

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 14-12-3A

RESOLUTION AUTHORIZING CONSULTANT AGREEMENT #14-60-19 WITH GRAY & OSBORNE, INC. FOR THE DESIGN OF PROJECT 14-3 MANHATTAN VIEW WATER MAIN REPLACEMENT, PHASE 1

WHEREAS, the District identified the Manhattan View Water Main Replacement as Project 14-3 in the 2014 Capital Improvement Program; and

WHEREAS, at the 10/1/2014 Board meeting, the District Engineer proposed to the Board to start this project earlier with the design in late 2014, bidding in spring of 2015 and construction in the summer of 2015; and

WHEREAS, the Board agreed with the District Engineer to begin the design for this project in 2014; and

WHEREAS, the project area is generally bounded between 2nd Ave SW and 7th Place SW in the residential neighborhood north of SW Normandy Road. The area is served by approximately 10,500 LF of small diameter AC pipe ranging in size from 4-inch and 8-inch; and

WHEREAS, District staff reviewed the Statement of Qualifications from engineering firms on the 2014 Municipal Research Services Center (MRSC) Consultant Roster; and

WHEREAS, the District selected Gray & Osborne, Inc. to provide a scope of services for the consulting engineering services necessary for the proposed water main replacement; and

WHEREAS, the District's Engineer and General Manager have reviewed the scope of services from Gray & Osborne, Inc. and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED:

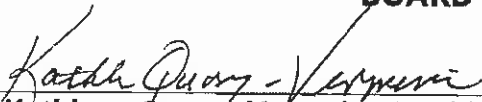
1. The General Manager or designee is authorized to enter into Contract #14-60-19 (referenced as Attachment A and incorporated herein by this reference) with Gray & Osborne, Inc. for a not-to-exceed amount of \$144,800.00 for Project 14-3 Manhattan View Water Main Replacement, Phase 1.
2. The General Manager and/or the District's Legal Counsel are authorized to make minor changes to the agreement if required.

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 14-12-3A

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **3rd** day of **December 2014**.

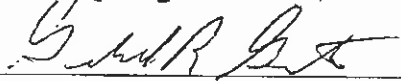
BOARD OF COMMISSIONERS



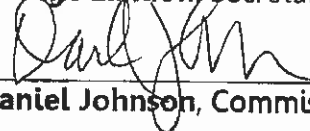
Kathleen Quong-Vermeire, President



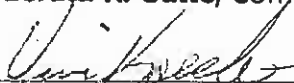
George Landon, Secretary



Gerald R. Guite, Commissioner



Daniel Johnson, Commissioner



Vince Koester, Commissioner

HIGHLINE WATER DISTRICT

ATTACHMENT - 1

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 **GRAY & OSBORNE, 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: **Manhattan View Water Main Replacement, Phase 1** ("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 Forty Four Thousand Eight Hundred and 00/100 Dollars (\$144,800.00). 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.
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.

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 performance under this Agreement, except to the extent any injuries or damages caused by the 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 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.

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:

<u>To the District:</u> Highline Water District 23828 30th Ave. S. Kent, WA 98032 Attn: General Manager	<u>To the Consultant:</u> Gray & Osborne, Inc. 701 Dexter Avenue North, Suite 200 Seattle, WA 98109 Attn: Thomas M. Zerkel President, CEO
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- 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.
- 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").

GRAY & OSBORNE, INC.
("CONSULTANT")

By _____
Typed Name Thomas M. Zerkel
Its President, CEO
Dated _____

HIGHLINE WATER DISTRICT
("DISTRICT")

By _____
Typed Name Matt Everett
Its General Manager
Dated _____

EXHIBIT A

SCOPE OF SERVICES

HIGHLINE WATER DISTRICT MANHATTAN AREA WATER MAIN REPLACEMENT, PHASE 1 *View*

PROJECT UNDERSTANDING

The Manhattan Area is comprised of 6-inch and 4-inch asbestos cement (AC) water mains that are at the end of their useful life. Phase 1 of this project will include design services to prepare contract documents, publicly bid the project, and end with our recommendation to the Board of Commissioners for the award the project. Phase 2, which is to be performed by separate amendment, is anticipated for construction services including administration, construction staking, and record drawings.

This project will replace approximately 10,500 lineal feet of existing asbestos cement (AC) water mains with new 8-inch and 4-inch ductile iron water mains, in addition to new services, hydrants and appurtenances.

An example project schedule is included below.

Notice to Proceed:	December 3, 2014
Survey:	December 4, 2014
50 percent Design Submittal:	January 16, 2015 (1 week review by District)
Comments Back:	January 23, 2015
Submit for Permits:	February 2, 2015 (Allow 6 weeks for permits)
90 percent Design Submittal:	February 9, 2015 (1 week review by District)
Comments Back:	February 16, 2015
Final Design Submittal:	March 2, 2015 (1 week review by District)
Comments Back:	March 6, 2015
Bid Advertisement:	March 12, 2015
Bid Opening:	March 26, 2015
Award:	April 1, 2015
Notice to Proceed:	Approx. May 4, 2015
Construction:	May – October, 2015
Project Closeout:	December 2015

SCOPE OF WORK

Gray & Osborne will perform the following tasks.

