

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 18-3-21C

RESOLUTION AUTHORIZING DESIGN SERVICES CONTRACT #18-60-06 WITH STANTEC CONSULTING SERVICES, INC. FOR PROJECT 16-3 WATER MAIN UPGRADE ALONG S 212TH ST & 30TH AVE S

WHEREAS, the District entered into Contract #16-50-05 with Stantec Consulting Services, Inc. for design services for Contract 16-3 Mansion Hill Reservoir Relocation; and

WHEREAS, the District discovered during said design services the need to have a redundant water connection to S 216th St from the Mansion Hill site to maintain service during construction of the new reservoir and piping; and

WHEREAS, the District identified Project 18-3 in the 2018 Capital Improvement Program for design services and construction of Mansion Hill 600 Pressure Zone Improvement Project; and

WHEREAS, a portion of Project 18-3 includes replacing 1,500 LF of 6" AC pipe with 12" DI pipe along 30th Ave S from 31st Ave S to S 216th St and adding this work to Project 16-3 would provide additional redundancy for construction; and

WHEREAS, the District's Engineer and General Manager reviewed the 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 #18-60-06 (Attachment 1, incorporated herein by this reference) with Stantec Consulting Services, Inc. for a not-to-exceed amount of \$33,262.39 for Project 16-3 Water Main Upgrade along S 212th St & 30th Ave S.
2. The Board authorizes the additional work to be part of Project 16-3 as a separate bid schedule.
3. 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 **21st** day of **March 2018**.


BOARD OF COMMISSIONERS


Daniel Johnson, President


Todd Fultz, Commissioner


George Landon, Commissioner


Kathleen Quong-Vermeire, Secretary


Vince Koester, Commissioner

**HIGHLINE WATER DISTRICT
AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT is entered into between **HIGHLINE WATER DISTRICT**, King County, Washington, a municipal corporation and special purpose district organized and existing under the laws of the State of Washington (hereafter referred to as "the District"), and **STANTEC CONSULTING SERVICES, INC.**, (hereafter referred to as "the Consultant") in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. Scope of Consulting Services. Consultant shall provide consulting services to the District under the terms of this Agreement for the following Project: **16-3 Water Main Upgrade along S 212th St & 30th Ave S ("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 Thirty Three Thousand Two Hundred Sixty-Two and 39/100 Dollars (\$33,262.39). Such compensation shall be payable in the following manner:
 - 2.1 Consultant shall submit a detailed monthly billing for all services provided describing in reasonable and understandable detail the services rendered, fees charged and expenses incurred by Consultant during the previous month in accordance with a schedule of rates and charges set forth on **Exhibit B**, including fees and expenses for additional services authorized by District as provided herein. District shall pay the invoice within sixty (60) days of receipt, except as to any disputed amounts.
 - 2.2 Upon District's failure to pay within sixty (60) days of receipt the undisputed amount set forth in any monthly billing submitted to District by Consultant, such unpaid balance will bear interest at the rate of 1% per month until the amount of such unpaid balance, plus interest thereon shall be paid in full.
 - 2.3 Consultant shall maintain accounts and records of fees billed and expenses incurred as described in this Section 2 in accordance with generally accepted accounting principles, and agrees to make such accounts, records and supporting documentation available to the District and its authorized representatives for inspection at mutually convenient times, both during the Project work and for three (3) years following the final payment for services rendered or termination of the Consultant's services under this Agreement.
3. Schedule of Work. Consultant shall commence the performance of its services under this Agreement upon receipt of notice to proceed from the District to do so and shall provide the services in accordance with the schedule on **Exhibit A**, subject to delays for causes beyond the reasonable control of Consultant or as otherwise agreed to by District.

4. Subcontractors. Consultant shall not subcontract or assign any portion of the work covered by this Agreement without the prior written approval of the District, such consent to be given in District's sole discretion. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
5. Independent Contractor. Consultant is an independent contractor and not an employee of the District. Consultant shall be responsible in full for payment of its employees, including insurance and deductions, and for payment to any subcontractors. No personnel employed by Consultant shall acquire any rights or status regarding the District. All of the services required hereunder shall be performed by Consultant or under its direction, and all personnel engaged therein shall be fully qualified under applicable state, federal and local laws to undertake the work performed by them.
6. Changes in Scope of Services. The District may require changes or modifications in the scope of services to be performed under this Agreement. Any such changes or modifications shall be in writing and signed by the parties to this Agreement. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as set forth in Paragraph 2 above or in a manner otherwise mutually agreed to by the parties.
7. Insurance. Consultant shall maintain throughout the performance of this Agreement the following types and amounts of insurance.
 - 7.1 Comprehensive vehicle liability insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of Two Million Dollars (\$2,000,000).
 - 7.2 Commercial General Liability Insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and
 - 7.3 Professional liability insurance (Errors and Omissions insurance) with limits no less than Two Million Dollars (\$2,000,000).

