

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 15-8-5A

RESOLUTION AUTHORIZING AMENDMENT #3 FOR CONTRACT #12-60-03 WITH BHC CONSULTANTS, LLC, FOR PROJECT 13-1A ANGLE LAKE AC 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 13-1A Angle Lake AC Water Main Replacement; and

WHEREAS, by passage of Resolution 13-5-15A, the Board of Commissioners authorized Amendment #1, incorporating Phase II Design Services into Contract #12-60-03, which included Survey and Aerial Topography; Easements; Design; Permitting; Public Outreach Program; Cultural Resources; and Project Management and Administration; and

WHEREAS, by passage of Resolution 14-12-17E, the Board of Commissioners authorized Amendment #2 for unforeseeable and out of scope costs incurred by BHC Consultants during the design of the project and the acquisition of easements; and

WHEREAS, the District requested BHC Consultants prepare a proposal for construction services, as outlined in Attachment-1 (7/30/15 BHC Scope of Phase III Construction Services – Amendment #3) and incorporated herein by this reference. The professional services include the following:

- Task 1 Construction Survey Services;
- Task 2 Construction Support Services;
- Task 3 Public Outreach Coordination,
- Task 4 Landscape Architectural Services;
- Task 5 Post Construction Services,
- Task 6 Project Management and Administration.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners authorizes Amendment #3 to Contract #12-60-03 with BHC Consultants, LLC, for a not-to-exceed amount of \$134,893.00 excluding sales tax, as referenced in Attachment-1.
2. The General Manager or designee is authorized to sign Amendment #3 (Attachment-2, incorporated herein by this reference) for the revisions outlined in BHC Consultants, LLC, Scope of Phase III Construction Services dated 7/30/15 (Attachment-1) for Project 13-1A Angle Lake AC Water Main Replacement.

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 15-8-5A

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **5th** day of **August 2015**.

BOARD OF COMMISSIONERS




George Landon, President



Vince Koester, Secretary

Commissioner Position 1 / Vacant



Daniel Johnson, Commissioner



Kathleen Quong-Vermeire, Commissioner

**EXHIBIT A
HIGHLINE WATER DISTRICT
ANGLE LAKE AC WATER MAIN REPLACEMENT

SCOPE OF PHASE III CONSTRUCTION SERVICES
Amendment #3
July 30, 2015**

HISTORY OF CONTRACT SERVICES

BHC Consultants, LLC (hereinafter referred to as "Consultant") entered into a contract with Highline Water District (hereinafter referred to as "District") on March 19, 2012 to perform Phase I Preliminary Engineering Services related to 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 the south, east, and north sides of Angle Lake.

Subsequent to the completion of Phase I, the contract was amended via Amendment #1 on May 17, 2013 for the Phase II, Design Services required for the project. Due to unforeseeable and out of scope costs incurred during the development of the design of the project and the acquisition of easements, the Phase II services required an additional amendment. Amendment #2 was executed between the District and the Consultant in December 2014. The Phase II Design Services was concluded when bids were opened by the District on July 14, 2015.

PURPOSE OF AMENDMENT #3

The project is entering its third stage, Phase III Construction. As such, Amendment #3 is needed to address the services that will be provided by the Consultant during this construction phase. The community relations program that was began during Phase I and developed during Phase II will continue through Phase III in order to address potential home owner issues during construction and to inform property owners of when construction may impact them. The Consultant will also provide construction surveys and engineering services during construction. The engineering services during construction will include reviewing submittals at the District's request, responding to Requests for Information from the contractor or the District, and reviewing and commenting on 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 construction observer. Significant plan deviations will be located by an as-built survey. The District will provide field observation, inspection, and testing during construction.

SCOPE OF SERVICES FOR PHASE III – CONSTRUCTION SERVICES

The scope of services that will be provided by the Consultant during Phase III are described in the following tasks.

TASK 1 – CONSTRUCTION SURVEY SERVICES

Objective

The purpose of this task is to perform the construction surveying and staking necessary to allow the contractor to install the water main. The Consultant will subcontract with KPG to provide these services.

BHC Services

1. Stake the centerline of the proposed water main with offsets for all bends, valves, and fire hydrants.
2. Stake the outer edges of easement limits acquired by the District for the project.

3. Re-establish monuments disturbed by the Contractor and obtain the required permits from the Department of Natural Resources.
4. Prepare cut sheets only at locations where the depth of the water main is critical (see assumptions).
5. Coordinate with the District and KPG.