Task 1 – Project Management

Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.

1. Provide overall project management and oversight services, to include:
 - a. Procure sufficient staff resources to dedicate to the project.
 - b. Manage and control project budget and schedule.
 - c. Manage and provide monthly progress reports and invoices.

Deliverables:

- Monthly Earned Value Reports (EVR).

Task 2 – Survey

Objective: Survey the project site sufficiently to prepare a project basemap for design plans.

1. Call for utility locates.
2. Set base map scale at 1":20' showing existing utilities, Rights of Way, property lines, and other information as needed. Property lines will be approximate based upon GIS data.
3. Incorporate information from District asbuilts and basemaps for water.

Assumptions:

- District will provide all available as-builts and basemap information for water. District will locate their water mains and facilities ahead of survey.

Deliverables:

- None. Information from this task will be utilized in Task 3.

Task 3 – Engineering Design and Contract Document Preparation

Objective: Prepare Contract documents suitable for public bidding including plans, specifications, and cost estimates with District review at the 50 percent, 90 percent, and final design stages.

1. A 50 percent design submittal including project plans and cost estimate will be provided to the District.
2. A 90 percent design submittal including project plans, specifications, and cost estimate will be provided to the District for review. The 90 percent design will incorporate District comment from the 50 percent submittal.
3. A final contract document submittal including project plans, specifications, and cost estimate will be provided to the District and will incorporate District comments from the 90 percent submittal.
4. Gray & Osborne will attend one review meeting at the District for each submittal (three meetings total).
5. Quality Assurance/Quality Control reviews will be held internally at Gray & Osborne for each submittal.

Deliverables:

- Three sets of full sized plans, and cost estimate at each of the 50 percent, 90 percent, and Final Design submittals for the contract. Specifications will be included with the 90 percent and Final Design submittals.

Assumptions:

- The District will provide their standard contract specifications and details. Project plans will be 22" x 34" full size.

Task 4 – Permitting

Objective: Obtain the City of Normandy Park Right of Way permit.

Deliverables:

- City of Normandy Park Right of Way permit application.

Assumptions:

- District will pay all permit fees.

Task 5 – Quality Assurance/Quality Control

Objective: Oversee two, inhouse, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the project. The meetings will include senior project staff, selected design team members, and District staff (as required and/or desired).

1. QA/QC meetings will take place at the following levels:
 - a. 50 percent Submittal
 - b. 90 percent Submittal
2. Ensure incorporations of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 6 – Bid and Award Assistance

Objective: Assist District in bidding phase of the project including advertisement, prebid inquiries, bid opening, and recommendation to award.

1. Gray & Osborne will provide the following bid and award services:
 - a. Advertise the bid in the Daily Journal of Commerce and any other paper of record.
 - b. Submit documents to Builders Exchange for inclusion on their website.
 - c. Answer bidder questions.
 - d. Prepare contract addenda, as necessary.
 - e. Conduct bid openings.
 - f. Review bids and apparent low bidder qualifications.
 - g. Prepare recommendation to award letter.

Deliverables:

- **Three full contract sets with plans and specifications; PDF document set prepared for upload to Builders Exchange or similar service; Recommendation to Award letter.**

Assumptions:

- **District will be billed directly for the bid advertisement. District will prepare the Bid Tabulation. No prebid meeting will be required.**

Not included within this Scope of Work are the following:

- **Geotechnical investigations.**
- **Construction services.**
- **Hydraulic modeling or system analysis.**

EXHIBIT "B"

