

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 22-3-2A

RESOLUTION AUTHORIZING CONSULTING SERVICES AGREEMENT #22-60-02 WITH KPG-PSOMAS, INC. FOR PROFESSIONAL SURVEYING AND ENGINEERING SERVICES RELATING TO PROJECT 21-2 32ND AVE S WATER MAIN REPLACEMENT (SEATAC)

WHEREAS, the City of SeaTac has retained KPG-Psomas, Inc. for the design and construction of the Airport Station Pedestrian Improvement Project that will provide roadway, intersection, and non-motorized improvements to enhance safety/mobility of pedestrians and improve access to the Airport Link Light Rail System. The project design and construction improvements are on the following roadway segments:

- S 176th Street from International Boulevard to 32nd Avenue S (North side of S 176th Street)
- 32nd Avenue from S 176th Street to S 170th Street (East/West sides of 32nd Avenue)
- 32nd Avenue from S 180th Street to S 176th Street (East side of 32nd Avenue)
- S 180th Street from 32nd Avenue S to approx. 36th Ave S (North side of S 180th Street)

WHEREAS, by passage of Resolution 21-12-15B, the Board approved the 2022 Capital Improvement Program which included Project 21-2, and

WHEREAS, the District proposes to replace existing water mains within the project limits stated above and has requested that KPG-Psomas, 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 Assistant General Manager and General Manager have reviewed the scope of work and budget submitted by KPG-Psomas Inc. and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The General Manager or designee is authorized to enter into Contract #22-60-02 with KPG-Psomas, Inc. (Attachment 1, incorporated herein by this reference), for a not-to-exceed amount of \$143,580.00.
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 22-3-2A

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held on the **2nd** day of **March 2022**.

BOARD OF COMMISSIONERS

DocuSigned by:

Polly Daigle

78D0B6DD748D4ED...

Polly Daigle, President

DocuSigned by:

Todd Fultz

8728D379E2E446D

Todd Fultz, Commissioner

DocuSigned by:

Kathleen Quong-Vermeire

48ECA32C4556410

Kathleen Quong-Vermeire, Commissioner

DocuSigned by:

Daniel Johnson

6E7D4CD7088E4C7

Daniel Johnson, Secretary

DocuSigned by:

Vince Koester

3BCE3E3D2D7D409

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 **KPG-Psomas, 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: **32nd Ave S Water Main Replacement** ("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 One Hundred Forty-Three Thousand Five Hundred Eighty and 00/100 Dollars (\$143,580.00). 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, which limits may be met through a combination of primary and excess policies.
 - 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 30 days prior written notice of any cancellation, and 10 days prior notice for cancellation due to nonpayment of premium. Consultant shall provide District with prompt notice of any 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 third party claims, injuries, damages, liabilities, losses of suits, including reasonable 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:

KPG-Psomas, Inc.
 3131 Elliott Ave #400
 Seattle, WA 98121

Attn: Matt Everett, General Manager

Attn: Jeff Kreshel

- 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").

KPG-Psomas, Inc.
("Consultant")

By _____
Typed Name _____
Its _____
Dated _____

HIGHLINE WATER DISTRICT
("District")

By _____
Typed Name Matt Everett
Its General Manager
Dated _____

EXHIBIT A

Highline Water District SeaTac: ST 141 Airport Station Improvements - Water Main Replacements -

KPG-Psomas
Scope of Work
January 2022

INTRODUCTION

A. PROJECT BACKGROUND AND UNDERSTANDING

The City of SeaTac (City) was recently successful in obtaining a Sound Transit System Access Grant for the design and construction of the Airport Station Pedestrian Improvement Project (City Project) that will provide roadway, intersection, and non-motorized improvements to enhance safety/mobility of pedestrians and improve access to the Airport Link Light Rail Station. Primary components of this project will improve mobility and safety for all modes of travel and create an inviting urban design/streetscape environment that will encourage new economic development opportunities and transform the Airport station Area into a destination. The Project will design and construct improvements on the following roadway segments:

- S 176th Street from International Boulevard to 32nd Avenue S (North side of S 176th Street)
- 32nd Avenue from S 176th Street to S 170th Street (East/West sides of 32nd Avenue)
- 32nd Avenue from S 180th Street to S 176th Street (East side of 32nd Avenue)
- S 180th Street from 32nd Avenue S to approx. 36th Ave S (North side of S 180th Street)

Improvements along these roadway segments may include the following project elements:

- New landscaping, streetscape, and urban design improvements throughout the Station Area
- New traffic signal system at the S 176th Street/32nd Avenue S Intersection
- Traffic signal modifications at the S 176th Street/International Boulevard (SR 99) Intersection
- New wayfinding and signage
- Upgraded ADA facilities throughout the Station Area
- New sidewalks and amenity zones
- New decorative LED pedestrian and roadway illumination
- New channelization to accommodate bicycle facilities
- Utility undergrounding

The Airport Station Pedestrian Improvement Project is considered Phase 1 of the multi-phased improvement plan for the Station Area. Future project phases will advance preliminary designs and construct full width roadway improvements on S 176th Street and S 180th Street.

KPG-Psomas' (KPG) efforts (under separate contract with the City) in support of the City Project includes the requisite design efforts, supplemental services, and coordination required for the project. More specifically, these efforts include the following services:

- Topographic Survey and Base Mapping
- Stormwater Documentation and Reporting
- Transportation Analysis and Reporting
- Geotechnical/Infiltration Investigation and Reporting
- Environmental Permitting Support
- Right of Way Determination
- ROW Acquisition and Relocation

EXHIBIT A

- Public Involvement
- Coordination with Utilities and Stakeholders
- Conceptual Designs and Cost Estimates for S 176th Street and S 180th Street Full-Buildouts
- WSDOT Coordination
- Station Area Urban Design Report
- Completing Final Design and Preparing Plans, Specifications, and Estimates

The following Scope of Work outlines KPG's efforts to provide the desired design services to complete Plans, Specifications, and Estimates (PS&E) for Highline Water District (District) water system improvements associated with and in support of the City Project. Specifically, the anticipated District water system improvements include replacement of approximately (+/-)4,900 feet of existing 6- to 12-inch AC and/or cast-iron water main, other appurtenances and trench patching. Abandonment and/or removal of approximately (+/-)4,900 feet of existing 6- to 12-inch water mains are also anticipated. The proposed improvements include the following locations.

- 32nd Ave S: approximately (+/-) 3,300 feet between S 170th St and S 180th
- S 180th St: approximately (+/-) 1,600 linear feet east of 32nd Ave S

The limits of described water improvements are illustrated in attached Exhibit A. Roadway restoration will be completed as part of the City Project in accordance with City Standards.

B. ASSUMPTIONS

The following general assumptions were made to establish a scope and fee estimate for this project. Project specific assumptions are provided in the Scope of Work below:

- Existing water services will be replaced between new main and existing meters at edge of property/ROW.
- Field survey and project base mapping have been completed by KPG (under separate contract to the City). The base map and TIN have been prepared using KPG drafting Standards in AutoCAD® Civil 3D® 2017 and will be used for the basis of design.
- Roadway centerline, Right of Way, and parcel lines will be calculated by KPG (under separate contract to the City) and provided to the District.
- All submittals will be electronically posted to KPG's ftp site.
- Applicable Highline Water District, City of SeaTac, and WSDOT Standard Plans will be provided in an appendix to the specifications.
- Construction phasing plans will be developed for the project. The contractor will be responsible for developing project-specific traffic control plans based off the phasing plans.
- A Stormwater Pollution Prevention Plan (SWPPP) is not included in this Scope. The Contractor will develop the project SWPPP.
- District water improvements are believed to be SEPA exempt, and a Stormwater Construction General Permit is not anticipated to be required. No specific environmental or other regulatory requirements are believed to be applicable; and therefore, there are no anticipated permits required for the project. If, however, any such requirements are applicable, they would be covered separately by the City/City Project.
- Right of way acquisition nor new permanent utility or temporary construction easements are not anticipated for the District's work.
- Plans will be developed utilizing AutoCAD or Civil 3D 2017 using KPG drafting standards and plotted on Highline Water District Title Block.