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

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

shall be attached to the Certificate of Insurance.

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

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

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

8. Indemnification. Consultant shall defend, indemnify and hold harmless the District, its elected and appointed officers, employees and agents and volunteers from and against all claims, injuries, damages, liabilities, losses of suits, including attorneys' fees and costs, arising out of or relating to Consultant's 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.

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

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 Entire Agreement. This Agreement and its exhibit attachments contain the entire understanding between the District and Consultant relating to the consulting services which are the subject of this Agreement. This Agreement merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Agreement shall be in writing and signed by the parties to this Agreement.

15.3 Waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

15.4 No Third Party Rights. This Agreement is made only for the benefit of the District and Consultant and successors in interest and no third party or person shall have any rights hereunder whether by agency, as a third party beneficiary, or otherwise.

- 15.5 Jurisdiction/Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall be brought in King County Superior Court, King County, Washington.
- 15.6 Severability. If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.
- 15.7 Effective Date. The effective date of this Agreement shall be the date that this Agreement has been signed by authorized representatives of both Parties hereto ("Effective Date").

STANTEC CONSULTING SERVICES, INC.
("Consultant")

By _____
Typed Name John Gillespie
Its Senior Project Manager
Dated _____

HIGHLINE WATER DISTRICT
("District")

By _____
Typed Name Matt Everett
Its General Manager
Dated _____

**SCOPE OF SERVICES
FOR
HIGHLINE WATER DISTRICT
WATER MAIN UPGRADE ALONG S 212TH STREET AND 30TH AVE S
PROJECT 16-3, CONTRACT #18-60-06
March 20, 2018
Prepared By: Stantec Consulting Services Inc.**

Purpose

Stantec will provide surveying, permitting assistance, and design services for the piping upgrades along S 212th Street and 30th Ave S, between 31st Ave S and S 216th Street; to be a separate schedule under Construction Contract 16-3, Mansion Hill 4.5 MG Reservoir Relocation for Highline Water District (HWD). Piping upgrades include:

- Installation of a new 12-inch ductile iron water main along S 212th Street and 30th Ave S, approximately 1,500 feet in length
- Installation of valves, fire hydrants, and new water services to the new 12-inch DI water main and connection to customer lines
- Connection of the new 12-inch DI water main to the existing 12-inch AC 560 Zone water main at 31st Ave S and S 212th Street
- Connection of the new 12-inch DI water main to the existing 16-inch DI main at 30th Ave S and S 216th Street
- Abandonment of existing 6-inch AC water main in place

Statement of Services

The following services are included:

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.



March 20, 2018
Mr. Jeremy Delmar, P.E.
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Reference: Mansion Hill Reservoir Relocation Water Main Upgrade Project

- 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.

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

Task 2: Design Surveying

Stantec's in-house survey team will conduct the necessary topographic (topo) surveying. The topo survey will be conducted along S 212th Street and 30th Ave S, from 31st Ave S to S 216th Street. Surveying to include: control survey tied to WSDOT monumentation as available, on NAD83/2011 Washington North Zone horizontal and NAVD/88 vertical datum; topo survey to include 1-foot contours, location of existing surface features, structures, and utilities; and limited boundary survey necessary to determine right of way lines for mapping.

Stantec will secure the services of Applied Professional Services (APS) to perform utility locates except for the existing 6-inch AC water main. HWD will locate the existing water main.

Assumptions: Reviewing deeds, easements, or setting permanent property corners are not included. Also, recording fees are not included.

Deliverables: Topo survey map with detected underground utilities and above structures and features. The map will be provided in AutoCAD 3D 2104, with one-foot contours.

Task 3: Design

The design will be developed for the construction of the new 12-inch DI water main and associated work, such as new fire hydrants, valves, and water services and connections to the existing water system. The design package will include plans, specifications (general and technical), an OPCC, and estimated construction schedule.

