HIGHLINE WATER DISTRICT King County, Washington

RESOLUTION 25-7-22C

RESOLUTION AUTHORIZING CONSULTING SERVICES AGREEMENT #25-60-11 WITH PARAMETRIX FOR PROJECT 25-4 35th AVENUE S AC MAIN REPLACEMENT

WHEREAS, on June 24, 2025 the Engineering Supervisor presented a proposal to create Project 25-4: 35th Avenue S AC Main Replacement to the Board of Commissioners and received Board consensus to proceed with consultant selection for the new project; and,

WHEREAS, the District reviewed Statement of Qualifications from three (3) firms on the Municipal Research and Services Center (MRSC) Consultant Roster in accordance with District procurement policy to provide engineering design services for Project 25-4; and,

WHEREAS, the District's Engineering Supervisor and General Manager recommends Parametrix, Inc., as the most qualified firm.

NOW, THEREFORE, BE IT RESOLVED:

- The General Manager or designee is authorized to enter into Contract #25-60-11 with Parametrix, Inc. to provide engineering services for Project 25-4 based on the Scope and Budget (Attachment 1, incorporated herein by this reference), for a not-toexceed amount of \$227,104.52.
- 2. The General Manager and the District's Legal Counsel are authorized to make minor changes to the contract as required.
- 3. Project 25-4 is hereby added to the District's Capital Improvement Plan.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held on the **22nd** day of **July 2025**.

DocuSigned by: BOARD OF CON	MMISSIONERS
Vina koester	told Fulty
Vince Koester, President	Todd Fultz, Secretary
Polly Daigle	Daniel Johnson
Polly Daigle, Commissioner	Daniel Johnson, Commissioner
Signed by:	
kathleen Guong-Vermeire	
Kathleen Quong-Vermeire, Commissioner	

ATTACHMENT 1

Project 25-4 35th Ave S AC Water Main Replacement HWD Contract #25-60-11 Parametrix. Inc.

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 **PARAMETRIX, INC.** (hereafter referred to as "the Consultant") in consideration of the mutual benefits, terms and conditions hereinafter specified.

- 1. <u>Scope of Consulting Services</u>. Consultant shall provide consulting services to the District under the terms of this Agreement for the following Project: **25-4 35th Ave S AC Water Main Replacement** ("Project"). The scope of work is more fully described on **Exhibit A** attached hereto and incorporated herein by this reference.
- 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 <u>Two Hundred Twenty-Seven Thousand One Hundred Four and 52/100</u> Dollars (\$227,104.52). 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. <u>Schedule of Work</u>. 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. <u>Subcontractors</u>. 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

Project 25-4 35th Ave S AC Water Main Replacement HWD Contract #25-60-11 Parametrix. Inc.

- assigns of the parties hereto.
- 5. <u>Independent Contractor</u>. 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. <u>Changes in Scope of Services</u>. 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. <u>Insurance</u>. 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).

Except for the Professional Liability policy, 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.

Project 25-4 35th Ave S AC Water Main Replacement HWD Contract #25-60-11 Parametrix, Inc.

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. <u>Indemnification</u>. Consultant shall 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.
- 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. <u>Standard of Care</u>. Consultant's 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. <u>Right of Entry</u>. 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. <u>Compliance with Codes and Standards</u>. 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. <u>Discovery of Hazardous Materials</u>. 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

Project 25-4 35th Ave S AC Water Main Replacement HWD Contract #25-60-11 Parametrix, Inc.

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. <u>Termination</u>. 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 <u>Notices</u>. 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

To the Consultant:
Parametrix, Inc.
1019 39th Ave SE, Suite 100
Puyallup, WA 98374

Attn: Jeremy DelMar, General Manager Attn: Jack Wright, PE Senior Consultant

- 15.2 <u>Entire Agreement</u>. 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 <u>Waiver</u>. 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 <u>No Third Party Rights</u>. 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 <u>Jurisdiction/Law</u>. 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 <u>Severability</u>. 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.

Project 25-4 35th Ave S AC Water Main Replacement HWD Contract #25-60-11 Parametrix, Inc.