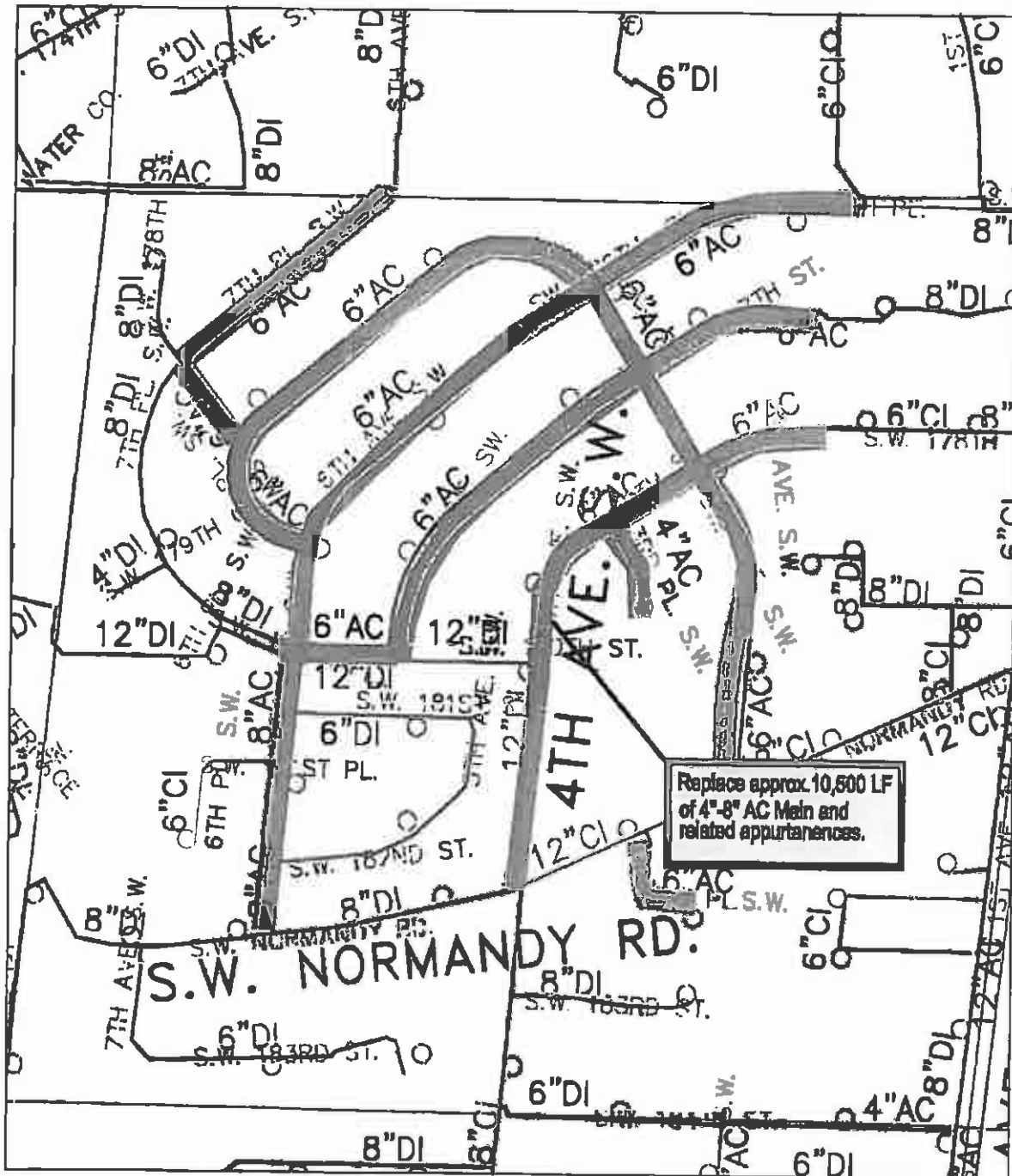
**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

*Manhattan Area-Water Main Replacement, Phase 1
View*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Eng. Hours	Civil Eng. Hours	AutoCAD Tech. Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1. Project Management	6	40	8	16		32	34	98
2. Survey		4						
3. Engineering Design and Contract Document Preparation								
50% Design		55	100	94	30	30		
90% Design		44	96	98	30	32		
Final Design		44	58	60	20	32		
4. Permitting		2	16	6				
5. QA/QC	26	14	14	16				
6. Bid and Award Assistance	2	20	8	6				
Hour Estimate:	34	223	300	296	80	126	34	98
Fully Burdened Billing Rate Range:*	\$112 to \$182	\$115 to \$178	\$110 to \$139	\$75 to \$114	\$75 to \$114	\$45 to \$90	\$109 to \$123	\$144 to \$210
Estimated Fully Burdened Billing Rate:†	\$155	\$130	\$127	\$100	\$100	\$85	\$123	\$165
Fully Burdened Labor Cost:	\$5,270	\$28,990	\$38,100	\$29,600	\$8,000	\$10,710	\$4,182	\$16,170

Total Fully Burdened Labor Cost:	\$ 141,022
Direct Non-Salary Cost	
Mileage & Expenses (Mileage @ \$0.56/mile)	\$ 600
Printing	\$ 428
Subconsultant:	
APS Locates	\$ 2,500
Subconsultant Overhead (10%)	\$ 250
TOTAL ESTIMATED COST:	\$ 144,800

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



Replace approx. 10,600 LF
of 4"-8" AC Main and
related appurtenances.



14-3 - Manhattan View

Watermain Replacement Project between SW 175th & SW Normandy Rd



Agenda Item No.: 5.1
 Agenda Date: 12/03/14
 Reviewed By: XG/M.E.

Subject: Resolution authorizing Design Contract #14-60-19 with Gray & Osborne, Inc. for Project 14-3 Manhattan View Water Main Replacement

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>144,800.00</u>
			<i>(Excludes Sales Tax)</i>

Attachments:

1. Resolution 14-12-3A
2. Attachment 1 – Consultant Agreement #14-60-19
3. Attachment 2 – Project Area Map

Comments:

District staff reviewed the Statement of Qualifications from engineering firms on the 2014 Municipal Research Services Center (MRSC) Consultant Roster. The District selected Gray & Osborne, Inc. to provide engineering design services for the water main replacement work.

The proposed project will replace approximately 10,500 LF of small diameter AC pipe ranging in size from 4-inch and 8-inch.

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