HIGHLINE WATER DISTRICT  
King County, Washington

RESOLUTION 13-5-15A

RESOLUTION AUTHORIZING AMENDMENT #1 TO INCORPORATE PHASE II – DESIGN SERVICES, INTO CONTRACT #12-60-03 WITH BHC CONSULTANTS, LLC, FOR PROJECT 13-1 ANGLE LAKE WATER MAIN REPLACEMENT

WHEREAS, by passage of Resolution 12-3-7A, the Board of Commissioners authorized Contract #12-60-03 to BHC Consultants, LLC, for Phase 1 – Preliminary Services for Project 13-1 Angle Lake Water Main Replacement; and

WHEREAS, the incorporation of Phase II - Design Services into Contract #12-60-03, will allow BHC Consultants, LLC, to continue the community relations program; complete the geotechnical, environmental, and design investigations; complete the design survey; prepare drawings, specifications, and cost projections the District can use to solicit bids from contractors to construct the improvements; apply for the necessary permits; and assist the District in obtaining easements. Phase II would end with the District’s selection of a contractor via public bids to construct the proposed improvements; and

WHEREAS, the proposed revisions to Contract #12-60-03, as outlined in Attachment-1 (4/26/13 BHC Scope of Phase II Design Services) and incorporated herein by this reference, include the following professional services:

Task 1 – Survey and Aerial Topography; Task 2 – Easements; Task 3 – Design; Task 4 – Permitting; Task 5 – Public Outreach Program; Task 6 – Cultural Resources; and Task 7 – Project Management and Administration

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners authorizes Amendment #1 to Contract #12-60-03 with BHC Consultants, LLC, for a not-to-exceed amount of $700,000.00, excluding sales tax, as referenced in Attachment-1.

2. The General Manager or designee is authorized to sign Amendment #1 (Attachment-2, incorporated herein by this reference) to facilitate the revisions outlined in BHC Consultants, LLC, Scope of Phase II Design Services dated 4/26/13 (Attachment-1) for Project 13-1 Angle Lake Water Main Replacement.
HIGHLINE WATER DISTRICT
King County, Washington

RESOLUTION 13-5-15A

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an Open Public Meeting held this 15th day of May 2013.

BOARD OF COMMISSIONERS

Daniel Johnson, President

Gerald R. Guite, Commissioner

George Landon, Commissioner

Kathleen Quong-Vermeire, Secretary

Vince Koester, Commissioner
EXHIBIT A
HIGHLINE WATER DISTRICT
ANGLE LAKE AC WATER MAIN REPLACEMENT

SCOPE OF PHASE II DESIGN SERVICES
April 26, 2013

PROJECT BACKGROUND AND UNDERSTANDING

Highline Water District (hereinafter referred to as "District") is interested in upgrading or replacing approximately 6,200 feet of 4-inch and 6-inch asbestos cement (AC) water main that is currently located on easements around Angle Lake (See Figure 1 for Vicinity Map). This project is identified in the District's 2008 Comprehensive Water System Plan, Capital Improvement Plan and will continue the District's goal of replacing existing asbestos cement water lines with ductile iron or other commonly used materials. The existing AC mains are more than 50 years old and have experienced several failures in recent years, including two serious breaks and numerous leak repairs. Therefore, replacing these mains is necessary to reduce those costs and impacts. The attached Vicinity Map shows the anticipated improvements associated with this project.

BHC Consultants, LLC (hereinafter referred to as "Consultant") understands the existing water mains were sized for the fire flow rates that were in effect when the mains were installed. Since then, the requirements have changed and the mains are unable to deliver flows of 1,000 to 1,500 gallons per minute as required by the local Fire Marshal for new mains. The upgrades associated with this project will address these issues. We also understand the primary goals of this project are to replace an aging component of the water system that is prone to costly failures; increase fire flows and accessibility by fire department personnel; improve water quality and increase system reliability.

Most of the project is located on easements through private property. Sections of the pipeline have been encroached upon by structures and outbuildings constructed adjacent to or directly over the water main. The Consultant will work with the District to implement a community relations program that informs the affected homeowners of progress, solicits input from the property owners, and responds to their concerns. This scope will also include negotiating with the property owners to secure permanent and temporary easements where necessary for the new mains to be constructed.

PROJECT APPROACH AND SCOPE

The project has been split into three phases: preliminary design, design, and construction. These phases are described as follows:

Phase I – Preliminary Services: This phase of the project is currently under contract between the District and the Consultant. Under this phase, the Consultant prepared an overall property information management system; began the public and community relations program; collected engineering as-builts; performed baseline surveys; provided aerial orthophotography; recommended a preferred alignment for the proposed improvements; reviewed alternative construction methods; collected geotechnical and environmental information; identified potential regulatory and environmental permits; coordinated with the District and the City of Seatac Fire Marshal; and prepared a Preliminary Engineering Report with project cost estimates and a recommended approach for completing the installation of the new water distribution system.

