

**RESOLUTION NO. 2819**

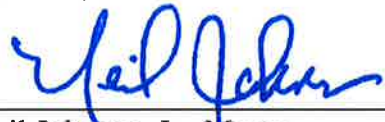
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT AWARDED TO PARAMETRIX FOR SERVICES TO COMPLETE FINAL DESIGN OF THE 36TH STREET WATERMAIN REPLACEMENT PROJECT.**

**WHEREAS**, Public Services staff has listed the 36th Street Watermain Replacement project in the 2019-2020 Biennial budget; and


**WHEREAS**, Parametrix has submitted a scope of work to complete the design for the project, in the amount of \$45,241.12; and

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Bonney Lake does hereby authorize the Mayor to sign the attached Professional Services Agreement with Parametrix for project in the amount of \$45,241.12.

**Passed by the City Council this 24th day of March, 2020.**

  
\_\_\_\_\_  
Neil Johnson, Jr., Mayor

AUTHENTICATED:

  
\_\_\_\_\_  
Harwood T. Edvalson, City Clerk

City of Bonney Lake, Washington  
**City Council Agenda Bill (AB)**

<b>Department/Staff Contact:</b> PS / Doug Budzynski	<b>Meeting/Workshop Date:</b> 24 March 2020	<b>Agenda Bill Number:</b> AB20-31
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2819	<b>Sponsor:</b>

**Agenda Subject:** Award Professional Services Agreement to Parametrix for services to complete design of the the 36th St Water Main Replacement.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Award Of A Professional Services Agreement With Parametrix As Part Of The 36<sup>th</sup> St. Water Main Replacement Project.

**Administrative Recommendation:** Approve

**Background Summary:** Staff had identified that the existing 2-inch steel watermain, from 166<sup>th</sup> Ave to the cul-d-sac off of Sumner-Tapps Hwy, as a watermain that is failing and is inadequate in size. The operations crew have had to make repairs to this section of the water system several times in past years. As a result, replacing the watermain had been added to the CIP project listing and was added to the 2019-2020 budget cycle. Staff have received a proposal from Parametrix to complete the design effort needed to prepare a bid package for this project in the amount of \$45,241.12.

**Attachments:** Resolution, Professional Services Agreement, map

<b>BUDGET INFORMATION</b>				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$250,000	\$250,000	\$45,241.12	\$204,758.88	<input type="checkbox"/> General <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other
<b>Budget Explanation:</b> Water: Eden - 401.116.034.594.34.65.01; Water Comprehensive Plan, WM3 - 36th Street Water Main Replacement. Revenue Source: Water SDC				

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Community Development Date: 3 March 2020	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember Michelle Keith Councilmember Tom Watson	<table style="margin-left: auto; margin-right: 0;"> <tr> <td style="padding: 0 10px;"><b>Yes</b></td> <td style="padding: 0 10px;"><b>No</b></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Yes</b>	<b>No</b>										
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	Forward to:	Consent Agenda:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b> <i>John Vodopich</i>	<b>Mayor:</b> <i>Neil Johnson Jr.</i>	<b>Date Reviewed by City Attorney:</b> (if applicable)

**PROFESSIONAL SERVICES AGREEMENT**  
**36th Street Water Main Replacement**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 24th day of March, 2020, by and between the City of Bonney Lake ("City") and Parametrix, Inc. ("Consultant").

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
2. **Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
3. **Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and

all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant's or Consultant's employees' work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant's employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant's relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The consultant shall include a provision substantially the same as this section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be

terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**Insurance**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

## **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

## **C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

## **D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

## **E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The

agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

16. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

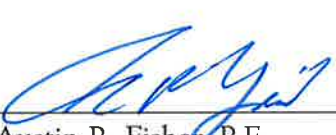
17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF BONNEY LAKE

By:   
Neil Johnson Jr., Mayor

PARAMETRIX, INC.

By:   
Austin R. Fisher, P.E.  
Division Manager

**Attachments:**

Exhibit A: Scope of Work/Deliverables

Exhibit B: Budget Estimate



## **EXHIBIT A: SCOPE OF WORK**

The Consultant shall perform the following services as directed by the City:

See Scope of Work for 36th Street Water Main Replacement on the following pages.

