

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 21-3-17B**

**RESOLUTION AUTHORIZING CONSULTING SERVICES AGREEMENT #21-60-07 WITH EVERGREEN COATING ENGINEERS, LLC. FOR PROFESSIONAL SERVICES RELATING TO PROJECT 21-3 MANSION HILL 2.5 MG RESERVOIR INT/EXT RECOAT AND SAFETY IMPROVEMENTS**

**WHEREAS**, by passage of Resolution 20-12-16B, the Board approved the 2021 Capital Improvement Program which included Project 21-3; and

**WHEREAS**, the District reviewed firms on the MRSC Roster who specialize in coating systems; and

**WHEREAS**, the District requested a scope of work and budget from Evergreen Coating Engineers, LLC for the Mansion Hill 2.5 MG Reservoir Interior/Exterior Recoat and Safety Improvements; and

**WHEREAS**, Evergreen Coating Engineers, LLC will perform the following tasks:

- Task 1 Project Management
- Task 2 Design
- Task 3 Project Bid
- Task 4 Quality Assurance/Quality Control
- Task 5 Cathodic Protection System Design
- Task 6 2.5 MG Reservoir Inspection

**WHEREAS**, the District's Engineering & Operations Manager and General Manager have reviewed the scope of work and budget submitted by Evergreen Coating Engineers, LLC and recommend approval of this resolution.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The General Manager or designee is authorized to enter into Contract #21-60-07 with Evergreen Coating Engineers, LLC, Inc. (Attachment 1, incorporated herein by this reference), for a not-to-exceed amount of \$77,505.00.
2. The General Manager and/or the District's legal counsel are authorized to make minor changes to the contract if required.

**HIGHLINE WATER DISTRICT  
King County, Washington**

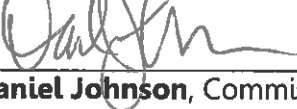
**RESOLUTION 21-3-17B**

**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**.

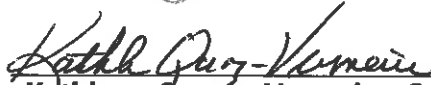
**BOARD OF COMMISSIONERS**



**Todd Fultz**, President



**Daniel Johnson**, Commissioner



**Kathleen Quong-Vermeire**, Commissioner



**Polly Daigle**, Secretary



**Vince Koester**, Commissioner

**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 **EVERGREEN COATING ENGINEERS, LLC**. (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: **21-3 Mansion Hill 2.5 MG Reservoir Int/Ext Recoat & Safety Improvements** ("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 Seventy Seven Thousand Five Hundred Five and 00/100 Dollars (\$77,505.00). 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 **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:

Evergreen Coating Engineers, LLC  
6925 37<sup>th</sup> Ave SW  
Seattle, WA 98126

Attn: Matt Everett, General Manager

Attn: Lance Stevens, P.E,

- 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").

**EVERGREEN COATING ENGINEERS, LLC.**  
("Consultant")

By \_\_\_\_\_  
Typed Name Lance Stevens, P.E.  
Its Principal  
Dated \_\_\_\_\_

**HIGHLINE WATER DISTRICT**  
("District")

By \_\_\_\_\_  
Typed Name Matt Everett  
Its General Manager  
Dated \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

#### Evergreen Coating Engineers, LLC

#### Mansion Hill 2.5 MG Reservoir Rehabilitation

##### Project Overview

The following is a summary of the design scope of services for Highline Water District's (District) Mansion Hill 2.5 MG Reservoir Rehabilitation Project (Project). There are two phases of this project. Phase 1 is the design and bid of work associated with the rehabilitation of the District's Mansion Hill 2.5 MG Reservoir. Phase 2 consists of an evaluation of the District's North Hill and Star Lake Tanks utilizing a Remotely Operated Vehicle (ROV). Potential repairs discovered during the evaluation on North Hill and/or Star Lake that might be included within the bid documents of Phase 1 of this project would be designed under a separate scope of work. The Project consists of producing bid ready documents for the improvements and recoating of the reservoir as described below. Evergreen Coating Engineers (ECE) will team with Gray & Osborne (G&O) and Northwest Corrosion Engineering (NCE), to deliver the Project for the District.

##### PHASE 1: 2.5 MG RESERVOIR REHABILITATION

###### Task 1 – Project Management

ECE will manage the budget and schedule of the project along with providing invoices to the District. ECE will coordinate with the subconsultants, G&O and NCE. Included with all invoices will be a status update of the project.

###### Deliverables:

- Monthly invoices and monthly status reports.
- Schedule updates at design deliverables.

###### Assumptions:

- This scope includes services through bidding assistance and a recommendation to Award. Performance of this scope of work is expected to be approximately 11 months with Bid occurring in January 2022.