Phase II, Design Services: This phase will continue the community relations program; complete the geotechnical, environmental, and design investigations; complete the design survey; prepare drawings, specifications, and cost projections the District can use to solicit bids from contractors to construct the improvements; apply for the necessary permits; and assist the District in obtaining easements. This phase would end with the District's selection of a contractor via public bids to construct the proposed improvements.
Phase III, Construction Services: The community relations program will continue through this phase in order to address potential home owner issues during construction. The Consultant will also provide construction surveys and engineering services during construction. The engineering services during construction will include responses to Requests for Information from the contractor, working with the contractor to prepare monthly pay estimates, and addressing change order requests. The Consultant will assist the District with regular communications with the contractor; prepare monthly project status reports; and prepare record drawings based on redlined changes by the Contractor and the construction observer. Significant plan deviations will be located by an as-built survey. The District will provide field observation and inspection services during construction. Phase III is not included in this Scope of Services.

SCOPE OF SERVICES FOR PHASE II – DESIGN SERVICES

The District and the Consultant have entered an agreement to provide consulting engineering and community relations services for Phase I of the project. The following scope, budget and schedule have been prepared for Phase II – Design Engineering and will require an amendment to the Contract between the District and the Consultant. Tasks that will be performed by sub-consultants are also identified. A detailed scope, budget and schedule for Phase III will be prepared subsequent to completion of Phase II and will require an amendment to the Contract.

TASK 1 – SURVEY AND AERIAL TOPOGRAPHY

Objective

The purpose of this task is to collect the topographic information that will be needed to layout the proposed upgrades to the AC water main around Angle Lake. The Consultant will subcontract with KPG to use the aerial photographs that were obtained during the Preliminary Design Phase (Phase I) to generate this information and to provide supplemental ground surveys. Figure 1 depicts the alignment of the anticipated improvements. The Consultant understands that the upgrades in Military Road that were included in the preliminary design phase will be performed by others and is not included in this scope of services.

BHC Services

1. Supplement the horizontal and vertical control established during Phase 1 using NAD 88 for vertical control and the Washington State Plane Coordinates for horizontal control.
2. Locate monuments, property corners, and other critical property control points that may be impacted by construction so that these features can be legally restored if disturbed during construction.
3. Conduct underground utility locates over proposed water mains, where proposed mains connect to existing mains and at proposed hydrants for conductible utilities such as power, gas, telephone, and fiber optic cable. CNI Locating Inc. will be contracted for a portion of this work. Non-conductible utilities will be mapped from locate marks by the District, other utility surveyors and from record drawings. A ‘One-Call’ utility locate request may be made for areas within the public right of way.
4. Perform topographic surveying of existing houses, utility locate paint marks, trees, and other improvements/structures that cannot be accurately determined from the orthophotos as determined by coordination between the Consultant and its subconsultant (KPG).
5. Develop base drawings that show the planimetrics, utilities, and contours from the orthophotography and the supplemental ground surveying efforts. This work will be performed by KPG.
6. Coordinate with the District and KPG.

District Responsibilities

1. Paint locations of water mains in the project area that may be impacted by construction. The Consultant will provide a map to the District that identifies the mains that need to be located.
Assumptions

1. Orthophotography and associated planimetrics will be digital and scalable with a resolution of 0.25', which will provide good definition at a drawing scale of 1"=20 feet.

2. One foot contours and planimetrics will be developed from the orthophotography for an approximately 150-foot to 200-foot wide swath along the alignment of the proposed upgrades and the existing water main.

3. Planimetric mapping showing street improvements such as edges of pavement, centerline of roads, etc. will be developed for the portions of the project within the right of way. Planimetric mapping that shows houses, outbuildings, landscaping, etc. will be developed for easement work. Significant trees larger than 6 inches DBH will be located along the proposed alignments. The digital files for the aerial photography will become the property of the District upon completion of the project.

4. Accuracy of the property lines will exceed GIS quality, but will not allow for precise property corner staking. Accurately establishing the locations of property lines in accordance with current survey requirements would be time consuming and expensive and is not warranted for this project given the anticipated procedures that will be used to establish easement limits.

5. Consultant will provide a map of the water mains that need to be field located to the District so that the District may paint the main locations for subsequent locating by the Consultant's surveyors.

6. Utility locates and significant tree survey will not be performed over areas of proposed water service lines that extend more than 100 feet from the proposed water main. Only limited topographic and planimetric information from the aerial photo data will be developed in these areas. Approximate locations of significant features that are not shown on the base drawings and which may impact construction may be hand noted in these areas during onsite field visits as required.

Deliverables

1. Electronic file containing digital aerial photography, contours, and planimetrics.

TASK 2 – EASEMENTS

Objective

The purpose of this task is to research the existing easements that may impact the project and to develop new easement documents for the proposed upgrades. In addition, the consultant will assist the District in acquiring the easements that will be needed for the project to proceed. The Consultant will subcontract with KPG to prepare the legal descriptions for the easements and to otherwise assist with this task.

BHC Services

1. Obtain a preliminary title report for each property for which a new permanent easement will be required. The preliminary title reports are needed to provide assurances the permanent easements are being obtained from the true owner of the property since these easements will be recorded and to determine if there are any other encumbrances such as other easements that may impact the easement negotiations.