15.7 <u>Effective Date</u>. 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").

	PARAMETRIX, INC. ("Consultant")	
Ву		
Typed Name		
lts		
Dated		
	HIGHLINE WATER DISTRICT ("District")	
Ву		
Typed Name	Jeremy DelMar	
Its	General Manager	
Dated		





Highline Water District 35th Avenue South AC Water Main Replacement

Introduction

The purpose of the Highline Water District (HWD) 35th Avenue South AC Water Main Replacement Project is to replace approximately 6,200 linear feet of water main pipe with new 8-inch ductile iron pipe. The existing water mains are a mixture of asbestos cement (AC) and cast iron (CI) ranging from 4 to 6 inches in diameter. The water mains are generally located within low traffic volume residential streets, with the exception of 35th Avenue South. The City of SeaTac (City) is the permitting authority for the project, and HWD will coordinate with the City and apply for permits.

The specific limits of the project are shown in Exhibit A.

Parametrix proposes to assist HWD as outlined in the tasks detailed below.

Task 01 – Project Management

Objective

Provide oversight for the duration of the project to ensure that the project is completed consistent with HWD's expectations in terms of scope, schedule, and budget.

Approach

- Parametrix project controls staff will proactively monitor and report scope, schedule, and budget status to HWD formally on a monthly basis through a letter report.
- A Parametrix project controller will provide informal reporting weekly to HWD's project manager using email and telephone conversations. This will allow HWD to track progress and provide guidance as needed.

Provided by HWD

Monthly review of project manager letter report.

Deliverables

Deliverables for this task include:

Monthly reports during design.

Assumptions

■ The project duration is 6 months for design. Additional project management support during the construction phase will be provided via addendum if requested by HWD.

Task 02 - Survey Services

Objective

The objective of this task is to provide professional land surveying services for creating the base mapping necessary to complete design and to establish future construction controls (note that construction surveying is not included in this scope).

Approach

A Parametrix professional land surveyor will provide horizontal and vertical survey controls, a description of the spatial reference system utilized, and topographic information as directed by the engineer within the project limits. Data will be provided in a format compatible with AutoCAD® 2024, and AutoCAD data features will be grouped into relevant separate layers. Layers will include, but are not limited to, elevations, roadway and utility alignments, rights-of-way, property lines, easements, and underground utilities (right-of-way delineation is not included in this scope).

Deliverables

The deliverable for this task is:

 Field survey topographical mapping formatted for AutoCAD 2024 to be used as the basis of design.

Assumptions

The assumptions for this task are:

- Prior to the survey, Parametrix will retain APS as a subconsultant to perform utility locating services. APS will premark utilities in the vicinity of the project to identify the location of water, sewer, gas mains, power, telephone, cable conduits, and other underground infrastructure. Parametrix will coordinate with APS to ensure that the utility locates are completed prior to the start of field survey work to support survey efforts.
- Potholing is excluded from this scope. If likely utility conflicts are identified during design development, it is assumed that HWD will be responsible for performing potholing.
- Location of AC water main (and other nonconductive utilities) will be based on best available information, including as-built drawings, valves locations, and other surface features.

Task 03 – 30% Conceptual Design

Objective

Obtain existing site information from available as-built drawings and planned improvements provided by HWD, the City, and other utility agencies. Hand-sketch conceptual plan for realignment of water main on survey base map and walk the project with HWD staff to review existing and proposed pipeline alignment to identify and mitigate conflicts with existing utilities and minimize roadway restoration.

Approach

- HWD will coordinate with utility companies to obtain current as-built drawings for the project area and discuss future improvements that may be planned for the area. As-built drawings will be used to confirm field survey and on-call locates.
- Perform a site walkthrough of the proposed alignment with HWD personnel to review interfering utility data visible by surface inspection and collect additional site data. Inspection will be scheduled after the topographic survey is complete. Hand markups to the base map based on existing utility information and data gathered during the site walk with HWD staff will be used as the basis for the 90% design.

Provided by HWD

Utility as-built drawings from HWD records.

Deliverables

Deliverable for this task includes:

■ 30% draft conceptual design (roll plot).

