HIGHLINE WATER DISTRICT King County, Washington

RESOLUTION 17-9-20B

RESOLUTION AUTHORIZING DESIGN SERVICES CONTRACT #17-60-34 WITH STANTEC CONSULTING SERVICES, INC. (STANTEC) FOR PROJECT 16-4 MANSION HILL TRANSMISSION MAIN REPLACEMENT & PIPING IMPROVEMENTS, PHASE 2, PARTS 1 AND 2

WHEREAS, on December 12, 2015, the District requested proposals for engineering services from four firms selected from the District's Consultant Roster. The District selected Stantec Consulting Services, Inc., to provide a scope of services for preliminary engineering (Phase 1); and

WHEREAS, the District entered into Contract No. 16-60-05 with Stantec for Project 16-3 on 5/5/16 by Resolution 16-5-4D;

WHEREAS, the professional engineering effort identified the need to relocate the existing 5.0 MG reservoir and 30" transmission main along with construction of a new 600 zone pump station at Mansion Hill to accommodate Sound Transit Light Rail; and

WHEREAS, the District decided to separate the offsite piping into a separate project for ease in budget tracking and administration (Project 16-4); and

WHEREAS, the District requested Stantec to provide a separate scope and budget for the piping work in Project 16-4 and to include replacing existing AC water mains within the project vicinity; and

WHEREAS, the design scope will be separated into two parts:

Part 1 design services includes the relocation of the 560 Pressure Zone 30-inch pipeline and other associated piping impacted by Sound Transit, including piping with the Mansion Hill site and the piping along S 211th St between 31st Ave S and Pacific Highway. The relocation is necessary due to a conflict with the alignment to be reimbursed by Sound Transit.

Part 2 design services includes upgrades to the 490 Pressure Zone and a new 600 Pressure Zone along 31st Ave S, at the intersection of S 211th Street and 31st Ave S, within the Mansion Hill site, along the pipeline easement south of Mansion Hill and at S 216th Street (to be funded by the District); and

HIGHLINE WATER DISTRICT King County, Washington

RESOLUTION 17-9-20B

WHEREAS, the District's Engineer and General Manager reviewed the 9/13/17 scope of services from Stantec Consulting Services, Inc. and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED:

- 1. The General Manager or designee is authorized to enter into Contract #17-60-34 (Attachment 1, incorporated herein by this reference) with Stantec Consulting Services, Inc. for a not-to-exceed amount of \$287,296.00 for design services for Project 16-4 Mansion Hill Transmission Main Replacement and Piping Improvements, Phase 2, Parts 1 and 2.
- 2. The General Manager and/or the District's Legal Counsel are authorized to make minor changes to the agreement if required.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **20th** day of **September 2017**.

BOARD OF COMMISSIONERS

Todd Fultz, President

Vince Koester, Commissioner

Daniel Johnson, Secretary

George Landon, Commissioner

Kathleen Quong-Vermeire, Commissioner

Project 16-4

Mansion Hill Transmission Main
Replacement & Piping Improvements

HWD Contract #17-60-34

Stantec Consulting Services, Inc.

Page 1 of 5

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

- Scope of Consulting Services. Consultant shall provide consulting services to the District under the terms of this Agreement for the following Project: Project 16-4 Mansion Hill 30" Transmission Main Replacement & Water Main Improvements ("Project"). The scope of services 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 Eighty Seven Thousand Two Hundred Ninety Six and 00/100</u> Dollars (\$287,296.00). 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 **Exhibits B and C**, 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, pg. 5**), 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 assigns of the parties hereto.

Project 16-4

Mansion Hill Transmission Main
Replacement & Piping Improvements

HWD Contract #17-60-34

Stantec Consulting Services, Inc.

- 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. <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).

The insurance policies shall: (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District; and (3) shall state that the District will be given 45 days prior written notice of any cancellation, suspension, non-renewal or material change in coverage.

The District shall be named as an additional insured on the Commercial General Liability Insurance policy with regard to work and services performed by or on behalf of the Consultant and a copy of the endorsement naming the District as an additional insured shall be attached to the Certificate of Insurance.