###### Task 2 – Design

This task will be led by ECE, with structural engineering and CAD drafting support from G&O. Cathodic protection system design and report will be provided under Task 5. This task includes conducting up to three site visits to support plan development and specifications necessary to provide bid ready documents for the Project. The project is anticipated to include the following work:

- Removal and replacement of the interior and exterior coating systems. The exterior is assumed to have a lead-based primer with a high lead content. One interior and one exterior coating sample will be taken for Total Metal Content lab analysis for inclusion in the project documents;
- Adding circumferential handrails, and potentially gutters and downspouts if the District elects to include them;
- Replacement of the existing exterior ladder with a stairway with security cage;
- Replacement of the roof vent with a new vacuum/pressure relief pallet styled roof vent;



- Replacement of the existing manways with two 36-inch diameter manways;
- Seal welding the interior at the option of the District;
- Installation of conduit and roof ports, as required, for later installation of a cathodic protection system;
- Site grading to help lower the surrounding grade around the ring wall of the reservoir.

*Prepare 60 Percent Plans, Specifications, and OPCC*

Our team will prepare 60 Percent plans, technical specifications, and OPCC. Plans will include site and grading plans, details for the structural improvements listed above. Specifications shall be 16-Division CSI format. General Conditions will be the District standard based upon WSDOT/APWA Standard Specifications. Our team will meet with District staff virtually to complete a review of the plans, specifications, and OPCC.

*Prepare 90 Percent Plans, Specifications, and OPCC*

Our team will include comments from the 60 Percent Submittal to prepare 90 Percent plans, technical specifications, and OPCC. Plans will include site and grading plans, details for the structural improvements listed above. Specifications shall be 16-Division CSI format. Our team will meet with District staff virtually to complete a review of the plans, specifications, and OPCC.

*Prepare and submit Washington State Department of Health (DOH) Project Report*

ECE will prepare and submit the DOH Project Report which will meet the requirements of WAC 246-290-110 and work with DOH to obtain approval of the project. One resubmittal is anticipated.

*Prepare Bid Ready Stamped Plans, Specifications, and OPCC*

Our team will include comments from the 90 Percent Submittal to prepare bid ready, stamped plans, specifications, and OPCC for the Project. Plans and specifications will be suitable for public works bid.

**Deliverables:**

- DOH Project Report draft and final versions.
- Each 60 Percent, 90 Percent, and final design submittal will include the following:
  - PDF copies of plans (formatted for full size and half size), specifications, and OPCC.
  - 1 – Full-sized hardcopy plans at 22"x34" and 1- set of comb bound hard copy specifications will be provided at final design only.

**Assumptions:**

- No survey will be required. District will provide site survey from the Mansion Hill 4.5 MG Reservoir Replacement and Off-Site Improvements Project for use by the project team. It is understood that grading and site changes have occurred since that survey was conducted and information is intended for use as background information for plan development.
- District will provide utility locates onsite as required.
- Site grading design can be accomplished utilizing block walls less than three feet in height.

- Assumptions will be made regarding structural member size, number, and length unless record drawing information is provided by the District.
- No geotechnical investigation or design will be necessary.
- No electrical engineering will be required.
- No permitting will be required. Fees associated with the DOH Project Report shall be paid by the District.

### **Task 3 – Project Bid**

The project Bid documents will be advertised on Builders Exchange of Washington. ECE will upload documents to the site. Advertisement in the District's paper of record and the project Bid Opening shall be conducted by the District. ECE or the appropriate subconsultant, will provide Addenda if required during Bid. A pre-Bid meeting and the Bid Opening will be attended by ECE. ECE will provide the District an Award Recommendation if requested.

Deliverables:

- Bid ready documents to Builders Exchange of Washington.
- Pre-Bid Meeting Attendance Sheet.
- Addenda, if required.
- Award Recommendation, if requested.

Assumptions:

- District will be responsible for any fees associated with advertising or conducting the Bid.

### **Task 4 – Quality Assurance/Quality Control**

Oversee two, in-house, quality assurance/quality control (QA/QC) meetings with the project team to review the project during its course. The meetings will include senior project staff and selected design team members from ECE, G&O, and NCE.

- One QA/QC meeting will take place prior to the submission of 60 percent plans, specifications, and cost estimate.
- A second QA/QC meeting will take place prior to the submission of 90 percent plans, specifications, and cost estimate.
- Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Deliverables:

- None.

Assumptions:

- NCE

### **Task 5 – Cathodic Protection System Design**

NCE will provide design of a cathodic protection system for corrosion control of the internal submerged surfaces associated with the 2.5 MG Reservoir. Provisions for the cathodic protection system will be designed and included with the bid package, but the actual cathodic protection system will not be installed and put online until after the two year warranty on the coatings is complete. Installation of the cathodic

protection system shall be by separate contract.

NCE will evaluate District provided record drawings and provide a report outlining considerations for potential stray current interference on District piping near to the 2.5 MG Reservoir as well as the 2.5 MG Reservoir due to operations of the Sound Transit Light Rail System in that area. The report will discuss options for monitoring and/or mitigation as applicable.