## SCOPE OF WORK

### City of Bonney Lake 36th Street Water Main Replacement

#### PROJECT OVERVIEW

The City of Bonney Lake (City) will be replacing approximately 1,000 feet of water main on 36th Street E between 166th Avenue E and Sumner Tapps Highway E. The existing 2-inch steel pipeline has experienced multiple failures and is no longer cost-effective to leave in operation. Replacing the existing line with an 8-inch ductile iron pipe will improve service reliability and reduce maintenance costs.

#### SCHEDULE

A 4-month project schedule is assumed, with notice to proceed given in mid-March. Final design is anticipated to be complete and the project sent to public bid in mid-July 2020.

#### TASK 1 – 36TH STREET WATER MAIN REPLACEMENT

##### Subtask 1 – Project Management and Quality Assurance/Quality Control

**Goal:** To provide the tools for continuous tracking of the project schedule and budget, project quality assurance and control, and status of deliverables to ensure that the project is executed as expected by the City.

##### Assumptions:

- A 4-month project schedule is assumed.
- Two meetings at the City of Bonney Lake Justice and Municipal Center are included in the budget.

##### Deliverables:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports and invoices.
- Meeting agendas.
- Meeting notes if applicable.

##### Subtask 2 – Survey

**Goal:** Prepare a topographic survey base map of existing conditions and improvements within the above-described project limits for use in preparing detailed design plans.

**Approach:** Using record information and existing monuments, Parametrix surveyors will establish horizontal and vertical control throughout the proposed corridor. Mapping will consist of locating existing improvements and ground conditions within the above-described right-of-way. Parcel lines and right-of-way limits will be based upon

the applicable public records. Ground features, including tops and toes, breaks, edge of pavement, and ditches, will be mapped at sufficient detail to create 1-foot contours. Structures, such as fences, driveways, overhead utilities, and other physical visible improvements, will be mapped. An underground utility locate firm will be hired to mark buried utilities, such as gas, water, power, telephone, and TV cable, if such utilities have a conductible source or tracer lines attached. Sanitary and storm structures will be opened, and measurements will be made identifying size, type, and invert elevation of incoming and outgoing pipes. Once the fieldwork has been completed, a survey technician will process the data and prepare a base map using AutoCAD Civil 3D, Release 2018.

**Assumptions:**

- Title reports will not be ordered for this work; boundary information will be based upon recorded information researched at the Pierce County Auditor.
- Property corners will not be set, nor will a Record of Survey be prepared.
- Horizontal Datum: NAD 83/11 Washington State Plane Coordinate System, South Zone.
- Vertical Datum: NAVD 1988.

**Deliverable:** A topographic base map prepared in AutoCAD Civil 3D format.

**Subtask 3 – 30% Design**

**Goal:** Prepare plans to approximately a 30% completion level as well as an associated Opinion of Probable Cost.

**Approach:** Parametrix will complete a preliminary design based on the field survey and the applicable design guidelines. The City will review the submitted documents and provide comments and direction for incorporation into the Final Plans, Specifications, and Estimate.

The 30% plans are assumed to be a roll plot of the project limits and associated PDF for City review.

**Opinion of Probable Cost:** Parametrix will prepare an Opinion of Probable Cost based on estimate quantities and costs for lump-sum items as determined by the 30% plans. The Opinion of Probable Cost will have one bid schedule.

**Assumptions:**

- All plans will be prepared in AutoCAD 2018 Civil 3D format.
- All design elements will be in accordance with the City of Bonney Lake 2018 Development Policies and Public Works Design Standards.
- All utility coordination will be conducted by City staff.
- Utility pothole information, if required, will be collected by the City.

**Deliverables:**

- One paper roll plot (34-inch by 120-inch) and one electronic (PDF) submittal.
- Engineer's Opinion of Probable Cost in Microsoft Excel format.

**Subtask 4 – 90% Design**

**Goal:** Prepare a contract form and proposal, contract supplemental and general provisions, technical provisions, contract plans to approximately a 90% completion level, and an associated Opinion of Probable Cost.

