

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 16-3-2A**

**RESOLUTION AUTHORIZING CONSULTANT AGREEMENT #16-60-10 WITH GRAY & OSBORNE, INC. FOR THE DESIGN OF PROJECT 16-5 S 268TH ST WATER MAIN REPLACEMENT**

**WHEREAS**, the City of Des Moines has received federal funding for sidewalk and storm improvements at South 268th Street and intends to bid their project in May 2016; and

**WHEREAS**, the District has approximately 1,000 LF of 6" AC main in direct conflict with the city's storm improvements in addition to approximately 800 LF of adjacent AC main; and

**WHEREAS**, the scope of work consists of the design and bid for the replacement of water main on and near to S 268th St. The water mains and appurtenances will be replaced on the following streets: S 268th – from 19th Ave S. to approx. 100 feet west of 16th Pl S; 16th Pl S; 17th Ave S, both cul-de-sacs north and south of S 268th St; 18th Pl S – from S 268th St to a point approx. 250 feet north; and

**WHEREAS**, District staff reviewed the Statement of Qualifications from engineering firms on the 2016 Municipal Research Services Center (MRSC) Consultant Roster; and

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

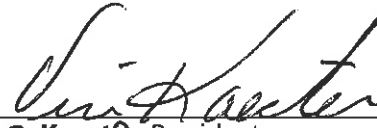

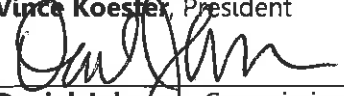
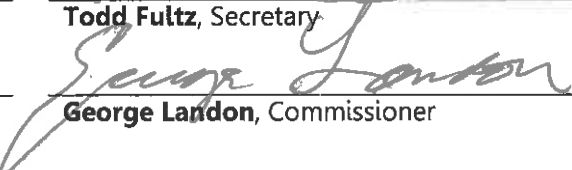

**WHEREAS**, the District's Engineer and General Manager have reviewed the scope of services from Gray & Osborne, Inc. and recommend approval of this resolution.

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

1. The General Manager or designee is authorized to enter into Contract #16-60-10 (Attachment 1, incorporated herein by this reference) with Gray & Osborne, Inc. for a not-to-exceed amount of \$30,050.00.
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 **GRAY & OSBORNE, INC.**, (hereafter referred to as "the Consultant") in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. Scope of Consulting Services. Consultant shall provide consulting services to the District under the terms of this Agreement for the following Project: **S 268th St Water Main 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 Thirty Thousand Fifty and 00/100 Dollars (\$30,050.00). 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 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 performance under this Agreement, except to the extent any injuries or damages caused by the negligence of the District. For the purposes of this indemnification, Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Consultant's obligation to defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of Consultant's negligence. The provisions of this Section shall survive the expiration of termination of this Agreement.
9. Ownership of Documents. Consultant agrees to return to District upon termination of this Agreement all documents, logs, drawings, photographs and other written or graphic material, however produced, received from District and used by Consultant in performance of its services hereunder. All documents, logs, drawings, specifications, designs, mylars, surveys, survey data, reports and other work product (collectively referred to as "Work Product") produced by Consultant in connection with the services rendered under this Agreement shall be owned by District. District shall own all copyrights to such Work Product and Consultant agrees to assign all ownership rights to such Work Product to the District. Reuse of any such Work Product by the District for other than a specific project or modification in use by the District of any of the Work Product without the Consultant's prior written approval shall be at the District's sole risk.
10. Standard of Care. Consultant warrants that its services shall be performed with the level of care, skill and competence of the consulting profession in accordance with the standard for professional services at the time the services are rendered.
11. Right of Entry. District shall provide for the right of entry of Consultant and its subcontractors and all necessary equipment in order to complete the services under this Agreement.
12. Compliance with Codes and Standards. Consultant's Professional Services shall be consistent with the standard of care and shall incorporate those publicly known federal, state and local laws, regulations, codes and standards that are applicable at the time Consultant renders its services.
13. Discovery of Hazardous Materials. The Parties recognize that unanticipated hazardous materials or suspected hazardous materials may be discovered on District's property or on property included as part of the site of work but not owned by District. The discovery of

unanticipated hazardous materials may delay the Consultant's provision of the services required herein. In that event, the parties may extend the Contract Completion Date by mutual agreement.

