

HIGHLINE WATER DISTRICT KING COUNTY, WASHINGTON

RESOLUTION 24-01-17A

RESOLUTION AUTHORIZING CONSULTANT AGREEMENT #24-60-01 WITH GRAY & OSBORNE, INC. FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES RELATING TO PROJECT 24-3 WALKER CREEK AND SEQUOIA CREEK CULVERT RELOCATION PROJECT.

WHEREAS, The City of Normandy Park is in the process of designing improvements along 12th Avenue SW to replace creek culverts with a bridge and other roadway improvements; and notified the District to relocate any utility infrastructure in conflict per the District's Franchise Agreement; and,

WHEREAS, the District owns and operates an existing 12-inch diameter water main, and other appurtenances along 12th Avenue SW within the project corridor that requires relocation; and,

WHEREAS, by passage of Resolution 23-12-20B, the Board of Commissioners approved the 2024 Capital Improvement Program that identified and allocated resources for Project 24-3 Walker Creek and Sequoia Creek Culvert Relocation project; and

WHEREAS, the District evaluated Statements of Qualifications of three engineering consultants from the MRSC roster and selected Gray & Osborne in accordance with the District's Procurement Manual; and,

WHEREAS, the District's Engineer and General Manager have reviewed the Scope of Services (Exhibit A), and Engineering Services Scope and Estimated Cost (Exhibit B), submitted by Gray & Osborne, Inc. and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED,

1. The General Manager or designee is authorized to enter into Consultant Contract #24-60-01 with Gray & Osborne, Inc., (Attachment 1, incorporated herein by this reference), for a not to exceed amount of \$53,180.00.
2. The General Manager and/or the District's Legal Counsel are authorized to make minor changes to the agreement if required.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held on the **17th** day of **January** 2024.

BOARD OF COMMISSIONERS

DocuSigned by:
Kathleen Quong-Vermeire
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Kathleen Quong-Vermeire, President

DocuSigned by:
Vince Koester
362D4CE9A38F421...
Vince Koester, Secretary

DocuSigned by:
Polly Daigle
7820B6F0748D44D...
Polly Daigle, Commissioner

DocuSigned by:
Todd Fultz
8728C370F2E446D...
Todd Fultz, Commissioner

DocuSigned by:
Daniel Johnson
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Daniel Johnson, Commissioner

EXHIBIT A

SCOPE OF SERVICES

**CITY OF NORMANDY PARK
12TH AVENUE SW WATER MAIN REPLACEMENT**

PROJECT UNDERSTANDING

The City of Normandy Park is in the process of designing improvements to 12th Avenue SW. The project includes replacing culverts with a bridge. The City anticipates the Sequoia Creek/Walker Creek Replacement Project will be constructed in 2025.

The Highline Water District (HWD) seeks to have an existing 12-inch diameter water main and appurtenances located in 12th Avenue SW replaced as part of the project including installing a new water main under the new bridge structure. The project will be designed in coordination with the City of Normandy Park Sequoia Creek/Walker Creek Replacement Project and bid as part of that project.

This scope of work consists of the design and bid for the replacement of water main on 12th Avenue SW from approximately Shorebrook Drive to approximately SW Eastbrook Road. This scope provides services for design and bid of the project through providing a recommendation for award.

The anticipated project schedule for this scope is as follows:

Notice to Proceed:	January 2024
60 Percent Design Submittal:.....	April 2024
District Return Comments:	May 2024
90 Percent Design Submittal:.....	July 2024
District Return Comments:	August 2024
Anticipated Bid Date:	January 2025
Anticipated Award Date:	February 2025
Anticipated Construction Start:.....	March 2025
Anticipated Construction Completion:	November 2025

Assumptions:

1. Waterline project restoration will only include trench patch and no other pavement, gutter, or sidewalk improvements including ADA ramps. It is assumed that the City of Normandy Park will be repaving the majority of 12th Avenue SW and will provide trench patching in areas that will not be completely repaved.

2. It is assumed that these water mains will be designed per District standards, thus will not require a Department of Health review and approval for this work.
3. This scope assumes that the construction of the waterline will be included as part of the City's project and will be performed by the City's contractor as a separate schedule of the City's contract.

SCOPE OF WORK

Gray & Osborne will perform the following tasks.

Task 1 – Project Management

Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.

