements project and the water facility replacement/relocation work to achieve cost savings and benefits in the public's interest.

WHEREAS, the District's Engineer and General Manager have reviewed the scope of work and budget, submitted by Parametrix, Inc., and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED:


1. The General Manager or designee is authorized to enter into Contract #13-60-14 with Parametrix, Inc. (Exhibit 1, incorporated herein by this reference), for a not-to-exceed amount of \$24,438.93 for the design of Project 13-5 South 179th Street Water Main Replacement.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **16th** day of **October 2013**.

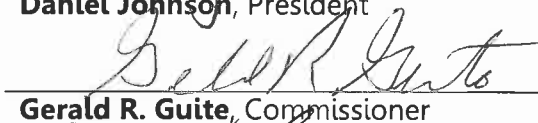


Daniel Johnson, President

BOARD OF COMMISSIONERS



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 **PARAMETRIX, INC.** (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: S 179th Street Water Main Replacement ("Project"). The scope of services is more fully described on **Attachment 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 **Attachment A**, not to exceed the amount of Twenty Four Thousand Four Hundred Thirty Eight and 93/100 Dollars (**\$24,438.93**). 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 **Attachment 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 **Attachment 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.

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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).

Except for the Professional Liability policy, 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 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 performance under this Agreement, except for injuries or damages caused by the sole negligence of the District. 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's 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.

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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.
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.

- 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:

To the District:
Highline Water District
23828 30th Ave S
Kent, WA 98032
Attn: General Manager

To the Consultant:
Parametrix, Inc.
1019 39th Ave SE, Ste 100
Puyallup, WA 98374
Attn: Cindy Clark, PE

- b. Entire Agreement. This Agreement and its Attachment 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.

AGREEMENT FOR CONSULTING SERVICES

- 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.

- 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").

PARAMETRIX, INC. ("Consultant")

By _____
Typed Name _____
Its _____
Dated _____

HIGHLINE WATER DISTRICT ("District")

By _____
Typed Name _____
Its _____
Dated _____

ATTACHMENT A – SCOPE OF WORK

Highline Water District South 179th Street Water Main Replacement

INTRODUCTION

The City of SeaTac has retained Parametrix to provide engineering design services for the construction of sidewalks on South 179th Street. Project limits are from 42nd Avenue South to Military Road South. Work includes preliminary and final design of sidewalks, drainage facilities, utility relocations, and other work associated with the sidewalk construction.

Concurrent with the SeaTac project, Highline Water District (HWD) is replacing a water main within the project limits above and has requested Parametrix provide engineering design services for the water main replacement work. This scope of work is for the water main design plans, specifications, and estimate.

PHASE 01 – ENGINEERING DESIGN

Task 01 – Project Management

Objective

Parametrix will provide continuous tracking of the project schedule and budget, project quality assurance and control, and status of deliverables to ensure that the project is executed as expected by HWD.

Approach

The project manager will set up internal processes, files, documents, and track and manage the project schedule, budget, and personnel. Written correspondence will be generated as needed to document project management issues.

Monthly invoices and progress reports will be developed summarizing the work performed in the previous month.

Assumptions

The project is fully funded through HWD. No federal funds are included.

This project phase is anticipated to last 6 months.

Deliverables

- Contractual documents for signature by the HWD.
- Miscellaneous correspondence to document project management issues.
- Monthly progress reports and invoices.
- Project schedule.

SCOPE OF WORK (CONTINUED)

Task 02 – Quality Assurance/Quality Control

Objective

Perform internal review to ensure that: a) design concepts are sound, and b) the design concepts have been incorporated and documents are accurate and consistent.

Approach

The project manager will task a technical lead to review the 60%, 90%, and Bid Document submittals.

Assumptions

Internal review will be performed by independent senior staff not involved in production of the deliverables.

Deliverables

None. Review comments will be for internal use. Documentation will be made available to HWD upon request.

Task 03 – Base Map Edits

Approach

Parametrix surveyors have previously established horizontal and vertical control along the proposed corridor. GPS and conventional survey methods were used to map existing conditions. Mapping included all visible improvements and ground conditions within the above-described limits. These improvements included crown-of-road, edge-of-pavement, traffic striping and channelization, gas and water valves, fire hydrants, water meters, storm and sanitary sewer structures including pipe size, type and invert elevations, poles, guy anchors, signs, fences and significant trees (6 inches and larger). This survey-generated base map will be used for the water main design.