14. Termination. This Agreement may be terminated by either Party upon five (5) days written notice for any reason. In the event of termination, Consultant shall be entitled to compensation for all services performed and costs incurred through and including the date of termination, except as to any disputed amounts.

15. General Provisions.

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:

Gray & Osborne, Inc.  
701 Dexter Avenue North, Suite 200  
Seattle, WA 98109

Attn:

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").

**GRAY & OSBORNE, INC.**  
("Consultant")

By \_\_\_\_\_  
Typed Name \_\_\_\_\_  
Its \_\_\_\_\_  
Dated \_\_\_\_\_

**HIGHLINE WATER DISTRICT**  
("District")

By \_\_\_\_\_  
Typed Name Matt Everett  
Its General Manager  
Dated \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

#### HIGHLINE WATER DISTRICT SOUTH 268<sup>TH</sup> STREET WATER MAIN REPLACEMENT

##### PROJECT UNDERSTANDING

The Highline Water District (Highline or District) seeks to have water mains and appurtenances replaced as described in this scope. This scope provides services for design and bid of the project through providing a recommendation for award. The project will be designed in coordination with Midway Sewer District's (Midway) sewer main replacement in approximately the same areas. All services provided to Highline and Midway shall be by separate scopes of work. The result of the scopes of work will be the production of one set of bid and construction documents with separate construction schedules.

The City project is constructing sidewalk improvements along the north and south sides of South 268<sup>th</sup> Street, as well as storm drainage and curb and gutter. The City will repave the street after their improvements are complete.

This scope of work consists of the design and bid for the replacement of water main on and near to S. 268<sup>th</sup> Street. The water mains and appurtenances will be replaced on the following streets:

- South 268<sup>th</sup> Street – From 19<sup>th</sup> Avenue South to approximately 100 feet west of 16<sup>th</sup> Place South.
- 16<sup>th</sup> Place South.
- 17<sup>th</sup> Avenue South.
- 17<sup>th</sup> Place South, both cul-de-sacs north and south of South 268<sup>th</sup> Street.

The anticipated project schedule for this scope is as follows:

Notice to Proceed:	March 2, 2016
90 % Design Submittal:	March 9, 2016
District Return Comments:	March 16, 2016
Anticipated Bid Date:	March 24, 2016
Anticipated Award Date:	April 20, 2016
Anticipated Construction Start:	May 9, 2016
Anticipated Construction Completion:	July 1, 2016

This project assumes that the project restoration will only include trench patch and no other pavement, gutter, or sidewalk improvements including ADA ramps. It is

understood that the City of Des Moines will be installing sidewalk and street improvements including ADA ramps after this project is complete.

It is assumed that these water mains have been included in the District's Comprehensive Plan in the Capital Improvement Plan and will be designed per District standards, thus will not require a Department of Health review and approval for this work.

## **SCOPE OF WORK**

Gray & Osborne will perform the following tasks.

### **Task 1 – Project Management**

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

Provide overall project management and oversight services, to include:

1. Procure sufficient staff resources to dedicate to the project.
2. Manage and control project budget and schedule.
3. Manage and provide monthly progress reports and invoices.

**Deliverables:** Monthly progress reports and invoices.

### **Task 2 Survey**

**Objective:** Obtain utility locates and topographical survey of areas outside of City provided survey on South 268<sup>th</sup> Street. Tie in G&O obtained survey information to the City provided survey information.

