# HIGHLINE WATER DISTRICT KING COUNTY, WASHINGTON

#### **RESOLUTION 18-11-7B**

RESOLUTION AUTHORIZING CONSULTANT AGREEMENT #18-60-35 WITH PACE ENGINEERS, INC. FOR THE DESIGN SERVICES OF PROJECT SW18-3 SR-516 & SR-99 WATER MAIN REPLACEMENT

**WHEREAS**, on September 7, 2018, a Contractor working on behalf of a third party utility damaged a mis-marked 12-inch cast iron water main located at the intersection of Kent-Des Moines Road and Pacific Highway South; and

**WHEREAS**, the location of the existing main is impaired by multiple utilities, in excess of 10 feet deep, is difficult to locate and positioned under the foundation of the traffic signal on the highway increasing the complexity of the repair or for future access; and

**WHEREAS**, the District would benefit by relocating the main in a more convenient location for future access and maintenance; and

**WHEREAS**, the District selected PACE Engineers to design the replacement project on S 240<sup>th</sup> St and 9<sup>th</sup> Pl S and would benefit to combine both projects into one for economies and cost savings; and

WHEREAS, the District requested PACE Engineers, Inc. to submit a proposal for design services; and

**WHEREAS**, the District's General Manager and Engineer have reviewed the 11/5/18 scope of services submitted by PACE Engineers, Inc. (Exhibit(s) A, B, C), attached, and incorporated herein by this reference, and recommend approval of this resolution.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Highline Water District, King County, Washington, as follows:

- 1. The General Manager or designee is authorized to enter into Consultant Contract #18-60-35 for Design Services with PACE Engineers, Inc. (Attachment-1 incorporated herein by this reference) for a not to exceed amount of \$26,833.00.
- 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 on the **7th** day of **November 2018**.

BOARD OF COM	BOARD OF COMMISSIONERS	
Swan	Kathe Pun-Vernene	
Daniel Johnson, President	Kathleen Quong-Vermeire, Secretary	
Brue	link Holando	
Todd Fultz, Commissioner	Vince Koester, Commissioner	
Cauxa Landon		
<b>George Landon</b> , 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 **PACE ENGINEERS**, **INC**, (hereafter referred to as "the Consultant") in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. <u>Scope of Consulting Services</u>. Consultant shall provide consulting services to the District under the terms of this Agreement for the following Project:

SR-516 & SR-99 Water Main Replacement ("Project").

The scope of services is more fully described on **Exhibit A** attached hereto and incorporated herein by this reference.

- 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 Six Thousand Eight Hundred Thirty-Three and 00/100 Dollars (\$26,833.00). 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. <u>Schedule of Work</u>. 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.

SW18-3\_ConsultantAgrmt\_18-60-35\_PACE.docx REF #: 136\_\_\_

- 4. <u>Subcontractors</u>. 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. <u>Independent Contractor</u>. 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

Project SW18-3 SR-516 & SR-99 Water Main Replacement HWD Contract No. 18-60-35 PACE Engineers, Inc.

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. <u>Indemnification</u>. 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. <u>Standard of Care</u>. 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. <u>Right of Entry</u>. 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. <u>Compliance with Codes and Standards</u>. 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. <u>Discovery of Hazardous Materials</u>. 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. <u>Termination</u>. 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 <u>Notices</u>. 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: To the Consultant:

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

PACE Engineers, Inc. 11255 Kirkland Way, Suite 300 Kirkland, WA 98033-6715

Attn: Matt Everett Attn: Peter Paulsen, P.E. General Manager Sr. Project Manager

- 15.2 <u>Entire Agreement</u>. 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 <u>Waiver</u>. 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

SW18-3\_ConsultantAgrmt\_18-60-35\_PACE.docx REF #: \_\_136\_\_\_ any rights hereunder whether by agency, as a third party beneficiary, or otherwise.

- 15.5 <u>Jurisdiction/Law</u>. 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 <u>Severability</u>. 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 <u>Effective Date</u>. The effective date of this Agreement shall be the date that this Agreement has been signed by an authorized representative of the District ("Effective Date").