Assumptions

It is assumed that HWD will complete the 30% review within 1 week of receiving the 30% submittal.

Task 04 – 90% PS&E

Objective

Prepare 90% draft design plans, specifications, and cost estimate (PS&E) that illustrate the improvements to HWD's water system using the record drawings, field survey, and comments on the 30% submittal provided by HWD.

Approach

- Design the proposed water main improvement for the 35th Avenue South AC Water Main Replacement. Plans will be developed at a 1-inch-equals-20-feet scale and will include a plan and profile view of the proposed water mains. Plans will be provided to HWD at 90% completion.
- Provide details of temporary testing configurations and final configurations of connections to HWD's existing system.
- Provide a detail of the water main trench identifying the bedding material, backfill material, depth of cover, and compaction requirements. Modify HWD standard detail sheet as needed to meet construction requirements per City or construction requirements.
- Provide notes on the plans as necessary to clarify the proposed improvements, and also include general construction notes.
- Prepare 90% draft specifications using HWD standard technical specifications.
- Review and prepare HWD contract documents using HWD standard specifications and HWD legal documentation for soliciting construction bids.

Submit 90% design complete plans and specifications for HWD review and submittal to the City for permitting if HWD chooses to move forward with construction of this phase of work. Parametrix will meet with HWD following the 90% design completion if needed to collect review comments, but it is anticipated that HWD staff will provide written review electronically.

Provided by HWD

- Review and comment on the 90% draft plans, specifications, and legal documents. Compile comments into one review with nonconflicting directives to Parametrix for plan modifications.
- HWD legal documents and front-end specifications.

Deliverables

Deliverables for this task include:

- Draft plans, specifications, and cost estimates will be provided electronically in PDF format for HWD review at 90% using the Parametrix file transfer protocol (FTP) site for file transfer.
- The 90% plan deliverable package will include 19 sheets (2 general sheets [notes, legends, and abbreviations]; 14 civil plan and profile sheets; and 3 detail sheets).

Assumptions

- Geotechnical evaluation is not included in this scope and is assumed to be unnecessary
 given the nature and depth of anticipated construction. HWD will provide potholing in order
 to determine roadway restoration depth or utility conflicts, if necessary.
- The City will not require detailed plan sheets for temporary erosion and sedimentation control.
- All permitting will be performed by HWD (including coordination with the City).
- It is assumed that HWD will complete the 90% review within 2 weeks of receiving the 90% submittal.

Task 05 - Final Bid Package

Objective

Finalize construction plans, estimate of probable construction cost, and contract documents.

Approach

- Perform final in-house engineering review of the construction design plans for conformance with project requirements, HWD standards, and overall quality (quality control and quality assurance will be performed for 90% and final deliverable packages).
- Revise plans, specifications, and project documents per the in-house review and HWD's 90% design completion comments. Finalize the opinion of probable cost.
- Parametrix anticipates that traffic control plans will not be required for the waterline design and Washington State Department of Transportation's (WSDOT) standard traffic control plans can be used.

