

ATTACHMENT A

**HIGHLINE WATER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION 22-08-03B

RESOLUTION AUTHORIZING CONSULTANT AGREEMENT #22-60-03 WITH BHC CONSULTANTS, LLC FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES RELATING TO PROJECT 22-2 WATER MAIN REPLACEMENT – HUNTINGTON PARK PHASE I - DESIGN

WHEREAS, Huntington Park is a private community, condominium-type property located in Des Moines that plans to overlay their existing private roads in the next few years; and

WHEREAS, The District owns and operates approximately 10,000 LF of asbestos cement (AC) and cast iron (CI) small diameter water mains within the community's private roadways that were inherited from the now dissolved Water District No. 56, and

WHEREAS, The District has an excellent opportunity to replace the aging infrastructure in partnership with the Homeowner's Association, and

WHEREAS, by passage of Resolution 21-12-15B, the Board of Commissioners approved the 2022 Capital Improvement Program that identified and allocated resources for Project 22-2 Huntington Park Water Main Replacement and,

WHEREAS, the District solicited a Request for Proposals from firms off the MRSC Roster, selected BHC Consultants, LLC as the most qualified firm, and entered contract negotiations; and,

WHEREAS, BHC Consultants, will perform the following tasks as part of Phase 1:

- Task 1 – Project Management
- Task 2 – Design Survey & Utility Locates
- Task 3 – Design
- Task 4 – Community Outreach Program
- Task 5 – Easement Acquisition

WHEREAS, the District's Engineer and General Manager have reviewed the Scope of Services (Exhibit A), Budget (Exhibit B) and 2022 Schedule of Rates and Charges (Exhibit C), submitted by BHC Consultants, LLC and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Highline Water District, King County, Washington, as follows:

1. The General Manager or designee is authorized to enter into Consultant Contract #22-60-03 (Exhibit(s) A, B and C), attached, and incorporated herein by this reference, with BHC Consultants, LLC for a not to exceed amount of \$397,956.00.
2. The General Manager and/or the District's Legal Counsel are authorized to make minor changes to the agreement if required.

HIGHLINE WATER DISTRICT KING COUNTY, WASHINGTON

RESOLUTION 22-08-03B

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

BOARD OF COMMISSIONERS

DocuSigned by:

Polly Daigle, President

DocuSigned by:

Todd Fultz, Commissioner

DocuSigned by:

Kathleen Quong-Vermeire, Commissioner

DocuSigned by:

Daniel Johnson, Secretary

DocuSigned by:

Vince Koester, Commissioner

ATTACHMENT B

Project 22-2 Water Main Replacement-Huntington Park
Phase 1 – Preliminary Design Services
BHC Consultants, LLC.
HWD Contract #22-60-03

AGREEMENT FOR CONSULTING SERVICES

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

1. Scope of Consulting Services. Consultant shall provide consulting services to the District under the terms of this Agreement for the following Project: *22-2 Water Main Replacement-Huntington Park* ("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 Three Hundred Ninety Seven Thousand Nine Hundred Fifty Six and 00/100 Dollars (\$397,956.00). Such compensation shall be payable in the following manner:
 - a. Consultant shall submit a detailed monthly billing for all services provided describing in reasonable and understandable detail the services rendered, fees charged and expenses incurred by Consultant during the previous month in accordance with the budget set forth on **Exhibit B** and a schedule of rates and charges set forth on **Exhibit 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.
 - b. Upon District's failure to pay within sixty (60) days of receipt the undisputed amount set forth in any monthly billing submitted to District by Consultant, such unpaid balance will bear interest at the rate of 1% per month until the amount of such unpaid balance, plus interest thereon shall be paid in full.
 - c. Consultant shall maintain accounts and records of fees billed and expenses incurred as described in this Section 2 in accordance with generally accepted accounting principles, and agrees to make such accounts, records and supporting documentation available to the District and its authorized representatives for inspection at mutually convenient times, both during the Project work and for three (3) years following the final payment for services rendered or termination of the Consultant's services under this Agreement.
3. Schedule of Work. Consultant shall commence the performance of its services under this Agreement upon receipt of notice to proceed from the District to do so and shall provide the services in accordance with the schedule on **Exhibit A**, subject to delays for causes beyond the reasonable control of Consultant or as otherwise agreed to by District.
4. Subcontractors. Consultant shall not subcontract or assign any portion of the work covered by this Agreement without the prior written approval of the District, such consent to be given in District's sole discretion. Subject to the provisions of the preceding sentence, this Agreement shall