EXHIBIT A

- Potholing/utility conflict plans will be developed by KPG. If potholes are required for the District's utilities, KPG will coordinate with the District prior to potholing activities taking place. All potholing efforts associated with the District utilities will be performed by the District.
- The City of SeaTac is the lead agency for Public Involvement/Outreach.

C. DISTRICT PROVIDED ITEMS

The District will provide the following in aid of design.

- Submittal reviews, comments, and approvals
- Existing water main/system record drawings
- Proposed water main sizing
- GIS Data
- Applicable/required technical reports pertinent to the project (geotechnical, environmental, etc.)
- ROW and easement(s) investigation, acquisition, and support services
- District GSP's and Standard Details
- Rights of Entries (if required)
- Other pertinent existing system information

SCOPE OF WORK

Task 1 – Management / Coordination / Administration

This task covers the effort required to manage the contract and to assure that the project meets the District's expectations for schedule, budget, and quality of product. Efforts included under this task are as follows:

- 1.1 KPG will provide continuous project coordination and internal management for the project duration (estimate 6 months design and bid, February 2022 through July 2022).
- 1.2 KPG will prepare for and attend a kick-off meeting and site visit with District staff to initiate project work.
- 1.3 KPG will prepare for and attend coordination/progress meetings with District staff during the course of the project as necessary to discuss key issues and track progress. Video-conferencing/phone calls will be utilized for these meetings.
- 1.4 KPG will provide internal quality assurance/quality control (QA/QC) reviews of all work products prior to submittal for District review.
- 1.5 Prepare and submit electronic monthly invoices for review and approval by the District. Each invoice shall include the Billing Period (start and end date), description of work accomplished for the billing period, and the names, billing rate, and hours for each resource included with each task on the invoice.
- 1.6 Develop and update the project schedule (if/as necessary) throughout the project.

Deliverables:

- Monthly progress reports and invoices
- Meeting notes
- Project schedule and updates
- QA/QC of all submittals

EXHIBIT A

Assumptions:

- The anticipated contract/design period will not exceed 6 months.

Task 2 – Data Collection and Review

This task covers the efforts required to collect and review data and other pertinent information relative to the anticipated project including the following:

- City Project base mapping;
- District system GIS data and record drawings;
- other District system information, reports, or analyses that may be applicable to project improvements; and
- coordinating with the District to identify any known plans of future improvements that may affect the proposed roadway project and/or relocations/replacements of existing main and/or services based on proposed roadway design.

Deliverables:

- N/A

Assumptions:

- N/A

Task 3 – District, City, Other Utilities & Project Stakeholders Coordination (Limited)

KPG will coordinate with the District, the City, City Project design team, other utilities, and project stakeholders regarding the proposed water system improvements. More specifically, the efforts under this task include the following:

- 3.1 The Consultant will conduct project team meetings with the District following design deliverables (identified in subsequent Task(s) 4 and 5) along with one other occasion, if necessary (up to 3 meetings) and include internal staff and subconsultants, as appropriate.
- 3.2 Coordinate with City Project design team regarding project decisions, design development and related efforts. Prepare for and attend design coordination meetings with the City, City Project design team, and other project stakeholders (up to 2 meetings assumed). These meetings will be held over virtual meeting venues.
- 3.3 Submit 50% Plans to the City Project design team and other/private utilities and coordinate with them to determine if there are conflicts.
- 3.4 Submit for ROW permit (if required) and address any comments or concerns from City of SeaTac.
- 3.5 KPG shall coordinate with utilities in the area to avoid conflicts with the District's planned improvements. Prepare for and attend up to one (1) utility coordination meeting with the District, City, and other utilities at approximately the 50% design level.
- 3.6 Coordinate utility appurtenance potholing with the District and relocation, and/or adjustment as needed to accommodate proposed improvements.