2. Obtain a vesting deed for each property for which only a temporary construction easement is required (no permanent easement). A vesting deed will provide reasonable assurance that negotiations are being held with the current owner of the property but is insufficient to guarantee the ownership. Vesting deeds may be obtained at much lower costs than preliminary title reports and reasonable assurance would be sufficient for temporary easements that will not be recorded.

3. Obtain records of surveys from King County in the area to assist in the orientation of the property lines in the base mapping.

4. Research existing easement documents to facilitate discussions with District’s legal counsel regarding the District’s rights, if any, within those easements.

5. Provide summaries of the results of the research efforts.
6. Initiate easement negotiations with the property owners. This will include:
   A. Field staking the alignment of proposed water main improvements.
   B. Establishing Neighborhood Liaison Groups.
   C. Meeting with property owners to discuss the District's requested easements.
   D. Consulting with the District and its attorney regarding property owner requests for changes to the
      proposed easements.
   E. Documenting the discussions and progress during easement negotiations in easement files and
      notebooks.
7. Preparing the easement documentation, which includes the following:
   A. Legal descriptions and associated map exhibits for the permanent easements will be added to
      District easement forms that are suitable for recording.
   B. Temporary construction easement documents based on the District's standard forms. Legal
      descriptions will not be provided for the temporary easements. A map exhibit that pictorially
      describes the location of the temporary easement will be included.
8. Coordination with District and Consultant’s design team.

District Responsibilities

1. Provide copies of easement documents the District has in its files.
2. Provide updates of property owner information from the District's billing and GIS databases when
   requested by the Consultant.
3. Assist with easement negotiations and provide easement valuation services (appraisals, comparable
   property value research, etc) when requested. The District will have the final decision on all
   negotiations.
4. Provide easement documents (forms and provisions), which will be supplemented by the legal
   descriptions and map exhibits provided by the Consultant.
5. Review and comment on easement documents prepared by the Consultant. This includes providing
   legal reviews and comments by the District’s attorney.
6. Record permanent easements as they are acquired. Temporary easements will not be recorded.

Assumptions

1. Standard permanent easement forms will be developed by the District and the Consultant. The
   Consultant will provide legal descriptions and map exhibits to supplement the forms for these
   easements.
2. Standard temporary easement forms will be developed by the District and the Consultant. The
   Consultant will provide map exhibits to supplement those forms. Legal descriptions will not be
   provided for temporary easements.
3. Easements will need to be acquired as follows:
   A. Seventy (70) properties will require permanent and temporary easements
   B. Three (3) properties will require permanent easements only
   C. Seventy-five (75) properties will require temporary easements only
   D. Fifty (50) properties will be approached for temporary easements for construction access only.
      Obtaining access easements from all 50 properties is not required for the project to proceed but
      would be beneficial to the Contractor.
4. Preliminary title reports, at an average cost of about $400 per each, will be acquired for the properties
   where permanent easements are necessary.
5. Vesting deeds, at an average cost of $50 per each, will be acquired for the properties that require
   temporary easements only (no permanent easement).
6. Approximately 15 percent of the legal descriptions and map exhibits will require revisions due to
   changes in the design that result from negotiations with the property owners.
7. Consultant will have KPG field stake the alignment of the proposed water main improvements one
   time to facilitate discussions with property owners, regulatory agencies, and other concerned parties.
8. Permanent and temporary easement negotiations will require an initial meeting plus one follow-up
   meeting for the easement discussions with property owners.
9. Neighborhood Liaison Groups will be formed in the following areas to facilitate discussions on easement needs (this distribution is used for estimating purposes and may be adjusted to facilitate neighborhood desires as more information is gathered during the easement negotiations):
   A. Northwest Area
   B. South 180th Street Area
   C. South 190th Street Area
   D. South 190th Lane Area
   E. South 194th Street Area
   F. South Area (East Portion)
   G. South Area (West Portion)

10. Should detailed appraisals and/or easement valuation efforts be required, those services are beyond the Consultant's scope of services and will require an amendment to the Contract or shall be provided by the Owner.

11. This task involves factors that are not under the Consultants direct control. Therefore, the budget associated with this task is an allowance based on the anticipation of achieving optimum progress during easement acquisition. While the Consultant will strive to manage the activities associated with this task to remain within the task budget, the Owner and the Consultant recognize that a contract amendment may be necessary if negotiations are more difficult and time consuming than budgeted.

**Deliverables**

1. Copies of the preliminary title reports and vesting deeds that are obtained for the project.
2. Permanent easement documents including legal descriptions and associated map exhibits.
3. Temporary construction easement documents with associated map exhibits but no legal descriptions.
4. Copies of pertinent correspondence with the property owners.
5. Copies of notes/minutes from the Neighborhood Liaison Groups if pertinent.
6. Staked locations of the proposed water main(s).

