

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 18-5-2B

RESOLUTION AUTHORIZING CONSULTING SERVICES CONTRACT #18-60-12 WITH PAGE & BEARD ARCHITECTS FOR PROJECT SW18-1 EXTERIOR ROOF EVALUATION & REPLACEMENT

WHEREAS, at the 11/28/17 Board Workshop, District staff discussed with the Board the need to replace the metal roof of the headquarters building and repair the damaged southwest corner of the Board room; and

WHEREAS, per Resolution 17-12-20A the Board of Commissioners adopted the 2018 Budget which included replacing the metal roof of the headquarters building and repairing the damaged southwest corner of the Board room; and

WHEREAS, District staff requested a proposal from Page & Beard Architects to evaluate the current condition of the metal roof and provide recommendations and contract documents for replacement; and

WHEREAS, the District's Engineer and General Manager reviewed the 4/25/18 scope of services from Page & Beard Architects and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The General Manager or designee is authorized to enter into Consulting Services Contract #18-60-12 (Attachment 1, incorporated herein by this reference) with Page & Beard Architects for a not-to-exceed amount of \$23,550.00 for Project SW18-1 Exterior Roof Evaluation & Replacement.
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 **May 2018**.

BOARD OF COMMISSIONERS



Daniel Johnson, President



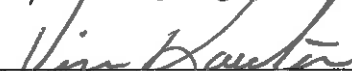
Todd Fultz, Commissioner



George Landon, Commissioner



Kathleen Quong-Vermeire, Secretary



Vince Koester, Commissioner

ATTACHMENT 1

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 **PAGE & BEARD ARCHITECTS**, (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: **HWD HQ Exterior Roof Evaluation & 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 Twenty Three Thousand Five Hundred Fifty and 00/100 Dollars (\$23,550.00). 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.
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 One Million Dollars (\$1,000,000).
 - 7.2 Commercial General Liability Insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) 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 One Million Dollars (\$1,000,000).

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

Office: 206-824-0375
Fax: 206-824-0806

To the Consultant:

Page & Beard Architects
950 1st St S
Kirkland, WA 98033

Attn: Galen Page, Principal

Office: 425-827-7850

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").

PAGE & BEARD ARCHITECTS
("Consultant")

By _____
Typed Name Galen Page
Its Principal
Dated _____

HIGHLINE WATER DISTRICT
("District")

By _____
Typed Name Matt Everett
Its General Manager
Dated _____

PAGE & BEARD ARCHITECTS, PS

950 1st Street South
Kirkland, WA 98033
T:425.827.7850
EMAIL:info@pageandbeard.com



EXHIBIT A

ATTACHMENT A

Proposal for Professional Design Services for Highline Water District

TO:	Highline Water District 23828 30 th Avenue South Kent, WA. 98032 Attn: Matt Everett, District Manager
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FROM:	Galen Page
DATE:	April 25 2018
JOB NO.	18.28
PROJECT:	Exterior Roof Evaluation & Replacement

PROPOSAL FOR: Highline Water District (CLIENT) and Page & Beard Architects, PS (CONSULTANT).

Project Description:

Phase I

The first phase of the project consists of evaluating the current condition of Highline Water District’s headquarters building metal roof and providing options and recommendations for replacement. Cost comparisons will be made between replacement of the existing metal roof with another metal roof or a 50 year composition shingle roof. A “scope of work” will be prepared as required to remove the existing metal roof, repair and/or prepare the substrate for each roofing system and specify a product comparison.

As-built conditions will be verified and discrepancies documented for future reference. Site visits will be required to document conditions and take photo's to be used for reference and detail clarification. If any other questionable building conditions are identified during the site visit and project scoping they will be documented for review and consideration.

Once the product comparison and cost analysis has been done between the two roof systems the District will select the option it would like to pursue for replacement. Any other conditions identified to be included in the “Scope of Work” for Phase II will be described, estimated and approved by the District prior to starting the documents.