Assumptions:

- Design package will include 3 to 5 drawings
- Design pipeline sheets to be plan view only.



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Reference: Mansion Hill Reservoir Relocation Water Main Upgrade Project

- Traffic control will be addressed by utilizing standard WSDOT traffic control plans
- Submittals will occur at the 90% and final stages
- 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 Stantec team members. Three hours per meeting, this includes agenda and meeting preparation, and writing and distributing the minutes
- Public Involvement not included

Deliverables:

- Ninety, and bid-ready final design drawings and specifications submitted electronically (and incorporated into Project 16-3 Mansion 4.5 MG Reservoir Relocation as separate schedule), along with two full size and five half size plan sets and two paper copies of the specifications. Drawings will be developed using Civil 3D AutoCad 2014
- Updated OPCC and construction schedule for each submittal

Task 4: Permitting Assistance

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

Assumptions:

- A permit meeting with the City of SeaTac will not be required

Deliverables:

- Prepare materials necessary to secure the permits
- Submit two hard copies and one electronic copy of the permits to HWD

Fee

The fee for the 4 tasks described above is \$33,262.00

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



March 20, 2018
Mr. Jeremy Delmar, P.E.
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Reference: Mansion Hill Reservoir Relocation Water Main Upgrade Project

Schedule

The following schedule presents the length of time for each deliverable. This includes surveying and permitting, assuming permits can be secured in 4 to 6 weeks.

Develop and submit 90 percent plans, specifications, and OPCC for review 4 weeks

Develop and submit final plans, specifications, and OPCC to be concurrent with Project 16-3, Mansion Hill 4.5 MG Reservoir replacement.

FEE ESTIMATE
PROJECT TITLE:
PREPARED BY:
 20-Mar-18

EXHIBIT B

Water Main Upgrade Along S 212th Street and 30th Ave S
 John Gillespie, Stantec Consulting Services, Inc.

Task Number	Task Title
TASKS	

Total Labor Hours	Total Cost	J. Gillespie Project Manager	M. Lemasa Sr. Surveyor	D. Brave Survey Crew	D. Barnes Survey Crew	L. Palmer Staff Civil EIT	J. Gibson Sr. Civil Engineer	C. Ruiz Project Coordinator/Permitting	L. Stiegler QA/QC
7	\$1,535.73	7							
48	\$5,510.08	8	24	16					
142	\$20,374.82	8			80	50			
16	\$2,541.76							16	
213	\$29,962.39	15	8	24	16	80	50	16	4

Tasks	Cost
1 Project Management	
2 Surveying	
3 Design	
4 Permit Assistance	
Subtotal	

7	\$1,535.73	7							
48	\$5,510.08	8	24	16					
142	\$20,374.82	8			80	50			
16	\$2,541.76							16	
213	\$29,962.39	15	8	24	16	80	50	16	4

LABOR COST TOTAL

\$29,962.39
Expenses
APS Utility Locates
Stantec Survey Field Expenses
ODCs (e.g., printing)
Mileage (1 RT per Week)
Expenses Total

TOTAL PROJECT COST AND LABOR HOURS

213	\$33,262.39	15	8	24	16	80	50	16	4
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Total Labor Rate / Hour	\$219.39	\$170.65	\$121.37	\$77.00	\$118.99	\$165.93	\$158.66	\$201.00
Total Labor Cost/Person	\$3,291	\$1,365	\$2,913	\$1,232	\$9,519	\$6,297	\$2,542	\$804

Agenda Item No.: 5.2
Agenda Date: 03/21/18
Reviewed By: 

SUBJECT: HWD Project 16-3 Water Main Upgrade along S 212th St & 30th Ave S
Authorize Design Services Contract 18-60-06 with Stantec Consulting Services, Inc.

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL						
<i>Expenditures?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
		<i>Amount:</i> \$ <u>33,262.39</u>				
		<i>Plus WSST</i>				

ATTACHMENTS:

1. Resolution 18-3-21C
2. Attachment 1 – Contract 18-60-06 w/Exhibits

COMMENTS:

The District discovered during said design services the need to have a redundant water connection to S 216th St from the Mansion Hill site to maintain service during construction of the new reservoir and piping.

A portion of Project 18-3 includes replacing 1,500 LF of 6" AC pipe with 12" DI pipe along 30th Ave S from 31st Ave S to S 216th St and adding this work to Project 16-3 would provide additional redundancy for construction.

Staff recommends approval of this resolution.