**TASK 3 – DESIGN**

**Objective**

The purpose of this task is to develop the design drawings and specifications that will be used by the District to solicit bids from Contractors to construct the proposed upgrades. The design drawings will include plan and profile drawings for the proposed water mains along with associated details, restoration plans and details for areas that will be disturbed by construction, and sedimentation and erosion control (TESC) drawings and details. In addition, the Consultant will prepare special provisions that describe the construction contract requirements. The Consultant will also prepare opinions of probable construction costs to assist the District in budgeting for the upgrades. The Consultant will subcontract with the Van de Vanter Group to assist with the landscape restoration drawings, details, and specifications and with Shannon & Wilson to assist with geotechnical engineering reviews and design requirements and permitting. Figure 1 shows the proposed alignment of the upgrades and this scope of services is limited to those areas shown on Figure 1.

**BHC Services**

1. Obtain updated utility as-built information.
2. Perform field work to identify landscape and restoration elements that are not visible in aerial photo base maps, including existing significant trees, outlines of shrub beds and lawn areas, paving, walls, signs, structures, buildings, and other physical features. Review and quantify existing plants that may be impacted by construction for subsequent restoration planting. The Van de Vanter Group will assist with this effort.
3. Conduct a geotechnical investigation (by Shannon & Wilson) within the areas where horizontal directional drilling is proposed as the means of installing the new water main. This investigation will consist of the following:
A. Four soil borings, approximately 20 feet deep each with soil samples being obtained at 2.5 foot intervals.
B. Two monitoring wells in two of the borings with logs read one week after installation and three weeks after installation to assist with evaluating water table elevations.
C. GPR survey along the alignment (HDD locations only)
D. Laboratory testing of soil samples (32 water contents and 8 sieve tests)
E. Geotechnical report that discusses the feasibility and geotechnical design parameters for HDD.
4. Develop civil design and TESC drawings for the proposed water main.
5. Develop landscaping/restoration drawings for the proposed water main (by Van De Vanter and BHC).
6. Develop special provisions.
7. Prepare opinions of probable construction costs.
8. Submit the drawings, specifications, and opinions of probable construction costs to the District for review and input.
9. Attend project coordination meetings.
10. Meet with and address landscaping concerns with property owners.
11. Perform quality assurance and quality control reviews on the design documents, including geotechnical reviews of the 60% and 90% design documents.
12. Respond to questions from potential bidders and/or the District regarding the Contract Documents. All questions and responses will be documented and addenda prepared as needed or appropriate.
13. The Consultant will prepare a bid tabulation of the bids received, check the references of the lowest responsible bidder and provide a recommendation regarding the award of the construction contract.

District Responsibilities

1. Provide electronic copies of District's boilerplate construction contract language and standard details.
2. Review design submittals and provide written comments within two weeks of receiving the submittal.
3. Attend and participate in the project design meetings.
4. The District will be responsible for soliciting bids to construct the proposed improvements, conducting the bid opening, and awarding the contract to the lowest responsible bidder.
5. Publishing and distributing addenda prepared by the Consultant during the bid period.
6. Provide available and relevant planning, environmental, or engineering data, plans, specifications, reports/studies and other information owned by the District that may assist in the design of the upgrades.

Assumptions

1. The design will be shown on full size (22" x 34") drawings using AutoCAD Release 2012. From these drawings, half size (11" x 17") drawings will be produced. The plan view drawings will be based on a full size scale of 1"=20'. Details that support the design will use other scales as needed. The design will comply with the District's applicable standards and will be performed in accordance with current, generally accepted industry standards and practices. This scope assumes BHC will be responsible for approximately 40 drawing sheets based on the alignment shown in Figure 1.
2. The landscape restoration design will include in kind replacement of existing landscaping (trees, shrubs, groundcovers, and lawn) at approximately a 1:1 ratio with same or similar plant species. Specified plants shall be standard nursery stock available locally at standard sizes (typically 1 to 5 gal shrubs, a" to 2" caliper deciduous trees, and 6" to 8" evergreen trees).
3. Irrigation systems will not be required for restoration plantings and thus design of an irrigation system is excluded from this scope of services.
4. A driveway may be blocked for 2 to 3 hours during the geotechnical drilling and sampling.
5. The GPR survey will have gaps where buildings and vegetation encroach on the proposed alignment.
6. Soil borings will be located within driveways and patched with similar materials as those disturbed.
7. The proposed improvements will be bid as one contract based on the 2012 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (herein referred to as the "Standard Specifications"). Special provisions will be prepared to address the project specific requirements.
8. Opinions of probable construction costs will be based on a variety of sources, including previous bid information from similar projects, quotes from equipment and material suppliers, discussions with contractors, and published construction cost data.

9. Submittals of the drawings, special provisions, and opinions of probable construction costs will be made at the 60%, 90%, and final design stages.

10. The project schedule assumes the District will complete its review of the pertinent submittals within two weeks of receiving the said documents.