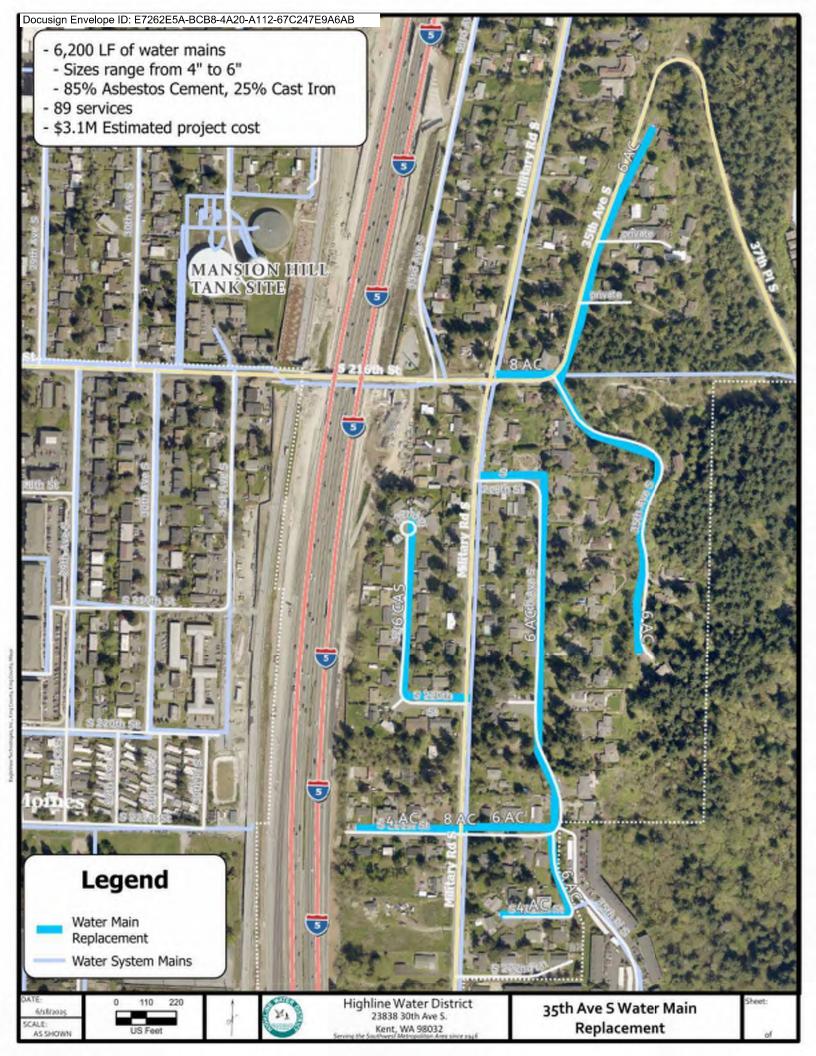
Provided by HWD

■ Review plans, technical specifications, project documents, and construction cost estimate.

Deliverables

Deliverables for this task include:

- A total of one bid electronic set, including construction cost estimate (PDF and AutoCAD).
- Final plans will include the same sheets as the 90% deliverable package.



Client: Highline Water District Project: 2025 AC Main Replacement Project No: 2162714JW

rroject	: 2025 AC Main Replacement													
Project	No: 2162714JW				John L. Wright	M. Younis Mahmoodi	Ryan M. Cooper	Heidi Still	Justin S. Emery	Jeffrey B. Bearson	Cuong N. Do	Steven N. Sharpe	Amanda B. Lucas	Kyle E. Hale
					Sr Consultant	Sr Engineer	Engineer I	Sr Project Control Specialist	Survey Supervisor	Surveyor III	Surveyor II	Technical Lead	Publications Supervisor	Project Accountant
				Rates:	\$316.88	\$231.53	\$125.29	\$179.08	\$219.96	\$162.50	\$123.50	\$152.13	\$151.81	\$115.34
	SubTask	Description	Labor Dollars	Labor Hours										
01		AC Main Replacement Design	\$210,064.52	1,214	46	346	400	18	40	104	104	104	46	6
	01	Project Management	\$12,036.66	54	12	24		6					6	6
	02	Survey Services	\$55,818.90	358	2	2		2	40	104	104	104		
	03	30% Conceptual Design	\$25,540.68	146	4	60	80	2						
	04	90% PS&E	\$70,265.12	400	12	160	200	4					24	
	05	Final Bid Package	\$46,403.16	256	16	100	120	4					16	
					•		•	•					•	
		Labor Totals:	\$210,064.52	1,214	46	346	400	18	40	104	104	104	46	6
		Totals:	\$210,064.52		\$14,576.48	\$80,109.38	\$50,116.00	\$3,223.44	\$8,798.40	\$16,900.00	\$12,844.00	\$15,821.52	\$6,983.26	\$692.04
			•	-										

Subconsultants				
Applied Professional Services Inc	\$13,530.00			
Subconsultants Total:	\$13,530.0			
Other Direct Expenses				
5.41				
Mileage	\$910.00			
Survey Equipment (\$200/Use)	\$910.00 \$2,600.00			

Project Total \$227,104.52