Phase II

Phase II services include preparation of construction documents and building permit documents. Documents required for permits and bidding include roof plans, sections, details, ventilation requirements, gutter and down spout evaluation, scupper and flashing evaluation, snow stop design and technical specifications. The general conditions and contracts, Division I and II, of the specifications will be prepared by Page & Beard Architects and reviewed by the District for approval.

The SW corner of the Meeting Room’s exterior soffit has been damaged by water infiltration and shows signs of rot. There have been previous repairs to the gutter system that has stopped the water leakage; but this corner will need the EIFS removed, rotted wood identified and replaced, EIFS replaced in kind. The extent of repairs will be estimated and shown on plans; but an allowance or contingency will need to be set aside if further demolition and replacement is required.

	<p>Building permit applications and submittals will be coordinated and submitted by Page & Beard Architects on the District's behalf. The District will pay for all permits fees, inspection fees and any other agency required fees.</p> <p>The project will be bid using the "Small Works roster and all required bid procedures will be followed.</p> <p>This proposal is based on discussions with the District. As-built plans will be prepared to document the current conditions of the building. The drawings will be based on the architectural plans provided by the District and field verification. The fees listed are based on the estimated number of hours required to complete the "Scope of Work" described in this proposal. We recommend an Hourly contract with a defined "Scope of Work" with an estimated fee for each phase of the work. The work described within this proposal should be completed within a 45 to 60 day period. The bidding and construction administration phase of the work will be hourly and has been estimated within this proposal.</p>
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PHASE I	PROJECT SCOPING AND AS-BUILT DOCUMENTS	ESTIMATED FEE:	\$6,750.00
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Site measurements and photo's, As-built drawings and details, roof product review and evaluation, document two roof design options with comparisons, evaluations and recommendations. Provide cost estimates for each option. Define other required repairs or damaged areas for review.

- As-Built drawings will be developed and used for design, construction and permit documents.
- Field measure and draft existing plans and elevations. Coordinate with plans provided by Owner.
- Digital site photos and notes will be taken.
- Design team meeting and site visit. (8 hours)
- Prepare site plan, as-built roof plans and exterior elevations.
- Plans and elevations will be used to help document findings for the next Phase.
- Investigate and document the existing roof and flashing conditions.
- Document two roof design options.
- Define all other required work to be included in Phase II
- Prepare cost estimate.
- Meeting to present the finding to the District's Board of Commissioners.

PHASE II	CONSTRUCTION DOCUMENTS, PERMIT AND BID DOCUMENTS	ESTIMATED FEE:	\$14,550.00
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- Prepare exterior design details, elevations and drawings required to communicate the recommended re-roofing improvements.
- Document recommendations for roof, flashings, copings, sealants and penetrations, etc.
- Document other building envelope repairs defined in Phase I
- Identify proposed finishes and materials.
- Provide specifications and bid conditions.
- Provide cost estimate for assumed bid numbers.
- Prepare and submit the required building permit applications.
- Meetings with District. (2 - 2 hour meetings.)
- Meeting to present the documents to the District's Board of Commissioners.

PHASE III	PERMITS AND BIDDING	ESTIMATED FEE:	\$1,750.00
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The building permit process takes approximately 6 to 8 weeks. During this period the construction price and conditions are determined through a select bid process. Page & Beard will be involved with the bidding process by answering questions or clarifying the design through addendum. We will work with the General Contractor/Owner to establish an acceptable construction budget.

- * Permit application, submittal and acquisition.
- * Modifications to plans as required by code review.
- * Bid coordination.
- * Prepare addendum and review substitution requests.
- * Organize and coordinate bid opening.

PHASE IV	CONSTRUCTION ADMINISTRATION This phase will be negotiated, by amendment, after the permit and construction documents phase is complete.		TBD
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This phase will be negotiated, by amendment, after the permit and construction documents phase is complete. We recommend bi-monthly visits to the site and that we observe construction, review and certify applications for payment, and function as the Owner's agent. Changes to the documents or revisions due to unforeseen conditions will be documented and resolved to the Owner's satisfaction. Fees established in this phase of the work will be determined as required. It also assumes a construction period of 90 calendar days. Services included in this phase are as follows;

- * Construction Observation (Bi-Monthly)
- * Project Administration:
 - Review monthly pay requests.
 - Review shop drawings and submittals.
 - Process modification requests and change orders.

