

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 21-3-17A

**RESOLUTION AUTHORIZING CONSULTING SERVICES AGREEMENT #21-60-06 WITH
PARAMETRIX, INC. FOR PROFESSIONAL SURVEYING AND ENGINEERING SERVICES
RELATING TO PROJECT 21-1 DES MOINES 24TH AVE S WATER MAIN REPLACEMENT**

WHEREAS, the City of Des Moines has retained Parametrix, Inc. to provide engineering design services for the realignment and reconstruction of 24th Avenue South. The project limits are from Kent Des Moines Road to S 223rd Street, approximately 2,500 linear feet of roadway. Work includes preliminary and final design of the full roadway corridor, drainage facilities, utility realignment, and other work associated with the roadway construction; and

WHEREAS, by passage of Resolution 20-12-16B, the Board approved the 2021 Capital Improvement Program which included Project 21-1; and

WHEREAS, the District proposes to replace an AC water main within the project limits above and has requested that Parametrix, Inc. provide engineering design services for the water main replacement work. This scope of work is for the water main design plans, specifications, contract documents, and estimate; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. The General Manager or designee is authorized to enter into Contract #21-60-06 with Parametrix, Inc., Inc. (Attachment 1, incorporated herein by this reference), for a not-to-exceed amount of \$60,333.82.
2. The General Manager and/or the District's legal counsel are authorized to make minor changes to the contract if required.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held on the **17th** day of **March 2021**.

BOARD OF COMMISSIONERS



Todd Fultz, President



Daniel Johnson, Commissioner



Kathleen Quong-Vermeire, Commissioner



Polly Daigle, Secretary



Vince Koester, Commissioner

ATTACHMENT - 1

HIGHLINE WATER DISTRICT AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is entered into between **HIGHLINE WATER DISTRICT**, King County, Washington, a municipal corporation and special purpose district organized and existing under the laws of the State of Washington (hereafter referred to as "the District"), and **PARAMETRIX, 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: **21-1 Des Moines 24th Ave S Water Main Replacement** ("Project"). The scope of work 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 Sixty Thousand Three Hundred Thirty-Three and 82/100 Dollars (\$60,333.82). 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).

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.

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

Attn: Matt Everett, General Manager Attn: Jack Wright, PE

- 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 an authorized representative of the District ("Effective Date").

PARAMETRIX, INC.
("Consultant")

By _____
Typed Name _____
Its _____
Dated _____

HIGHLINE WATER DISTRICT
("District")

By _____
Typed Name Matt Everett
Its General Manager
Dated _____

SCOPE OF WORK

Highline Water District 24th Ave Water Main Replacement

INTRODUCTION

The City of Des Moines (City) has retained Parametrix to provide engineering design services for the realignment and reconstruction of S 24th Avenue. Project limits are from Kent Des Moines Road to S 223rd Street, approximately 2,500 linear feet of roadway. Work includes preliminary and final design of the full roadway corridor, drainage facilities, utility realignment, and other work associated with the roadway construction.

Prior to the Des Moines project, Highline Water District (HWD) is replacing a water main within the project limits above and has requested that Parametrix provide engineering design services for the water main replacement work. This scope of work is for the water main design plans, specifications, contract documents, and estimate.

TASK 01 – PROJECT MANAGEMENT AND QA/QC

Subtask 01.01 – Meeting with Client

Objective

Parametrix will meet with HWD after the 30% and 90% submittals to discuss the review comments.

Deliverables

- Meeting minutes.

Subtask 01.02 – Monthly Progress Reporting

Objective

Parametrix will provide continuous tracking of the project schedule and budget, project quality assurance and control, and status of deliverables to ensure that the project is executed as expected by HWD.

Approach

The project manager will set up internal processes, files, and documents, and will track and manage the project schedule, budget, and personnel. Written correspondence will be generated as needed to document project management issues.

Monthly invoices and progress reports will be developed summarizing the work performed in the previous month.

Assumptions

- The project is fully funded through HWD. No federal funds are included.
- This project phase is anticipated to last 5 months.

Deliverables

- Contractual documents for signature by HWD.
- Miscellaneous correspondence to document project management issues.
- Monthly progress reports and invoices.
- Project schedule.

Subtask 01.03 – Quality Assurance/Quality Control

Objective

Perform internal review to ensure that: a) the design concepts are sound, and b) the design concepts have been incorporated and documents are accurate and consistent.

Approach

The project manager will task a technical lead to review the 30%, 90%, and Final Document submittals.

Assumptions

Internal review will be performed by independent senior staff not involved in production of the deliverables.

Deliverables

None. Review comments will be for internal use. Documentation will be made available to HWD upon request.

TASK 02 – WATER MAIN DESIGN

Subtask 02.01 – 30% PS&E

Objective

The purpose of this subtask will be to develop a 30% design-level plan set according to the description below.

Approach

Plans and Estimate

Parametrix will prepare and submit electronic PDF plans at the 30% design level to HWD for review and comment.

SCOPE OF WORK (continued)

The following plan sheets are included in the project plans as part of this scope of work for the HWD water main improvements:

- Water main plans (six sheets, 11 by 17 inches, 1 inch equals 40 feet, in plan-only format).
- Opinion of probable cost (30% design level). Based on available design information, a list of anticipated bid items and associated costs for construction will be developed for the water main improvements.