Provide overall project management and oversight services, to include:

- A. Procure sufficient staff resources to dedicate to the project.
- B. Manage and control project budget and schedule.
- C. Manage and provide monthly progress reports and invoices.

Deliverables:

- Monthly progress reports and invoices.

Task 2 – Survey

Objective: Utility locates and topographical survey of the Sequoia Creek/Walker Creek Replacement Project area have been completed by the City of Normandy Park. This information will be made available to HWD for the design of the 12th Avenue SW Water Main Replacement project.

- A. It is anticipated that limited additional survey may be required to pick up specific information regarding location of HWD facilities. Any additional survey, if required, will be provided under a separate contract.
- B. Incorporate information from District as-builts and base maps and City of Normandy Park survey data.

Deliverables:

- None. Information obtained as part of this Task will be utilized to develop plans.

Assumptions:

1. HWD will provide as-builts and utility locates as needed.

Task 3 – Engineering Design and Contract Document Preparation

Objective: Prepare Contract documents suitable for public bidding, including plans, specifications, and cost estimates with District review at the 60 percent and 90 percent design stages. Water main replacement project will be included as a separate schedule in the Sequoia Creek/Walker Creek Culvert Replacement Project.

- A. A 60 percent design submittal including preliminary project plans, preliminary specifications including HWD special provisions and preliminary cost estimate will be provided to HWD for review.
- B. A 90 percent design submittal including project plans, specifications, and cost estimate will be provided to HWD for review. The 90 percent design will incorporate District comment from the 60 percent submittal.
- C. Final contract documents including project plans, specifications, and cost estimate will be provided to HWD. The final contract documents will incorporate HWD comments on the 90 percent submittal.
- D. Gray & Osborne will coordinate with the City to include the waterline plans as a separate schedule in the City's construction documents.
- E. Gray & Osborne will prepare an engineer's cost estimate for the project.
- F. Gray & Osborne will attend one review meeting for each submittal at HWD (three total).

Deliverables:

- Electronic transfer of PDF specifications, plans, and cost estimate at the 60 percent and 90 percent.

Assumptions:

1. Gray & Osborne will use HWD's standard construction contract. Project plans will be 22" x 34" full size. Technical specifications will be in WSDOT format. No Department of Health review will be required.

Task 4 – Permitting

Objective: Obtain the appropriate Right of Way permits from the City of Normandy Park.

Deliverables:

- City of Normandy Park Right-of-Way permit.

Assumption:

1. Permit fees will be paid by the District.

Task 5 – Quality Assurance/Quality Control

Objective: Oversee three, in-house, quality assurance/quality control (QA/QC) meetings at Gray & Osborne's office during the course of the project. The meetings will include senior project staff, selected design team members, and District staff (as required and/or desired).

- A. QA/QC meetings will take place at the following levels:
 1. 60 percent Submittal
 2. 90 percent Submittal
 3. Final Submittal
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 6 – Bid and Award Assistance

Objective: Assist District in bidding phase of the project including pre-bid inquiries, and recommendation to award. This scope of work assumes Gray & Osborne will assist the City with project advertisement, pre-bid inquiries regarding the culvert replacement project, bid opening, verification of the qualifications of low bidder and recommendation to award of the total project.

Gray & Osborne will provide the following bid and award services:

- A. Answer bidder questions regarding the water main replacement project.
- B. Prepare contract addenda for the water main replacement schedule, as necessary.
- C. Review water main replacement schedule bids.

Deliverables:

- Three full contract sets of water main replacement schedule with plans and specifications.

Assumptions:

1. City will be billed for the bid advertisement.

WORK NOT INCLUDED

Not included within this Scope of Work are the following:

- Topographic survey.
- Field construction inspection.
- Geotechnical investigation.
- Construction management including submittal review, progress estimate preparation, responding to RFIs, or change order preparation or negotiation.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

CITY OF NORMANDY PARK - 12TH AVENUE SW WATER MAIN REPLACEMENT

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Eng. Hours	AutoCAD/ GIS Tech. Hours
1 Project Management		8			
2 Survey					
3 Engineering Design and Contract Document Preparation					
60 Percent Design		8	24	24	64
90 Percent Design		4	16	16	40
Final Contract Documents		4	8	12	24
4 Permitting		2	6	12	
5 Quality Assurance/Quality Control	8	8	8	8	
6 Bid and Award Assistance		4	4	4	
Hour Estimate:	8	38	66	76	128
Fully Burdened Billing Rate Range:*	\$150 to \$245	\$140 to \$245	\$125 to \$185	\$115 to \$180	\$65 to \$175
Estimated Fully Burdened Billing Rate:*	\$240	\$230	\$170	\$165	\$145
Fully Burdened Labor Cost:	\$1,920	\$8,740	\$11,220	\$12,540	\$18,560