11. Project meetings will consist of the following:
   A. Kickoff Meeting – The Consultant will attend a kickoff meeting held at the District's office at the start of the design stage of the project. The kickoff meeting will strategize the approach for the design phase. The Consultant will prepare an agenda, appropriate exhibits, and will lead the discussion. Meeting notes on substantive matters discussed during the meeting will be prepared and distributed by the Consultant via email.
   B. Design Review Meetings – Design review meetings will be held at the District office to discuss review comments from the 60% and 90% design review submittals. Final review comments are assumed to be relatively minor with no subsequent meeting to discuss the comments being required. The District will transmit all review comments to the Engineer in writing.
   C. Civil Design Site Visits – Four site visits will be conducted to review and verify design issues.
   D. Landscaping Design Site Visits – Five site visits will be conducted by the Consultant's design team to review and verify restoration design issues.
   E. Property Owner Meetings – This scope includes an allowance of 48 hours by the Consultant’s landscaping sub-consultant to discuss plant issues and landscape design with property owners.
   F. No pre-bid meeting with potential bidders will be required.

12. The District will be responsible for soliciting bids from Contractors to construct the proposed improvements, including all reproduction costs associated with the bid packages based on the final camera-ready documents provided by the Consultant. The Consultant understands the District utilizes Bidders Exchange of Washington for these services.

13. One addendum will need to be prepared during the bid period.

14. The Consultant’s quality assurance/quality control (QA/QC) reviews will be performed by the project manager and a senior or principal level engineer not directly involved in the design efforts. In addition, a constructability review will be performed by a member of the Consultant’s staff with substantial construction engineering experience. The constructability review will focus on identifying items that may be ambiguous and subject to claims by contractors.

Deliverables

1. Kick-off meeting agenda, exhibits, and notes
2. Three half size and three full size paper copies of the 60% and 90% design drawings.
3. Three bound paper copies of the 60% and 90% special provisions.
4. Three paper copies of the 60% and 90% opinions of probable construction costs.
5. Copies of correspondence and notes from meetings.
6. One full size and one half size camera-ready copy of the final drawings.
7. One un-bound camera-ready copy of the final special provisions.
8. One paper copy of the final opinion of probable construction costs.
9. One camera-ready copy of addenda that is prepared during the bid period.
10. Bid tabulation and a recommendation on award of the contract to the lowest responsible bidder.

TASK 4 – PERMITTING

Objective

The purpose of this task is to prepare and submit the applications for the pertinent project permits that will need to be acquired in order to construct the proposed improvements. The Consultant will also coordinate with the regulatory agencies to address questions and comments that arise during their review...
of the permit applications. The Consultant will subcontract with Shannon & Wilson to assist with preparation of the Shoreline Substantial Development Permit.

**BHC Services**

1. Prepare and submit permit applications for the following permits for this project and coordinate with the regulatory agencies:
   A. SEPA (Environmental Checklist with District as lead Agency)
   B. Construction Storm Water General Permit/NPDES Permit Application and Storm Water Pollution Prevention Plan (Department of Ecology)
   C. Grading Permit (City of Seatac)
   D. Right of Way Use Permit (City of Seatac)
   E. Shoreline Substantial Development Permit (City of Seatac)
2. Coordinate with the District on permitting issues.

**District Responsibilities**

1. Coordinate with regulatory agencies and the Consultant.
2. Pay for all permit application fees and perform all mailings required for all permits.
3. Prepare and post notice board(s) as required for the Shoreline Substantial Development Permit.
4. Obtain address labels from the City of Seatac for all property owners within 1,000 feet of the project as required by the Shoreline Substantial Development Permit and attach said labels to envelopes for inclusion in the permit application package.
5. Locate and obtain venue(s) for public meetings that are required for any permit, including any associated rental fees.

**Assumptions**

1. A Determination of Non-Significance (DNS) is assumed the likely outcome of the SEPA process and no additional SEPA activity beyond a DNS will be required. The District will be the lead agency.
2. SEPA Environmental Checklist will identify issues to be addressed and mitigation measures to be utilized to minimize and/or reduce impacts.
3. The Storm Water Pollution Prevention Plan (SWPPP) will be based on the Washington Department of Ecology’s "Guidance for Developing Pollution Prevention Plans and Best Management Practices".
4. The Grading and Right of Way Use permits will not require any public meetings. One Right of Way Use Permit and one Grading Permit application will be made for the entire project.
5. Additional environmental science activity will not be required to support the Shoreline Substantial Development Permit since construction within the Shoreline Management Area around Angle Lake will be constrained to within the Military Road South.
6. The Ordinary High Water Mark (OHWM) is established at an elevation of 347' by the City of Seatac. The Consultant will locate and show this elevation on the drawings based on the information contained in the aerial photographs and topography that was collected during Phase I of the project.
7. The Shoreline Substantial Development Permit and SEPA processes will be initiated with the 60% design documents. All other permit applications will be made using the 90% design documents.
8. Coordination with the City of Seatac Fire Marshal is included as part of the grading and right of way use permits.

