

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 20-5-20C**

**RESOLUTION AUTHORIZING CONSULTING SERVICES AGREEMENT #20-60-11 WITH PACE ENGINEERS, INC. FOR PROFESSIONAL SURVEYING AND ENGINEERING SERVICES RELATING TO THE MILITARY ROAD LOOP REPLACEMENT**

**WHEREAS**, the District requested a scope of work and budget from PACE Engineers, Inc., for design of the Military Road Loop Replacement; and

**WHEREAS**, the project consists of abandoning and replacing an existing water main loop that will be impacted by the proposed Sound Transit (ST) Light Rail improvements and installing replacement mains in a couple of locations to maintain hydraulic capacity and flows; and

**WHEREAS**, PACE Engineers, Inc. will perform the following tasks:

- Task 1 Project Management & Meetings
- Task 2 Survey/Mapping
- Task 3 Water Plans and Profiles
- Task 4 Specifications and Contract Documents
- Task 5 Permits and Approvals
- Task 6 QA/QC
- Task 7 Services During Bidding & Award

**WHEREAS**, the District's Engineering & Operations Manager and General Manager have reviewed the scope of work and budget submitted by PACE Engineers, Inc. and recommend approval of this resolution.

**NOW, THEREFORE, BE IT RESOLVED:**

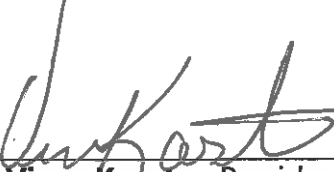
1. The General Manager or designee is authorized to enter into Contract #20-60-11 with PACE Engineers, Inc. (Attachment 1, incorporated herein by this reference), for a not-to-exceed amount of \$65,002.00.
2. The General Manager and/or the District's legal counsel are authorized to make minor changes to the contract if required.

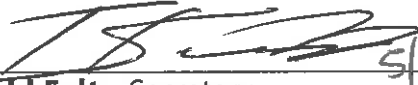
**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 20-5-20C**

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **20th** day of **May 2020**.

**BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
**Vince Koester**, President

  
\_\_\_\_\_  
**Todd Fultz**, Secretary

  
\_\_\_\_\_  
**Polly Daigle**, Commissioner

  
\_\_\_\_\_  
**Daniel Johnson**, Commissioner

  
\_\_\_\_\_  
**Kathleen Quong-Vermeire**, Commissioner

## 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 **PACE ENGINEERS, INC.** (hereinafter 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: Military Road Loop 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 Sixty-Five Thousand Two and 00/100 Dollars (\$65,002.00). 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(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.

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.

## AGREEMENT FOR CONSULTING SERVICES

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 employers 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.

## **AGREEMENT FOR CONSULTING SERVICES**

The above insurance limits do not constitute a limit on Consultants 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 negligent acts, errors or omissions. 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 Consultants 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. Consultants 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

## AGREEMENT FOR CONSULTING SERVICES

herein. In that event, the parties may extend the Contract Completion Date by mutual agreement.

14. Termination. This Consultant Agreement shall continue through December 31, 2020 unless either party notifies the other of its intention not to continue. 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> PACE Engineers, Inc. 11255 Kirkland Way, Suite 300 Kirkland, WA 98033 Attn: Peter Paulsen, P.E., Project Manager
---	--

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. Effective Date. 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").

**AGREEMENT FOR CONSULTING SERVICES**

**PACE ENGINEERS, INC.**  
("CONSULTANT")

By \_\_\_\_\_

Typed Name Martin L. Penhallegon

Its President

Dated \_\_\_\_\_

**HIGHLINE WATER DISTRICT**  
("OWNER")

By \_\_\_\_\_

Typed Name Matt Everett

Its General Manager

Dated \_\_\_\_\_



February 19, 2020

**EXHIBIT A**

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

**Subject:      *Military Road Loop Replacement  
Proposal for Professional Surveying and Engineering Services***

Dear Logan,

We appreciate this opportunity to provide you with a proposal for professional surveying and engineering services for the Military Road Loop Replacement. This project as we currently understand it involves abandoning and replacing an existing water main loop that will be impacted by the proposed Sound Transit (ST) Light Rail improvements and installing replacement mains in a couple of locations to maintain hydraulic capacity and flows.