Total Fully Burdened Labor Cost: \$ 52,980

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 200

TOTAL ESTIMATED COST: \$ 53,180

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

Project 24-1-Walker Creek and Sequoia Creek Culvert Relocation
Gray & Osborne
HWD Contract #24-60-01

AGREEMENT FOR CONSULTING SERVICES

This Agreement ("Agreement") is made and entered into this ____ day of _____ 20____, by and between **HIGHLINE WATER DISTRICT**, a Washington municipal corporation ("District") and **GRAY & OSBORNE, INC.**, a Washington Corporation ("Consultant") (individually a "Party" and collectively the "Parties") for the purposes forth below.

1. Scope of Consulting Services. Consultant shall provide consulting services to the District under the terms of this Agreement for the following Project: **Walker Creek and Sequoia Creek Culvert Relocation** ("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 Fifty-Three Thousand One Hundred Eighty dollars and 00/100 Dollars (\$53,180.00). Such compensation shall be payable in the following manner:
 - a. 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 the budget set forth on **Exhibit B** and 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.
 - b. 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.
 - c. 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

AGREEMENT FOR CONSULTING SERVICES

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.
 - a. 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).
 - b. 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
 - c. Professional liability insurance (Errors and Omissions insurance) with limits no less than Two Million Dollars (\$2,000,000).

The insurance policies shall: (1) state that coverage, except for Professional Liability, 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.

AGREEMENT FOR CONSULTING SERVICES

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

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

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

8. Indemnification. Consultant shall defend, indemnify and hold harmless the District, its elected and appointed officials, officers, employees, agents and volunteers against any claims, damages, losses, expenses, judgments or liabilities, including but not limited to reasonable attorneys' fees and costs (collectively referred to as "Damages") caused directly or indirectly by Consultant's negligent acts, errors or omissions, but only for that portion of such Damages which reflect the percentage of negligence of the Consultant and/or its employees, agents and subcontractors compared to the total negligence of all persons or business entities which result in such Damages. 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 or 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.

AGREEMENT FOR CONSULTING SERVICES

- 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.
 - a. 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:

<u>To the District:</u> Highline Water District 23828 30th Ave. S. Kent, WA 98032 Attn: General Manager	<u>To the Consultant:</u> Gray & Osborne, Inc. 1130 Rainier Ave S #300 Seattle, WA 98144 Attn: Nancy Lockett, P.E.
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- b. 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.
- c. 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.

AGREEMENT FOR CONSULTING SERVICES

- d. 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.
- e. 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.
- f. 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.
- g. Effective Date. The effective date of this Agreement shall be the date that this Agreement has been signed by authorized representatives of both Parties hereto ("Effective Date").

GRAY & OSBORNE, INC.
("CONSULTANT")

By _____
 Typed Name _____
 Its _____
 Dated _____

HIGHLINE WATER DISTRICT
("DISTRICT")

By _____
 Typed Name Jeremy DelMar
 Its General Manager
 Dated _____

Agenda Item No.: 5.1
 Agenda Date: 01/17/24
 Reviewed By: [Signature]

Subject: Authorize Consultant Agreement #24-60-01 with Gray & Osborne Inc., for professional surveying and engineering services relating to Project 24-3 Walker Creek and Sequoia Creek Culvert Relocation

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>58,180.00</u>

ATTACHMENTS:

1. Resolution 24-1-17A

COMMENTS:

The City of Normandy Park is in the process of designing improvements to 12th Avenue SW. The project includes replacing culverts with a bridge. The City anticipates the Sequoia Creek/Walker Creek Replacement Project will be constructed in 2025.

The District seeks to have an existing 12-inch diameter water main and appurtenances located in 12th Avenue SW replaced as part of the project including installing a new water main under the new bridge structure. The project will be designed in coordination with the City of Normandy Park Sequoia Creek/Walker Creek Replacement Project and bid as part of the project.

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