

HIGHLINE WATER DISTRICT King County, Washington

RESOLUTION 22-8-3A

RESOLUTION AUTHORIZING CONSULTANT SERVICES AGREEMENT #22-50-17 WITH RH2 ENGINEERING, INC. FOR ENGINEERING SERVICES FOR PROJECT SW22-2 TYEE WELL PFAS TREATMENT FEASIBILITY STUDY

WHEREAS, water samples taken from the Tyee Well in 2022 indicated the presence of Perfluorononanoic Acid (PFNA) in concentrations exceeding the Washington State Department of Health’s (DOH) State Action Level of 9 parts per trillion (ppt); and

WHEREAS, the District requested a proposal from RH2 Engineering, Inc. to perform a Per-and Polyfluoroalkyl Substances (PFAS) Feasibility Treatment Study on the Tyee Well Facility;

WHEREAS, RH2 Engineering, Inc. will evaluate water quality data and existing infrastructure to develop PFAS treatment strategies for the District to help determine the best operational solution for the Tyee Well Facility;

WHEREAS, the District’s Engineer and General Manager have reviewed the Scope of Work (Exhibit A), Fee Estimate (Exhibit B) and 2022 Schedule of Rates and Charges (Exhibit C), submitted by RH2 Engineering, Inc. and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The General Manager or designee is authorized to enter into Contract #22-50-17 with RH2 Engineering, Inc. (Attachment 1, incorporated herein by this reference), for a not-to-exceed amount of \$28,221.00 for engineering services of Project SW22-2 Tyee Well PFAS Treatment Feasibility Study.
2. The General Manager and/or the District’s legal counsel are authorized to make minor changes to the contract if required.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **3rd** day of **August 2022**.

BOARD OF COMMISSIONERS	
<p>DocuSigned by: <i>Polly Daigle</i> Polly Daigle, President</p> <p>DocuSigned by: <i>Vince Koester</i> Vince Koester, Commissioner</p> <p>DocuSigned by: <i>Kathleen Quong-Vermeire</i> Kathleen Quong-Vermeire, Commissioner</p>	<p>DocuSigned by: <i>Daniel Johnson</i> Daniel Johnson, Secretary</p> <p>DocuSigned by: <i>Todd Fultz</i> Todd Fultz, Commissioner</p>

ATTACHMENT B**HIGHLINE WATER DISTRICT
AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT is entered into between **HIGHLINE WATER DISTRICT**, King County, Washington, a municipal corporation and special purpose district organized and existing under the laws of the State of Washington (hereafter referred to as "the District"), and **RH2 ENGINEERING, INC**, (hereafter referred to as "the Consultant") in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. Scope of Consulting Services. Consultant shall provide consulting services to the District under the terms of this Agreement for the following Project: **Tye Well PFAS Treatment Feasibility Study** ("Project"). The scope of services is more fully described on **Exhibit A** attached hereto and incorporated herein by this reference.
2. Compensation and Payment. District shall pay Consultant for the time and materials devoted to the Project as consideration for the performance of the services set forth on **Exhibit A**, not to exceed the amount of Twenty Eight Thousand Two Hundred Twenty One 00/100 Dollars (\$28,221.00). Such compensation shall be payable in the following manner:
 - 2.1 Consultant shall submit a detailed monthly billing for all services provided describing in reasonable and understandable detail the services rendered, fees charged and expenses incurred by Consultant during the previous month in accordance with a schedule of rates and charges set forth on **Exhibit(s) B and C**, including fees and expenses for additional services authorized by District as provided herein. District shall pay the invoice within sixty (60) days of receipt, except as to any disputed amounts.
 - 2.2 Upon District's failure to pay within sixty (60) days of receipt the undisputed amount set forth in any monthly billing submitted to District by Consultant, such unpaid balance will bear interest at the rate of 1% per month until the amount of such unpaid balance, plus interest thereon shall be paid in full.
 - 2.3 Consultant shall maintain accounts and records of fees billed and expenses incurred as described in this Section 2 in accordance with generally accepted accounting principles, and agrees to make such accounts, records and supporting documentation available to the District and its authorized representatives for inspection at mutually convenient times, both during the Project work and for three (3) years following the final payment for services rendered or termination of the Consultant's services under this Agreement.
3. Schedule of Work. Consultant shall commence the performance of its services under this Agreement upon receipt of notice to proceed from the District to do so and shall provide the services in accordance with the schedule on **Exhibit A**, subject to delays for causes beyond the reasonable control of Consultant or as otherwise agreed to by District.