	("Consultant")	
Ву		
Typed Name	lame Martin Penhallegon, PE	
lts	President	
Dated		
	HIGHLINE WATER DISTRICT ("District")	
Ву		
Typed Name	Matt Everett	
Its	General Manager	
Dated		

PACE ENGINEERS, INC.

REVISED: 10/13/08 Page 5 of 5



November 5, 2018

**EXHIBIT A** 

Logan Wallace, P.E. Sr. Project Engineer Highline Water District 23828 30<sup>th</sup> Avenue S. Kent, WA 98032

Subject:

SR-516 & SR-99 Water Main Replacement

Proposal for Professional Surveying and Engineering Services

Dear Logan,

Thank you for the opportunity to provide you with a proposal for professional surveying and engineering services for the SR-516 & SR-99 Water Main (WM) Replacement project. The project as we understand involves survey, design and bidding to replace a section of existing 12" CI water main at SR-516 and SR-99. The existing CI pipe recently experienced a break near an existing bend at the southwest corner of the SR-516/SR-99 intersection.

The SR-516 & SR-99 WM Replacement project area extends from the La Piaza Shopping Center entrance on the south side of SR-516 around the intersection with SR-99 and in southbound Pacific Highway to the site of the former Burger King restaurant. The westerly portion of the existing 12" CI WM north of the Shopping Center is situated in the sidewalk adjacent to SR-516. The easterly half of existing 12" pipe is in a planter strip behind the walk. The existing 12" main then turns south at the existing bend, crosses the sidewalk and then continues south in the outside lane of SR-99.

The District recently installed a FH near the existing tee where the 12 CI main crosses SR-516 and added a valve to the main in SR-516 to provide FH protection and to isolate the pipe break. The existing main is currently isolated between the new valve and an existing in-line valve south of the Burger King site. Based on the sketch provided by the District we anticipate replacing roughly 250' of the existing 12" CI main with new DI pipe.

We expect that the new main will be installed in the turning lane of SR-516 and in the outside southbound lane of SR-99. The main should be located as close as possible to the existing curb and gutter to keep traffic impacts to a minimum and to keep closures limited to one lane only. We further anticipate that night work will be required for the main installation.

It is our understanding that the District intends to advertise this project along with the previously designed 9<sup>th</sup> Avenue & S. 240<sup>th</sup> Place AC Water Main Replacement project around the end of this year. The previously designed 9<sup>th</sup> Avenue improvements will be added or incorporate into to the SR-516/SR-99 WM Replacement project plans and specs as a separate schedule.

www.daceengrs.com

Below is our scope of work in which we outline the various tasks involved with this project. This scope of work includes design of the improvements through bid assistance. Our budget spreadsheet is also included as an attachment to this letter.

#### Task 1 - Project Management & Meetings

This task covers additional general project management and site visits for the SR-516/SR-99 project. General project management, including communication and coordination, shall involve internal project administration, review and preparation of invoices & pertinent backup materials, progress reports, and responding to general questions. A minimum of one site visits is anticipated to check for completeness of survey information and to review/check that designed improvements are compatible with existing site conditions.

#### Task 2 - Survey/Mapping

PACE will be using our in-house survey staff to complete all field survey work for the SR-515/SR-99 watermain replacement, resulting in production of base topographic plans for use by our design staff. We understand that the District will locate its own water main facilities.

The project area to be surveyed consists of roadway and portions of three lots, identified as tax parcels 2500600565, 2500600585 and 2500600590 in King County Records. The mapping will be from the centerline of the roadways and will extend a minimum of 25 feet into the properties extending roughly 300 feet northeasterly from the centerline of SR-99 and southerly 200 feet from SR-516 show District modifications, proposed improvements and adjacent areas.

