

HIGHLINE WATER DISTRICT KING COUNTY, WASHINGTON

RESOLUTION 24-01-17B

RESOLUTION AUTHORIZING CONSULTANT AGREEMENT #24-60-02 WITH PERTEET, INC. FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES RELATING TO PROJECT 24-5 S 204th ST WATER MAIN REPLACEMENT AND RELOCATION PROJECT.

WHEREAS, The City of SeaTac is in the process of designing roadway and pedestrian improvements in the Madrona neighborhood generally near S 204th St and 30th Ave S and notified the District to relocate any utility infrastructure in conflict to accommodate the project; and,

WHEREAS, the District owns and operates several existing small diameter asbestos-cement water mains, and other appurtenances within the project corridor that requires relocation and/or replacement and the District would benefit by replacing these aging mains that are nearing the end of their useful life; and,

WHEREAS, by passage of Resolution 23-12-20B, the Board of Commissioners approved the 2024 Capital Improvement Program that identified and allocated resources for Project 24-5 S 204th St Water Main Replacement and Relocation project; and

WHEREAS, the District evaluated Statements of Qualifications of three engineering consultants from the MRSC roster and selected Perteet, Inc. in accordance with the District's Procurement Manual; and,

WHEREAS, the District's Engineer and General Manager have reviewed the Scope of Services (Exhibit A), and Engineering Services Scope and Estimated Cost (Exhibit B), submitted by Perteet, Inc. and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED,

1. The General Manager or designee is authorized to enter into Consultant Contract #24-60-02 with Perteet, Inc., (Attachment 1, incorporated herein by this reference), for a not to exceed amount of \$165,599.00.
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 **17th** day of **January 2024**.

BOARD OF COMMISSIONERS

DocuSigned by:

 Kathleen Quong-Vermeire, President

DocuSigned by:

 Vince Koester, Secretary

DocuSigned by:

 Polly Daigle, Commissioner

DocuSigned by:

 Todd Fultz, Commissioner

DocuSigned by:

 Daniel Johnson, Commissioner

HIGHLINE WATER DISTRICT – WATERMAIN IMPROVEMENTS ASSOCIATED WITH SEATAC 204TH
STREET IMPROVEMENTS

Agreement with Perteet Inc.

January 9, 2024

EXHIBIT A
SCOPE OF SERVICES
Highline Water District
Watermain Improvements associated with SeaTac 204th Street Improvements

District Project Number: 24-5

INTRODUCTION

The city of SeaTac is planning street improvements in the vicinity of S 204th between 32nd S and 34th S in support of pedestrian and bike activity in the neighborhood around Madrona Elementary School and in support of future planned, multi-family developments. Highline Water District plans to dovetail with this street work to replace some under-sized watermain and to complete a section along 30th S where there is currently no water main.

The SeaTac project area includes street improvements S 204th St from 32nd Ave S to the future 34th Ave S, the eastside of 32nd Ave S from S 204th St to S 200th St, and the eastside 30th Ave S from S 204th St to S 200th St. The street improvements include pavement overlay, 6-foot sidewalk, curb, gutter, landscaping, street trees, on-street parking, retaining walls, storm drainage infrastructure, rectangular rapid flashing beacon (RRFB), crosswalks, traffic calming, and street/pedestrian lights.

Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

Services provided by the Consultant will consist of:

GENERAL SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements:

Task 1 – Project Management and Coordination

Task 2 – 30% Design

Task 3 – 60% Design, Special Provision List and Cost Estimate

Task 4 – 90% Design, Draft Special Provisions and Cost Estimate

Task 5 – Final/Bid Documents (Plans and Special Provisions) and Cost Estimate/Bid Tabs

Task 6 – Potholing (by APS)

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Optional Services

With prior written approval by the District and written notice-to-proceed, work elements described in this scope of services as optional services (as directed) may be produced by the Consultant.

- Bid Support Services
- Construction Management Services
- Record Drawings

SCOPE OF SERVICES DEFINED

Task 1 – Project Management and Coordination

Overall project management and coordination work elements include:

Consultant will coordinate with Highline Water District on a regular basis to keep the District's project manager informed about project progress, project issues and schedule.

The Consultant will manage the Consultant budgets, monitor staff and subconsultants, coordinate with the SeaTac team, manage change and prepare amendments, and monitor work progress under this work element.

As part of the project, the Consultant will prepare monthly progress reports that describe the work items and percentage of work that were accomplished during a given month, as well as a forecast of work to be completed over the following month. Progress report will include a status of budget, spent, and remaining for the project. The monthly progress reports will also identify other issues or problems that may occur in any given month, if any. The Consultant will submit these monthly progress reports to the District's Project Manager with the monthly invoices.