Before commencing work and services, Consultant shall provide to the District a Certificate of Insurance and required endorsements evidencing the insurance described above. The District reserves the right to request and receive a certified copy of all required insurance policies.

The above insurance limits do not constitute a limit on Consultant's liability to the District. Any payment of deductible or self-insurance retention shall be the sole responsibility of

Consultant.

Consultant shall be solely responsible for the safety of its employees and subcontractors at the Project work site, and shall comply with all applicable federal, state and local statutes, regulations and ordinances regarding safety.

- 8. Indemnification. Consultant shall defend, indemnify and hold harmless the District, its elected and appointed officers, employees and agents and volunteers from and against all claims, injuries, damages, liabilities, losses of suits, including attorneys' fees and costs, arising out of or relating to Consultant's performance under this Agreement, except to the extent any injuries or damages caused by the negligence of the District. For the purposes of this indemnification, Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Consultant's obligation to defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of Consultant's negligence. The provisions of this Section shall survive the expiration of termination of this Agreement.
- 9. Ownership of Documents. Consultant agrees to return to District upon termination of this Agreement all documents, logs, drawings, photographs and other written or graphic material, however produced, received from District and used by Consultant in performance of its services hereunder. All documents, logs, drawings, specifications, designs, mylars, surveys, survey data, reports and other work product (collectively referred to as "Work Product") produced by Consultant in connection with the services rendered under this Agreement shall be owned by District. District shall own all copyrights to such Work Product and Consultant agrees to assign all ownership rights to such Work Product to the District. Reuse of any such Work Product by the District for other than a specific project or modification in use by the District of any of the Work Product without the Consultant's prior written approval shall be at the District's sole risk.
- 10. <u>Standard of Care</u>. 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. <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 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.

16-4_Consultant_Agrmt_17-60-34_Stantec.docx REF #: 136 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.

Notices. Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either Party shall have previously designated by such a notice:

To the District:
Highline Water District
23828 30th Ave. S.
Kent, WA 98032

To the Consultant: Stantec Consulting Services, Inc. 11130 N.E. 33rd Place, Suite 200 Bellevue, WA 98004-1465

Attn: Matt Everett
General Manager

Attn: John Gillespie Sr. Project Manager

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

16-4_Consultant_Agrmt_17-60-34_Stantec.docx REF #: 136

FORM REVISED: 10/13/08

Project 16-4
Mansion Hill Transmission Main
Replacement & Piping Improvements
HWD Contract #17-60-34
Stantec Consulting Services, Inc.

STANTEC CONSULTING SERVICES, INC.

Typed Name Greg Hill
Title Principal
Dated

HIGHLINE WATER DISTRICT
("District")

By
Typed Name Matt Everett
Title General Manager
Dated





EXHIBIT A

PHASE 2, PARTS 1 and 2 SCOPE OF SERVICES FOR HIGHLINE WATER DISTRICT MANSION HILL RESERVOIR RELOCATION SOUND TRANSIT AND HIGHLINE WATER DISTRICT OFF SITE PIPING PROJECT 16-4

September 13, 2017
Prepared By: Stantec Consulting Services Inc.

Background

The 5.0 MG reservoir, located at the Mansion Hill site, conflicts with the proposed Federal Way Link Light Rail Extension alignment by Sound Transit. As a result, the 5.0 MG reservoir will need to be demolished and a new reservoir will be constructed elsewhere on site. Also, the 30-inch water main owned by Highline Water District (HWD) will be impacted north of the site by the light rail alignment and will need to be relocated.

Highline Water District previously contracted with Stantec to provide consulting services for Phase 1 of the project. Phase 1 activities included:

- Planning Develop and analyze reservoir replacement alternatives and select a preferred alternative. This activity will also evaluate other Highline Water District infrastructures that may be impacted by Sound Transit.
- Preliminary Engineering Develop preliminary design drawings for the demolition of the 5.0 MG reservoir and 0.25 MG elevated tank, construction of a new 4.5 MG reservoir and pump station, and construction of the relocated 30-inch water main, on site piping, and off site piping upgrades.
- Geotechnical Investigation Conduct a geotechnical investigation to develop design parameters for the design of a new reservoir foundation.
- Opinion of Probable Construction Costs Opinion of costs for the preferred alternative were developed for negotiations with Sound Transit.
- Construction schedule Develop a construction schedule based on Sound Transit's 2019 completion date.
- Surveying Conduct a survey of the necessary areas within the Mansion Hill site. Survey to
 include topographic, utility locates, and potholing if necessary.
- Permitting Initiate the permitting process with the City of SeaTac.
- Initiation of the Washington State Department of Health Engineering Project Report, and updating the Highline Water District Water Comprehensive Plan.