4. Subcontractors. Consultant shall not subcontract or assign any portion of the work covered by this Agreement without the prior written approval of the District, such consent to be given in District's sole discretion. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
5. Independent Contractor. Consultant is an independent contractor and not an employee of the District. Consultant shall be responsible in full for payment of its employees, including insurance and deductions, and for payment to any subcontractors. No personnel employed by Consultant shall acquire any rights or status regarding the District. All of the services required hereunder shall be performed by Consultant or under its direction, and all personnel engaged therein shall be fully qualified under applicable state, federal and local laws to undertake the work performed by them.
6. Changes in Scope of Services. The District may require changes or modifications in the scope of services to be performed under this Agreement. Any such changes or modifications shall be in writing and signed by the parties to this Agreement. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as set forth in Paragraph 2 above or in a manner otherwise mutually agreed to by the parties.
7. Insurance. Consultant shall maintain throughout the performance of this Agreement the following types and amounts of insurance.
 - 7.1 Comprehensive vehicle liability insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of Two Million Dollars (\$2,000,000).
 - 7.2 Commercial General Liability Insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and
 - 7.3 Professional liability insurance (Errors and Omissions insurance) with limits no less than Two Million Dollars (\$2,000,000).

The insurance policies shall: (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District; and (3) shall state that the District will be given 45 days prior written notice of any cancellation, suspension, non-renewal or material change in coverage.

The District shall be named as an additional insured on the Commercial General Liability Insurance policy with regard to work and services performed by or on behalf of the Consultant and a copy of the endorsement naming the District as an additional insured shall be attached to the Certificate of Insurance.

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

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

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

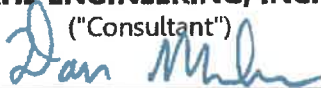
8. Indemnification. Consultant shall defend, indemnify and hold harmless the District, its elected and appointed officers, employees and agents and volunteers from and against all claims, injuries, damages, liabilities, losses of suits, including attorneys' fees and costs, arising out of or relating to Consultant's errors and omissions under this Agreement, except for injuries or damages caused by the sole negligence of the District. For the purposes of this indemnification, Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Consultant's obligation to defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of Consultant's negligence. The provisions of this Section shall survive the expiration of termination of this Agreement.
9. Ownership of Documents. Consultant agrees to return to District upon termination of this Agreement all documents, logs, drawings, photographs and other written or graphic material, however produced, received from District and used by Consultant in performance of its services hereunder. All documents, logs, drawings, specifications, designs, mylars, surveys, survey data, reports and other work product (collectively referred to as "Work Product") produced by Consultant in connection with the services rendered under this Agreement shall be owned by District upon payment to Consultant. District shall own all copyrights to such Work Product and Consultant agrees to assign all ownership rights to such Work Product to the District upon payment to Consultant. Reuse of any such Work Product by the District for other than a specific project or modification in use by the District of any of the Work Product without the Consultant's prior written approval shall be at the District's sole risk.
10. Standard of Care. Consultant warrants that its services shall be performed with the level of care, skill and competence of the consulting profession in accordance with the standard for professional services at the time the services are rendered.
11. Right of Entry. District shall provide for the right of entry of Consultant and its subcontractors and all necessary equipment in order to complete the services under this Agreement.