Assumptions:

- The schedule for the project anticipated NTP for design phases in February 2024 and will match the SeaTac project deliverable schedule. The SeaTac project has an overall project schedule of 27 months, including outreach and right-of-way activities.
- Construction support in the summer of 2025 and is not included in this scope of work.
- Project meetings are included in the design tasks.

Deliverables:

- Invoices and Progress Reports

Task 2 – 30% Design

This task includes review of any existing project documents and information, preliminary water layouts and preparation of 30% design of the project. The project team will also perform a site visit to familiarize the team with the site conditions and constraints.

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Task includes:

- Review of existing documents
- Attend kick-off meeting (virtually) with District staff (assume 2 people for 1 hour)
- Conduct a site visit (assumes 2 people for 3 hours)
- Prepare preliminary plans:
 - Alignment (4 sheets)
 - Water Plans (12 sheets)
- Preparation of 30% cost estimate

Assumptions:

- The watermain project will be packaged with the SeaTac 204th Improvements project and will not be bid as a separate package. The watermain plan sheets will be inserted to the SeaTac 204th project documents.
- Plans will be prepared using AutoCAD Civil3D.
- Stormwater management is being addressed as part of the SeaTac project.
- Water quality is not required.
- Flow control is not required.
- Water profiles are not included in the 30% submittal.
- ADA will not be triggered by this utility project and is being addressed by the SeaTac project.
- Design plans will be at 20 scale at full size.
- Cost estimate will be based on using Highline Water District's standard bid item, measurement and payment list.
- Potholing will occur during this project phase to confirm alignment of new storm main and crossings.

Deliverables

- Water Alignment Plans and Water plans (water plan view only, maximum 16 sheets, PDF, delivered electronically)
- 30% Cost Estimate

Task 3 – 60% Design, Special Provision List and Cost Estimate

This task includes a site visit with HWD staff, addressing 30% design comments, progressing the design to 60%, preparation of a special provisions list and a 60% cost estimate. The site visit with HWD staff will occur prior to starting the 60% design phase work.

Task includes:

- Perform a site visit (assume 2 people, for 2 hours each) with HWD staff prior to starting 60% design work.

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- Address District 30% design comments.
- Attend (virtually) one (1) coordination meeting (assumes 2 people for 1 hour)
- Prepare 60% plans:
 - Notes (Standard Highline Water District notes, 1 sheet)
 - Legend and Abbreviations (1 sheet)
 - Alignment (4 sheets)
 - Water Plans and Profiles (12 sheets)
 - Highline Standard Details and Sections (2 sheets)
 - Determination of additional restoration area and coordination with SeaTac project team for inclusion into restoration sheets.
- Prepare draft special provisions
- Prepare 60% cost estimate

Assumptions:

- Separate restoration plans are not included with this scope.
- Water plans will be slip-sheeted into the SeaTac project. No separate Cover sheet will be provided.
- Special provisions prepared will be supplemental to Highline Water District Special Provisions.

Deliverables

- Plans (maximum 20 sheets, PDF, delivered electronically)
- Response to District 30% design comments (response provided in same format provided, redlines, spreadsheet, etc., PDF, delivered electronically)
- Draft Special Provisions (PDF, delivered electronically)
- 60% Cost Estimate

Task 4 - 90% Design, Draft Special Provisions and Cost Estimate

This task includes addressing 60% design comments, progressing the design to 90%, preparation of a special provisions list and a 90% cost estimate.

Task includes:

- Address District 60% design comments.
- Attend (virtually) one (1) coordination meeting (assumes 2 people for 1 hour)
- Perform a site visit (assume 2 people, for 2 hours each)
- Prepare 90% plans:
 - Notes (Standard Highline Water District notes, 1 sheet)
 - Legend and Abbreviations (1 sheet)
 - Alignment (4 sheets)

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- Water Plans and Profiles (12 sheets)
- Highline Standard Details and Sections (2 sheets)
- Determination of additional restoration area and coordination with SeaTac project team for inclusion into restoration sheets.
- Prepare draft special provisions
- Prepare 90% cost estimate

Assumptions:

- Separate restoration plans are not included with this scope.

Deliverables

- Plans (maximum 20 sheets, PDF, delivered electronically)
- Response to District 60% design comments (response provided in same format provided, redlines, spreadsheet, etc., PDF, delivered electronically)
- Draft Special Provisions (PDF, delivered electronically)
- 90% Cost Estimate

Task 5 – Final/Bid Documents (Plans and Special Provisions), and Cost Estimate/Bid Tabs

This task includes addressing 90% design comments, progressing the design to FINAL/BID, preparation of a special provisions list and a FINAL/BID cost estimate.

