

**HIGHLINE WATER DISTRICT  
KING COUNTY, WASHINGTON**

**RESOLUTION 18-5-22A**

**RESOLUTION AUTHORIZING CONSULTANT AGREEMENT #18-60-15 WITH PACE ENGINEERS, INC. FOR THE DESIGN SERVICES OF PROJECT 18-2 INTERNATIONAL BLVD AT SR 509 ROAD IMPROVEMENTS**

**WHEREAS**, WSDOT's Phase 1 Stage 1 SR-509 Completion Project proposes to construct a freeway crossing under International Boulevard S. at S 206th St; and

**WHEREAS**, the District received notice from WSDOT of the need to relocate and/or fortify District infrastructure within the WSDOT project limits; and

**WHEREAS**, the District has three existing water mains (16" DI, 12" CI and 8" CI) in the area that will be affected by WSDOT's freeway crossing and will require temporary relocation and final replacement affixed to the bridge; and

**WHEREAS**, WSDOT has requested the District provide design plans to accommodate the District work; and

**WHEREAS**, the District selected PACE Engineers, Inc. from the MRSC Consultant Roster and requested them to submit a proposal for design services; and

**WHEREAS**, the District's General Manager and Engineer have reviewed the 5/16/18 scope of services submitted by PACE Engineers, Inc. (Exhibit(s) A and B), 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 #18-60-15 for Design Services with PACE Engineers, Inc. for a not to exceed amount of \$58,870.00.
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 **22nd** day of **May 2018**.

**BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Daniel Johnson, President

  
\_\_\_\_\_  
Kathleen Quong-Vermeire, Secretary

  
\_\_\_\_\_  
Todd Fultz, Commissioner

  
\_\_\_\_\_  
Vince Koester, Commissioner

  
\_\_\_\_\_  
George Landon, 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 **PACE ENGINEERS, 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:

*International Blvd at SR 509 Road Improvements ("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 Fifty Eight Thousand Eight Hundred Seventy and 00/100 Dollars (\$58,870.00). 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 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:

<u>To the District:</u>  Highline Water District 23828 30th Ave. S. Kent, WA 98032  Attn: Matt Everett General Manager	<u>To the Consultant:</u>  PACE Engineers, Inc. 11255 Kirkland Way, Suite 300 Kirkland, WA 98033-6715  Attn: Peter Paulsen, P.E. Sr. Project Manager
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  - 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 an authorized representative of the District ("Effective Date").

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

By \_\_\_\_\_  
Typed Name Martin Penhallegon, PE  
Its President  
Dated \_\_\_\_\_

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

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



## EXHIBIT A

May 16, 2018

Mr. Jeremy DeMar, PE  
Engineering & Operations Manager  
Highline Water District  
12606 First Ave. South  
Burien, WA 98168

**Subject:** *Highline Water District – SR-509 & Highway 99 Watermain Relocation  
WSDOT SR-509 Completion Project – Phase 1 Stage 1  
Proposal for Professional Surveying and Engineering Services*

Dear Jeremy,

PACE appreciates the opportunity to provide you with a proposal for professional surveying and engineering services for the SR-509 & Highway 99 Watermain Relocation project. This project will accommodate WSDOT's Phase 1 Stage 1 SR-509 Completion Project that proposes to construct a freeway crossing under International Boulevard (Highway 99) just north of S. 208<sup>th</sup> Street.

There are three (3) existing District water mains (16" DI, 12" CI and 8" CI) in the area that will be affected by the freeway crossing. Based on the information at hand roughly 400' of existing pipe for each of the existing three water mains requires temporary and final relocation/replacement. The overall work will take place as a separate schedule under the WSDOT contract in accordance with an Interlocal Agreement.

We expect that the overall SR-509 & Highway 99 Watermain Relocation project involves two parts; the first part includes the temporary re-route/replacement of portions of the water mains in Highway 99 that conflict with the bridge to be constructed in place of the existing roadway. It is anticipated that the temporary replacement systems will either be installed in the general area of the proposed Highway 99 road bypass, or in other adjacent areas to come under WSDOT control, as long as these locations do not conflict with the actual bridge construction.

The second stage of the project involves hanging three (3) new pipes under the bridge deck to permanently replace the water mains and to reconnect them with the existing systems north and south of the bridge. The final watermain replacement is necessary because any temporary re-route or replacement of pipes installed outside the new bridge as part of the first phase will conflict with the excavation for the SR-509 underpass. We expect that the pipe hanging will occur when the bridge is substantially complete. However, prior to that the bridge/abutment design will need to be coordinated with WSDOT to accommodate the hanging of the new pipes. Another component to this phase is the need to coordinate any watermain reconnections with the proposed light rail that will pass over SR-509, the new bridge and Highway 99.