Items to be performed under this task include the following:

- 1. Order design locates and marking of all existing underground utilities (except District WM).
- 2. Acquire available as-built utility maps from utility providers.
- 3. Conduct research in public records for necessary survey information.
- 4. The boundary and easements will be determined and shown on the drawing, based on King County GIS, or from a title report if provided by the client.
- 5. Show all topographic data within proposed design/construction limits. These include, but are not limited to buildings, pavement, significant trees, fences, retaining walls, rockeries, sewer and drainage features.
- 6. Show contour lines at 1-foot intervals within rights-of-way and easements.
- Provide base mapping at scale of 1" = 20'.
- 8. Walk all topo survey after base maps is complete to verify visible features are noted.

The following conditions clarify the exclusions from our scope of services:

- 1. Ordering of current title reports.
- Client is to facilitate right of entry to site.
- 3. No property corners will be set per this scope of work, thus eliminating the need for filing a record of survey.

www.paceengrs.com

#### Task 3 - Water Plan and Profile

Under this task, the design of the open-cut water main replacement and associated appurtenances will be prepared. Full sized drawings will be prepared at a scale of 1" = 20" on 22" x 34" sheets using the standard District title block. We anticipate that showing the water main design in plan and profile view will require two sheets.

More specifically, items to be performed under this task include the following:

- 1. Provide plan design, with enlarged details as necessary, to show new ductile iron pipelines, fire hydrants, services, connection to the existing system, and abandonment and/or removal of ex. CI pipes, etc.
- 2. Replacement fire hydrants, if required, will be shown near the existing ones.
- 3. Prepare water main profile.
- 4. Develop specialized details, if necessary, in addition to the Standard Details.
- 5. Provide Temporary Erosion and Sedimentation Control measures. TESC measures will be shown on the water plan. TESC details and notes are already addressed in the plan set as part of Schedule A.
- 6. Show right-of-way restoration elements and details as necessary. Restoration will be shown on the water plans.
- 7. Road repair is assumed to include trench patching and grind and overlay over a portion of both SR-516 and SR-99.
- 8. At this point it is assumed that any curb ramp upgrades will be limited to the possible addition/retrofitting of ramps with truncated domes. It is further assumed that the existing ADA ramp west of the existing tee near the entrance to the La Plaza Shopping center that does not appear to be compliant will not be disturbed and therefore not require upgrades.
- 9. Incorporate previously prepared 9th and 240th Place design into plan set.
- 10. Provide Quantity Take-Offs and Cost Estimates at major design phases.
- 11. Address District comments as required after 60% and 90% review.
- 12. Prepare and assist with ROW application with City of Kent.

#### Task 4 - Specifications and Contract Documents

Specifications will be prepared using District provided boilerplate for the General and Special Provisions and the District's standard construction notes as a base for the Technical Provisions. WSDOT/APWA references will be made as necessary to further support general requirements or specifications. Specifications will be provided to the District for review at 60% Design and before going to bid. Separate bid schedules will be provided for the SR-516/SR-99 project and for the previously designed 9th and 240th Place project. Both projects are assumed to be bid at the same time. District comments will be incorporated/addressed as necessary.

www.paceendrs.com

#### Task 5 – Traffic Control Plan

This task includes the preparation and approval of traffic control plans (TCP) for work in both SR-516 and SR-99 to be submitted to the City of Kent and subject to review, comments and approval by WSDOT. It is assumed that the City of Kent has jurisdiction over this portion of the roadways.

#### Task 6 - QA/QC

For quality assurance during design, a senior level principal will thoroughly review all documents before they are submitted to the District or permitting agencies. This will typically occur at final document preparation.

#### Task 7 - Bid Support

PACE will provide Bid Support to include the following services:

- 1. Prepare and coordinate Advertisement for Bids.
- Post plans and specifications on a web-based plan distribution site such as QuestCDN or Builder's Exchange.
- 3. Answer questions during the bidding period.
- 4. Prepare and coordinate posting of bid addenda.
- 5. Provide Bid Tab and investigate Low Bidder.
- 6. Prepare copies of Contract Documents for Low Bidder and District approval.