Task includes:

- Address District 90% design comments.
- Attend (virtually) one (1) coordination meeting (assumes 2 people for 1 hour)
- Perform a site visit (assume 2 people, for 2 hours each)
- Prepare FINAL/BID plans:
 - Notes (Standard Highline Water District notes, 1 sheet)
 - Legend and Abbreviations (1 sheet)
 - Alignment (4 sheets)
 - Water Plans and Profiles (12 sheets)
 - Highline Standard Details and Sections (2 sheets)
 - Determination of additional restoration area and coordination with SeaTac project team for inclusion into restoration sheets.
- Prepare FINAL/BID special provisions
- Prepare FINAL/BID cost estimate/bid tabs

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Assumptions:

- Separate restoration plans are not included with this scope.

Deliverables

- FINAL/BID Plans (maximum 20 sheets, PDF, delivered electronically)
- Response to District 90% design comments (response provided in same format provided, redlines, spreadsheet, etc., PDF, delivered electronically)
- FINAL/BID Special Provisions (PDF, delivered electronically)
- FINAL/BID Cost Estimate

Task 6 – Potholing (APS)

APS will provide potholing for utility verification at a number of locations to be determined during preliminary design. The total cost of potholing is not anticipated to exceed \$10,000.

Additional (Optional) Services

The Consultant may provide additional services as directed by the District which are not identified in this Scope of Services. Additional services shall not commence without written authorization and approval from the District and a supplement to the contract.

Services Not Included in this Scope of Services

- Stormwater design is not included in this scope and will be addressed as needed by the primary SeaTac roadway improvement project.
- Survey.
- Utility locates or verification of existing utilities.
- Preparation of discipline reports or memos to support a NEPA process.
- Preparation of a Notice of Intent application and supporting documentation for the construction NPDES permitting process.
- Critical area delineation
- Preparation of a SEPA checklist
- Cultural resources assessment
- Bid Support
- Construction Management Services
- Record drawings

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Items to be furnished by the District

Information Provided by Others:

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the Client agrees that the Consultant shall have no responsibility for any portion of the Project designed by other consultants engaged by the Client.

The City shall furnish the following (as available):

- Project files, including CADD files (title block and backgrounds), existing survey/LiDAR, geotechnical reports
- GIS files
- HWD Special Provisions
- HWD Standard Bid Items, Measurement and Payment

Engineer and its consultants may reasonably use and rely upon information and design elements furnished by Owner or customarily furnished by others including, but not limited to, other design professionals, specialty contractors, manufacturers, suppliers and publishers of technical standards.

Design Criteria

As of the date this Agreement is signed, design file, reports, documents, and plans prepared as part of this Scope of Services, to the extent feasible, will be developed in accordance with the Highline Water District Standard Plans and Specifications.

Changes in any design standards or requirements after services have begun may result in extra work and require a supplement to the Agreement.

Specials Provisions beyond the HWD Standard Special Provisions will follow the current version of the WSDOT specifications.



Project Highline WM associated with Seatec 204th Project Contract Start Date 1/1/2024 Last Update date 12/29/2023
 Client Highline Water District Contract End Date 9/30/2025 Perteeet Project No.
 PM Patricia Buchanan Contract Duration: 20 Months

Task	Billing Rate	Principal	Director	Sr. Engineer / Mgr	Engineer III	Technician III	Accountant	Clerical	Total Hours	Labor Dollars
Task 1 - Project Management and Coordination	2.00	\$375.00	\$325.00	\$240.00	\$175.00	\$140.00	\$150.00	\$125.00	24.00	\$30,140.00
Total Task 1 - Project Management and Coordination	2.00	375.00	325.00	240.00	175.00	140.00	150.00	125.00	24.00	\$30,140.00
Task 2 - 30% Design			10.00	20.00	64.00	50.00		2.00	146.00	\$26,500.00
Total Task 2 - 30% Design	0.00	0.00	10.00	20.00	64.00	50.00	0.00	2.00	146.00	\$26,500.00
Task 3 - 60% Design, Special Provision List and Cost Estimate			24.00	32.00	100.00	54.00		2.00	212.00	\$40,790.00
Total Task 3 - 60% Design, Special Provision List and Cost Estimate	0.00	0.00	24.00	32.00	100.00	54.00	0.00	2.00	212.00	\$40,790.00
Task 4 - 90% Design, Draft Special Provisions and Cost Estimate			18.00	24.00	90.00	48.00		2.00	182.00	\$34,330.00
Total Task 4 - 90% Design, Draft Special Provisions and Cost Estimate	0.00	0.00	18.00	24.00	90.00	48.00	0.00	2.00	182.00	\$34,330.00
Task 5 - Final/Bid Documents (Plans and Special Provisions) and Cost Estimate/Bid Tabs			12.00	20.00	60.00	30.00		2.00	124.00	\$23,650.00
Total Task 5 - Final/Bid Documents (Plans and Special Provisions) and Cost Estimate/Bid Tabs	0.00	0.00	12.00	20.00	60.00	30.00	0.00	2.00	124.00	\$23,650.00
Total Hours	2.00	2.00	102.00	152.00	314.00	182.00	24.00	8.00	784.00	
Total Dollars	\$750.00	\$33,150.00	\$36,480.00	\$54,950.00	\$25,480.00	\$3,800.00	\$1,000.00			\$155,410.00