AGREEMENT FOR CONSULTING SERVICES

be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

5. Independent Contractor. Consultant is an independent contractor and not an employee of the District. Consultant shall be responsible in full for payment of its employees, including insurance and deductions, and for payment to any subcontractors. No personnel employed by Consultant shall acquire any rights or status regarding the District. All of the services required hereunder shall be performed by Consultant or under its direction, and all personnel engaged therein shall be fully qualified under applicable state, federal and local laws to undertake the work performed by them.
6. Changes in Scope of Services. The District may require changes or modifications in the scope of services to be performed under this Agreement. Any such changes or modifications shall be in writing and signed by the parties to this Agreement. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as set forth in Paragraph 2 above or in a manner otherwise mutually agreed to by the parties.
7. Insurance. Consultant shall maintain throughout the performance of this Agreement the following types and amounts of insurance.
 - a. Comprehensive vehicle liability insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of Two Million Dollars (\$2,000,000).
 - b. Commercial General Liability Insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and
 - c. Professional liability insurance (Errors and Omissions insurance) with limits no less than Two Million Dollars (\$2,000,000).

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

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

AGREEMENT FOR CONSULTING SERVICES

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

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

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

8. Indemnification. Consultant shall defend, indemnify and hold harmless the District, its elected and appointed officials, officers, employees, agents and volunteers against any claims, damages, losses, expenses, judgments or liabilities, including but not limited to reasonable attorneys' fees and costs (collectively referred to as "Damages") caused directly or indirectly by Consultant's negligent acts, errors or omissions, but only for that portion of such Damages which reflect the percentage of negligence of the Consultant and/or its employees, agents and subcontractors compared to the total negligence of all persons or business entities which result in such Damages. For the purposes of this indemnification, Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Consultant's obligation to defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of Consultant's negligence. The provisions of this Section shall survive the expiration 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. District shall own all copyrights to such Work Product and Consultant agrees to assign all ownership rights to such Work Product to the District. Reuse of any such Work Product by the District for other than a specific project or modification in use by the District of any of the Work Product without the Consultant's prior written approval shall be at the District's sole risk.
10. Standard of Care. Consultant warrants that its services shall be performed with the level of care, skill and competence of the consulting profession in accordance with the standard for professional services at the time the services are rendered.
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.

AGREEMENT FOR CONSULTING SERVICES

- 12. Compliance with Codes and Standards. Consultant's Professional Services shall be consistent with the standard of care and shall incorporate those publicly known federal, state and local laws, regulations, codes and standards that are applicable at the time Consultant renders its services.
- 13. Discovery of Hazardous Materials. The Parties recognize that unanticipated hazardous materials or suspected hazardous materials may be discovered on District's property or on property included as part of the site of work but not owned by District. The discovery of unanticipated hazardous materials may delay the Consultant's provision of the services required herein. In that event, the parties may extend the Contract Completion Date by mutual agreement.
- 14. Termination. This Agreement may be terminated by either Party upon five (5) days written notice for any reason. In the event of termination, Consultant shall be entitled to compensation for all services performed and costs incurred through and including the date of termination, except as to any disputed amounts.
- 15. General Provisions.