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September 13, 2017 Mr. Jeremy Delmar, P.E. Page 2 of 5

Reference: Mansion Hill Reservoir Relocation Project; Off-Site Piping

- Feasibility Study for a 30-inch water transmission main The light rail alignment will conflict with the existing 30-inch water main from the Crestview Reservoir and Pump Station to the Mansion Hill site. A section of the 30-inch water main will need to be relocated to avoid the conflict(s). The Crestview Pump Station is located near Military Road South and South 158th Street and it serves the 560 Pressure Zone.
- Contract coordination assistance with Sound Transit.

Purpose

Stantec will provide final design services (Phase 2) for the piping upgrades as identified in the attached two drawings under a new contract with HWD. The new contract will include two Parts: Part 1 for Sound Transit off site piping work and Part 2 for the Highline Water District off site piping work. HWD will be reimbursed by Sound Transit for the Part 1 design services work under a separate agreement between Sound Transit and HWD. Parts 1 and 2 will be design concurrently and included in one bid, construction document, and construction contract.

Part 1 design services includes the relocation of the 560 Pressure Zone 30-inch pipeline and other associated piping impacted by the relocation, including piping within the Mansion Hill site and the piping along S. 211th Street between 31st Avenue S and Pacific Highway. The relocation is necessary due to a conflict with the Sound Transit Light Rail alignment. The Part 1 design does not include the water main replacement along S 212th Street, 32nd Avenue S, and the northern side of Mansion Hill (as shown in attached drawings).

Part 2 design services includes upgrades to the 490 Pressure Zone and a new 600 Pressure Zone along 31st Avenue S, at the intersection of S 211th Street and 31st Avenue S, within the Mansion Hill Site, along the pipeline easement south of Mansion Hill and at S. 216th Street.

Part 1 and Part 2 activities include:

- Final Design Preliminary drawings have been completed. The drawings will be finalized for bidding and construction. Specifications will also be developed. The final design will also include the associated piping work along S. 211th Street, between 31st Avenue S and Pacific Highway and on the Mansion Hill site.
- The majority of the surveying has been completed but small sections may require surveying.
 Survey to include topographic and utility locates if needed.



September 13, 2017 Mr. Jeremy Delmar, P.E. Page 3 of 5

Reference: Mansion Hill Reservoir Relocation Project; Off-Site Piping

- Opinion of Probable Construction Costs Opinion of Probable Construction Costs (OPCC) will be developed.
- Permitting Assist Highline Water District in securing a Right of Way permit (Part 1 only)
- Bid assistance Assist HWD during the bidding period to answer contractor questions, issue addendums if necessary, and validate bids.
- Construction assistance will be provided upon request.

Statement of Services

The following services are included under Parts 1 and 2:

Task 1: Project Management

Project management will include:

- Preparation of a monthly budget status report and a summary of project activities conducted during the billing period to accompany monthly invoices.
- Administrative duties, such as project set up, contracting, monthly invoicing, and project assistance.
- Budget, schedule, and quality tracking.
- Coordination and communications with project team, Highline Water District, and other stakeholders.
- Document management to include submittals, filing, and project closeout.
- Three out of office meetings (three hours each)

Deliverables: Monthly invoices, Project Plan, project status updates, and general correspondence.

Task 2: Final Design, Including Survey and Permit Assistance

A final design will be developed for the construction of the pipeline work as identified in the attached two drawings. The final design package will include plans, specifications (general and technical), an OPCC, and estimated construction schedule.

