

RESOLUTION NO. 2853

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX FOR CONSTRUCTION SERVICES FOR 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, Council passed Resolution No. 2819 on the 24th of March 2020 authorizing Parametrix complete the design of the 36th Street Watermain Replacement project for advertisement; and

WHEREAS, Public Services staff opened 12 bids on the 8th of July 2020 for the 36th Street Watermain Replacement project; and

WHEREAS, the City has determined HCON Inc., the apparent low bidder to be “responsive” in their bid submittal in the amount of \$189,438.76; and

WHEREAS, the Public Services Department received a Proposal from Parametrix for construction services for the 36th Street Watermain Replacement Project in the amount of \$34,301.54;

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 construction services for the 36th Street Watermain Replacement Project in the amount of \$34,301.54.

Passed by the City Council this 28th day of July, 2020.

AUTHENTICATED:

DocuSigned by:

Harwood T. Edvalson

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Harwood T. Edvalson, City Clerk

DocuSigned by:

Neil Johnson, Jr.

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Neil Johnson, Jr., Mayor

APPROVED AS TO FORM:

DocuSigned by:

Kathleen Haggard

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Kathleen Haggard, City Attorney

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

Department/Staff Contact: PS / Doug Budzynski	Meeting/Workshop Date: 28 July 2020	Agenda Bill Number: AB20-82
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2853	Sponsor:

Agenda Subject: Award Professional Services Agreement to Parametrix for Construction Services for the 36th Street Watermain Replacement Project.

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 For Construction Services For The 36th Street Watermain Replacement Project.

Administrative Recommendation: Approve

Background Summary: In March of 2020, we contracted Parametrix to complete the design of the 36th St. Water Main Replacement. For the construction portion, the City received and opened 12 bids on July 8, 2020. We found HCON Inc. to be the lowest responsible bidder with a bid of \$189,438.76. The Engineer's estimate was \$221,977.37. To support the construction of the project, staff requested Parametrix to present a SOW for construction services. Parametrix proposal for CS is in the amount of \$34,301.54. Staff have reviewed the proposal and determined it to be reasonable. Financial funding for this portion of the project is coming from the water operations budget that was set aside for this project earlier this year.

Attachments: Resolution 2853, Professional Service Agreement

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
100,000.00	100,000.00	\$34,301.54	\$65,698.46	<input type="checkbox"/> General <input type="checkbox"/> Utilities <input checked="" type="checkbox"/> Other

Budget Explanation: Water: 401.000.034.534.50.48.03 - R&M Replacement and Unscheduled Projects; Water Comprehensive Plan - A8 - Replacement and Unscheduled Projects; Construction Services Contract: \$34,301.54; Revenue Source: Water SDCs

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development *Approvals:* Yes No
 Date: 21 July 2020

	Chair/Councilmember	Dan Swatman	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	Michelle Keith	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember	Tom Watson	<input type="checkbox"/>	<input type="checkbox"/>

Forward to: **Consent Agenda:** Yes No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS

Director:
John Vodopich

Mayor:
Neil Johnson Jr.

**Date Reviewed
by City Attorney:**
(if applicable)

PROFESSIONAL SERVICES AGREEMENT
36th Street Water Main Replacement Construction Services

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 28th day of July, 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

PARAMETRIX, INC.

DocuSigned by:
By: Neil Johnson, Jr.
Neil Johnson Jr., Mayor

By: Austin R. Fisher
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 Construction Services on the following pages.

SCOPE OF WORK

City of Bonney Lake 36th Street Water Main Replacement Construction Services

The City of Bonney Lake (City) has requested that Parametrix provide construction management services for construction of the 36th Street East Water Main Replacement Project.

A detailed scope for the Contract follows:

General Assumptions

- The proposed project team will include one part-time resident engineer during construction activities when work is being performed. Parametrix to provide services for supporting tasks as deemed necessary, but not specifically included in this scope of services, will be provided by the City under separate contract.
- The level of service is based on project duration as expressed in the Construction Contract in working days (see below).
- It is anticipated that the City will take lead on all office paperwork, and assistance will be provided by Parametrix up to the amount of anticipated effort included within this scope of work.
- It is anticipated that the City will review and execute the insurance, bonds, and the Construction Contract.
- It is anticipated that all Community Outreach, if required, will be completed by the City.
- Engineers from Parametrix will be available to answer questions during construction and review RAMs, review submittals, shop drawings, and answer Requests for Information (RFIs).
- Services will be performed in accordance with the Construction Contract and City of Bonney Lake standards.
- City/Field Office: There are no provisions for a field office for this project. All project files shall be kept in a City of Bonney Lake office. Parametrix staff shall work from vehicles as much as practical.
- All deliverables will be in electronic format unless specifically stated otherwise in this scope of services.

The objective and purpose of this Construction Management Services Agreement is for Parametrix to assist the City in successfully managing the construction of the proposed improvements.