We further understand that any pipe abandonment or pipe re-connections for the section of existing 12" main between S. 272<sup>nd</sup> Street, and approximately S. Star Lake Road, will be addressed by ST. We point out that the District may want to look at retaining the northern portion of the 12" loop near the Mark Twain Elementary School if necessary to maintain appropriate fire flow to the school.

The project components to be addressed by PACE Engineers, Inc. are more particularly described as follows:

1. Abandonment of an existing 8" AC main that extends from Star Lake Road on the west side of the freeway to Military Road S. and then up Military across I-5, to S. Star Lake Road on the east side of the freeway.
2. The existing mains in S. Star Lake and Military Roads will be replaced with 12" D.I. mains.
3. A new 12" main will also be constructed in S. Star Lake Road (approx. 22<sup>nd</sup> Ave. S.) between S. 272<sup>nd</sup> St. and S. Star Lake Road.
4. In total, approximately 900 feet of existing main will be abandoned and a total of roughly 1,360 feet of new 12" main will be installed.

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



### **Task 1 – Project Management & Meetings**

This task covers general project management, including communication and coordination, internal project administration, review and preparation of invoices & pertinent backup materials, progress reports, plan review meeting (one plan review meeting) and responding to general questions.

### **Task 2 – Survey/Mapping**

PACE will be using our in-house survey staff to complete all field survey work, 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. 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. Tie control points to monuments as required to establish street rights-of-way.
5. Set additional control points / benchmarks as needed.
6. Show all topographic data within proposed design/construction limits.
7. Show contour lines at 2-foot intervals within rights-of-way and easements.
8. Show all identified utilities including individual service lines where possible.
9. Provide base mapping at scale of 1" = 20'.
10. Walk all topo surveys after base maps are complete to verify visible features are noted.

### **Task 3 – Water Plans and Profiles**

Under this task, the design of the water main replacement and associated appurtenances will be prepared. We will also provide details as necessary for abandonment of the existing mains. 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 the water main design in plan and profile view will require five 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 existing mains, etc.
2. Replacement fire hydrants will be shown near the existing ones or spaced as appropriate.
3. Prepare water main profile.
4. Develop specialized details, if necessary, in addition to the District Standard Details.
5. Provide Temporary Erosion and Sedimentation Control measures, notes and details. TESC measures will be shown on the water plan. Show right-of-way restoration elements and details as necessary. Restoration will be shown on the water plans.
6. Road repair is assumed to include trench patching and grind and overlay. It is assumed

- that ADA ramps and ramp upgrades are not required as part of this project. However, if Federal Way or King County require it we can provide design services on a T&M basis.
7. Prepare a traffic control plans to cover the typical construction area if specifically requested by Federal Way, King County or WSDOT. Traffic control plans will be revised to address District and jurisdiction comments.
  8. Provide Quantity Take-Offs and Cost Estimates at major design phases.
  9. Address District comments as required after 60% and 90% review.

#### **Task 4 – Specifications and Contract Documents**

Specifications and contract bid documents will be developed for this project similar to those prepared for past District projects. Special technical specifications and details will also be developed as needed.

#### **Task 5 - Permits and Approvals**

The portion of the project area south of S. 272<sup>nd</sup> Street is within the City of Federal Way. The part of the project in Military Road under I-5 is in WSDOT right-of-way, while the project area east of I-5 is within King County. Therefore, right-of-way permits will be required from Federal Way, King County and WSDOT.

PACE will prepare the necessary application materials and submit to the City, WSDOT and the County for the required permits. Preparation of an open-cut variance request for the WSDOT permit is also included for under this task. In addition, twelve (12) hours of time for meetings with WSDOT on project/ ROW permit issues has been included under this task. Permit fees are assumed to be paid by the District.