- a. Notices. Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either Party shall have previously designated by such a notice:

<u>To the District:</u> Highline Water District 23828 30th Ave. S. Kent, WA 98032 Attn: General Manager	<u>To the Consultant:</u> BHC Consultants, LLC 1601 Fifth Ave, Suite 500 Seattle, WA 98101 Attn: Chris Schmidt, P.E.
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- b. Entire Agreement. This Agreement and its exhibit attachments contain the entire understanding between the District and Consultant relating to the consulting services which are the subject of this Agreement. This Agreement merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Agreement shall be in writing and signed by the parties to this Agreement.
- c. Waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.
- d. No Third Party Rights. This Agreement is made only for the benefit of the District and Consultant and successors in interest and no third party or person shall have any rights hereunder whether by agency, as a third party beneficiary, or otherwise.

AGREEMENT FOR CONSULTING SERVICES

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

BHC CONSULTANTS, LLC

(CONSULTANT")

By



Typed Name

JAMES GROSS

Its

EXECUTIVE VICE PRESIDENT

Dated

JULY 22, 2022

HIGHLINE WATER DISTRICT

("DISTRICT")

By

Typed Name

Jeremy DelMar

Its

General Manager

Dated



EXHIBIT A
BHC SCOPE OF SERVICES
HIGHLINE WATER DISTRICT
PROJECT 22-2
HUNTINGTON PARK WATER MAIN REPLACEMENT
PHASE 1

Project Background & Understanding

Highline Water District (hereinafter referred to as "District") plans to replace approximately 10,000 lineal feet (LF) of existing asbestos concrete (AC) and cast iron (CI) water main within the Huntington Park neighborhood located in Des Moines, Washington. Huntington Park is a 55+ condominium-type development with privately owned streets and common areas and is known for its many civic-minded community members. The neighborhood is believed to have hard impervious soils, and subsurface conditions which have led to the failure of existing water service saddles. The homeowner's association (HOA) desires to repave the development in 2024, so water main replacement planning, design, and construction must all be completed prior to the HOA's planned paving project to minimize overall costs to the District.

BHC Consultants, LLC (hereinafter referred to as "Consultant") understands the challenges of finishing the project ahead of the planned paving project, interacting with the homeowner's association, and minimizing calls and concerns from a community that is vocal about changes to the neighborhood. 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 planned work is located in easements through privately-owned streets and properties. The Consultant will work with the District to implement a community relations program that informs the homeowners of progress, solicits input from the residents, and responds to their concerns. This scope will also include negotiating with property owners to secure permanent and temporary construction easements where necessary for the new water main and appurtenances to be constructed.

Project Approach & Scope

This Agreement between the District and the Consultant will contract the Consultant to provide consulting, engineering, and community relations services during design of the new water system. The following scope, budget, and schedule have been prepared for each task of the project. Tasks that will be performed by sub-consultants are also identified.

Task 1 - Project Management (Design)

The Consultant will ensure tasks are completed in accordance with the agreed upon scope and schedule.

Specific activities associated with this task include:

- Prepare a detailed scope of work, budget, and schedule.
- Manage the Consultant's staff, subconsultants, and tasks as well as providing general project administration services.
- Administer monthly and final consultant invoicing to the District, as well as monitor the progress against the projected schedule, scope of services, and budget.
- Communicate regularly with the District on progress, technical issues, and other items that may impact the scope of the project and project budget.
- Conduct internal project meetings, as necessary.
- Conduct external project meetings, as necessary. Budgeting two (2) one (1) hour meetings with the District per month.

Deliverables:

- Project Plan including Scope of Services, Project Schedule, and Engineering Fee Estimate.
- Monthly invoices.
- Correspondence as required.
- Manage and provide progress reports as required by the District.

Task 2 - Design Survey & Utility Locates

The Consultant will subcontract with Applied Professional Services (APS) to perform conductible utility locates prior to topographic survey being performed. HWD will locate their existing infrastructure in parallel with APS prior to topographic survey being performed.

The Consultant will subcontract with KPG Psomas to perform the topographic survey of the planned project area. The topographic survey will collect topographic information on physical features that may impact the design of the new water main. These efforts will include establishing vertical and horizontal controls, as necessary.