Deliverables:

- Email distribution of 50% Plans to others

EXHIBIT A

- Summary Notes from coordination meeting(s)

Assumptions:

- A limited number (4) of potholes are anticipated to be completed, if/as required, in support of other potholing completed for the City Project. The District will provide Vector truck, Labor, and Traffic Control to perform potholing as needed. KPG will coordinate the location of potholes prior to the 50% submittal with the intent that potholing will occur after the 50% submittal.
- The City/City Project will be the main point of contact and lead all public/stakeholder/property owners' coordination and other public outreach during both design and construction. Per the District's request, no budget is provided for efforts by KPG in support of these activities. And, no public meeting participation is anticipated.

Task 4 – Preliminary (50%) Design

Efforts under this task include the anticipated work necessary to develop a Preliminary (50%) Design Submittal package for improvements.

- 4.1 Prepare Preliminary (50%) Design Plans: The 50% Plans for the selected horizontal alignment will consist of the following:

| Title | Number |
|--|-----------|
| Water Key Map and General Notes | 1 |
| Water Plan & Profile (H: 20 Scale, V: 5 scale) | 13 |
| TOTAL | 14 |

- 4.1 Pothole and Utility Conflict Plan: This plan will be submitted to all purveyors with utilities in the project limits to assess whether said utilities may conflict with the proposed improvements.
- 4.2 Prepare (50%) design OPCC.
- 4.3 Prepare draft bid form, measurement and payment section, and technical specifications (Special Provisions) for water schedule related work with applicable District, City and/or WSDOT standard details.
- 4.4 Preliminary Design Review Meeting: The purpose of this meeting (accounted for previously in Task 3) is to confirm design elements shown in the Preliminary design plans prior to proceeding with continued design development.
- 4.5 KPG Construction Services group will perform a 50% constructability review.

Deliverables:

- Preliminary (50%) Design Plans (PDF).
- Preliminary (50%) Design OPCC (PDF).
- Pothole and Utility Conflict Plan (11x17)
- Preliminary (50%) draft bid form, measurement and payment, and technical specifications (PDF).

Assumptions:

- The new water main diameter(s) will match existing (or will be provided by the District). System hydraulic modeling or analysis will not be performed.
- Water main will be designed in accordance with District Standards and Design Guidelines.

EXHIBIT A

- The District will provide KPG with standard documents for the District’s public works contracts, including standard plans and special provisions. KPG will customize requirements to align with project specific work items and requirements.
- Once the design decisions have been made at the Preliminary (50%) design review meeting, subsequent “significant” changes to these decisions/the project design will be considered out of scope work.

Task 5 – Pre-Final (90%) Design

This task covers the effort required to prepare 90% PS&E Submittals.

- 5.1 Develop 90% Plans: Incorporate all comments received during the 50% design plan review meeting. It is anticipated that the 90% plan submittals will contain the following sheets:

| Title | Number |
|---|-----------|
| Water Key Map and General Notes | 1 |
| Water Plan & Profile (H: 20 scale, V: 5 scale) | 13 |
| Miscellaneous Water / Connection Details | 2 |
| District Standard Water Details | 2 |
| TOTAL | 18 |
| **Note: TESC, Traffic Control, Roadway Improvements and Restoration will be provided by City and/or other(s) as required. | |

- 5.2 Water Schedule: 90% draft design documents including bid form, measurement and payment, and technical specifications (special provisions). Special Provisions will be based on WSDOT 2022 Standard Specifications and District GSP’s, if applicable.
- 5.3 OPCC based on the 90% PS&E package.
- 5.4 Pre-Final (90%) Design Review Meeting: The purpose of this meeting (accounted for previously in Task 3) is to conduct a working review of the 90% PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the final PS&E/Bid package.
- 5.5 KPG Construction Services group will perform an 90% constructability review.

Deliverables:

- OPCC based on 90% PS&E (PDF).
- 90% Plans and Specifications (PDF).
- Response to the District’s Preliminary (50%) Design Issue/Resolution Form (Excel).