**Deliverables**

1. Draft and final SEPA Environmental Checklist
2. Draft and final SWPPP
3. Copies of permit applications
4. Copies of pertinent correspondence and meeting notes
TASK 5 – PUBLIC OUTREACH PROGRAM

Objective

The purpose of this task is to assist the District by engaging stakeholders in the design of the upgrades. The intent is to solicit input from the stakeholders regarding their concerns about the project, including traffic and community impacts, access concerns, and restoration requirements. This will be accomplished through a community outreach program that includes a public meeting, quarterly published communications, one-on-one and group meetings, and personal communications. The Consultant will strategize with the District to address community concerns and complaints and will maintain a stakeholder’s communication log that tracks and summarizes ongoing communication efforts with the stakeholders. Reasonable efforts to obtain access agreements with the property owners so that the Consultant's design team can complete the field work required for the design of the project is also included in this task.

BHC Services

1. Manage and update the Property Information Management System (PIMS) that was developed during Phase I.
2. Coordinate with property owners as part of the reasonable efforts to obtain permission to access their property in order to complete the necessary field work for the design of the project. Services will include:
   A. Preparing and mailing a letter and a copy of the Study and Design Access Agreement that was prepared in Phase 1 to the property owners.
   B. Attempting telephone contact with property owners in an effort to obtain a signed Study and Design Access Agreement prior to accessing property.
   C. Maintaining a written and digital log of contacts with property owners.
   D. Knocking on door when coming to property and if no one is home, leave a "door hanger" that indicates we were on site and when appropriate when we will be on site next.
   E. Wearing an easily identifiable badge/card whenever onsite.
   F. Communicating progress and difficulties associated with this activity to the District.
3. Develop, coordinate, and implement a plan for communicating with the property owners and other stakeholders regarding the need for and progress of the project. This work will include:
   A. General Communications with Project Stakeholders. The stakeholders include the affected property owners as well as associations such as the Angle Lake Shore Club.
   B. Provide two project updates that the District can post to its website.

District Responsibilities

1. Provide updated information on property owners from the District's billings and GIS databases when requested by the Consultant.
2. Coordinate with the Consultant and project stakeholders regarding the project.
3. Provide the District attorney's services as needed for coordination with the Consultant on requests to modify the Study and Design Access Agreement.
4. Recognize that an Access Agreements for every property is unlikely to be obtained.
5. Reproduction, assembly, and mailing of all meeting notices, letters, and other mailings.
6. Attend and participate in the Project Information Meeting.
7. Maintain and post project updates to the District's website.

Assumptions

1. On a quarterly basis, BHC will update the PIMS database with information from the King County and the District GIS and data systems. This information will be checked against the preliminary title reports and vesting deeds as they become available during the easement acquisition services being performed under a separate task.
2. Phase I of this project included the development of a Study and Design Access Agreement form. Phase 2 will include interaction with the property owners as part of the reasonable efforts to obtain signed copies of that form. The following assumptions are made regarding this process:
   A. Data from the PIMS database will be used to launch this activity. Preliminary title reports will not be required to verify property owner names for the sole purpose of obtaining signatures for the Access Agreements (data in the PIMS system is assumed to be sufficiently accurate).
   B. The Study and Design Access Agreements will not be notarized.
   C. Study and Design Access Agreements will need to be obtained from approximately 125 properties with only minor modifications to the boilerplate access agreement form being assumed.
   D. Consultant services in support of legal actions that become necessary, if any, to obtain signed access agreements will be considered additional services and are not included in the scope for this phase.

3. Property owners from which easements will need to be acquired will be kept informed more frequently as part of the easement acquisition efforts.
4. The District will post and maintain the web-based updates.

Deliverables

1. Updated maps of the project that identifies the properties impacted by the project and the easements that will be required.
2. Original signed access agreements as they are obtained. Consultant will keep a copy of the signed agreement and a log of communications with the property owner(s).

TASK 6 – CULTURAL RESOURCES

Objective

The purpose of this task is to complete a cultural resources review of the project area and to prepare an associated technical report in order to address Executive Order 05-05 requirements and to support the Shoreline Substantial Development Permit application. The Consultant will subcontract with Cascadia Archaeology to complete this task.

BHC Services

1. Complete background research on the history, prehistory, and environmental setting of the project.
2. Perform a field survey of the areas deemed to have a higher probability for archaeological or historic resources, including shovel/auger probes in higher probability areas with poor surface visibility.
3. Prepare a technical report that describes the background information, the survey design, methods and results, and provides recommendations regarding the significance of recorded cultural resources and management recommendations.
4. Coordinate with DAHP, the Tribes, and the District.

District Responsibilities

1. Review and provide written comments on draft technical report.
2. Facilitate communications with DAHP and the Tribes.

Assumptions

1. Depth of probes will depend on the proposed depth of the disturbance, limits of the equipment, and field conditions.
2. Sediments from the shovel/auger probes will be examined by screening through ¼-inch mesh hardware cloth or by spreading on a tarp and troweling through.
3. Descriptions of the sediments, stratigraphy, and any cultural resources present will be recorded.
4. The technical report will comply with DAHP standards.
5. If isolated artifacts or archaeological deposits are discovered, they will be recorded on a standard state inventory form and submitted to DAHP.