Page and Beard Architects will visit the site twice a month and observe construction. Site observation notes and discussions will be documented. It is estimated that it will require about 4 hours per week for 12 weeks to administer the construction contract.

If the Owner asks for additional services beyond this proposal/contract these services will be estimated and billed hourly or as a fixed fee. Consultant fees contracted by the Architect for extra services will be added only by amendment if required and approved by the Client.

Page & Beard Architects have included a Professional "Fee & Billing Schedule" for your information. We estimate reimbursable expenses not to exceed **\$500.00**. Reimbursable expenses have not been included in the fees listed above.

Thank you for asking Page & Beard Architects to provide a proposal for professional services. We hope you find the preceding proposal helpful in understanding the scope of work required for the project. If you find the preceding proposal satisfactory, please sign this agreement and return it to Page & Beard Architects as acceptance and authorization to proceed.

Accepted By:

By: _____
Matt Everett, District Manager

Date

By: _____
Galen C. Page, Architect
Page & Beard Architects, President

Date:

See Attached "Professional Fee & Billing Schedule" for hourly rates and reimbursable expenses.

EXHIBIT B

Page & Beard Architects, P.S.
950 First Street South
Kirkland, WA. 98033

PROFESSIONAL FEE & BILLING SCHEDULE

April, 2018

SCHEDULE OF PROFESSIONAL FEES

Job Title	Hourly
Principal Architect	\$145.00
Principal/Public Hearings	\$165.00
Associate Architect	\$125.00
Intern Architect	\$95.00
Drafter	\$65.00
Clerical	\$45.00

JOB INCURRED EXPENSES

The following expenses will be direct reimbursable items times 1.15:

1. Expenses incurred in reproduction of original documents, photography, necessary travel, telephone/fax, telegraphic, courier services, and subsistence.
2. "Extra Service" consultant fees such as interior design, soil engineers, surveyors, Testing and inspection services, traffic studies, geo-technical engineering, etc.
3. Travel by private automobile at \$.48 per mile.
4. Drawing Production

8 ½" x 11":	Bond B&W Copies	\$.05 per copy
8 ½" x 14":	Bond B&W Copies	\$.10 per copy
11" x 17"	Bond B&W Copies	\$.25 per copy
8 ½" x 11":	Bond Color Copies	\$.50 per copy
11" x 17"	Bond Color Copies	\$.75 per copy
D Size:	Bond B&W Copies	\$1.50/Plot
D Size:	Bond Color Copies	\$5.00/Plot

Our billing periods extend from the 26th of the month through the 25th of the following month. You may expect to receive your monthly statement on or about the first of each month. Interim special statement formats are available on request.

All statement amounts that remain unpaid 45 days from the date of the original billing will be service charged at 1% per month (12% per annum).

Agenda Item No.: 5.1
Agenda Date: 05/02/18
Reviewed By: 

SUBJECT: Project SW18-1 HWD HQ Exterior Roof Evaluation & Replacement
Authorize Consulting Services Contract #18-60-12 with Page & Beard Architects

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

FINANCIAL						
<i>Expenditures?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
		<i>Amount:</i> \$ <u>23,550.00</u>				

ATTACHMENTS:

1. Resolution 18-5-2B
2. Attachment 1 – Contract #18-60-12 w/Exhibits

COMMENTS:

Per Resolution 17-12-20A the Board of Commissioners adopted the 2018 Budget which included replacing the metal roof of the headquarters building and repairing the damaged southwest corner of the Board room

District staff requested a proposal from Page & Beard Architects to evaluate the current condition of the metal roof and provide recommendations and contract documents for replacement.

The District's Engineer and General Manager reviewed the 4/25/18 scope of services from Page & Beard Architects and recommend approval of this resolution.