Specific activities associated with this task include:

- Obtaining all necessary right of entry agreements prior to beginning site work.
- Paint the location of known underground utilities using a utility locating service (APS) prior to performing the topographic survey. HWD water facilities will be located by the District.
- Request available construction record drawings information from the utility companies and agencies:
 - Obtain current District GIS data and information
 - Obtain utility as-built information including:

- Sewer as-builts from Midway Sewer District
 - Storm drain as-builts from City of Des Moines
 - Fiber Optic Cable as-builts from City of Des Moines and/or other purveyors
 - Power and gas as-builts from PSE
 - Telephone and cable utility as-builts from the local purveyors
- Establish horizontal and vertical control for topographic survey (KPG Psomas).
 - Perform a topographic survey (KPG Psomas) along the proposed new water main alignment. This survey will identify existing surface and subsurface features that may impact design efforts (to include buildings, fences, major trees, significant landscaping, and/or any other feature that may inhibit design or construction of the water main and/or appurtenances). The Consultant will coordinate with KPG Psomas, as necessary.
 - Utilize field design survey data and prepare base drawings (KPG Psomas) that reflect the existing topographic information. Road rights-of-way within the project limits will be determined from available public records (i.e., records of survey, plats, state right-of-way plans, etc.) and found survey monuments. GIS data obtained from King County will be used to depict the apparent property lines and any easements within private property (if applicable).

Assumptions:

- The horizontal datum shall be NAD 83/2011 and the vertical datum shall be NAVD 88.

Task 3 - Design

The Consultant will provide design services associated with replacing and abandoning the existing AC and CI water mains with new DI water mains along with associated fire hydrants, valves, water services, and other appurtenances.

Specific activities associated with this task include:

- Develop and submit conceptual design drawings for proposed watermain and abandonment of the existing watermains at the 10% design stage. No details required.
- Develop and submit design drawings and details to the District at the 60%, 90%, and final design stages.
- Develop and submit specifications/contract documents to the District at 60%, 90%, and final design stages.
- Develop projections of probable construction costs at the 60%, 90%, and final design stages.
- Provide quality assurance reviews at the 60%, 90%, and final design stages for relevant project tasks.
- Develop and submit updated design schedules as necessary, two (2) total schedules included in the Phase 1 budget.

Assumptions:

- All plans and specifications will be in accordance with 2022 WSDOT and District Standards.
- The 10% design submittal will be at the conceptual level only and only include proposed

water main alignment. No details required.

- The 60% design submittal will include water main plan views along with conceptual details required to construct the water main and abandon-in-place the existing water mains from service. Conceptual temporary erosion control plans will be included in the submittal. Cross referencing and fine tuning of details may still need to be performed.
- The 90% design submittal will include detailed plan views along with the comprehensive details required to construct the water main and abandon-in-place the existing water mains from service. Detailed temporary erosion control plans will be provided. Cross referencing and fine tuning of details will have been performed.
- The final design submittal will consist of the bid documents that will be used to advertise for bids from Contractors to construct the improvements.
- The District will provide review comments on the 60% and 90% design documents within two (2) weeks of receiving the documents.
- A storm drainage report will not be required since additional impervious area will not be generated by the project.
- No pipe profiles are required for the Drawings.

Deliverables:

- Five (5) half-size paper sets of the 60% drawings will be prepared (two (2) for the District and three (3) for Consultant internal QA/QC).
- Five (5) half-size paper sets of the 90% drawings will be prepared (two (2) for the District, and three (3) for Consultant internal QA/QC).
- Three (3) full size paper sets of the final drawings will be prepared and distributed as necessary for the District, District attorney, and internal use.
- Five (5) paper copies of the 60% specifications will be prepared (two (2) for the District and three (3) for Consultant internal QA/QC).
- Five (5) half-size paper sets of the 90% specifications will be prepared (two for the District and three (3) for Consultant internal QA/QC).
- Three (3) full size paper sets of the final specifications will be prepared and distributed as necessary for the District, District attorney, and internal use.
- Paper copies of the Engineer's Opinion of Probable Construction Costs will be prepared and distributed at the 60%, 90% and final design stages.
- Electronic copies of any of the deliverables will be provided upon request.

