

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 20-2-5A

**RESOLUTION AUTHORIZING CONSULTING SERVICES AGREEMENT #20-50-03
WITH CAROLLO ENGINEERS FOR LAKEHAVEN WATER & SEWER DISTRICT
(LWSD) INTERTIE FEASIBILITY STUDY**

WHEREAS, by passage of Resolution 19-12-18B, the Board approved the 2020 Capital Improvement Program, which included continuing to study the potential source from LWSD in 2020 and retain a consultant to determine the necessary capital improvements; and

WHEREAS, the District requested a scope of work and budget from Carollo Engineers, the firm who prepared the District's 2016 Water System Comprehensive Plan including preliminary planning work for water purchase from LWSD, to further assist the District with evaluating the feasibility to connect the system to LWSD through an intertie in the southern part of their water service area for water supply; and


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

NOW, THEREFORE, BE IT RESOLVED:


1. The General Manager or designee is authorized to enter into Contract #20-50-03 with Carollo Engineers (Attachment 1, incorporated herein by this reference), for a not-to-exceed amount of \$76,438.00 for LWSD Intertie Feasibility Study.
2. The General Manager and/or the District's legal counsel are authorized to make minor changes to the contract if required.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **5th** day of **February 2020**.

BOARD OF COMMISSIONERS



Vince Koester, President



Todd Fultz, Secretary



Polly Daigle, Commissioner



Daniel Johnson, Commissioner



Kathleen Quong-Vermeire, 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 **CAROLLO ENGINEERS**, (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: **Lakehaven Utility District Intertie Feasibility Study** ("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 Seventy Six Thousand Four Hundred Thirty-Eight and 00/100 Dollars (\$76,438.00). 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 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.
 - 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.
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 employer's liability; and
 - c. Professional liability insurance (Errors and Omissions insurance) with limits no less than Two Million Dollars (\$2,000,000).

For general liability and vehicle liability policies, 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 reduction 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, to the extent caused by Consultant's negligent 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.
 - 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:

<p><u>To the District:</u></p> <p>Highline Water District 23828 30th Ave. S. Kent, WA 98032</p> <p>Attn: General Manager</p>	<p><u>To the Consultant:</u></p> <p>Carollo Engineers 1218 Third Ave, Suite 1600 Seattle, WA 98101</p> <p>Attn:</p>
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- 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. 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").

CAROLLO ENGINEERS
("CONSULTANT")

By _____
Typed Name _____
Its _____
Dated _____

By _____
Typed Name _____
Its _____
Dated _____

HIGHLINE WATER DISTRICT
("DISTRICT")

By _____
Typed Name Matt Everett
Its General Manager
Dated _____

LAKEHAVEN UTILITY DISTRICT INTERTIE FEASIBILITY STUDY**SCOPE OF SERVICES**

SCOPE OF SERVICES

The following Scope of Services has been developed to assist the Highline Water District (District) with evaluating the feasibility of connecting to the Lakehaven Utility District (Lakehaven) through an intertie in the southern part of their water service area for water supply. The following tasks under this Scope of Services have been prepared based on Carollo Engineers' (Carollo) current understanding of the proposed project and discussions with District staff.

PROJECT BACKGROUND

Highline Water District currently supplements its groundwater supply to customers with Seattle Public Utilities supply through several pump stations supplied by the Cedar River Pipeline (CRPL). The District is considering connecting via intertie to the Lakehaven in the southern part of their water service area for water supply. Carollo will develop and evaluate two scenarios that will provide the District with 1 mgd of water from Lakehaven. The evaluation will include a system analysis and recommended improvements to the pumping, storage and distribution system to accommodate the additional 1 mgd of supply. A Blending Study and Optimal Water Quality Parameters Evaluation was prepared by Confluence Engineering Group, LLC. These efforts will provide the basis for the water quality analysis.

