

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 17-3-15B**

**RESOLUTION AUTHORIZING CONSULTANT AGREEMENT #17-60-09 WITH MURRAY SMITH & ASSOCIATES, INC. (MSA) FOR THE DESIGN OF PROJECT 17-3 12TH PL S/13TH AVE S AC WATER MAIN REPLACEMENT**

**WHEREAS**, the City of SeaTac plans to overlay 12th Pl S and 13th Ave S between S 200th St and S 207th St, this summer; and

**WHEREAS**, at the 3/1/17 Board Meeting, the District Engineer recommended to the Board to upgrade and replace approximately 4,500 LF of undersized/aging water main in conjunction with the City of SeaTac's project; and

**WHEREAS**, the City and the District desire to work together for the mutual and overall benefit of the road improvements project and the water facility replacement/relocation work to achieve cost savings and benefits in the public's interest; and

**WHEREAS**, District staff reviewed the Statement of Qualifications from engineering firms on the 2017 Municipal Research Services Center (MRSC) Consultant Roster; and

**WHEREAS**, the District selected Murray Smith & Associates, Inc. to provide a scope of services for the consulting engineering services necessary for the proposed water main replacement; and


**WHEREAS**, the District's Engineer and General Manager have reviewed the scope of services from Murray Smith & Associates, Inc. and recommend approval of this resolution.

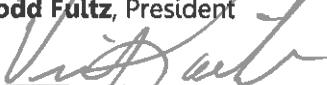
**NOW, THEREFORE, BE IT RESOLVED:**

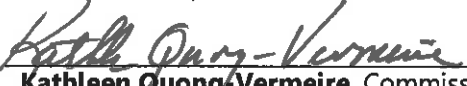
1. The General Manager or designee is authorized to enter into Contract #17-60-09 (referenced as Attachment 1 and incorporated herein by this reference) with Murray Smith & Associates, Inc. for a not-to-exceed amount of \$79,657.00 for Project 17-3 12th Pl S/13th Ave S AC Water Main Replacement.
2. The General Manager and/or the District's Legal Counsel are authorized to make minor changes to the agreement if required.


**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **15th** day of **March 2017**.

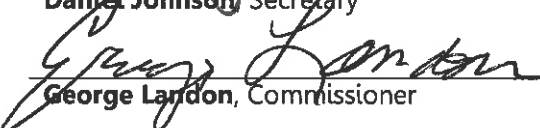
**BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Todd Fultz, President

  
\_\_\_\_\_  
Vince Koester, Commissioner

  
\_\_\_\_\_  
Kathleen Quong-Vermeire, Commissioner

  
\_\_\_\_\_  
Daniel Johnson, Secretary

  
\_\_\_\_\_  
George Landon, Commissioner

## 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 **MURRAY, SMITH & ASSOCIATES, 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: **17-3 12th Pl S/13th Ave S AC Water Main Replacement** ("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 Seventy Nine Thousand Six Hundred Fifty Seven and 00/100 Dollars (\$79,657.00). 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 performance under this Agreement, except to the extent any injuries or damages caused by the 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. 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.
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:

To the District:

Highline Water District  
23828 30th Ave. S.  
Kent, WA 98032

Attn: Matt Everett, General Manager

To the Consultant:

Murray, Smith & Associates, Inc.  
601 Union Street, Suite 622  
Seattle, WA 98101

Attn: Jeff Kreshel, P.E.

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").

**MURRAY, SMITH & ASSOCIATES, INC.**  
("Consultant")

By \_\_\_\_\_  
Typed Name Jeff Kreshel, P.E.  
Its Principal Engineer  
Dated \_\_\_\_\_

**HIGHLINE WATER DISTRICT**  
("District")

By \_\_\_\_\_  
Typed Name Matt Everett  
Its General Manager  
Dated \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**HIGHLINE WATER DISTRICT**  
**17-3 2017 AC WATER MAIN REPLACEMENT PROJECT**

**Project Background and Approach**

Murray, Smith & Associates, Inc. (MSA) was retained by the Highline Water District (District) to provide engineering services for the 17-3 2017 AC Water Main Replacement project as identified by the District. The water main replacement project is located along 12th Place S. and 13th Avenue S. between S 200th Street and S 207th Street and includes the replacement and upsizing of approximately 4,500 feet of existing 4- to 6- inch diameter water main with new 8-inch ductile iron water main and appurtenances.

MSA has developed the following scope of services and accompanying fee estimate based on our understanding of the project and discussions with District staff. This scope includes preliminary design, final design, and support services on an as-needed basis to assist the District during bidding and construction of the project. The District (or the City of Des SeaTac) will be responsible for all necessary permitting, potholing, easement acquisition, bidding and construction management.

