

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 16-3-2C

**RESOLUTION AUTHORIZING CONTRACT #16-60-09 WITH RH2 ENGINEERING, INC. FOR
PHASE 1 PREDESIGN OF PROJECT 16-2 PUMP STATION NO 8 (CRESTVIEW)**

WHEREAS, in the 2015 Water System Plan analysis it was determined that a second pump station serving water from the Crestview Reservoir and SPU into the 560 Pressure Zone would significantly improve redundancy in the system; and

WHEREAS, by passage of Resolution 15-12-16B, the Board approved the 2016 Capital Improvement Program, which included Project 16-2; and

WHEREAS, the District selected RH2 Engineering, Inc. (RH2) from the MRSC Consultant Roster to provide a scope of work; and

WHEREAS, the Phase 1 Predesign includes the following tasks:

1. Project Management Services
2. Identify Potential Sites for Pump Station
3. Prepare Predesign Report/Department of Health Project Report
4. Property Purchase Assistance

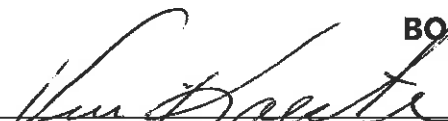
WHEREAS, the District's Engineer and General Manager have reviewed the February 2016 Scope of Work submitted by RH2 Engineering, Inc. and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED:


1. The General Manager or designee is authorized to enter into Contract #16-60-09 with RH2 Engineering, Inc. (Attachment 1, incorporated herein by this reference), for a not-to-exceed amount of \$74,296.00.
2. The General Manager and/or the District's Legal Counsel are authorized to make minor changes to the agreement if required.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **2nd** day of **March 2016**.


BOARD OF COMMISSIONERS



Vince Koester, President



Todd Fultz, Secretary



Daniel Johnson, Commissioner



George Landon, Commissioner



Kathleen Quong-Vermeire, Commissioner

**HIGHLINE WATER DISTRICT
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 **RH2 ENGINEERING, 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: **Pump Station No. 8 (Crestview)** ("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 Seventy Four Thousand Two Hundred Ninety Six and 00/100 Dollars (\$74,296.00). 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(s) B and C**, 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.
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 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; 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 errors and omissions 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 upon payment to Consultant. District shall own all copyrights to such Work Product and Consultant agrees to assign all ownership rights to such Work Product to the District upon payment to Consultant. 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.

- 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:

To the District:

Highline Water District
23828 30th Ave. S.
Kent, WA 98032

Attn: Matt Everett
General Manager

To the Consultant:

RH2 Engineering, Inc.
22722 29th Drive SE, Suite 210
Bothell, WA 98021

Attn: John Hendron, P.E.
Project Manager

- 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.
- 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").

RH2 ENGINEERING, INC.
("Consultant")

By _____
Typed Name Tony Pardi, P.E.
Its President, Principal in Charge
Dated _____

HIGHLINE WATER DISTRICT
("District")

By _____
Typed Name Matt Everett
Its General Manager
Dated _____

EXHIBIT A
Scope of Work
Highline Water District
Pump Station No. 8
Phase 1: Predesign

February 2016

Background

The Highline Water District (District) is committed to improving emergency supply reliability by installing a second pump station (Pump Station No. 8) in the far northern reaches of the 560 Zone. This will allow the District's largest storage reservoir (Crestview Reservoir) to provide water to customers in this zone in case the existing Pump Station No. 6 becomes inoperable. Currently, the only path for water from the Crestview Reservoir, which has an overflow elevation of 468 feet, to reach these customers is through Pump Station No. 6. A second pump station drawing from the Crestview Reservoir storage will allow the 560 Zone, and all other District pressure zones, access to the 7.6 million gallons (MG) of storage if Pump Station No. 6 is out of service for whatever reason.

Siting and design decisions in order to improve redundancy and reliability while minimizing vulnerability of the proposed pump station are important considerations for this project. The following scope of work details the approach RH2 Engineering, Inc. (RH2) will use to determine a suitable location for the pump station and assist the District in acquisition of the site. Design efforts are highly variable depending on the selected location, and will be covered under a separate scope of work once the site has been selected and its specific design constraints are known. Due to the nature of the work, RH2 will need to utilize and rely upon any data, information, or materials provided by the District, the cities named below, Washington State Department of Health (DOH), or others in relation to the work.