The tasks for the Feasibility Study include:

TASK 100 – PLANNING CONSIDERATIONS

This task will define the two scenarios to evaluate as part of this effort, confirm location, operations, and flows for the new potential intertie with Lakehaven. Carollo will meet with the District to discuss the supply scenarios for the supply from Lakehaven (Meeting No.1). The District will provide any information (drawings, sketches, etc.) related to the proposed intertie.

The planning criteria for the study will be confirmed with the District. Carollo will evaluate no more than two supply scenarios to meet the District's supply for future demand conditions (years 2024 and 2034). Demands developed as part of the Water System Plan will be used in this effort, no new demand projection will be performed. A kick-off meeting is anticipated under this task (combined with Meeting No.1). No update to the hydraulic model or pressure zone rezone will be performed.

TASK 200 – SYSTEM ANALYSIS

Carollo will evaluate the impacts of the 1-mgd supply on the system by evaluating the pumping, storage and distribution system with the new supply. This task will be used to confirm the storage volumes (equalizing, fire flow, operational and standby volumes) required for each operational area and understand the impact of this new source of supply on the results from the Water System Plan. This task will also include an evaluation of the ability of the pump stations and supplies to meet required demands in each zone reliably with their firm capacities.

This task will also include utilizing the District’s hydraulic model to confirm each of the planning criteria are met, including pressures, velocities, and fire flows for the customers in the pressure zones. Carollo will evaluate the distribution system performance under the two supply scenarios identified against the District’s existing policies and criteria for future demand conditions. A total of 6 scenarios:

- 2024 Average Day Demand (ADD)
- 2034 Average Day Demand (ADD)
- 2024 Peak Hour Demand (PHD)
- 2034 Peak Hour Demand (PHD)
- 2024 Maximum Day Demand with Fire Flow (MDD + FF)
- 2034 Maximum Day Demand with Fire Flow (MDD + FF)

TASK 300 –SOURCE TRACING ANALYSIS

Carollo will review both the Blending Study and Optimal Water Quality Parameters Evaluation reports prepared by Confluence Engineering Group, LLC to help inform the source tracing analysis. The source tracing analysis will estimate the anticipated zone of influence of the proposed interties in the District’s distribution system. The hydraulic model will be used to conduct source tracing runs to generate a database of the supply blend ratios at each node in the distribution system for each of the two supply scenarios. A total of 4 scenarios will be run in the hydraulic model to help understand the range of zones of influence based on demands and operations:

- 2024 Typical Winter Day with ADD operating controls and LUD supply scenario 1.
- 2024 Typical Winter Day with ADD operating controls and LUD supply scenario 2.
- 2034 PHD with MDD operating controls and LUD supply scenario 1.
- 2034 PHD with MDD operating controls and LUD supply scenario 2.

Note, winter day demands will be developed based on already developed Average Day Demands from the Water System Plan.

TASK 400 – RECOMMENDATIONS

Carollo will summarize results of the system analyses to identify supply, storage and distribution improvements needed for the new supply scenarios, and the source tracing results. Carollo will also develop planning level cost estimates for the necessary improvements, including the intertie with flow control and a possible fluoridation treatment station. Carollo will meet with the District to present recommendations and costs (Meeting No.2).

The recommended improvement projects and corresponding planning level costs will be summarized in a Feasibility Study Technical Memorandum (TM) with supporting figures and tables. The TM will be reviewed with the District at a summary meeting. This TM will be used as the basis for the Engineering Report for DOH review if the Intertie Project is implemented. Both Draft and Final TM will be electronic.

TASK 500 – COORDINATION WITH LAKEHAVEN

Carollo will provide up to forty (40) hours of support to coordinate with Lakehaven.

TASK 600 – PROJECT MANAGEMENT

The purpose of this task is to direct all activities within the Study as assigned by the District and maintain the project within the contracted scope, schedule, and budget. Carollo will prepare and submit monthly activity reports showing current project scope, budget and schedule status and identifying key issues or elements of the project that will need to be addressed in the proceeding weeks. An electronic version of the monthly progress reports and invoices will be sent to the District for review and approval.