**Scope of Services**

***Task 101 - Project Management***

Provide for management of the project and coordination with the project team. Elements of this task will include:

- 101.1 Project Status Reporting – Report status of work activities, data needs and issues requiring District input through e-mails and phone calls to District Project Manager.
- 101.2 Staff Management – Manage project staff to ensure all services are in conformance with the scope of services, budget, and schedule.
- 101.3 Invoices and Budget Oversight – Monitor project costs and manage budget and billing tasks, including preparation and submission of monthly invoices and progress reports.
- 101.4 Quality Assurance/Quality Control (QA/QC) –Manage and coordinate in-house quality assurance reviews of all deliverables.

*MSA Deliverables:*

- E-mail project status reports.
- Correspondence, e-mails and other documentation.
- Monthly invoices and progress reports.

*District Responsibilities:*

- Review project status reports, invoices, and schedule and provide comments to MSA.

*Assumptions:*

- Anticipated notice to proceed will be on or about March 15, 2017.
- Design services will be completed according to the schedule contained in this scope.
- Subconsultants are not included with this project.

***Task 102 - Project Coordination***

Provide for project coordination with District staff. Elements of this task will include:

- 102.1 Kick-off Meeting – Prepare for and conduct project kick-off meeting with District staff and key team members to discuss project, review project schedule and discuss key elements of the project. Prepare a meeting agenda and summary.
- 102.2 Correspondence and Coordination with District - All communication will be coordinated through the District's Project Manager. Correspondence with the District Project Manager via phone conversations and e-mail will include the communication of project decisions, project status, work activities, and issues requiring District input.
- 102.3 50 percent Review and Site Visit with District Staff – Prepare for and attend 50 percent design review meeting to discuss final design for the project. Following review meeting, meet with District staff in the field to review the water main alignments, storm system improvements, and pavement restoration considerations.

*MSA Deliverables:*

- E-mail summaries of coordination discussions.

*District Responsibilities:*

- Coordinate with design team and attend kick-off meeting.



- At the kick-off meeting, identify storm system improvements (if any), fire hydrants to remain, and provide a list of water services (on the form supplied by MSA) for the project.
- Attend a site visit with MSA staff and provide input on design requirements.

*Assumptions:*

- One (1) kick-off meeting will be attended by up to two MSA team members.
- One (1) 50 percent review and site visit will be attended by up to two MSA team members.
- Coordination time beyond meetings will be accounted for in other tasks.

***Task 201 - Data Collection and Review***

Collect and review project-related information and data. Elements of this task will include:

201.1 Data Request List – Coordinate with District on data needs and availability of data. Prepare a list of data needed for the project, submit list to the District during project kick-off, and coordinate with the District during the data collection process.

201.2 Review Data and Information – Review data and information provided by the District and extract relevant information for the project. This will include existing survey base mapping, record drawings, previous studies or reports, GIS, aerial photographs, construction photos, and other data related to the project sites.

*MSA Deliverables:*

- Electronic copies of formal “Data Request”.

*District Responsibilities:*

- Provide all available documentation for District facilities, as requested.
- Provide survey base mapping for the project area.
- District crews to perform potholing as determined on an as-needed basis.

*Assumptions:*

- A single (1) data request will be developed and submitted to the District.

- Survey base mapping provided by the District is accurate and has sufficient detail to support the design of the proposed improvements.

### ***Task 202 - Preliminary Design***

This task will include coordination with District staff and development of preliminary plans to the approximately 50 percent design completion level as described below.

- 202.1 Plans (50 percent Design Completion Level) – Using the project information developed in the previous tasks, prepare preliminary design drawings to the 50 percent design completion level. Preliminary drawings will show plan views and major project elements. Drawings will be developed at 1-inch = 20-foot scale in AutoCAD electronic format. The drawings will be prepared and submitted to the District for review and comment.
- 202.2 Engineer’s Opinion of Probable Construction Cost – A preliminary engineer’s opinion of probable construction cost, to 50 percent design completion level, will be developed and include a schedule of estimated quantities, unit prices, and total preliminary construction cost.

### ***MSA Deliverables:***

- 50 percent preliminary plans, at half size (11x17), will be prepared and submitted to the District in electronic format (PDF) for review and comment.
- Engineer’s Opinion of Probable Construction Cost in electronic format (PDF) for review and comment.

### ***District Responsibilities:***

- Complete review of the preliminary design drawings, engineer’s opinion of probable construction cost and all supporting documentation with one compiled written set of comments.