Task 4 - Community Outreach Program

The Consultant will develop and coordinate a plan for communicating with the homeowner's association (HOA), property owners, and other stakeholders regarding the need for and progress of the project. This work will include:

- Prepare and assist the District with two (2) letters introducing the need, benefits, and other details of the project to the effected property owners and other stakeholders. The District will be responsible for assembling and mailing the letters.
- Prepare two (2) newsletter/website content updates for the HOA to send out to property owners during the design.
- Establish regular check-ins with the HOA to review feedback they have received from property owner calls as the design progresses. Phase 1 has bi-monthly check-ins budgeted.

- Establish communications with individuals known to have a history of local community involvement with the intent of learning from their efforts and enlisting their assistance where possible.
- Prepare for, conduct, and manage two (2) Project Information Meetings with the HOA, property owners, and other stakeholders. The Consultant will coordinate with the District regarding the appropriate time to hold these meetings. For these meetings, the Consultant will:
 - Work with the District to develop the agenda and important topics to cover at the meeting.
 - Prepare the Notice for the Project Information Meeting
 - Prepare a graphics presentation for the meeting
 - Provide staff to assist in explaining the need for the project to meeting attendees and helping them understand the goals of the project
 - Communicate with property owners and attendees regarding their preferred methods of project communications
 - Communicate the need for each property owner to sign the Permission for Temporary Access documents
 - Discuss easement needs with the property owners and assist with negotiations (as necessary).
 - The District will be responsible for providing or obtaining an appropriate location to host the meetings.

Task Work Products and Deliverables:

- Map of the project that identifies all properties impacted by the project
- List of properties where access is needed
- Two (2) letters to property owners that explain the needs and benefits of the project
- Two (2) newsletter/website content updates for the HOA to distribute to property owner's
- Public meeting agenda, notice, and exhibits for two (2) Project Information Meetings.

Task 5 - Easement Acquisition

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 Psomas to prepare the legal descriptions and exhibits for the easements and to otherwise assist with this task. The Consultant will also subcontract with ABS Valuation to assist with determining easement values, if necessary.

Consultant Services

- 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. (KPG Psomas)
- 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.

- Obtain records of surveys from King County in the area to assist in the orientation of the property lines in the base mapping. (KPG Psomas)
- Research existing easement documents to facilitate discussions with District's legal counsel regarding the District's rights, if any, within those easements. (KPG Psomas)
- Provide summaries of the results of the research efforts. (KPG Psomas)
- Initiate easement negotiations with the property owners. This will include:
 - Field staking (if located in soft surface areas) and painting (if located in hard surface areas) the alignment of proposed water main improvements. (KPG Psomas)
 - Meeting with the HOA and property owners to discuss the District's requested easements.
 - Consulting with the District and its attorney regarding property owner requests for changes to the proposed easements. (BHC)
 - Documenting the discussions and progress during easement negotiations in easement files and notebooks. (BHC)
- Preparing the easement documentation, which includes the following:
 - Legal descriptions and associated map exhibits for the permanent easements will be added to District easement forms that are suitable for recording. (KPG Psomas)
 - Temporary construction easement documents based on the District's standard forms. Legal descriptions will not be provided for the temporary construction easements. A map exhibit that pictorially describes the location of the temporary construction easement will be included. (BHC)
- Coordination with District and Consultant's design team.

District Responsibilities

- Provide copies of easement documents the District has in its files.
- Provide updates of property owner information from the District's billing and GIS databases when requested by the Consultant.
- Assist with easement negotiations as necessary. The District will have the final decision on all negotiations.
- Provide easement documents (forms and provisions), which will be supplemented by the legal descriptions and map exhibits provided by the consultant.
- Review and comment on easement documents prepared by the Consultant. This includes providing legal reviews and comments by the District's attorney.
- Record permanent easements as they are acquired. Temporary construction easements may need to be recorded by the District due to variability in the construction schedule as dictated by the Huntington Park HOA.