Other work associated with both parts of the watermain relocation and re-route project involves replacement of fire hydrants, services and meters if required.

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

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

This task is for general project management and meetings relating to the project. More specifically, meetings are expected to include plan and specification review meetings with the District at major phases of the design as well as design development/coordination meetings with WSDOT and/or Sound Transit. We have assumed a total of (6) plan review and coordination meetings with the District, WSDOT/Sound Transit for the course of the design.

General project management, including communication and coordination with the District, WSDOT, Sound Transit and other jurisdictions shall involve internal project administration, review and preparation of invoices & pertinent backup materials, progress reports, responding to general questions and reviewing and coordinating survey updates as necessary.

### **Task 2 – Review/Survey/Mapping**

PACE will generally rely on the site survey and design plans to be provided by WSDOT to be used as a base to prepare its design. This task therefore includes a review of both the WSDOT design plans and WSDOT site survey to determine if, and to what extent, additional information may be needed.

This task also includes additional survey/mapping services if deemed necessary. Based on our experience working with WSDOT's survey information some additional mapping is likely required. We would use our in-house survey staff to complete all field survey work on this project, resulting in production of updated/amended base topographic plans for use by our design staff. For conservative estimating purposes, we have assumed two days of crew field time and two days of in-house survey office staff time for updates to the survey base map. Any additional time required for survey map updates would be provided at a time and material basis with the authorization of District staff.

### **Task 3 – Design and Specifications for Temporary Watermain Bypasses**

Under this task, the design of all temporary watermain bypasses, hydrants and associated appurtenances for the three (3) affected watermains will be prepared. We would be relying on the District's standard specifications, details, and notes, etc. that will be part of WSDOT's contract documents as a separate schedule. Prior to moving into the actual design phase, we will prepare conceptual bypass designs for coordination and review with the District and WSDOT. The design



drawings will include plan and profile and include additional sheets as necessary for standard and special details.

It is assumed that erosion control design and traffic control plans will be provided by WSDOT. Detailed cost estimates will be provided at the major design stages (60%, 90% and Bid Docs). District comments will be addressed after each major design stage review. The plan will be revised to address District and WSDOT/Sound Transit comments.

#### **Task 4 – Design and Specifications for Permanent Watermain Replacement**

As part of Task 4 PACE will prepare the design of the permanent watermain replacements that includes hanging the pipes below the new bridge deck and connecting to the existing District facilities north and south of the bridge. Also included is the design of hydrants and other associated appurtenances for the three new watermains. Again, we will rely on the District's standard specifications, details, and notes, etc. that will be part of WSDOT's contract documents as a separate schedule. The design drawings will include plan and profile, standard details, and special details and plans for the open-cut watermain installation and reconnections.

This task also includes the structural design for hanging the pipes that will be prepared by our structural engineering group. The structural related services include the following:

- Review of WSDOT design drawings for the new underpass structure.
- Coordinate w/ WSDOT design staff to verify acceptable support types and locations.
- Develop gravity and lateral load resisting supports for 8", 12", and 16" waterlines.
- Develop stamped notes, plans and detail drawings illustrating the structural design of the waterline supports.
- Develop stamped calculations documenting the structural design.
- Address District and WSDOT review comments.

Structural engineering deliverables shall include preliminary details for review, stamped plans and structural details and stamped structural calculations.

As before, it is assumed that erosion control design and traffic control plans will be provided by WSDOT. Detailed cost estimates will be provided at the major design stages (60%, 90% and Bid Docs). District comments will be addressed after each major design stage review. The plan will be revised to address District and WSDOT/Sound Transit comments.

#### **Task 5 – Miscellaneous Services**

The work for the proposed watermain relocation and replacement will be done under a separate schedule by WSDOT and therefore a separate ROW permit should not be required. Also, we anticipate that the watermain replacement should be confined to WSDOT ROW or to parcels that have been or will be acquired by WSDOT/Sound Transit and do not expect the need for easements. If needed, PACE can prepare easement documents on the District's standard easement form on a Time and Material basis. Included in this task is time to prepare, coordinate

and submit for a permit with the local Fire Marshal to address the removal and relocation of fire hydrants within the project area.

### **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 each of the major review stages and at final document preparation.

### **Task 7 - Services During Bidding & Award**

We understand that this project will be bid through WSDOT with HWD's work a separate schedule. PACE's services will be limited to answering questions during the bidding period and preparing and coordinating addenda as necessary.

### **Reimbursable Expenses**

Reimbursable expenses involve printing of review sets, courier costs, reproduction of bid sets, etc. For budgeting purposes, expenses in the amount of **\$500.00** have been estimated for Reimbursables as part of the additional services.