#### **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 - Services During Bidding & Award**

PACE will provide all services as necessary during the bidding phase of the project. These would include posting plans and specifications on QuestCDN or Bidders Exchange, answering questions during the bidding period, preparing and distributing addenda as necessary, attendance at the bid opening, investigations of the low bidder, preparation of recommendation of award, notice of award to contractor, etc.

Similar to previous District projects, Construction Administration (including survey staking, as-built survey and as-builts) is not included as part of this project. We can provide a proposal for Construction Administration at a later date upon request.

### 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, reimbursable expenses and subconsultant costs in the amount of **\$2,110** have been estimated.

### **Estimated Design Budget**

We propose to bill our surveying and engineering services for Tasks 1 through 7 (including reimbursables and utility locates) on a **Time & Material** basis and complete the above activities for an **estimated budget of \$65,000** (see attached budget worksheet). All billings will be at our 2020 District rates.

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

cc: Jeremy Delmar, PE, Operations Manager, HWD

Attachment

**EXHIBIT B**

**PACE Engineers**      **Project Name: Military Road Loop Replacement**      **Location: Highline Water District**      **Project #: 20420**      **Billing Group #: 20420**      **Prepared By: HPP**      **Date: 2/19/2020**

Project Name	Military Road Loop Replacement	Location	Highline Water District	Prepared By	HPP
Project #	20420	Task #		Date	2/19/2020

Labor Hours by Classification															
Staff Type # (See Labor Rates Table)	Staff Type Hourly Rate	62	75	16	11	16	75	62	33	91	40	44	51	58	Hour Total
Drawing/Task Title	Job Title	CIS Analyst III	CAD Tech II	Engineer II	Sr. Project Manager	Engineer II	CAD Tech II	CIS Analyst III	Sr. Planner	Project Administrator	Sr. Principal Surveyor	Sr. Project Surveyor	Survey Tech IV	Two-Person Crew	Hour Total
Task 1 - Project Management & Meetings	Senior Principal Engineer			8	4										34.0
Task 2 - Survey/Mapping					4						8	8	32	32	84.0
Task 3 - Water Plans and Profiles			56		24										138.0
Task 4 - Specs and Contract Docs			20		12					8					64.0
Task 5 - Permits and Approvals			4		16				40						12.0
Task 6 - QA/QC					8										28.0
Task 7 - Services During Bidding & Award			4		12					4					

Hours Total	10.0	100.0	96.0	94.0	40.0	12.0	8.0	32.0	32.0	32.0	32.0	32.0	32.0	32.0	360.0
Labor Total	\$2,360	\$20,000	\$12,384	\$7,552	\$6,200	\$1,284	\$1,600	\$3,776	\$1,336	\$1,600	\$3,776	\$6,400	\$62,892.00		

Expenses	rate/unit	Reimbursable	
		Quantity	Cost
Postage/Courier			\$100.00
Plotter			\$400.00
Photo/Video			
Mileage/Travel/Per Diem			
Miscellaneous			
Technology Fee (2% of labor)			N/A
<b>Total</b>			<b>\$500.00</b>

Subconsultants	
Utility Locate	\$1,400
Mechanical Engineer	
Electrical Engineer	
Geotechnical Engineer	
I & C Engineer	
<b>Subconsultant Subtotal</b>	<b>1,400.00</b>
Markup	15%
<b>Total</b>	<b>\$1,610.00</b>

PACE Billed Labor Total	\$62,892.00
Reimbursable Expenses	\$500.00
Subconsultants	\$1,610.00
<b>Total Project Budget</b>	<b>\$65,002.00</b>