TASK 01 – CONSTRUCTION SERVICES

Subtask 01 – Project Administration

Parametrix will provide the tools for continuous tracking of the project schedule and budget, coordination with the City, and status of deliverables to ensure that the project is executed as expected by the City.

Assumptions

- A 3-month project schedule is assumed.

Deliverables

- Routine correspondence to document project management issues.
- Monthly progress reports and invoices.

Subtask 02 – Construction Engineering

Parametrix engineering staff will attend the preconstruction conference and provide support during construction. Parametrix will work with City staff to prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City's offices. The City will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.

Following the preconstruction conference, other construction engineering services will be provided. Specific activities are undefined but will be completed up to the specified budget amount and may include:

- Responses to RFIs.
- Prepare and maintain a Record of Materials (ROM).
- Prepare and issue the weekly statement of working days.
- Materials Submittal reviews.
- Design clarifications.
- Shop drawing reviews.
- Support/Review/Preparation of Change Orders.
- Support/Review for preparation of monthly progress payments to Contractor.
- Support/Assistance for preparation of periodic cost to complete analysis.

Assumptions

- The budget estimate includes 4 hours for the Engineer of Record to assist the City in preparation for the preconstruction conference.
- The budget estimate includes 4 hours for the Engineer of Record and Parametrix Construction Observer to attend the preconstruction conference.

Deliverables

- Record of Materials.
- Request for Approval of Materials (RAM) form responses.
- Weekly Statement of Working Days.
- Shop drawing reviews.
- Responses to RFIs.
- Change Orders.

Subtask 03 – Construction Observation

Parametrix will provide a part-time Construction Observer during construction activities to monitor the progress of the work. The Construction Observer will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and the City.

The Construction Observer will perform the following duties as a matter of daily activities (if applicable):

- Observe technical conduct of the construction, including providing day-to-day contact with construction Contractor, City, and other stakeholders, and monitor for adherence to the Contract Documents. The Construction Observer will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.
- Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes and notify construction Contractor of noncompliance. Advise the City of any nonconforming work observed during site visits.
- Document all material delivered to the job site in accordance with the Construction Contract.
- Prepare daily inspection reports, recording the construction Contractor's operations as actually observed by Construction Observer including quantities of work placed that day, Contractor's equipment and crews, and other pertinent information. All daily inspection reports will adhere to WSDOT format or as directed by the City.
- Interpret Contract Documents in coordination with City and the City's Contractor.
- Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction Contractor.
- Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
- Coordinate with permit holders on the project to monitor compliance with approved permits, if applicable.
- Prepare field records and documents to help ensure the project is administered in accordance with funding agency requirements.
- Collect and calculate delivery tickets and scaleman's daily reports of aggregate.
- Attend and actively participate in regular on-site weekly construction meetings.
- Take periodic digital photographs during the course of construction and record locations.
- Coordinate with the City's traffic operations and maintenance personnel.
- Punch List: Upon substantial completion of work, Construction Observer will coordinate with the City and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punch list' of items to be completed. A punch list and Certificate of Substantial Completion will be prepared by the Construction Observer and issued by the City.
- Construction Observer will coordinate with the Contractor and the material testing firm which will be provided by the City under separate agreement.

Assumptions

- Construction Observer will provide observation services, up to the agreed budget amount, for the entire time that the Contractor's personnel are on-site.
- The budget estimate for this task assumes that the Contractor will be onsite for 30 working days from Notice to Proceed to substantial completion; an additional 5 days has been included for project closeout. Additional working days will require a supplement to this agreement.
- The Construction Observer monitoring of the construction Contractor's activities is to ascertain whether or not work is being performed in accordance with the Contract Documents. In case of noncompliance, Construction Observer will reject nonconforming work and pursue other remedies in the interests of the City, as detailed in the Contract Documents. Construction Observer cannot guarantee the construction Contractor's performance, and it is understood that Parametrix shall assume no responsibility for: proper construction means, methods, techniques; project site safety; safety precautions or programs; or for the failure of any other entity to perform work in accordance with laws, contracts, regulations, or the City's expectations.

Deliverables

- Daily Construction Reports with project photos submitted on a weekly basis.
- Punch List and Certificate of Substantial Completion.

Subtask 04 – Record Drawings

Parametrix will prepare record drawings based on the as-built records provided by the Contractor.

Assumptions

- Record drawings will be based solely on the as-built records and plan markups as provided by the Contractor. The scope of services does not include survey or other means of independently collecting record of the as-built condition.

Deliverables

- Record drawings in electronic format (PDF and native CAD files) and one (1) full size (22-inch by 34-inch) set on mylar.

ADDITIONAL SERVICES

Additional services requested by the City will be performed only when authorized by the City. Authorization to perform additional services will be in writing specifying the work to be performed and basis of payment.

EXHIBIT B: BUDGET ESTIMATE

See attached Budget Estimate.