12. Compliance with Codes and Standards. Consultant's Professional Services shall be consistent with the standard of care and shall incorporate those publicly known federal, state and local laws, regulations, codes and standards that are applicable at the time Consultant renders its services.
13. Discovery of Hazardous Materials. The Parties recognize that unanticipated hazardous materials or suspected hazardous materials may be discovered on District's property or on property included as part of the site of work but not owned by District. The discovery of unanticipated hazardous materials may delay the Consultant's provision of the services required herein. In that event, the parties may extend the Contract Completion Date by mutual agreement.
14. Termination. This Agreement may be terminated by either Party upon five (5) days written notice for any reason. In the event of termination, Consultant shall be entitled to compensation for all services performed and costs incurred through and including the date of termination, except as to any disputed amounts.
15. General Provisions.
- 15.1 Notices. Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either Party shall have previously designated by such a notice:
- | | |
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| <p><u>To the District:</u></p> <p>Highline Water District
23828 30th Ave. S.
Kent, WA 98032</p> <p>Attn: Jeremy DelMar
General Manager</p> | <p><u>To the Consultant:</u></p> <p>RH2 Engineering, Inc.
22722 29th Drive SE, Suite 210
Bothell, WA 98021</p> <p>Attn: Dan Mahlum, PE
Principal</p> |
|--|--|
- 15.2 Entire Agreement. This Agreement and its exhibit attachments contain the entire understanding between the District and Consultant relating to the consulting services which are the subject of this Agreement. This Agreement merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Agreement shall be in writing and signed by the parties to this Agreement.
- 15.3 Waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.
- 15.4 No Third Party Rights. This Agreement is made only for the benefit of the District and Consultant and successors in interest and no third party or person shall have any rights hereunder whether by agency, as a third party beneficiary, or otherwise.

- 15.5 Jurisdiction/Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall be brought in King County Superior Court, King County, Washington.
- 15.6 Severability. If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.
- 15.7 Effective Date. The effective date of this Agreement shall be the date that this Agreement has been signed by authorized representatives of both Parties hereto ("Effective Date").

RH2 ENGINEERING, INC.

("Consultant")

By 

Typed Name Daniel J. Mahlum

Its Director

Dated 07/20/2022

HIGHLINE WATER DISTRICT

("District")

By _____

Typed Name Jeremy DelMar

Its General Manager

Dated _____

EXHIBIT A

Scope of Work

Highline Water District

Tyee Well PFAS Treatment

Feasibility Study

July 2022

Background

Highline Water District (District) owns and operates the Tyee Well and treatment facility. Per- and polyfluoroalkyl substances (PFAS) sampling conducted in 2022 of the Tyee Well revealed perfluorononanoic acid concentrations exceeding the Washington State Department of Health's (DOH) state action level of 10 parts per trillion. RH2 Engineering, Inc., (RH2) was retained by the District to evaluate PFAS treatment alternatives.

Future Tasks

The scope of work for future tasks may include preliminary design of the selected treatment alternative, final design, and construction phase services at the District's discretion.

Task 1 – Review Water Quality Data

Objective: Evaluate water quality data and existing infrastructure to develop PFAS treatment strategies.

Approach:

- 1.1 Perform Site Visit and Review Water Quality and Quantity Data – Perform a site visit to review existing infrastructure with District staff. Review water quality and water quantity information provided by the District. Assist the District in identifying data gaps and additional water quality data that would benefit alternatives and life-cycle cost analyses. If needed, recommend additional water quality sampling as necessary and review results.
- 1.2 Analyze PFAS Treatment Alternatives – Evaluate treatment alternatives for mitigating PFAS, considering Tyee treatment facility expansion and mechanical retrofit options. The PFAS treatment alternatives will be evaluated based on capital cost, 20-year life-cycle cost, media backwashing requirements, and estimated PFAS mitigation effectiveness.
- 1.3 Prepare a PFAS Treatment Technical Memorandum – Prepare a technical memorandum that summarizes the water quality, existing infrastructure, PFAS treatment alternatives, RH2's recommended Tyee treatment facility improvements, budgetary level capital costs, and next steps. Perform internal quality assurance and quality control review and submit the draft technical memorandum to the District for review and comment. Address District comments and finalize the technical memorandum.