Assumptions

1. Service connections to the main and meter locations will not be staked.
2. The centerline of the proposed main and the offsets for bends, valves, and fire hydrants will be staked one time. The budget will include contingency allowances for re-staking approximately 20% of the original staking that is disturbed by the Contractor or the public.
3. Contractor shall notify the Consultant at least 48 hours prior to disturbing any survey monuments or pins so that they can be accurately referenced. This will allow for future re-establishment of the monuments and/or pins.
4. Accuracy of the property lines 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. Therefore, no property lines will be survey located.
5. Cut sheets will not be prepared except for the main along Barnard property (PINS 102 & 103), Spaeth (PIN 24), and along Williams (PIN 25).

Deliverables

1. Field staking of proposed water main, bends, valves and fire hydrants.
2. Field staking of easement limits.
3. Re-established survey monuments and pins disturbed by contractor.
4. Cut-sheets in critical areas.

TASK 2 – CONSTRUCTION SUPPORT SERVICES

Objective

The purpose of this task is to perform the engineering services during construction.

BHC Services

1. Obtain preconstruction photos.
2. Attend the pre-construction meeting and the construction coordination meetings.
3. Review requests for information (RFI) from the Contractor and the District that pertain to the design of the improvements or the easement negotiations and provide written communications to supplement or clarify the Contract Documents.
4. Visit site at intervals as appropriate and necessary for the stage of construction to address conflicts or issues that arise during construction.
5. Provide written responses to change order requests from the Contractor or the District, including updated design documents as required to address changes in the work.

Assumptions

1. Construction coordination meetings will be held bi-weekly for a total of ten (10) meetings. The District will be responsible for preparing the minutes of the meeting.
2. The Consultant is not in control of the number of RFI that may need to be addressed. Therefore, this budget assumes a total of three (3) RFI will need to be addressed.
3. Most site visits may be scheduled to occur in conjunction with the construction coordination meetings. However, in addition to those meetings, this scope assumes an additional five (5) site visits will be needed to address onsite issues or to support the District in resolving conflicts.
4. The District will address all change order requests from the Contractor. If engineering support is

needed, the Consultant will be compensated for its costs via the Management Reserve.

5. The District will be responsible for reviewing submittals, administering the construction contract with the contractor, preparing official notices to the contractor, preparing the Notice of Completion of Public Works, and all other construction services not specifically identified herein.

Deliverables

1. Preconstruction photos.
2. Written communications.
3. Written responses to RFI.

TASK 3 – PUBLIC OUTREACH & COORDINATION

Objective

The purpose of this task is to coordinate with property owners to inform them on when construction will be occurring near their property and to address issues with the property owners during construction.

BHC Services

1. Inform property owners when construction will be occurring in their vicinity.
2. Meet with property owners, District, and Contractor onsite to address conflicts or restoration issues.
3. Prepare "door hanger" notices to notify property owners of impending construction.

Assumptions

1. The primary means of communication with property owners will occur via email or telephone.
2. The Consultant is not in control of the number of conflicts with property owners that may need to be addressed. Therefore, this budget assumes a total of ten (10) site visits will be needed to address potential conflicts.
3. The District will be responsible for distributing the door hangers to the affected properties about a week ahead of the construction.

Deliverables

1. Written correspondence.
2. Door hangers.

TASK 4 – LANDSCAPE ARCHITECTURAL SERVICES

Objective

The easement negotiations resulted in requirements to have a landscape architect onsite during portions of the construction work. The Consultant has contracted with Susan Black and Associates to provide the services described below.

BHC Services

1. Observe contractor's work with landscaping features as required by the easement negotiations.
2. Meet with District, Contractor, and property owners to address landscaping issues.
3. Coordinate with the District's inspector regarding landscaping issues.

Assumptions

4. The easement negotiations required the landscape architect to be present during construction on three (3) properties. In addition to those three properties, site visits to two (2) other properties to

address restoration issues will be required. A budgetary allowance of \$10,000 is assumed for this task.

Deliverables

1. Written correspondence regarding landscaping observations and recommendations.

TASK 5 – POST CONSTRUCTION SERVICES

Objective

The purpose of this task is to prepare construction record drawings that reflect changes to the design drawings that occurred during construction.

BHC Services

1. Prepare construction record drawings based on redlined comments received from the District.

Assumptions

1. The District will provide redlined drawings that show the changes that occurred during construction.
2. The Consultant will update the design drawings to reflect the redlined changes provided by the District.
3. Only one review cycle will be required.
4. Only the G-Series (and C-Series drawings will need to be addressed.

Deliverables

1. One draft set of 11" x 17" paper drawings.
2. One final set of 22" x 34" mylar drawings.
3. One electronic (CAD) version of the drawings.

TASK 6 – PROJECT MANAGEMENT AND ADMINISTRATION

Objective

The purpose of this task is to actively manage the Consultant's team during the construction phase of the project and to coordinate with the District as required.

BHC Services

1. Coordinate with the District via phone, email, fax, and memorandum.
2. Provide monthly project status reports with the Consultant's monthly invoices.
3. Coordinate with the project team to ensure services are being provided in an efficient and timely manner.