6. If historic structures appears to be of significant architecture or dating to the period of early settlement (pre-1860s), they will be recorded on Historic Property Inventory forms and submitted online to DAHP. This assumes there is no federal nexus and only Washington State laws apply.

7. Up to 60 subsurface probes may be completed.

8. Portions of the Area of Potential Disturbance along busier roads with substantial past disturbance (e.g., Military Road) may be surveyed by car. Other accessible areas will be pedestrian surveyed.

9. Six (6) shovel probes per person per day can be completed. The lower than usual rate accounts for time moving between dispersed locations and the gravelly nature of the soils mapped for the area.

10. One site visit to meet with consulting parties will be required.

Deliverables

1. A draft PDF copy of the report will be provided for review.
2. Final report will be provided as a PDF on disk along with five bound paper copies of the report.

TASK 8’—PROJECT MANAGEMENT AND ADMINISTRATION

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

BHC Services

1. Coordinate and manage the Consultants design team, including:
   A. Provide leadership, direction, and management for the Consultant’s team members.
   B. Monitor and control quality of work products, costs, engineering progress and schedule
   C. Maintain files and project documentation
   D. Prepare and enter sub-consultant agreements with pertinent team members
2. Prepare monthly project status reports describing the following:
   A. Services completed during the current invoicing period
   B. Services planned for the next month
   C. Needs for additional information
   D. Scope/schedule/budget issues, if any
   E. Schedule update and financial status summary
3. Prepare monthly invoices in accordance with the contract terms. Copies of subconsultant invoices will be included with the Consultant’s invoices.
4. Regular communications via phone, email, fax, and/or memorandum with the District and other team members to keep the parties informed and apprised of the Project’s ongoing progress, important discussions, issues, action items, schedule, etc.
5. Develop a draft and final scope, budget, and schedule for construction engineering services near the completion of the design phase. These services will require an amendment to the Consultant’s contract.
6. Consultant will attend two (2) District Board of Commissioner meetings to assist the Operations Manager in presenting project concepts to the Board and answering questions that may arise.

District Responsibilities

1. Communicate with Consultant regarding issues of concern.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.
4. Special invoicing requirements, if any
Assumptions

1. Conference calls will be used for routine project coordination.
2. Invoices will be the Consultant’s standard invoice format.
3. Expense backup will not be provided with invoices but will be available for review at the Consultant’s office.
4. Management of sub-consultant services and coordination with each sub-consultant is accounted for in their respective tasks.

Deliverables

1. Monthly status reports and invoices.
2. Monthly project schedule and budget updates.
3. Copies of pertinent emails and correspondence.
4. Draft and final scope, budget, and schedule for construction engineering services (PDF file and/or one hard copy).
5. Exhibits and maps as needed for two (2) Board of Commissioner meetings.

EXPENSES

The Consultant’s labor multiplier addresses the anticipated expenses that may be incurred on the project, except for costs that are incurred related to travel, express mail or courier services, and special printing requirements. The Consultant will track costs associated with these additional expenses for reimbursement by the District. The Consultant will charge the District for the actual mileage based on the current IRS approved mileage rate (currently $0.555/mile).

BUDGET

The Phase II budget dated April 26, 2013 is $700,000 and is attached as Exhibit B. The Phase II budget is based on, and in accordance with, the Consultant’s 2013 rate schedule (see Exhibit C). The District agrees to allow the Consultant (and sub-consultants) to adjust rates on an annual basis in January of each year.

SCHEDULE

The Project budget is based on, and assumes that Phase II of the project will be completed within 15 months from the authorization/contract date.

ADDITIONAL SERVICES

In preparing this scope of services, the Consultant has attempted to identify the tasks that were considered necessary or essential to this stage of the Project or desired by the District at this time. As part of this effort, other services might, in our professional opinion, be needed or provide additional value to the District. Such efforts, if any, are outlined below. These services have not been included in this scope or budget and will not be performed without the express written authorization of the District. This list is not all inclusive and there may be other services that are excluded as noted within the body of the scope or by the fact that they are not explicitly stated in this scope.

1. Investigating or dealing with hazardous substances in the soil or groundwater
2. Preparation of an EIS
3. Services/costs in excess of the budget allowance for those activities covered by a budget allowance
4. Construction Services, including construction administration, and construction observation
5. Support of any and all legal actions that may be required to obtain easements or access agreements.
| Task | Description | 2013 Billing Rate | Principal | Interest | Total | Hours | Cost | Direct | Indirect | Total
|------|-------------|------------------|-----------|----------|-------|-------|------|--------|----------|---------|
| Task 1 | Burden and Aerial Topography | $2,000 | 3.5% | 3.5% | 3.5% | 0.5 | $70 | $70 | $70
| Task 2 | Levies | $1,200 | 3.5% | 3.5% | 3.5% | 0.5 | $70 | $70 | $70
| Task 3 | Preliminary Title Reports | $1,200 | 3.5% | 3.5% | 3.5% | 0.5 | $70 | $70 | $70
| Task 4 | Environmental Impact Statement | $1,200 | 3.5% | 3.5% | 3.5% | 0.5 | $70 | $70 | $70
| Task 5 | Field Survey | $1,200 | 3.5% | 3.5% | 3.5% | 0.5 | $70 | $70 | $70
| Task 6 | Environmental Mitigation | $1,200 | 3.5% | 3.5% | 3.5% | 0.5 | $70 | $70 | $70
| Task 7 | Preliminary Environmental Studies | $1,200 | 3.5% | 3.5% | 3.5% | 0.5 | $70 | $70 | $70
| Task 8 | Final Plan | $1,200 | 3.5% | 3.5% | 3.5% | 0.5 | $70 | $70 | $70