1. Obtain utility locates on the areas as noted in the scope description for areas outside of South 268<sup>th</sup> Street.
2. Establish horizontal and vertical control on the District's adopted datum.
3. Obtain topographical survey of the marked areas at scale of 1"=20' showing existing utilities, rights-of-way (ROW), property lines, and other information as needed. ROW and property lines will be approximate based upon GIS data.
4. Incorporate information from District as-builts and base maps and City survey data.



**Deliverables:** None. Information obtained as part of this Task will be utilized to develop plans.

**Assumptions:** Highline will provide locates for water.

### **Task 3 – Engineering Design and Contract Document Preparation**

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

1. A 90 percent design submittal including project plans, specifications, and cost estimate will be provided to the District for review. Submit permit sets to the City of Des Moines.
2. Bid documents will be produced from District comments on the 90 percent submittal.
3. Gray & Osborne will prepare an engineer's cost estimate for the project.
4. Gray & Osborne will attend one review meeting at the District.

**Deliverables:** Three sets of specifications, full sized plans, and cost estimate at each of the 90 percent submittal for the contract.

**Assumptions:** G&O will use Highline's standard construction contract. Project plans will be 22" x 34" full size.

### **Task 4 – Quality Assurance/Quality Control**

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

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

## **Task 5 – Bid and Award Assistance**

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

Gray & Osborne will provide the following bid and award services:

1. Advertise the bid in the Daily Journal of Commerce and any other paper of record.
2. Submit documents to Builders Exchange for inclusion on their website.
3. Answer bidder questions.
4. Prepare contract addenda, as necessary.
5. Review bids and apparent low bidder qualifications.
6. Prepare bid tabulation.
7. Prepare recommendation to award letter.

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

**Assumptions:** District will be billed directly for the bid advertisement. District will conduct Bid Opening.

Not included within this Scope of Work are the following:

- Field construction inspection.
- Geotechnical investigation.
- Construction management including submittal review, progress estimate preparation, responding to RFIs, or change order preparation or negotiation.

**EXHIBIT "B"**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

***SOUTH 268TH STREET WATER MAIN REPLACEMENT***

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Eng. Hours	AutoCAD/ GIS Tech. Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Project Management	2	12					
2 Surveying			2		4	8	16
3 Engineering Design and Contract Preparation							
90% Design		12	40	8	20		
Final Contract Documents		6	16	8	10		
4 QA/QC	12	12	12				
5 Bid and Award Assistance		2	8	4			
Hour Estimate:	14	44	78	20	34	8	16
Fully Burdened Billing Rate Range:*	\$112 to \$176	\$115 to \$176	\$110 to \$142	\$75 to \$118	\$45 to \$90	\$109 to \$128	\$219 to \$274
Estimated Fully Burdened Billing Rate:*	\$145	\$145	\$135	\$110	\$90	\$125	\$250
Fully Burdened Labor Cost:	\$2,030	\$6,380	\$10,530	\$2,200	\$3,060	\$1,000	\$4,000

Total Fully Burdened Labor Cost:	\$ 29,200
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 230
Printing	\$ 70
Subconsultant: APS Locates	\$ 500
Subconsultant Overhead (10%)	\$ 50
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 30,050</b>

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

**Agenda Item No.:** 5.1  
**Agenda Date:** 03/02/16  
**Reviewed By:** 

**Subject:** Resolution authorizing Design Contract #16-60-10 with Gray & Osborne, Inc. for Project 16-5 S 268th Street Water Main Replacement

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>30,050.00</u>		

**Attachments:**

1. Resolution 16-3-2A
2. Attachment 1 – Consultant Agreement #16-60-10

**Comments:**

The City of Des Moines has received federal funding for sidewalk and storm improvements at South 268th Street and intends to bid their project in May 2016.

The District has approximately 1,000 LF of 6" AC main in direct conflict with the city's storm improvements in addition to approximately 800 LF of adjacent AC main and desires to complete the water main replacement prior to the City's project.

Staff recommends approval of this resolution.