Assumptions:

Design package will include 14 to 16 drawings



September 13, 2017 Mr. Jeremy Delmar, P.E. Page 4 of 5

Reference: Mansion Hill Reservoir Relocation Project; Off-Site Piping

- The pipeline alignments will follow the preliminary drawings provided under Phase 1 of this project.
- Design will incorporate City of SeaTac and Highline Water District design standards. If a conflict occurs, the most stringent standard will apply.
- Two design progress meetings with Highline Water District, involving 2 to 4 Stantec team members. Three hours per meeting, this includes agenda and meeting preparation, and writing and distributing the minutes
- Department of Health report not required per April 19, 2017 meeting with DOH, HWD, and Stantec.
- Public involvement not included

Deliverables:

- Sixty, ninety, and bid-ready final design drawings and specifications submitted electronically, along with two full size and five half size plan sets and two paper copies of the specifications. Drawings will be developed using AutoCad 2014
- Updated OPCC and construction schedule for each submittal

Task 3: Permitting Assistance

Permitting assistance will include assisting HWD in securing a Right-of-Way permit.

Assumptions:

- Attend one permit meeting with the City of SeaTac, with two Stantec representatives
- Prepare materials necessary to secure the permit
- Submit two hard copies and one electronic copy of the permit to HWD

Task 4: Bid Assistance

Bid assistance will include:

- Preparing for and attending pre-bid meeting
- Responding to bidder questions as needed



September 13, 2017 Mr. Jeremy Delmar, P.E. Page 5 of 5

Reference: Mansion Hill Reservoir Relocation Project; Off-Site Piping

- Developing up to two addenda
- Bid verification

Design Fee

The design services fee for Parts 1 and 2 are:

Part 1 - \$178,130 Part 2 - \$109,166

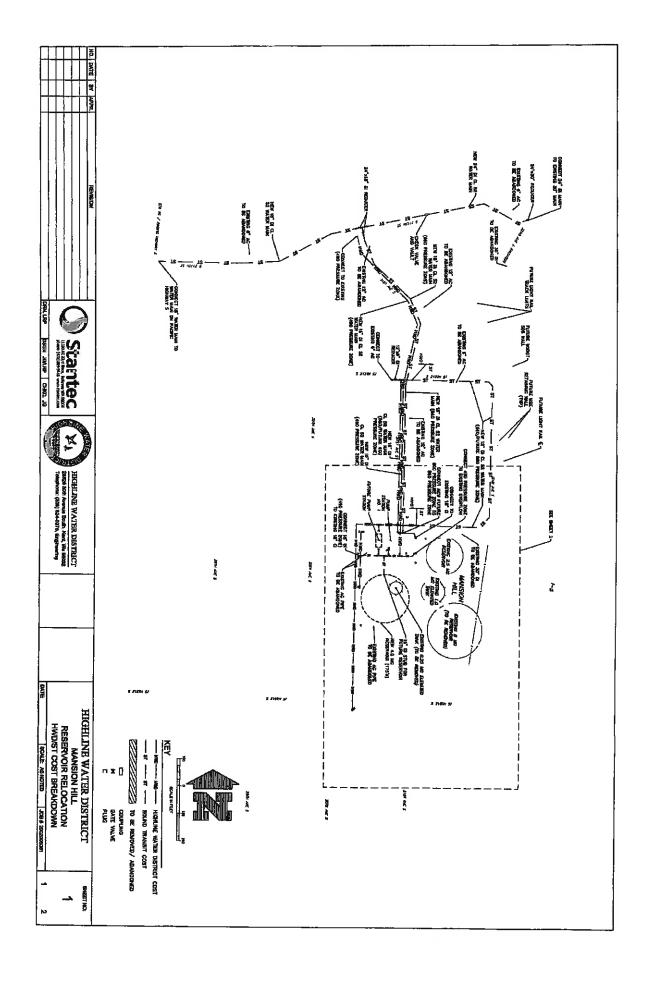
A breakdown of the fees is provided in the attached spreadsheets.