### **Services Not Included**

Construction Administration, Construction Staking and Subconsultants are currently not included in this proposal. We can add these and other services needed by the District as requested.

### **Design Budget**

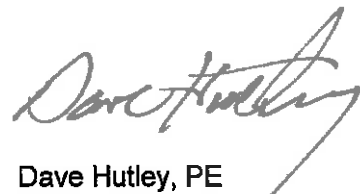
We have prepared a budget spreadsheet for this project, which is attached. We propose to provide all design services as described herein for a Time and Material budget (incl. Reimbursable Expenses) not to exceed **\$58,870.00** without prior District approval. Again, we appreciate the opportunity to 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  
Sr. Project Manager



Dave Hutley, PE  
Vice President

Attachments

**EXHIBIT B**

**PACE Engineers**

**Project Budget Worksheet - 2018 Municipal Rates**

Project Name Project #	SR-509 Watermain Relocation Billing Group #:	Location: Task #	Highline Water District Task #
Prepared By: HPP		Date: 18-May-18	

Staff Type # (See Labor Rates Table)	Labor Hours by Classification										Hour Total
	1	11	16	75	10	19	41	52	58	91	
Staff Type Hourly Rate	\$220	\$187	\$120	\$110	\$202	\$166	\$176	\$120	\$187	\$99	
Drawing/Task Title	Sr Principal Eng	Sr Prj Mgr	Eng II	CAD Drafter II	Principal Struct Eng	Sr Structural Eng	#N/A	Principal Surv	Survey Tech IV	Two-Person Crew Administrator	
Task 1 - Project Management & Meetings	4	48			4	12		4	16		68.00
Task 2 - Review/Survey/Mapping		2	4								42.00
Task 3 - Design and Specifications for Temporary Watermain Bypasses	4	32	24	32						2	94.00
Task 4 - Design and Specifications for Permanent Watermain Replacement	2	24	16	48	8	32				2	132.00
Task 5 - Miscellaneous Services	8	4	2		2					2	6.00
Task 6 - QA/QC		4									16.00
Task 7 - Services During Bidding & Award		6	2		2	4					14.00
<b>Hours Total</b>	<b>18.0</b>	<b>120.0</b>	<b>48.0</b>	<b>80.0</b>	<b>16.0</b>	<b>48.0</b>		<b>4.0</b>	<b>16.0</b>	<b>6.0</b>	<b>372.00</b>
<b>Labor Total</b>	<b>\$3,960</b>	<b>\$22,440</b>	<b>\$5,760</b>	<b>\$8,800</b>	<b>\$3,232</b>	<b>\$7,968</b>		<b>\$704</b>	<b>\$1,920</b>	<b>\$594</b>	<b>\$58,370.00</b>

Expenses	Reimbursable		Subsconsultants	Subsconsultant Subtotal	Markup	Total
	rate/unit	Quantity				
Postage/Counter						
Plotter						
Photo/Video						
Mileage/Travel/Per Diem						
Miscellaneous						
Technology Fee (2% of labor)						
<b>Subsconsultants</b>						
Utility Locate						
Mechanical Engineer						
Electrical Engineer						
Geotechnical Engineer & C Engineer						
<b>Subsconsultant Subtotal</b>						
<b>Markup</b>					12%	
<b>Total</b>						

FACE Billed Labor Total	\$58,370
Reimbursable Expenses	\$500
Subsconsultants	
<b>Total Project Budget</b>	<b>\$58,870</b>

Rate Table Used: 2018 Municipal Rates

**Agenda Item No.:** 5.1  
**Agenda Date:** 05/22/18  
**Reviewed By:** 

**RE:** Project 18-2 International Blvd at SR 509 Road Improvements  
Authorize Consultant Contract #18-60-15 with PACE Engineers, Inc.

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>\$ 58,870.00</u>		

**ATTACHMENTS:**

1. Resolution 18-5-22A
2. Attachment 1 – Contract 18-60-15 w/Exhibit(s) A and B

**COMMENTS:**

WSDOT's Phase 1 Stage 1 SR-509 Completion Project proposes to construct a freeway crossing under International Boulevard S. at S 206th St.

The District identified this as Project 18-2 in the 2018 Capital Improvement Program.

The District has three existing water mains (16" DI, 12" CI and 8" CI) in the area that will be affected by WSDOT's freeway crossing and will require temporary relocation and final replacement affixed to the bridge.

The District's Engineer and General Manager have reviewed the 5/16/18 scope of work submitted by PACE Engineers, Inc. and recommend approval of this resolution