Assumptions:

- Once the design decisions have been made at the 90% design review meeting, subsequent “significant” changes to these decisions/the project design will be considered out of scope work.

Task 6 –Final (100%) Design/Bid Document Information

This task covers the efforts required to prepare final (100%) design/bid document information for the Project.

- 6.1 Prepare Final (100%) Design/Bid Document Information: Incorporate all comments received during 90% plan review meeting into the final (100%) design/bid document information including bid form, measurement, and payment, and draft technical specifications (Special Provisions). It is

EXHIBIT A

anticipated that the final (100%) design/bid Plans will contain the same sheets as described in the final (90%) design.

- 6.2 Revise OPCC based on revisions to the Plans and Specifications and District comment.
- 6.3 Coordinate with City Project design, decisions, PS&E, etc.

Deliverables:

- Final (100%) Design PS&E (PDF)
- Full size Plans (PDF).
- OPCC (Excel and PDF).
- Technical Specifications and District-specific (*only) bidding documents (Word and PDF).
- CADD or C3D Files.

Assumptions:

- KPG (under separate contract to the City) will provide for reproduction of final Bid Documents.

ADDITIONAL SERVICES

It may be necessary for KPG to provide services in addition to those outlined above as requested and approved by the District. It is assumed that additional services could include tasks such as additional design elements, bid period assistance, construction engineering support, and/or other work tasks not included in the Scope of Work. At the time these services are required, KPG shall provide the District with a detailed Scope of Work and an estimate of costs. KPG shall not proceed with the work until the District has authorized the work and issued a Notice to Proceed.

EXHIBIT D (DRAFT)

CONSULTANT LEVEL OF EFFORT / FEE ESTIMATE

Client: Highline Water District

Project: HWD: SeaTac: ST 141 Airport Station Improvements - Water Main Replacements