Task 1 – Project Management Services

Objective: Coordinate with District staff; monitor RH2's scope, budget, and schedule; review and issue invoices; and maintain RH2 project files and records.

Approach:

- 1.1 Coordinate with District on schedule and progress.
- 1.2 Prepare invoices. Review for consistency and monitor budget spent. Provide monthly status updates.
- 1.3 Maintain project records and project files.
- 1.4 Prepare project schedule and manage RH2 design team by conveying tasks to team members, monitoring progress, and reviewing work.

RH2 Deliverables:

- Monthly invoices.
- Project schedule, updated monthly.
- Weekly status phone calls.

Task 2 – Identify Potential Sites for Pump Station

Objective: Identify suitable locations for the pump station and perform a numerical scoring analysis.

Approach:

- 2.1 Perform a topographical analysis using GIS to determine areas with suitable elevations for the pump station. Considerations will include pump station suction pressure, necessary depth of bury, nearness to Crestview Reservoir, existing discharge transmission, zoning, and accessibility. Create base graphic showing topography and existing District facilities.
- 2.2 Determine three (3) to four (4) eligible parcels in the suitable elevation band, which are currently for sale and/or are vacant land. *Parcels that would be suitable but are not currently vacant and not for sale may be considered for investigation if necessary.*
- 2.3 Perform a title search for two (2) eligible parcels to learn of potential problems with the properties. Estimate real estate transaction costs for each parcel assuming Federal Uniform Relocation Assistance policy is in effect.
- 2.4 Investigate electrical power service providers, visible geologic hazards and available through desktop research, access restrictions, and ability to integrate facility into surroundings for the eligible parcels.
- 2.5 Attend one (1) meeting with District staff to discuss operational aspects of pump station siting and District preferences for equipment and access.
- 2.6 Determine requirements for permit acquisition at each of the eligible parcels by contacting the City of Tukwila or City of SeaTac, depending on the properties' locations. *One (1) meeting with Tukwila and SeaTac planning departments is assumed for this task.*
- 2.7 Perform hydraulic analyses using the District's water model to determine pressures, velocities, and fire flow available from different pump station and transmission configurations. Begin by developing cost estimates for one (1) proposed layout of water main improvements for each site alternative. Once a site is selected, develop alternatives and optimize system improvements to convey water to and from the selected site. Particular emphasis will be given to the fire flow for the Fred Meyer assuming Pump Station No. 6 is out of service. The chosen number of pumps, approximate duty points, empty pump-bays for future pumps, and associated pump station transmission will be the deliverable products of this task.
- 2.8 Estimate relative pump station and associated transmission main construction costs for the eligible parcels in order to aid in site selection.
- 2.9 Perform a numerical scoring analysis of the eligible parcels, based upon the criteria from subtasks 2.3, 2.4, 2.5, and 2.6. RH2 will create draft scoring and weighting for client review and comments.
- 2.10 Prepare a GIS graphic showing each of the eligible parcels and the score from the numerical scoring analysis.
- 2.11 Determine basic pump station layout, including number of pumps, duty points, and associated suction and discharge transmission for the two (2) preferred sites.

Provided by the District:

- Copy of the District's draft 2016 Water System Plan.
- Copy of the current H₂O Net hydraulic model. *It is assumed that the model is up-to-date and functional.*
- Copy of current GIS information, showing the distribution system and all facilities.
- Confirmation if flow reversal in the distribution system is acceptable.
- Attendance at a site visit with RH2 team to Pump Station No. 6 and Crestview Reservoir, including all associated control-valve facilities.
- Operational plan for Pump Station No. 6 and Crestview Reservoir.
- Record drawings for Pump Station No. 6 and Crestview Reservoir.

RH2 Deliverables:

- Attendance at one (1) meeting with District operators.
- Numerical scoring analysis comparing three (3) to four (4) eligible parcels for the Pump Station No. 8 site.
- GIS graphic showing each of the eligible parcels and scores.
- Basic pump station layout, including number of pumps, duty points, and associated suction and discharge transmission for the two preferred (2) sites.

Task 3 – Prepare Predesign Report/Department of Health Project Report

Objective: Prepare a predesign report for the District that meets the DOH project report requirements for construction of a new drinking water pump station and associated transmission.