Assumptions

- 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.
- 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.

- Anticipated easements to be acquired as follows:
 - Twenty (20) properties will require permanent and temporary construction easements (14 of these are the roadway, which is subdivided into multiple parcels).
 - Six (6) properties will require temporary construction easements only
 - Obtaining access easements from all 26 properties is not required for the project to proceed but would be beneficial to the Contractor.
- Preliminary title reports will be acquired for the properties where permanent easements are necessary.
- Vesting deeds will be acquired for the properties that require temporary easements only (no permanent easement).
- Legal descriptions and map exhibits may require revisions due to changes in the design that result from negotiations with the property owners.
- Consultant will have KPG Psomas field stake or paint the alignment of the proposed water main improvements one time to facilitate discussions with property owners, regulatory agencies, and other concerned parties.
- Permanent and temporary easement negotiations will require an initial meeting plus one follow-up meeting for the easement discussions with property owners.
- 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.
- 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 reasonable 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

- Copies of the preliminary title reports and vesting deeds that are obtained for the project.
- Permanent easement documents including legal descriptions and associated map exhibits.
- Temporary construction easement documents with associated map exhibits but no legal descriptions.
- Copies of pertinent correspondence with the property owners.
- Staked locations of the proposed water main(s).

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 and specific graphics printed under the Community Outreach Program task. 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 (Effective 07/01/2022 the rate will be \$0.625/mile).

BUDGET

The project budget dated July 15, 2022 is \$397,956.00 and is attached as Exhibit B. The project budget is based on, and in accordance with, the Consultant's 2022 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 the project will be completed within twelve (12) months from the authorization/contract date. Easement negotiations represent a significant risk to the project schedule and the Consultant will keep the District informed of progress and whether the negotiations are impacting the overall schedule.

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. As the design progresses, 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.

- Profile view of the proposed water main.
- Investigating or dealing with hazardous substances in the soil or groundwater.
- Preparation of an EIS.
- Services/costs more than the budget allowance for those activities covered by a budget allowance.
- Support of all legal actions that may be required to obtain easements or access agreements.
- Engineering consulting services during construction (Phase 2).
- Bidding Services
- Permitting Services
- Geotechnical Investigation

CPS - 07/15/2022

Exhibit B



Estimated Hours and Cost for HWD - Huntington Park Water Main Replacement Project - Phase 1

Tasks	Principal Hours	Project Manager Hours (1)	Project Manager QA/QC	EIT Designer Hours	Project Engineer Hours	Drafter Hours	Project Consultant	Total Hours by Task	
Task 1: PM (Design)	TF	CS	RD	BW	ZM	AC	TT	68	
	4	64							
Task 2: Design Survey & Utility Locates				SUBCONSULTANT					
Task 3: Design	16	98	36	176	125	300	8	759	
Task 4: Community Outreach Program	16	20		48			68	152	
Task 5: Easement Acquisition	40	20		72	40		124	296	
Estimated Hours	76	202	36	296	165	300	200	1275	
Hourly Rate	\$ 261.45	\$ 274.05	\$ 311.85	\$ 154.35	\$ 149.63	\$ 143.33	\$ 170.10		
Estimated Labor	\$ 19,870.20	\$ 55,358.10	\$ 11,226.60	\$ 45,687.60	\$ 24,688.13	\$ 42,997.50	\$ 34,020.00		

(1) Project Manager Hours during design include QA/QC reviews.