Expenses:	
Mileage - \$.67	189
Totals:	189

Subconsultant Fees:	Cost	Markup	Bill
Applied Professional Services, Inc.	10,000		10,000
Totals:	10,000		10,000

SUMMARY	
Labor	\$155,410.00
Expenses	\$189.00
Subconsultants	\$10,000.00
CONTRACT TOTAL	\$165,599.00

Project 24-5 – S 204th St Water Main Replacement and Relocation
Perteet Inc.
HWD Contract #24-60-02

AGREEMENT FOR CONSULTING SERVICES

This Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between **HIGHLINE WATER DISTRICT**, a Washington municipal corporation ("District") and **PERTEET INC.**, a Washington Corporation ("Consultant") (individually a "Party" and collectively the "Parties") for the purposes forth below.

1. Scope of Consulting Services. Consultant shall provide consulting services to the District under the terms of this Agreement for the following Project: **S 204th St Water Main Replacement and Relocation** ("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 B**, not to exceed the amount of One Hundred Sixty-Five Thousand Five Hundred Ninety-Nine Dollars and 00/100 (\$165,599.00). 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 the budget set forth on **Exhibit B** and 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

AGREEMENT FOR CONSULTING SERVICES

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).

The insurance policies shall: (1) state that coverage, except for Professional Liability, 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.

AGREEMENT FOR CONSULTING SERVICES

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 officials, officers, employees, agents and volunteers against any claims, damages, losses, expenses, judgments or liabilities, including but not limited to reasonable attorneys' fees and costs (collectively referred to as "Damages") caused directly or indirectly by Consultant's negligent acts, errors or omissions, but only for that portion of such Damages which reflect the percentage of negligence of the Consultant and/or its employees, agents and subcontractors compared to the total negligence of all persons or business entities which result in such Damages. 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.

AGREEMENT FOR CONSULTING SERVICES

- 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:

<u>To the District:</u> Highline Water District 23828 30th Ave. S. Kent, WA 98032 Attn: General Manager	<u>To the Consultant:</u> Perteet Inc. 505 5 th Ave S #300 Seattle, WA 98104 Attn: Patricia Buchanan
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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.

AGREEMENT FOR CONSULTING SERVICES

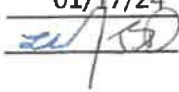
- e. Jurisdiction/Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall be brought in King County Superior Court, King County, Washington.
- f. Severability. If any term, covenant or condition 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").

PERTEET INC.
("CONSULTANT")

By _____
 Typed Name _____
 Its _____
 Dated _____

HIGHLINE WATER DISTRICT
("DISTRICT")

By _____
 Typed Name Jeremy DelMar
 Its General Manager
 Dated _____

Agenda Item No.: 5.2
Agenda Date: 01/17/24
Reviewed By: 

Subject: Authorize Consultant Agreement #24-60-02 with Perteet Inc., for professional surveying and engineering services relating to Project 24-5 S 204th St Water Main Replacement and Relocation Project

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>				\$	165,599.00	

ATTACHMENTS:

1. Resolution 24-1-17B

COMMENTS:

The City of SeaTac is in the process of designing roadway and pedestrian improvements in the Madrona neighborhood generally near S 204th St and 30th Ave S and notified the District to relocate any utility infrastructure in conflict to accommodate the project.

The District owns and operates several existing small diameter asbestos-cement water mains, and other appurtenances within the project corridor that requires relocation and/or replacement and the District would benefit by replacing these aging mains that are nearing the end of their useful life.

By passage of Resolution 23-12-20B, the Board of Commissioners approved the 2024 Capital Improvement Program that identified and allocated resources for Project 24-5 S 204th St Improvement Water Main project.

The District evaluated Statements of Qualifications of three engineering consultants from the MRSC roster and selected Perteet, Inc. in accordance with the District's Procurement Manual.

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