Assumptions

- The total length of the project is six (6) months. This effort will be completed no later than July 2020.
- District to provide GIS and SCADA data.
- District to provide updated hydraulic model. No model update or software conversion is included in this effort.

Meetings

- Task 100 Planning Considerations - Meeting #1
- Task 400 Recommendations - Meeting #2

Carollo Deliverables

- **Hydraulic Model that includes the two Lakehaven supply scenarios.**
- **Draft and Final Feasibility Study Technical Memorandum.**
- **Meeting agenda and minutes from Task 100 Planning Considerations Meeting**
- **Meeting agenda and minutes from Task 400 Recommendations Meeting**
- **Monthly Progress Reports.**

GENERAL PROJECT ASSUMPTIONS

•Carollo has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way the District's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on Carollo's opinion based on experience and judgment. Carollo cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Carollo and Carollo will not be liable to and/or indemnify the District and/or any third party related to any inconsistencies between Carollo's data projections and estimates and actual costs and/or quantities realized by the District and/or any third party in the future, except to the extent such inconsistencies are caused by Carollo's negligent performance hereunder.

•The District shall furnish Carollo available studies, reports and other data pertinent to Carollo's services; obtain or authorize Carollo to obtain or provide additional reports and data as required; furnish to Carollo services of others required for the performance of Carollo's services hereunder, and Carollo shall be entitled to use and rely upon all such information and services provided by the District or others in performing Carollo's services under this Agreement.

•Carollo shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Washington.

•Carollo shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Carollo's subconsultants, that impact project completion and/or success.

•The services to be performed by Carollo are intended solely for the benefit of the District. No person or entity not a signatory to this Contract shall be entitled to rely on Carollo's performance of its services hereunder, and no right to assert a claim against Carollo by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of Carollo's services hereunder.

•Notwithstanding any contrary language in Section 9 of the Agreement, Consultant shall be entitled to keep one (1) copy of all written or graphic materials received from District and used by Consultant as well as any Work Product, in accordance with the standard of care delineated in Section 10 of the Agreement.

EXHIBIT B

**Lakehaven Utility District Intertie Feasibility Study
Highline Water District**

TASK / DESCRIPTION	PM	QM	PE	Modeler/ Staff	GIS	WP	Total Hours	OTHER DIRECT COSTS			TOTAL COST
								PECE	\$12.00	Total ODC	
Total Labor Rate	\$ 230.00	\$ 245.00	\$ 165.00	\$ 145.00	\$ 140.00	\$100.00					
100 Planning Considerations	8		20		8		36	\$ 432	\$ 532	\$ 6,792	
200 System Analysis	1	6	24	60	12		103	\$ 1,236	\$ 1,236	\$ 17,276	
300 Source Tracing Analysis	4	4	16	38	24		86	\$ 1,032	\$ 1,032	\$ 14,442	
400 Recommendations and Costs	8	4	32	80	8	12	144	\$ 1,728	\$ 1,828	\$ 23,848	
500 Coordination with Lakehaven	20		20				40	\$ 480	\$ 480	\$ 8,380	
600 Project Management	12		12			6	30	\$ 360	\$ 360	\$ 5,700	
Total	53	14	124	178	52	18	439	\$ 5,268	\$ 5,468	\$ 76,438	

Agenda Item No.: 5.1

Agenda Date: 02/05/20

Reviewed By: [Signature]

RE: Authorize Consulting Services Agreement #20-50-03 with Carollo Engineers for Lakehaven Water & Sewer District (LWSD) Intertie Feasibility Study

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input checked="" 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>76,438.00</u>	

ATTACHMENTS:

- 1. Resolution 20-2-5A
- 2. Attachment #1 - Contract 20-50-03

COMMENTS:

The District requested a scope of work and budget from Carollo Engineers, the firm who prepared the District's 2016 Water System Comprehensive Plan including preliminary planning work for water purchase from LWSD, to further assist the District with evaluating the feasibility to connect the system to LWSD through an intertie in the southern part of their water service area for water supply.

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