**Approach:** Parametrix will incorporate the City’s comments from the 30% review into a 90% submittal for review by the City.

**Review Meetings and Coordination:** Parametrix will meet with the City to review the 30% submittal. At this meeting, the City will provide comments to incorporate into the 90% design.

The 90% plans are assumed to include the following:

- Cover Sheet and Legend            2 Sheets
- Horizontal Control Plan            1 Sheet
- Typical Sections                    1 Sheet
- Demo and TESC Plans              2 Sheets
- Water Plan and Profile            2 Sheets
- Details                                2 Sheets

**Total:**                                **10 Sheets**

**Assumptions:**

- The contract and technical specifications will be prepared using the City’s boilerplate and will follow the 2020 WSDOT Standard Specifications format.
- Parametrix will include one bid schedule for the water main construction and all associated restoration work.

**Deliverables:**

- Three copies of half-size (11-inch by 17-inch) 90% plans, contract documents, and engineer’s Opinion of Probable Cost.

**Subtask 5 – Final PS&E**

**Goal:** Prepare final contract bidding documents for advertisement by the City, including a contract form and proposal, contract supplemental and general provisions, technical provisions, and contract plans. Parametrix will also prepare a final Opinion of Probable Cost that may be used by the City for bid tabulation.

**Approach:** Parametrix will complete final plans, specifications, and an Opinion of Probable Cost based on the City’s comments following review of the preliminary design deliverables and applicable design guidelines.

**Review Meetings and Coordination:** Parametrix will meet with the City Project Manager assigned to the project to review the intent of the plans and technical specifications to ensure that the City’s Project Manager is informed of the work to be completed and how the work is to be measured and paid. During this meeting, the City will also provide the 90% review comments (Plans, Contract, and Technical Specifications) for incorporation into the final design.

**Assumptions:**

- The City will be responsible for the administration of the bidding process.
- The City will complete all environmental documentation and coordination, as appropriate, with outside agencies, such as Department of Archaeology and Historic Preservation or the Department of Ecology.

**Deliverables:**

- Ten copies of half-size (11-inch by 17-inch) final plans, contract documents, and engineer's Opinion of Probable Cost.
- Final engineer's Opinion of Probable Cost in Microsoft Excel format.
- Two copies of full-size (22-inch by 34-inch) final plans.
- Electronic copy of all final deliverables in respective native format(s).

## EXHIBIT B: BUDGET ESTIMATE

See attached Budget Estimate.

**City of Bonney Lake  
36th Street Water Main Replacement  
Budget Estimate**

Task	SubTask	Description	Burdened Rates:		Labor Dollars	Labor Hrs	Personnel															
							Division Manager	Sr Engineer	Engineer III	Survey Supervisor	Surveyor III	Surveyor II	Technical Lead	Publications Supervisor	Sr Project Control	Specialist	Project Accountant					
01		36th Street Water Main Replacement																				
	01	Project Management & QA/QC			\$8,995.92	48	20	10														
	02	Survey			\$7,954.92	68			8	20	20											
	03	30% Design			\$3,555.60	24		8	16													
	04	90% Design			\$15,523.52	116		16	80													
	05	Final PS&E			\$6,496.16	48		8	24													
<b>Labor Totals:</b>					\$42,526.12	304	20	42	120	8	20	20	20	20	20	20	26	22	6			
<b>Totals:</b>					\$42,526.12		\$5,000.00	\$8,102.22	\$15,092.40	\$1,475.12	\$2,300.20	\$1,788.80	\$2,390.80	\$2,866.24	\$2,894.32	\$102.67						

<b>Subconsultants</b>	
Applied Professional Services (includes 5% markup)	\$2,200.00
<b>Subconsultants Total:</b>	<b>\$2,200.00</b>

<b>Other Direct Expenses</b>	
Mileage - \$0.575/mile	\$50.00
Survey Equipment (\$155/Use)	\$465.00
<b>Other Direct Expenses Total:</b>	<b>\$515.00</b>

**Project Total** **\$45,241.12**