Assumptions

- The water main design plans will be bid as a separate schedule within the Des Moines project.
- All design work for the water main replacement will be designed using the same AutoCAD/Civil 3D software that is being utilized for the City's roadway design work.

Deliverables

- 30% submittal (electronic): Up to six plan sheets and an opinion of probable cost.

Subtask 02.02 – 90% Design

Objective

Incorporate comments from the 30% review submittal and develop a 90% design-level plan set with specifications and contract documents according to the description below.

Approach

Plans, Specifications, and Estimate

Work for the 90% submittal will incorporate HWD's review comments from the 30% submittal and expand the plans with profiles, notes, and details. Specifications will be developed based on applicable amendments and APWA special provisions to the WSDOT Standard Specifications.

Parametrix will submit electronic PDF plans and specifications at the 90% design level to HWD for review and comment. The following items will be electronically submitted for the 90% submittal:

- Revised and expanded information on the plan sheets from the 30% submittal, with additional detail for items such as profiles and restoration schedules.
- General sheets (cover sheet/vicinity map, legend, abbreviations and notes, horizontal control).
- Water main plan and profiles (six sheets, 11 by 17 inches, 1 inch equals ~~40~~²⁰ feet, in plan and profile format).
- Detail sheets (two sheets).
- Contract documents using HWD's standard boilerplate language as a starting template.
- Front-end legal documents, specification amendments, appendices, King County Roadway Design and Construction Standards, and HWD standards referenced on the plans.
- Opinion of probable cost (90% design level).

Assumptions

- HWD will provide standard contract documents for reference and inclusion in the contract.
- No traffic control plans will be prepared. The special provisions will outline basic requirements for maintenance of traffic and allowable lane closures.

Deliverables

- 90% submittal (electronic): Up to 11 plan sheets, specifications, and an opinion of probable cost.
- Responses to review comments on the 30% submittal.

Subtask 02.03 – Final PS&E

Objective

This subtask will develop final plans and specifications necessary for bidding and construction.

Approach

Parametrix will incorporate the review comments from the 90% submittal and then electronically submit the plans, specifications, and opinion of probable cost to HWD as a 100% submittal. This submittal will allow HWD to confirm that all comments have been incorporated before the final bid documents are submitted.

Work for the final bid document submittal will incorporate any remaining review comments from the 100% submittal and include approval signatures from both HWD and Parametrix.

Assumptions

HWD is responsible for obtaining all permitting necessary to build the project. HWD will be responsible for production and issuance of the bid sets.

Deliverables

- 100% submittal (electronic): Up to 11 plan sheets, specifications, and an opinion of probable cost in PDF format.
- Responses to review comments on the 100% submittal.
- Bid documents: Up to 11 plan sheets, contract documents, specifications, and an opinion of probable cost. The deliverables will be transmitted electronically as TIFF and PDF files. Original paper copies will be retained in Parametrix files.

EXHIBIT B

Client: Highline Water District
 Project: S 24th Ave Realignment Reconstruction
 Project No: P2714_MV

Task	SubTask	Description	Labor Dollars	Rates:					
				John M. Betzvog Designer IV \$148.01	April D. Whittaker Sr Project Control Specialist \$132.67	John L. Wright Sr Engineer \$202.25	Amanda B. Lucas Publications Supervisor \$115.57	John C. Hungerford Water Solutions Div Mgr \$239.95	Jessica M. Lavaris Project Accountant \$104.62
01		Project Management & QA/QC	\$5,089.20		8	4	4	8	8
	01	Meeting with Client	\$809.00			4			
	02	Monthly Progress Reporting	\$2,360.60		8		4		8
	03	Quality Assurance/Quality Control	\$1,919.60					8	
02		Water Main Design	\$55,144.62	224	12	94	12		
	01	30% PS&E	\$12,116.60	60		16			
	02	90% PS&E	\$33,066.20	128	8	60	8		
	03	Final PS&E	\$9,961.82	36	4	18	4		
Labor Totals:			\$60,233.82	224	20	98	16	8	8
Totals:			\$60,233.82	\$33,154.24	\$2,653.40	\$19,820.50	\$1,849.12	\$1,919.60	\$836.96

Other Direct Expenses	
Mileage - \$0.575/mile	\$100.00
Other Direct Expenses Total:	\$100.00

Project Total **\$60,333.82**

Agenda Item No.: 5.1
 Agenda Date: 03/17/21
 Reviewed By: M.E.

Subject: Authorize Consultant Agreement #21-60-06 with Parametrix Inc., for professional surveying and engineering services relating to Project 21-1 Des Moines 24th Ave S Water Main Replacement

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>60,333.82</u>	

ATTACHMENTS:

1. Resolution 21-3-17A

COMMENTS:

The City of Des Moines has retained Parametrix, Inc. to provide engineering design services for the realignment and reconstruction of 24th Avenue S. The project limits are from Kent Des Moines Road to S 223rd Street, approximately 2,500 linear feet of roadway. Work includes preliminary and final design of the full roadway corridor, drainage facilities, utility realignment, and other work associated with the roadway construction.

The District proposes to replace an AC water main within the project limits above and has requested that Parametrix, Inc. provide engineering design services for the water main replacement work. This scope of work is for the water main design plans, specifications, contract documents, and estimate.

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