Assumptions

1. The construction phase services will be completed within seven (7) months.
2. Earned value management tracking will be used to monitor project status.
3. The budget includes a management reserve of \$10,000. The Consultant will not access this reserve without prior authorization by the District.

Deliverables

1. Monthly invoices and project status reports.

BUDGET

The Consultant's construction services budget is based on the Consultant's experience and best judgment. However, the required level of effort is directly dependent on the contractor, suppliers, agency and owner requirements, and unforeseeable conditions, events or circumstances, all of which are out of the control of the Consultant. Therefore, the budget associated with this scope of work is defined as an estimate only and all parties agree that the Consultant will not be required to furnish more services than are covered by the total construction services budget estimate without an amendment to the Contract.

The Amendment #3 budget dated July 24, 2015 is **\$134,893** and is attached as Exhibit B. The budget is based on, and in accordance with, the Consultant's attached 2015 rate schedule (Exhibit C). The District agrees to allow the Consultant (and sub-consultants) to adjust rates on an annual basis in January of each year.

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. Geotechnical engineering services.
2. Services/costs in excess of the budget allowance for those activities covered by a budget allowance
3. Support of any and all legal actions that may be required to address claims that occur during construction.

EXHIBIT B - BUDGET

Highline Water District
 Angle Lake AC Water Main Replacement (13-10258.02)
 Phase III - Services During Construction
 Date: July 30, 2015

2015 Billing Rate	Principal <i>Ron D.</i>		Proj. Mgr <i>Tony F.</i>		Proj. Engr. <i>Peter C.</i>		CADD <i>Patti S.</i>		Public Outreach <i>Abby W.</i>		Accounting <i>Uma P.</i>		Clerical <i>Sarah S.</i>		BHC Total			Subconsultants		Total Budget	
	\$235.84		\$196.80		\$131.84		\$147.20		\$92.80		\$104.64		\$100.00		hours	expenses	cost	Direct Fees	w/ 10% markup	Cost	
	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	expenses	cost	hours	cost	hours	cost
Task 1 - Construction Survey Services																					
Stake Water Main & Esmts		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0		\$0	\$34,391	\$37,830	\$37,830	
Prepare Cut Sheets for limited runs		\$0	1	\$197		\$0		\$0		\$0		\$0		\$0	1		\$197	\$400	\$440	\$637	
Re-establish monuments		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0		\$0	\$5,180	\$5,698	\$5,698	
Coordination		\$0	2	\$394		\$0		\$0		\$0		\$0		\$0	2		\$394	\$3,520	\$3,872	\$4,266	
Subtotal	0	\$0	3	\$590	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	3	\$0	\$590	\$43,491	\$47,840	\$48,431	
Task 2 - Construction Support Services																					
Preconstruction Photos		\$0	2	\$394	20	\$2,637		\$0		\$0		\$0	6	\$600	28		\$3,630		\$0	\$3,630	
Meetings (10 mtgs)		\$0	30	\$5,904		\$0		\$0		\$0		\$0		\$0	30	\$200	\$6,104		\$0	\$6,104	
RFI (3 RFI)		\$0	14	\$2,755	20	\$2,637	12	\$1,766		\$0		\$0	4	\$400	50		\$7,558		\$0	\$7,558	
Site Visits (5 visits)		\$0	20	\$3,936	20	\$2,637		\$0		\$0		\$0		\$0	40	\$100	\$6,673		\$0	\$6,673	
Subtotal	0	\$0	66	\$12,989	60	\$7,910	12	\$1,766	0	\$0	0	\$0	10	\$1,000	148	\$300	\$23,966	\$0	\$0	\$23,966	
Task 3 - Public Outreach & Coordination																					
Property Owner Coordination		\$0	14	\$2,755		\$0		\$0	60	\$5,568		\$0		\$0	74		\$8,323		\$0	\$8,323	
Resolving conflicts with Property Owners		\$0	24	\$4,723		\$0		\$0	60	\$5,568		\$0		\$0	84	\$200	\$10,491		\$0	\$10,491	
Prepare Door Hangers (200 copies)		\$0	2	\$394		\$0		\$0	8	\$742		\$0	4	\$400	14	\$300	\$1,836		\$0	\$1,836	
Subtotal	0	\$0	40	\$7,872	0	\$0	0	\$0	128	\$11,878	0	\$0	4	\$400	172	\$500	\$20,650	\$0	\$0	\$20,650	
Task 4 - Landscape Architectural Services																					
Landscape Architectural Services (\$150/hr)		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$10,000	\$10,000	
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$10,000	\$10,000	
Task 5 - Post Construction Services																					
Construction Record Drawings (26 dwgs)		\$0	12	\$2,362		\$0	60	\$8,832		\$0		\$0		\$0	72	\$1,000	\$12,194		\$0	\$12,194	
Subtotal	0	\$0	12	\$2,362	0	\$0	60	\$8,832	0	\$0	0	\$0	0	\$0	72	\$1,000	\$12,194	\$0	\$0	\$12,194	
Task 7 - Project Management & Administration																					
Coordinate & Manage Design Team	4	\$943	4	\$787		\$0		\$0		\$0		\$0		\$0	8		\$1,731		\$0	\$1,731	
Coordinate with Subconsultants and the District		\$0	8	\$1,574		\$0		\$0		\$0		\$0		\$0	8		\$1,574		\$0	\$1,574	
Monthly Invoices & Status Reports (7 months)		\$0	8	\$1,574		\$0		\$0		\$0	8	\$837		\$0	16		\$2,412		\$0	\$2,412	
Communication and Coordination w/ District		\$0	20	\$3,936		\$0		\$0		\$0		\$0		\$0	20		\$3,936		\$0	\$3,936	
Management Reserve		\$0		\$0		\$0		\$0		\$0		\$0		\$0			\$10,000		\$0	\$10,000	
Subtotal	4	\$943	40	\$7,872	0	\$0	0	\$0	0	\$0	8	\$837	0	\$0	52	\$0	\$19,652	\$0	\$0	\$19,652	
Total Budget	4	\$943	161	\$31,685	60	\$7,910	72	\$10,598	128	\$11,878	8	\$837	14	\$1,400	447	\$1,800	\$77,052	\$43,491	\$57,840	\$134,893	