#### Reimbursable Expenses & Subconsultants

Reimbursable expenses cover printing of review sets, courier costs, reproduction of bid sets, etc. and subconsultant costs include utility locates. For budgeting purposes, additional reimbursable expenses <u>and</u> subconsultant costs in the total amount of \$1,075.00.00 have been estimated. Permit fees, if any, are assumed to be paid or reimbursed by the District.

The following services are not anticipated to be required or not necessary at this time and are not included in our scope but can be added by contract amendment if requested by the District:

- 1. Provide Construction Administration.
- Survey staking and as-built survey.
- 3. Prepare As-Builts.

www.paceengrs.com

### **Estimated Design Budget**

We propose to bill our surveying and engineering services for SR-516 & SR-99 Water Main Replacement Tasks 1 through 7 (including reimbursables and utility locates) on a Time & Material basis and complete the above activities for an estimated budget of \$26,833.00 (see attached budget worksheet). All billings will be at our approved 2018 District rates (see attached rate sheet).

Again, we appreciate the opportunity to present this proposal and hope that it meets the needs of the District. Please feel free to call me if you have any questions.

Sincerely,

PACE Engineers, Inc.

Peter Paulsen, PE Senior Project Manager Marty Penhallegon, PE President

Attachments

# **EXHIBIT B**

PACE Engineers

Project Budget Worksheet - 2018 Municipal Rates

54.00 30.00 8.00 14.00 4.00 \$26,833 Printed: 11/5/2018, 4:25 PM \$25,758.00 160.00 \$575 2018 Municipal Rates \$25,758 Hour Total 5-Nov-18 랖 Administrator PACE Billed Labor Total Reimbursable Expenses Total Project Budget Subconsultants £36 <u>5</u> 玉 Prepared By: Date: 16.0 \$2,992 Wo-Person \$187 8 9 Rate Table Used: 12.0 \$1,440 Survey Tech \$120 껃 4 \$1,328 Survey Prj Mgr Highline Water District \$166 **4** 20 \$374 Sr Principal Surv \$500.00 \$500.00 \$575.00 \$187 Labor Hours by Classification <del>各</del> Task#: Total Total Subconsultant Subtotal \$ Seotechnical Engineer fechanical Engineer lectrical Engineer Subconsultants & C Engineer \$1,056 Location: GIS Analyst III 80. Milty Locate \$132 얾 Markup Page 1 of 1 CAD Drafter 18.0 \$170 22 9 SR-516 & SR-99 WM Replacement Billing Group #: \$7,304 4.0 Ž \$500.00 SPIE \$166 S <u>€</u> Reimbursable Quantity Cost \$6,732 Total 36.0 Sr Prj Mgr \$187 Ξ \$1,760 Sr Principal rate/unit \$220 Eng File: HWD - SR-516 & SR-99 WM Replacement, Fee Worksheet Labor Code 444444 g 를 Project Name Project#: Drawing/Task Title ask 4 - Specifications & Contract Documents ask 1 - Project Management & Meetings Staff Type # (See Labor Rates Table) Fask 3 - Water Plan and Proffle echnology Fee (2% of labor) ask 5 - Traffic Control Plan Fask 2 - Survey/Mapping ileage/Travel/Per Diem Staff Type Hourly Rate ask 7 - Bid Support ask 5 - QA/AC ostage/Courier Photo/Video Labor Total Expenses