Subtotal Estimated Labor:	\$ 233,848
Subconsultant (KPG Psomas):	\$ 139,108
Subconsultant (APS):	\$ 24,000
Mileage (current IRS rate):	\$ 500
Non-Labor Charges (per Exhibit C)	\$ 500
Total Estimated Engineering:	\$ 397,956



Exhibit C

2022 Schedule of Charges

Billing Title	Hourly Billing Rates
Principal Engineer	\$260 - \$300
Senior Structural Engineer	\$250 - \$270
Senior Electrical Engineer	\$240 - \$270
Senior Project Manager	\$220 - \$275
Senior Engineer	\$185 - \$285
Project Engineer	\$145 - \$220
Staff Engineer	\$125 - \$155
Planning Manager	\$165 - \$220
Senior Planner	\$155 - \$175
Planner	\$115 - \$130
GIS Specialist*	\$125 - \$150
Field Inspector & Building Inspectors*	\$140 - \$170
Building Code Compliance Review	\$100 - \$270
CAD Manager*	\$180 - \$195
Draftsperson*	\$125 - \$145
Project Administrator*	\$125 - \$155
Project Assistant/Word Processor*	\$115 - \$130

Professional Reimbursement:

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

Communication Fee:

Project Labor times 3.0% which includes telecommunications, faxes, standard U.S. Mail, mobile phones, and internet access.

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, 2022 through December 31, 2022, and will be adjusted thereafter.

Exhibit C
Schedule of Non-Labor Charges
January 1, 2022

Non-Labor Charges	Description	Fee
Reproduction		
<i>In-House Reproduction</i>		
<i>B&W Print</i>	8.5" x 11"	\$0.15/Copy
<i>B&W Print</i>	11" x 17"	\$0.30/Copy
<i>B&W Plot (Line Drawings)</i>	up to 6 sq. ft.	\$2.00/Copy
<i>B&W Plot (Line Drawings)</i>	Large Format Plot (> 6 sq. ft.)	\$0.33/Sq. Ft.
<i>B&W Mylar</i>	up to 6 sq. ft.	\$14.00/Copy
<i>Color Plot (Color Graphics)</i>	up to 6 sq. ft.	\$12.00/Copy
<i>Color Plot (Color Graphics)</i>	Large Format Plot (> 6 sq. ft.)	\$2.00/Sq. Ft.
<i>Color Print</i>	8.5" x 11"	\$1.00/Copy
<i>Color Print</i>	11" x 17"	\$2.00/Copy
<i>External Reproductions</i>		Cost + 10%
Subconsultants & Contractors		Cost + 10%
Transportation & Travel		
<i>Airfare</i>		Cost + 10%
<i>Lodging</i>		Cost + 10%
<i>Meals</i>		Cost + 10%
<i>Vehicle Rental & Gas</i>		Cost + 10%
<i>Public Transportation & Taxis</i>		Cost + 10%
<i>Parking</i>		Cost + 10%
<i>Mileage</i>		IRS Rate
Standard U.S. Mail, Express Mail, & Courier		Cost + 10%
Special Fees, Insurance, Permits, and Licenses		Cost + 10%
Software & Equipment		Cost + 10%
3D Imaging	Imaging Cost = \$49.00 per Unit Equipment Charge = \$50.00 Per Unit	Unit Cost + \$50 Equipment Charge Per Unit
3D Imaging (Floor Plans)	Floor Plans = \$15 per Unit	Unit Cost + \$10%

Agenda Item No.: 5.2
Agenda Date: 08/03/22
Reviewed By: 

Re: Authorize consultant service agreement #22-60-03 with BHC Consultants, LLC for Professional engineering and surveying services relating to Project 22-2 Water Main Replacement-Huntington Park Phase I Design.

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>397,956.00</u>	

ATTACHMENTS:

1. Resolution 22-8-3B
2. Attachment 1 – Contract #22-60-03

COMMENTS:

The General Manager or designee is authorized to enter into Consultant Contract #22-60-03 (Exhibit(s) A, B and C), attached, and incorporated herein by this reference, with BHC Consultants, LLC for a not to exceed amount of \$397,956.00.

The General Manager and/or the District’s Legal Counsel are authorized to make minor changes to the agreement if required.