Assumptions:

- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by District or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.*
- *Additional water quality sampling and associated lab fees are unknown at this time; therefore, they are not included in this agreement and shall be collected and paid for by District directly if required.*
- *The product of this work is intended to inform the District of order of magnitude costs to budget for the next steps of the project.*
- *This Scope of Work excludes agency coordination, permitting, preliminary design, final design, and construction phase services. Services herein will be performed to the level of effort identified in the Fee Estimate.*

Provided by District:

- Access to Tyee treatment facility during site visit.
- Recent raw and treated water quality data since 2017.
- The latest twelve (12) months of existing Tyee treatment facility process data.
- Written review comments on the draft PFAS treatment recommendation report.

RH2 Deliverables:

- Attendance at one (1) site visit.
- One (1) PDF file of the draft PFAS treatment technical memorandum for District review.
- One (1) PDF file of the final PFAS treatment technical memorandum for District.

Project Schedule

RH2 anticipates that this project will begin in July 2022 with a target completion of October 2022. This assumes timely feedback and responses from the District on the draft PFAS treatment technical memorandum.

EXHIBIT B**Fee Estimate****Highline Water District****Tyee Well PFAS Treatment Feasibility****Jul-22**

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1		140	\$ 26,768	\$ 1,453	\$ 28,221
1.1	Perform Site Visit and Review Data	33	\$ 6,489	\$ 328	\$ 6,817
1.2	Analyze PFAS Treatment Alternatives	54	\$ 10,258	\$ 815	\$ 11,073
1.3	Prepare PFAS Treatment Technical Memorandum	53	\$ 10,021	\$ 310	\$ 10,331
PROJECT TOTAL		140	\$ 26,768	\$ 1,453	\$ 28,221

EXHIBIT C		
RH2 ENGINEERING, INC.		
2022 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$152	\$/hr
Professional II	\$168	\$/hr
Professional III	\$182	\$/hr
Professional IV	\$199	\$/hr
Professional V	\$214	\$/hr
Professional VI	\$227	\$/hr
Professional VII	\$243	\$/hr
Professional VIII	\$255	\$/hr
Professional IX	\$255	\$/hr
Control Specialist I	\$139	\$/hr
Control Specialist II	\$152	\$/hr
Control Specialist III	\$166	\$/hr
Control Specialist IV	\$180	\$/hr
Control Specialist V	\$192	\$/hr
Control Specialist VI	\$207	\$/hr
Control Specialist VII	\$220	\$/hr
Control Specialist VIII	\$231	\$/hr
Technician I	\$116	\$/hr
Technician II	\$126	\$/hr
Technician III	\$144	\$/hr
Technician IV	\$155	\$/hr
Technician V	\$169	\$/hr
Technician VI	\$186	\$/hr
Technician VII	\$202	\$/hr
Technician VIII	\$212	\$/hr
Administrative I	\$75	\$/hr
Administrative II	\$90	\$/hr
Administrative III	\$107	\$/hr
Administrative IV	\$126	\$/hr
Administrative V	\$145	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6250	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

Agenda Item No.: 5.1
Agenda Date: 08/03/22
Reviewed By: 

Re: Authorize consultant service agreement #22-50-17 with RH2 Engineering, Inc. for engineering services for project SW22-2 Tyee Well PFAS Treatment Feasibility Study.

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

FINANCIAL			
<i>Expenditures?</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
<i>Budgeted?</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
<i>Amount:</i>		\$	<u>28,221.00</u>

ATTACHMENTS:

1. Resolution 22-8-3A
2. Attachment 1 – Contract #22-50-17

COMMENTS:

The General Manager or designee is authorized to enter into Contract #22-50-17 with RH2 Engineering, Inc. (Attachment 1, incorporated herein by this reference), for a not-to-exceed amount of \$28,221.00 for engineering services of Project SW22-2 Tyee Well PFAS Treatment Feasibility Study.

The General Manager and/or the District's legal counsel are authorized to make minor changes to the contract if required.