Exhibit C
2015 Schedule of Charges



Billing Title	Hourly Billing Rates
Principal Engineer	\$190 - \$235
Principal Structural Engineer	\$190 - \$215
Sr. Structural Engineer	\$175 - \$190
Senior Engineer	\$145 - \$190
Project Engineer	\$114 - \$145
Staff Engineer	\$85 - \$100
Engineering Technician*	\$50 - \$85
Planning Manager	\$110 - \$150
Senior Planner	\$90 - \$110
Planner	\$75 - \$90
GIS Specialist*	\$95 - \$100
Sr. Field Inspector*	\$100- \$140
Field Inspector & Building Inspectors*	\$80 - \$100
CAD Manager*	\$125 - \$150
Draftsperson*	\$90 - \$110
Project Administrator*	\$85 - \$130
Project Assistant/Word Processor*	\$60 - \$85
Building Code Compliance Review	\$90 - \$210

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, 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, 2015 through December 31, 2015, and will be adjusted thereafter.

Exhibit C
Schedule of Non-Labor Charges
January 1, 2015

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
Telecommunication, Faxes, Standard U.S. Mail, Mobile Phones, Internet Access and Hardware	No Charge if 3% Comm. Chg. Included	Cost + 10%
Express Mail & Courier		Cost + 10%
Special Fees, Insurance, Permits, and Licenses		Cost + 10%
Software & Equipment		Cost + 10%



AMENDMENT #3

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

BHC Consultants, LLC, will incur additional costs as described in their Scope of Work for Phase III Construction Services dated July 30, 2015 (Exhibits A, B and C), incorporated herein by this reference, relating to Project 13-1A Angle Lake AC Water Main Replacement.

The current contract amount is **\$1,104,370.00**. The estimated cost for the additional services is **\$134,893.00**. The revised contract amount is **\$1,239,263.00**. 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

BHC CONSULTANTS, LLC

By: _____
Matt Everett

By: _____
Ronald A. Dorn, P.E.

Title: General Manager

Title: Director of Engineering

Date: _____

Date: _____

Agenda Item No.: 5.1
Agenda Date: 08/05/15
Reviewed By: M.E./AD

Subject: Authorize Amendment #3 – BHC Consultants, LLC - Contract #12-60-03
Project 13-1A Angle Lake AC Water Main Replacement

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>Estimated Amount:</i>		\$	<u>134,893.00</u> Excludes sales tax

ATTACHMENTS:

1. Resolution 15-8-5A
2. Attachment-1:
 - Exhibit A: BHC Consultants, LLC - 7/30/15 - Scope of Work for Phase III Construction Services
 - Exhibit B: BHC Consultants, LLC - 7/30/15 - Budget
 - Exhibit C: BHC Consultants, LLC - 2015 Schedule of Charges
3. Attachment-2:
 - Amendment #3

COMMENTS:

BHC Consultants, LLC submitted a proposal for additional costs relating to Phase III Construction Services for Project 13-1A Angle Lake AC Water Main Replacement.

The General Manager and District Engineer have reviewed the 7/30/15 Scope of Phase III Construction Services from BHC Consultants, LLC and recommend approval of this resolution.