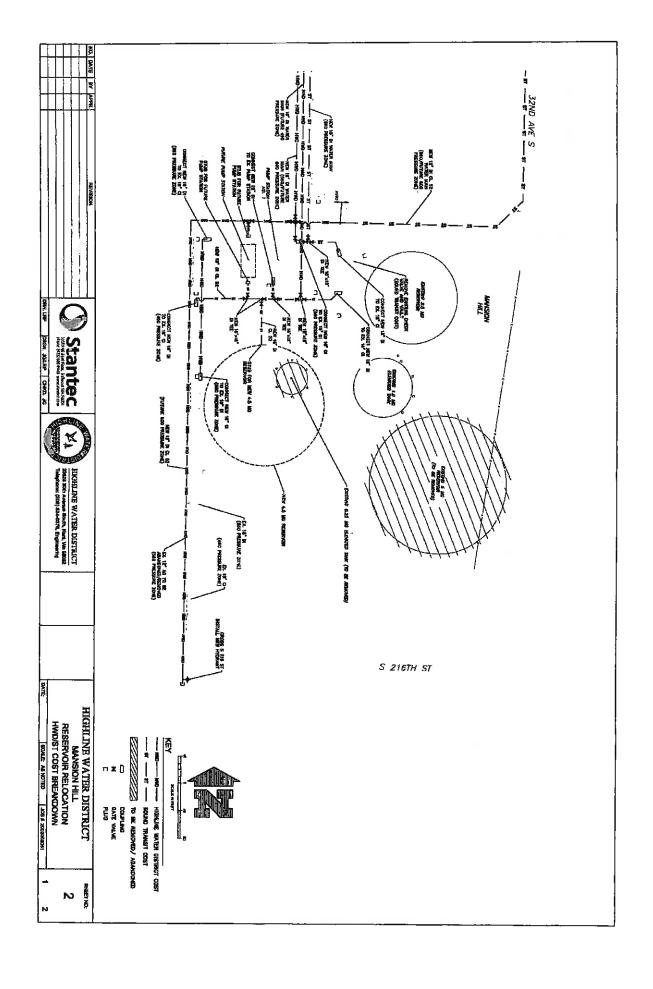
Schedule

The following schedule is based on a NTP date of September 25, 2017:

Submit 90 percent plans, specifications, and OPCC for review HWD 90 percent review Submit Final plans, specifications, and OPCC Bid

October 20, 2017 October 23 – November 3 November 22, 2017 December





PHASE 2, Part 1 FINAL DESIGN COST ESTIMATE
PROJECT TITLE:
PREPARED BY:
725047

Mansion Hill Reservoir Replacement, Phase 2, Part 1 (Sound Transit Off Site Piping) John Gillespie, Stanter Consulting Services, Inc.

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Mansion Hill Reservoir Replacement, Phase 2, Amendment No. 2 (HWD Off Site Piping) AMENDMENT 2, PHASE 2 DESIGN COST ESTIMATE PROJECT TITLE:

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TASKS Task Title Final Design Project Management Project Management Project Management Resistance Bid Assistance Subtotal		Total Cost	i	\$10,084.00	\$90,314.00	\$5,788.00		\$106,166.00
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LABOR COST TOTAL	
APS Utility Locates	
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PROJECT COST AND LABOR HOUR TOTALS	681
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Agenda Item No.: 5,2
Agenda Date: 9/20/17
Reviewed By:

SUBJECT: Project 16-4 Mansion Hill Transmission Main Replacement & Piping Improvements
Authorize Consulting Services Agreement #17-60-34 with Stantec Consulting
Engineers, Inc. for final design services

CATEGORY	
Executive	
Administrative	
Engineering/Operations	х

	FINANCIAL
Expenditures?	Yes 🗶 No 🗌 N/A 🦳
Budgeted?	Yes x No N/A
	Amount: \$ 287,296.00

ATTACHMENTS:

- 1. Resolution 17-9-20B
- 2. Attachment 1 Contract 17-60-34 w/Exhibit(s) A, B and C

COMMENTS:

The second phase services for Part 1 (Sound Transit off site piping work) and Part 2 (HWD off site piping work) include Project Management, Final Design, Surveying, Permit Assistance, and Bid Assistance.

Staff recommends approval of this resolution.