**EXHIBIT B - BUDGET**

Highline Water District
Angle Lake A.D. Water Main Replacement (19266R.91)
Phase II - Design Services
Date: April 12, 2013
## EXHIBIT B - BUDGET

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* BHC Expenses include mileage, express mail/courier services, and internal reproduction costs
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<td>Project Engineer</td>
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<td>Staff Engineer</td>
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<td>Engineering Technician</td>
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<td>Planning Manager</td>
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<td>Client Relations</td>
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<td>Project Administrator</td>
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<td>Clerical/Word Processor/Project Coordinator</td>
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<tr>
<td>Building Code Compliance Review</td>
<td>$90 - $200</td>
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**Professional Reimbursement:**

The hourly billing rates include the cost of salaries of the BHC employees, plus sick leave, vacation, holiday, other fringe benefits, indirect overhead and fee. All employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per State and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours.

**Direct Expenses:**

Reimbursement for direct expenses incurred in connection with the work, will be at cost plus ten percent. See Schedule of Non-Labor Charges for detail.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2013 through December 31, 2013, and will be adjusted thereafter.
**EXHIBIT C**  
**Schedule of Non-Labor Charges**  
*January 1, 2013*

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<td><em>In-House Reproduction</em></td>
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<td>$2.00/Sq. Ft.</td>
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<td>8.5&quot; x 11&quot;</td>
<td>$1.00/Copy</td>
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<tr>
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<tr>
<td><em>External Reproductions</em></td>
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<td>Cost + 10%</td>
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<td>Subconsultants &amp; Contractors</td>
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<tr>
<td>Transportation &amp; Travel</td>
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<tr>
<td>Airfare</td>
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<td>Lodging</td>
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<td>Special Fees, Insurance, Permits, and</td>
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<tr>
<td>Software &amp; Equipment</td>
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<td>Cost + 10%</td>
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AMENDMENT #1

CONSULTANT AGREEMENT FOR SERVICES
BHC CONSULTANTS, LLC – CONTRACT #12-60-03
PROJECT 13-1 ANGLE LAKE WATER MAIN REPLACEMENT

BHC Consultants, LLC, will undertake the additional work on a time-and-materials basis as described in their Scope of Work dated April 26, 2013 for the Phase II Design Services as related to Project 13-1 Angle Lake Water Main Replacement.

The current contract amount is $248,299.00. The estimated cost for these additional services is $700,000.00. The revised contract amount is $948,299.00. The same standard general terms and conditions will apply as agreed to in Contract #12-60-03 dated 3/19/2012.

Effective Date. The effective date of this Amendment shall be the date signed by an authorized representative of the District.

HIGHLINE WATER DISTRICT

By: ________________________________
Matt Everett

Title: General Manager

Date: ________________________________

BHC CONSULTANTS, LLC

By: ________________________________

Title:

Date: ________________________________
AGENDA ITEM NO.: 5.1
AGENDA DATE: 5/15/2013
REVIEWED BY: M.E.

SUBJECT: Authorize Amendment #1 – BHC Consultants, LLC - Contract #12-60-03
Project 13-1 Angle Lake Water Main Replacement

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<tr>
<td>Executive</td>
<td>Expenditures? Yes □ No □ N/A □</td>
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<tr>
<td>Administrative</td>
<td>Budgeted? Yes □ No □ N/A □</td>
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<tr>
<td>Engineering/Operations</td>
<td>Estimated Amount: $700,000.00 Excludes sales tax</td>
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ATTACHMENTS:
1. Resolution 13-5-15A
2. Attachment-1 - BHC Consultants, LLC -4/26/13 Scope of Work for Phase II Design Services
3. Attachment-2 - Amendment #1

COMMENTS:

BHC Consultants, LLC submitted a proposed Scope of Work for Phase II Design Services for Project 13-1 Angle Lake Water Main Replacement.

The incorporation of Phase II - Design Services into Contract #12-60-03, will allow BHC Consultants, LLC, to continue the community relations program; complete the geotechnical, environmental, and design investigations; complete the design survey; prepare drawings, specifications, and cost projections the District can use to solicit bids from contractors to construct the improvements; apply for the necessary permits; and assist the District in obtaining easements. Phase II would end with the District’s selection of a contractor via public bids to construct the proposed improvements.

The General Manager and District Engineer have reviewed the 4/26/2013 scope of work submitted by BHC Consultants, LLC, for incorporating the Phase II Design Services and recommend approval of this resolution.