KPG Project Number: 21074

EXHIBIT B

DATE: January 2022

| Task No. | Task Description | Labor Hour Estimate | | | | | | Total Hours and Labor Fee Estimate by Task | | |
|---|--|---------------------|--------------------|-----------------|----------------------|-----------------------|--------------|--|----------------------|--------------|
| | | Principal | Project Engineer 1 | Design Engineer | Construction Manager | Senior CAD Technician | Office Admin | Hours | Fee | |
| | | | | | | | | | | |
| Task 1 - Management / Coordination / Administration | | | | | | | | | | |
| 1.1 | Project Management and Administrative Services (6 Months) | 6 | 16 | | | | 6 | 28 | \$ 4,460.00 | |
| 1.2 | Kick-off Meeting and Site Visit | 2 | 6 | 6 | | | | 14 | \$ 2,144.00 | |
| 1.3 | Prepare and Attend Coordination / Progress Meetings, Etc. | 4 | 8 | 8 | | | | 20 | \$ 3,224.00 | |
| 1.4 | QA/QC Reviews | 6 | 12 | | | | | 18 | \$ 3,324.00 | |
| 1.5 | Prepare and Submit Monthly Invoices (6 Months) | | 8 | | | | 8 | 16 | \$ 1,888.00 | |
| 1.6 | Develop and Update Project Schedule | | 2 | 6 | | | | 8 | \$ 1,036.00 | |
| Task Total | | 18 | 62 | 20 | 0 | 0 | 14 | 104 | \$ 16,076.00 | |
| Task 2 - Data Collection and Review | | | | | | | | | | |
| | General | 2 | 4 | 16 | | | 6 | 28 | \$ 3,928.00 | |
| Task Total | | 2 | 4 | 16 | 0 | 0 | 6 | 28 | \$ 3,928.00 | |
| Task 3 - District, City, Other Utilities & Project Stakeholders Coordination (Limited) | | | | | | | | | | |
| 3.1 | Regular Project Team Meetings with District (3 Meetings) | 6 | 12 | 12 | | | | 30 | \$ 4,836.00 | |
| 3.2 | Coordinate with City Project Design Team (2 Meetings) | 4 | 8 | 8 | | | | 20 | \$ 3,224.00 | |
| 3.3 | Submit 50% Plans, Coordinate with Other Utilities to Determine Conflicts | | 4 | 8 | | | | 12 | \$ 1,568.00 | |
| 3.4 | Submit ROW Permit and Address Comments or Concerns from City of SeaTac | | 4 | 8 | | | | 12 | \$ 1,568.00 | |
| 3.5 | Coordinate with Utilities, Prepare and Attend Utility Coordination Meeting (1 Meeting) | | 4 | 8 | | | | 12 | \$ 1,568.00 | |
| 3.6 | Coordinate Utility Potholing and Relocation | | 4 | 8 | | | | 12 | \$ 1,568.00 | |
| Task Total | | 10 | 36 | 62 | 0 | 0 | 0 | 98 | \$ 14,332.00 | |
| Task 4 - Preliminary (50%) Design | | | | | | | | | | |
| 4.1 | Prepare Preliminary (50%) Design Plans | 20 | 44 | 140 | | | 40 | 244 | \$ 34,640.00 | |
| 4.2 | Pothole and Utility Conflict Plan | | 6 | 12 | | | | 18 | \$ 2,352.00 | |
| 4.3 | Prepare 50% Design OPCC | 4 | 4 | 16 | | | | 24 | \$ 3,672.00 | |
| 4.4 | Prepare Draft Bid Form, Measurement and Pay Section, and Technical Specifications | 12 | 20 | 28 | | | 12 | 72 | \$ 10,768.00 | |
| 4.5 | Preliminary Design Review Meeting | 4 | 6 | 8 | | | | 18 | \$ 2,944.00 | |
| 4.6 | Constructability Review | | | | 8 | | | 8 | \$ 1,504.00 | |
| Task Total | | 40 | 80 | 204 | 8 | 40 | 12 | 384 | \$ 66,880.00 | |
| Task 5 - Pre-Final (90%) Design | | | | | | | | | | |
| 5.1 | Develop 90% Plans | 8 | 24 | 72 | | | 20 | 124 | \$ 17,304.00 | |
| 5.2 | 90% Sewer Schedule Draft Design Documents | 4 | 16 | 28 | | | 8 | 56 | \$ 7,632.00 | |
| 5.3 | 90% OPCC | 4 | 8 | 12 | | | | 24 | \$ 3,728.00 | |
| 5.4 | 90% Design Review Meeting | 4 | 6 | 8 | | | | 18 | \$ 2,944.00 | |
| 5.5 | Constructability Review | | | | 12 | | | 12 | \$ 2,256.00 | |
| Task Total | | 20 | 64 | 120 | 12 | 20 | 8 | 234 | \$ 33,864.00 | |
| Task 6 - Final (100%) Design/Bid Document Info. | | | | | | | | | | |
| 6.1 | Prepare Final (100%) Design/Bid Document Info. | 8 | 16 | 60 | | | 12 | 4 | 100 | \$ 13,984.00 |
| 6.2 | Revise OPCC Based on Plan and Specification Revisions | 2 | 4 | 8 | | | | 14 | \$ 2,116.00 | |
| 6.3 | Coordinate with City | 2 | 6 | 12 | | | | 20 | \$ 2,900.00 | |
| Task Total | | 12 | 26 | 80 | 0 | 12 | 4 | 134 | \$ 19,000.00 | |
| Total Labor Hours and Fee | | 102 | 262 | 492 | 20 | 78 | 38 | 982 | \$ 143,080.00 | |
| Subconsultants (N/A) | | | | | | | | | | |
| | | | | | | | | Subtotal | \$ - | |
| | | | | | | | | Administrative Charge (5%) | \$ - | |
| | | | | | | | | Total Subconsultant Expense | \$ - | |
| Reimbursable Direct Non-Salary Costs | | | | | | | | | | |
| | | | | | | | | Mileage at current IRS rate | \$ 250.00 | |
| | | | | | | | | Reproduction Allowance | \$ 250.00 | |
| | | | | | | | | Total Reimbursable Expense | \$ 500.00 | |
| | | | | | | | | Total Estimated Budget | \$ 143,580.00 | |