Approach:

- 3.1 Prepare a draft predesign report summarizing the results of the analyses performed in Task 2 and meeting the requirements of a DOH project report. Select suitable pump(s) based on available hydraulic information. Prepare a predesign-level cost estimate for construction of the pump station and associated transmission. Prepare a conceptual 3D graphic in AutoCAD showing the proposed location and configuration of the pump station.
- 3.2 Attend one (1) meeting with the District and DOH to discuss the concepts for the pump station.
- 3.3 Address District and DOH comments on draft report. Prepare final predesign report for the pump station.

Provided by the District:

- Selection of one of the eligible parcels identified in Task 2.
- As-built drawings and predesign report(s) for Pump Station No. 6 and the Crestview Reservoir.
- Comments on draft report.

RH2 Deliverables:

- Draft predesign report. *Report will not be submitted to DOH until the selected pump station site property has been acquired.*
- Attendance at one (1) meeting to discuss pump station concepts.
- Final predesign report.

Task 4 – Property Purchase Assistance

Objective: Provide real estate acquisition services. Perform preliminary analysis of the permits required to construct the pump station and associated transmission main. RH2’s subconsultant, Abeyta & Associates, will perform work for this task.

Approach:

- 4.1 Coordinate with subconsultant to provide negotiation assistance, appraisal, and document preparation (including purchase and sale agreement) for the selected parcel.
- 4.2 Attend one (1) meeting with the City (Tukwila or SeaTac) where the selected pump station site is located to confirm permitting requirements.

RH2 and Abeyta & Associates Deliverables:

- Negotiation assistance.
- Appraisal of the selected parcel.
- Purchase and sale agreement.
- Attendance at meeting with the City of Tukwila or SeaTac to apprise them of the District’s specific plans to confirm permitting requirements.

Project Schedule

RH2 understands that the District’s goal is to purchase a suitable site for Pump Station No. 8 by November 2016.

RH2 will develop a scope and fee for Phase 2 (design phase) professional services once the Phase 1 predesign effort is complete.

EXHIBIT B

**Highline Water District
Pump Station No. 8**

Fee Estimate

	Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management Services	14	\$ 2,827	\$ -	\$ 28	\$ 2,855
Task 2	Identify Potential Sites for Pump Station	185	\$ 31,257	\$ 4,867	\$ 2,160	\$ 38,284
Task 3	Prepare Predesign Report/DOH Project Report	106	\$ 17,644	\$ -	\$ 1,758	\$ 19,402
Task 4	Property Purchase Assistance	20	\$ 3,638	\$ 9,714	\$ 404	\$ 13,756
PROJECT TOTAL		325	\$ 55,366	\$ 14,581	\$ 4,350	\$ 74,296

EXHIBIT C
RH2 ENGINEERING, INC.
2016 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$141	\$/hr
Professional II	\$154	\$/hr
Professional III	\$165	\$/hr
Professional IV	\$175	\$/hr
Professional V	\$186	\$/hr
Professional VI	\$195	\$/hr
Professional VII	\$211	\$/hr
Professional VIII	\$219	\$/hr
Professional IX	\$219	\$/hr
Technician I	\$99	\$/hr
Technician II	\$104	\$/hr
Technician III	\$133	\$/hr
Technician IV	\$141	\$/hr
Administrative I	\$67	\$/hr
Administrative II	\$79	\$/hr
Administrative III	\$95	\$/hr
Administrative IV	\$111	\$/hr
Administrative V	\$132	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Mileage	\$0.54	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Agenda Item No.: 5.3
Agenda Date: 03/02/16
Reviewed By: ASD

Subject: Resolution authorizing Design Contract #16-60-09 with RH2 Engineering, Inc. for Project 16-2 Pump Station No. 8 (Crestview)

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>74,296.00</u>				

Attachments:

1. Resolution 16-3-2C
2. Attachment 1 – Consultant Agreement #16-60-09

Comments:

In the 2015 Water System Plan analysis it was determined that a second pump station serving water from the Crestview Reservoir and SPU into the 560 Pressure Zone would significantly improve redundancy in the system.

Project 16-2 is included in the 2016 Capital Improvement Program (Resolution 15-12-16B).

Staff recommends approval of this resolution.