## WASHINGTON 2018 MUNICIPAL (ENGINEER OF RECORD)

## **HOURLY RATE SCHEDULE**

Effective January 1, 2018

**EXHIBIT C** 

Engineers | Planners | Surveyors

<u>DEŞ</u>	<u>CRIPTION</u> <u>F</u>	OURLY	RATE
1.	Office Tech I, Expediter I	\$	45.00
2.	Office Tech II, Expediter II	\$	57.00
3.	Office Tech III, Intern, Jr. CAD Technician, Jr. Inspector, Engineer Tech, Survey Field Tech	ı <b>l \$</b>	68.00
4.	GPS Assistant, Jr. Planner, CAD Technician, Sr. Office Tech, Inspector, Designer, Engineer Tech I, Survey Tech I, Survey Field Tech II	\$	84.00
5.	Jr. Engineer, Designer I, Inspector I, CAD Technician I, Survey Tech II, GIS Tech, Project Administrator, Planner, Survey Field Tech III	\$	99.00
6.	Engineer I, Planner I, GIS Analyst I, Designer II, CAD Technician II, Inspector II, Survey Tech III, Survey Field Tech IV, Sr. Project Administrator	\$ 1	110.00
7.	Engineer II, Planner II, GIS Analyst II, Designer III, CAD Technician III, Inspector III, Survey Tech IV, Jr. Party Chief	\$ 1	120.00
8.	Engineer III, Project Designer, Planner III, GIS Analyst III, Sr. Survey Tech, Sr. CAD Technician, Sr. Inspector, Party Chief		132.00
9.	Sr. Engineer, Project Designer I, Sr. Planner, Project Surveyor, Robotic & Operator, Project CAD Technician, Sr. GIS Analyst, Sr. Project Inspector, Sr. Party Chief, BIM/CAD N	Vigr \$¹	145.00
10.	Project Engineer, Project Designer II, Project Planner, Sr. Project Surveyor, Sr. Project GIS Analyst, Structural Engineer	<b>\$</b> 1	55.00
11.	Sr. Project Engineer, Sr. Structural Engineer, Sr. Project Designer, Sr. Project Planner, Survey Project Manager, GPS & Operator, IT Manager	\$ 1	166.00
12.	Project Manager, Principal Surveyor, Planning Project Manager	\$ 1	176.00
13.	Sr. Project Manager, Sr. Principal Surveyor, 3D Scanning & Operator, Two-Person Crew	\$ 1	87.00
14.	Principal Engineer, Principal Planner, Sr. Two-Person Crew	\$ 2	202.00
15.	Senior Principal Engineer, Senior Principal Planner	\$ 2	220.00
	REIMBURSABLES		
A.	Subconsultants, Professional and Technical	Cost ·	+ 15%
В.	Maps, reports, materials, permit fees, express delivery and messenger, pass-through bills, and similar items necessary for work in progress	Cost + 15%	
C.	Technology expenses associated with computers, software, electronic distance measuring devices, telephone, cell phone, photo copies, standard survey supplies and transportation and standard postage will be invoiced as a Technology Charge	N/A	
D.	Out-of-Town travel per diem and cost of commercial transportation	Cost	+ 10%
E.		No C \$ 0.60 pe \$ 0.60 pe	
F.	Special Equipment/Software Special Software for Modeling/Analysis Large Format Blueprints and Reproduction – Bond Large Format Blueprints and Reproduction – Mylar Color Copies – In-house (8½ x 11)	\$ 10 \$ 0.50/s \$ 1.50/s	0/hour sq foot
G.	Expert Witness	Rate	e x 1.5

Notes: 1 All payment is due within 30 days from date of invoice.

The foregoing schedule of charges is incorporated into the agreement for the services provided effective January 1, 2018. After December 31, 2018, invoices will reflect the schedule of charges in effect at that time.

PACE's rates include professional liability insurance coverage for claims up to \$2 million. Clients can purchase additional coverage for cost and upfront payment of \$5,000 per additional \$1 million of insurance up to a maximum of \$5 million.

Agenda Item No.: 5.2
Agenda Date: 11/07/18
Reviewed By: m. £,

**Subject:** Resolution authorizing Consultant Services Agreement #18-60-35 with PACE Engineers, Inc. for the Design Services of Project SW18-3 SR-516 & SR-99 Water Main Replacement

CATEGORY		
Executive		
Administrative		
Engineering/Operations	х	

FINANCIAL				
Expenditures?	Yes x No N/A			
Budgeted?	Yes x No			
	Amount: \$ 26,833.00 (Excludes Sales Tax)			

#### **Attachments:**

- 1. Resolution 18-11-7B
- 2. Attachment 1 Consultant Agreement #18-60-35 with Exhibits A, B and C

#### Comments:

The District selected PACE Engineers to design the replacement project on S 240th St and 9th PL S and would benefit to combine both projects into one for economies and cost savings.

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