Assumptions

Additional field survey is not necessary.

HWD will provide existing as-built information within the project limits. Based on this information, minor edits to the existing water main layout on the base map may be necessary.

Deliverables

No deliverables are included in this task.

SCOPE OF WORK (CONTINUED)

Task 04 – 60% Design

Objective

The purpose of this task will be to develop a 60% design-level plan set according to the description below.

Approach

Plans and Estimate

Parametrix will prepare and submit electronic PDF plans at the 60% design level to HWD for review and comment. Following HWD's review of the 60% plans, Parametrix will then meet with City and HWD staff to discuss any revisions prior to proceeding with additional submittals.

The following items were included in the original roadway improvement design plans for the City of SeaTac:

- Cover Sheet (1 sheet, 11" x 17", no scale)
- Legend/Control/General Notes (1 sheet, 11" x 17", no scale)
- Roadway Sections (1 sheet, 11" x 17", no scale)
- Demolition/TESC Plans (3 sheets, 11" x 17", 1" = 40', in Plan/Plan format)
- Roadway Alignment Plan and Profile (6 sheets, 11" x 17", 1" = 40', in Plan/Profile format)
- Survey Control Sheets (3 sheets, 11" x 17", 1" = 40', in Plan/Plan format)
- Channelization/Signing/Mailbox Plan (3 sheets, 11" x 17", 1" = 40', in Plan/Plan format)
- Storm Plan and Profile (7 sheets, 11" x 17", 1" = 40', in Plan/Profile format).
- Driveway Profiles (3 sheets, in Profile format).
- Retaining Wall Profiles (3 sheets, in Profile format).
- Landscape Restoration Plan (1 sheet)
- Cross Sections (2 sheets, in Profile format)
- Other Details (as necessary, assuming 2 sheets)

The following additional plan sheets are included in the project plans as part of this scope of work for the Highline Water District water main improvements:

- Cover Sheet and General Notes
- Water Main Plan and Profile (4 sheets, 11" x 17", 1" = 40', in Plan/Profile format). Proposed water line improvements may be shown, if available from HWD.
- Two Detail Sheets

SCOPE OF WORK (CONTINUED)

Opinion of Probable Cost (60% design level). Based on available design information, a list of anticipated bid items and associated costs for construction will be developed for the water main improvements as part of a separate bid schedule.

Assumptions

The water main design plans will be included as part of the City of SeaTac project plans, specifications, and estimate. The specifications and estimate will be provided on a separate bid schedule.

All design work for the water main replacement will be designed using the same AutoCAD/Civil 3D software that is being utilized for the City's roadway design work.

Minor edits to other plan sheets, such as Demo sheets, will be necessary to include the water main replacement design.

Meetings were included in the City of SeaTac scope of work. No additional meetings are included.

Deliverables

- 60% Submittal (electronic): Up to 40 plan sheets and an opinion of probable cost.

Task 05 – 90% Design

Objective

Incorporate comments from the 60% review submittal and develop a 90% design-level plan set with specifications according to the description below.

Approach

Plans, Specifications, and Estimate

Work for the 90% submittal will incorporate the City's and HWD's review comments from the 60% submittal and expand the plans with notes and details where required. Specifications will be developed based on applicable amendments and general or APWA special provisions to the WSDOT Standard Specifications.

Parametrix will submit electronic PDF plans and specifications at the 90% design level to the City and HWD for review and comment. Following review of the 90% plans, Parametrix will then meet with City and HWD staff to discuss any revisions prior to proceeding with additional submittals. The following items will be electronically submitted for the 90% submittal:

- Revised and expanded information on the plan sheets from the 60% submittal with additional detail for items such as driveways, signs, mailboxes, and restoration schedules; storm water and temporary erosion control details; structural earth wall and landscape block details; and utility coordination information.
- Specifications including front-end legal documents, specification amendments, appendices, and King County Roadway Design and Construction Standards referenced on the plans.

SCOPE OF WORK (CONTINUED)

- Specifications pertaining to the HWD water main project will be part of a separate bid schedule and section in the specifications.
- Opinion of Probable Cost (90% design level)

Assumptions

The City will provide standard legal documents as adopted by the City for reference and inclusion in the specifications.