**WASHINGTON**  
**2020 ENGINEER OF RECORD**  
**HOURLY RATE SCHEDULE**  
 Effective January 1, 2020

**EXHIBIT C**


Engineers | Planners | Surveyors

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
1. Office Tech I, Expediter I	\$ 48.00
2. Office Tech II, Expediter II	\$ 62.00
3. Office Tech III, Intern, Jr. CAD Tech, Jr. Inspector, Engineer Tech, Survey Tech I	\$ 72.00
4. Jr. Planner, CAD Tech, Sr. Office Tech, Inspector, Designer, Engineer Tech I, Survey Tech II	\$ 90.00
5. Jr. Engineer, Designer I, Inspector I, CAD Tech I, GIS Tech, Planner, Project Administrator, Survey Tech III	\$ 107.00
6. Engineer I, Planner I, GIS Analyst I, Designer II, CAD Tech II, Inspector II, Sr. Project Administrator, Survey Tech IV	\$ 118.00
7. Engineer II, Planner II, GIS Analyst II, Designer III, CAD Tech III, Inspector III, Survey Tech V	\$ 129.00
8. Engineer III, Project Designer, Planner III, GIS Analyst III, Sr. CAD Tech, Sr. Inspector, Party Chief	\$ 141.00
9. Sr. Engineer, Project Designer I, Sr. Planner, Project Surveyor, Robotic & Operator, Project CAD Tech, Sr. GIS Analyst, Sr. Project Inspector, BIM/CAD Mgr	\$ 155.00
10. Project Engineer, Project Designer II, Project Planner, Sr. Project Surveyor, Sr. Project GIS Analyst, Structural Engineer, GPS & Operator	\$ 167.00
11. Sr. Project Engineer, Sr. Structural Engineer, Sr. Project Designer, IT Manager, Sr. Project Planner, Survey Project Manager, 3D Scanning & Operator	\$ 177.00
12. Project Manager, Planning Project Manager, Principal Surveyor	\$ 187.00
13. Sr. Project Manager Sr. Principal Surveyor, Two-Person Crew	\$ 200.00
14. Principal Engineer, Principal Planner, Sr. Two-Person Crew	\$ 218.00
15. Senior Principal Engineer, Senior Principal Planner	\$ 236.00

REIMBURSABLES

A. Subconsultants, Professional and Technical	Cost + 15%
B. 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. Transportation within 30 Mile Radius *	No Charge
Transportation beyond 30 Mile Radius – Automobile	\$ 0.60 per mile
* On job inspection mileage will be billed	\$ 0.60 per mile
F. Special Equipment/Software	
Special Software for Modeling/Analysis	\$ 10/hour
Large Format Blueprints and Reproduction – Bond	\$ 0.50/sq foot
Large Format Blueprints and Reproduction – Mylar	\$ 1.50/sq foot
Color Copies – In-house (8½ x 11)	\$ 0.25/page
G. Expert Witness	Rate x 1.5

- Notes:
- <sup>1</sup> All payment is due within 30 days from date of invoice.
  - <sup>2</sup> The foregoing schedule of charges is incorporated into the agreement for the services provided effective January 1, 2020. After December 31, 2020, invoices will reflect the schedule of charges in effect at that time.
  - <sup>3</sup> 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.:** 5.3  
**Agenda Date:** 05/20/20  
**Reviewed By:** 

**Re:** Resolution authorizing Consulting Services Agreement #20-60-11 with PACE Engineers, Inc. for the Military Road Loop Replacements

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>65,002.00</u>
			<i>(Excludes Sales Tax)</i>

**ATTACHMENTS:**

1. Resolution 20-5-20C
2. Attachment 1 – Consultant Agreement #20-60-11

**COMMENTS:**

The District requested a scope of work and budget from PACE Engineers, Inc., for design of the Military Road Loop Replacement.

The project consists of abandoning and replacing an existing water main loop that will be impacted by the proposed Sound Transit (ST) Light Rail improvements and installing replacement mains in a couple of locations to maintain hydraulic capacity and flows.

The District’s Engineering & Operations Manager and General Manager have reviewed the scope of work and budget submitted by PACE Engineers, Inc. and recommend approval of this resolution.