EXHIBIT B

KPG, PS
Summary of Negotiated Costs
Effective July 20, 2021 through June 20, 2022

| Classification | 2021 Inclusive Rate (Rounded to \$1) |
|--|---|
| Principal | 274 |
| Engineering Manager | 246 |
| Senior Engineer | 203 |
| Senior Project Engineer | 179 |
| Project Engineer II | 153 |
| Project Engineer I | 140 |
| Design Engineer | 126 |
| Engineering Technician | 104 |
| Technician | 100 |
| Engineering Assistant | 90 |
| Principal Architect | 234 |
| Aviation Manager | 183 |
| Senior Architect | 166 |
| Architecture Technician II | 126 |
| Architecture Technician I | 100 |
| Survey Manager | 246 |
| Survey Crew II (W/Equip) | 238 |
| Survey Crew I (W/Equip) | 186 |
| Project Surveyor | 155 |
| Senior Field Surveyor | 128 |
| Field Surveyor | 116 |
| Senior Survey Technician | 128 |
| Survey Technician | 105 |
| Survey Assistant | 84 |
| Urban Design Manager | 195 |
| Project Landscape Architect | 141 |
| Landscape Technician | 100 |
| Landscape Assistant | 80 |
| Senior Transportation Planner | 167 |
| Transportation Planner | 109 |
| Senior Construction Manager | 234 |
| Construction Manager | 188 |
| Senior Resident Engineer | 155 |
| Resident Engineer | 136 |
| Assistant Resident Engineer | 122 |
| Senior Construction Observer | 155 |
| Construction Observer III | 140 |
| Construction Observer II | 123 |
| Construction Observer I | 99 |
| Construction Technician | 90 |
| Document Control Specialist | 122 |
| Document Control Admin | 83 |
| Construction Assistant | 74 |
| CAD Manager | 177 |
| Senior CAD Technician | 134 |
| CAD Technician | 112 |
| Business Manager | 174 |
| Senior Admin | 112 |
| Office Admin | 96 |
| Office Assistant | 80 |
| Subs billed at cost plus 5%. | |
| Subs billed at cost plus 5%. | |
| Reimbursables billed at actual costs. | |
| Mileage billed at the current approved IRS mileage rate. | |

Agenda Item No.: 5.1
 Agenda Date: 03/2/22
 Reviewed By: [Signature]

Subject: Authorize Consultant Agreement #22-60-02 with KPG-Psomas, Inc. for professional surveying and engineering services relating to Project 21-2 32nd Ave South Water Main Replacement (SeaTac)

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

| FINANCIAL | | | | | | |
|---------------|-----|-------------------------------------|----|--------------------------|-----|--------------------------|
| Expenditures? | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | N/A | <input type="checkbox"/> |
| Budgeted? | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | N/A | <input type="checkbox"/> |
| Amount: | | \$ <u>143,580.00</u> | | | | |

ATTACHMENTS:

1. Resolution 22-3-2A
2. Attachment-1: Contract #22-60-02

COMMENTS:

The City of SeaTac has retained KPG-Psomas, Inc. for the design and construction of the Airport Station Pedestrian Improvement Project that will provide roadway, intersection, and non-motorized improvements to enhance safety/mobility of pedestrians and improve access to the Airport Link Light Rail System. The project design and construction improvements are on the following roadway segments:

- S 176th Street from International Boulevard to 32nd Avenue S (North side of S 176th Street)
- 32nd Avenue from S 176th Street to S 170th Street (East/West sides of 32nd Avenue)
- 32nd Avenue from S 180th Street to S 176th Street (East side of 32nd Avenue)
- S 180th Street from 32nd Avenue S to approx. 36th Ave S (North side of S 180th Street)

The District proposes to replace existing water mains within the project limits stated above and has requested that KPG-Psomas, 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 Assistant General Manager and General Manager have reviewed the scope of work and budget submitted by KPG-Psomas, Inc. and recommend approval of this resolution.