No traffic control plans will be prepared. The Special Provisions will outline basic requirements for maintenance of traffic and allowable lane closures.

Meetings were included in the City of SeaTac scope of work. No additional meetings are included.

Deliverables

- 90% Submittal (electronic): Up to 40 plan sheets, specifications, and an opinion of probable cost.
- Responses to review comments on the 60% submittal.

Task 06 – Bid Documents

Objective

This task will develop final plans and specifications necessary for bidding and construction.

Approach

Parametrix will incorporate the review comments from the 90% submittal and then electronically submit the plans, specifications, and opinion of probable cost to the City and HWD as a 100% submittal. This submittal will allow the City and HWD to confirm that all comments have been incorporated before the final bid documents are submitted.

Work for the final bid document submittal will incorporate any remaining review comments from the 100% submittal and include approval signatures from both the City and Parametrix.

Assumptions

The City is responsible for obtaining all permitting necessary to build the project. The City will be responsible for production and issuance of the bid sets.

Deliverables

- 100% Submittal (electronic): Up to 40 plan sheets, specifications, and an opinion of probable cost in PDF format.
- Responses to review comments on the 100% submittal.
- Bid Documents: Up to 40 plan sheets, specifications and an opinion of probable cost. The deliverables will be transmitted electronically as TIFF and PDF files. Original paper copies will be retained in Parametrix files.

ATTACHMENT B

Client: Highline Water District
 Project: S 179th Street Water Main Replacement

Burdened Rates:		Cost Rates:		Clark	John L. Wright	Christy Pope	Austin Fisher
Phase	Task	Description	Labor Dollars	Labor Hours	Engineer	Project Controls Specialist	Sr Consultant
01	Engineering Design		\$24,351.57	163	18	124	10
	Project Management		\$1,908.38	13	6		7
	Project Set up		\$814.39	6	2		4
	Schedule updates		\$193.28	1	1		
	Monthly progress reports		\$900.71	6	3		3
02	Quality Assurance/Quality Control		\$2,245.50	10			10
	60%		\$898.20	4			4
	90%		\$898.20	4			4
	Final		\$449.10	2			2
03	Base Map Edits		\$1,326.05	9	1	8	
04	60% Design Plans		\$7,749.54	54	2	52	
	Water Main Plan/Profile & Detail		\$5,857.11	41	1	40	
	Edits to other plan sheets		\$1,326.05	9	1	8	
	Bid Schedule		\$566.38	4		4	
05	90% Design Plans		\$7,089.24	49	5	44	
	Plans & Estimate Edits		\$2,917.82	21	1	20	
	Specs		\$4,171.42	28	4	24	
06	Bid Documents		\$4,032.86	28	4	20	4
Labor Totals:			\$24,351.57	163	18	124	10
Escalation Amt:			\$760.77				
			\$116.62	\$522.69	\$41.77	\$79.70	
			\$3,472.18	\$17,457.37	\$1,176.53	\$2,245.50	

DIRECT EXPENSES:

Description	Amount
B & W 8.5 x 11	\$78.00
B & W 11 x 17	\$9.36
Expense Total:	\$87.36

Project Total: \$24,438.93

Agenda Item No.: 5.1
 Agenda Date: 10/16/2013
 Reviewed By: M.E.

Subject: Resolution authorizing Design Contract #13-60-14 with Parametrix, Inc. for Project 13-5 S 179th Street Water Main Replacement (from 42nd Ave S to Military Rd S)

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

FINANCIAL						
Expenditures?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Budgeted?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>		
<i>(Funding from Small Works Budget)</i>						
				Amount:	\$	<u>24,438.93</u>
						<i>(Excludes Sales Tax)</i>

Attachments:

1. Resolution 13-10-16A
2. Exhibit 1 – Consultant Agreement #13-60-14

Comments:

The District desires to upgrade and replace its water distribution facilities in conjunction with the City of SeaTac's sidewalk improvements within the project area and requested Parametrix, Inc. to provide engineering design services for the water main replacement work.

The District's Engineer and General Manager have reviewed the scope of work and budget, submitted by Parametrix, Inc. and recommend approval of this resolution.