Deliverables:

- Report providing considerations and potential for stray current corrosion on the Districts piping and 2.5 MG Reservoir.
- Cathodic Protection System design plans and specifications to be included within the 90 Percent and Final Plan sets.

Assumptions:

- District will provide NWC with the record drawings of the mains that are in close proximity to the 2.5 MG Reservoir and Sound Transit Light Rail and therefore of concern to the District.

### **Task 6 – 2.5 MG Reservoir Inspection**

ECE will conduct an inspection of the 2.5 MG reservoir by remotely operated vehicle (ROV) to gather project information including photos for use in providing project and plan details. The results of the ROV dive will be provided to the District in a brief technical memorandum format. The objective of the memorandum will be to confirm existing or suggest new design parameters based upon the observations made during the dive. A copy of the dive video will be provided to the District on USB flash drive.

Deliverables:

- Technical memorandum and USB flash drive with the dive video.

Assumptions:

- District will provide access to the roof hatch of the reservoir and that the ROV will be able to be deployed through the existing roof hatch.

## **PHASE 2: NORTH HILL AND STAR LAKE TANK INSPECTIONS**

### **Task 1 – North Hill and Star Lake Reservoir Inspections**

ECE will conduct inspections of the North Hill and Star Lake Tanks by remotely operated vehicle (ROV) to assess the current interior condition of the existing structure and coating systems. The results of the ROV dive will be provided to the District in an inspection report. The report will provide ECE's analysis of the existing conditions along with recommendations for improvements and remaining life of the coating system. Additionally, ECE will attempt to determine whether the roof plate laps were sealed with caulking and if so, provide a condition of the steel within those laps. Photo stills from the dive will be provided within the report. A copy of the dive video will be provided to the District on USB flash drive. Temperature readings of the water column of each tank will be provided in order to help determine the degree of mixing within the water column on the day of the dive.

Deliverables:

- Draft and final coating condition reports and USB flash drive with the dive video for each tank.

**Assumptions:**

- District will provide access to the roof hatch of each tank and that the ROV will be able to be deployed through the existing roof hatch.

**EXHIBIT "B"**  
**ENGINEERING SERVICES**  
**SCOPE AND ESTIMATED COST**

**Highline Water District**  
**Mansion Hill 2.5 MG Reservoir Rehabilitation Project**

<b>Phase 1: Mansion Hill 2.5 MG Reservoir Rehabilitation Tasks</b>		<b>ECE Hours</b>
Task 1	Project Management	12
Task 2	Design	98
Task 3	Project Bid	22
Task 4	QA/QC	10
Task 5	Cathodic Protection System Design	6
Task 6	2.5 MG Reservoir Inspection	12
Hour Estimate:		160
Fully Burdened Billing Rate: Principal Engineer		\$175
Fully Burdened Labor Cost:		\$28,000
Total Fully Burdened Labor Cost:		\$ 28,000
Direct Non-Salary Cost:		
	Mileage & Expenses (Mileage @ current IRS rate)	\$ 148
	Remote Operated Vehicle Fee @ \$500 each	\$ 500
	Coating Total Metal Analysis @ \$175 each	\$ 350
Subconsultants		
	Gray & Osborne, Inc	\$ 31,040
	Northwest Corrosion Engineering	\$ 9,767
	Subconsultant Markup @ 5%	\$ 2,040
<b>SUBTOTAL ESTIMATED COST, PHASE 1:</b>		<b>\$ 69,805</b>
<b>Phase 2: North Hill and Star Lake Reservoir Inspection Tasks</b>		<b>ECE Hours</b>
Task 1	North Hill and Star Lake Reservoir Inspections	38
Hour Estimate:		38
Fully Burdened Billing Rate: Principal Engineer		\$175
Fully Burdened Labor Cost:		\$6,650
Total Fully Burdened Labor Cost:		\$ 6,650
Direct Non-Salary Cost:		
	Mileage & Expenses (Mileage @ current IRS rate)	\$ 50
	Remote Operated Vehicle Fee @ \$500 each	\$ 1,000
<b>SUBTOTAL ESTIMATED COST, PHASE 2:</b>		<b>\$ 7,700</b>
<b>TOTAL ESTIMATED COST:</b>		<b>\$ 77,505</b>

Agenda Item No.: 5.2  
 Agenda Date: 03/17/21  
 Reviewed By: M.E.

**Subject:** Authorize Consultant Agreement #21-60-07 with Evergreen Coating Engineers, LLC., for professional services relating to Project 21-3 Mansion Hill 2.5 MG Int/Ext Recoat and Safety Improvements

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>77,505.00</u>	

**ATTACHMENTS:**

1. Resolution 21-3-17B

**COMMENTS:**

The District requested a scope of work and budget from Evergreen Coating Engineers, LLC for the Mansion Hill 2.5 MG Reservoir Interior/Exterior Recoat and Safety Improvements.

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