### ***Assumptions:***

- The survey base map provided by the City (via the District) will be used to develop the preliminary design.
- A single (1) plan set and engineer’s opinion of probable construction cost will be developed under this task.
- District and/or City will provide information on storm system improvements (if any). Design of storm system improvements is not part of this scope of services.

- Fire hydrants to remain, and District will provide a list of water services for the project at the kick-off meeting.
- District review period is assumed to be 1 week.
- Only one (1) set of review comments will be received from the District.
- Technical specifications will not be prepared as part of the preliminary design efforts.
- The District has determined geotechnical services are not necessary for the project based on known suitable soil conditions for the project site.
- City to provide direction on desired pavement patch requirements and/or other restoration requirements. For the purpose of developing this scope and fee estimate, restoration will involve a pavement trench patch.

### ***Task 203 – Final Design***

This task will include coordination with District staff and development of final plans for the project based on comments from the District’s review of the preliminary design. Final design plans will be presented at the 90 percent completion level for review by the District. Final bid ready plans will incorporate all prior review comments and will be suitable for bidding. Elements of this task will include:

#### **203.1 Plans, Technical Specifications, and Estimate (PS&E) - 90 percent Design Completion Level.**

- Preliminary design drawings (50 percent design completion level) will be revised and further developed to incorporate comments from the District’s review of the preliminary design. Develop design plans to approximately the 90 percent design completion level.
- MSA will prepare technical specifications and appendices to support the design and to be included in the project Contract Documents (assumed to be prepared by others – City). Specifications will be prepared based on the District’s standard special provisions to the most current WSDOT Standard Specifications.
- The engineer’s opinion of probable construction cost (50 percent design completion level) will be revised per the design revisions and will include a schedule of estimated quantities, unit prices, and total construction cost. Develop engineer’s opinion of probable construction cost estimate to approximately the 90 percent design completion level.
- Submit 90 percent design package, including near complete plan set, technical specifications, and engineer’s opinion of probable construction cost, to the District

for review and comment. District comments will be consolidated and provide electronically to MSA.

### 203.2 Final Bid Ready Plans, Technical Specifications and Estimate

- The 90 percent design package will be revised to incorporate comments from the District's review of the 90 percent design. Develop design plans, technical specifications and engineer's opinion of probable construction cost that are ready for bidding. Revise bid proposal quantities to reflect a bid-ready design package.
- Submit stamped and signed bid-ready Contract Documents to District for distribution.

#### *MSA Deliverables:*

- 90 percent plans at half size (11x17), technical specifications and engineer's opinion of probable construction cost will be prepared and submitted to the District in electronic format (PDF and Word) for review and comment.
- Final stamped design plans at half size (11x17) and full size (22x34), specifications, and engineer's opinion of probable construction cost will be prepared and submitted to the District in electronic format (PDF and Word).

#### *District Responsibilities:*

- Complete technical review of the documents at 90 percent design completion level with written comments.
- Prepare and provide electronic files, and periodic updates, of text, forms, schedules and other components of the District's current Standard Supplemental Special Provisions (technical specifications).
- District to provide AutoCAD drawings of standard details to be incorporated into the Contract Plans.
- District to coordinate and submit bid-ready contract documents with City; and the City will in turn advertise in Builders Exchange, SolicitBid, or similar service.

#### *Assumptions:*

- The survey base map provided by the City (via the District) will be used to further develop final design.

- District (or City) will provide information on storm system improvements (if any), fire hydrants to remain, and a list of water services for the project at the kick-off meeting.
- MSA shall apply a Washington Professional Engineer's stamp with signature and date on the final bid-ready edition of the design plans and technical specifications.
- District (or City) will be responsible for preparing permits, easements, and coordinating project elements with key stakeholders, including franchise utilities and public as affected by the project.
- District review period is assumed to be 1 week.
- Review comments will be received in a complete, single submittal. Multiple rounds of review comments on the same design completion submittal are not anticipated.
- No Critical Areas Study, environmental documentation, or other permitting required.
- Design plans are anticipated to include up to 16 sheets as indicated in the preliminary drawing list included with this scope of work.
- District standard details will be included in the Contract Plans, not in the Contract Provision Appendices.

***Task 204 – Assistance During Bid Period (Limited)***

Under this task, assistance will be provided to the District during the project bidding and award process for the project. MSA will provide typical services on an as-needed basis as outlined below:

- 204.1 Bidder Inquiries – With direction from the District, respond to questions from bidders, subcontractors, equipment suppliers and other vendors regarding the project plans and specifications. Maintain a written record of communications during bidding process.
- 204.2 Addendum – Assist the District in the preparation of an addendum as necessary to clarify the contract documents.

***MSA Deliverables:***

- Written responses to bidder's questions as required.
- Addendum as required for the District to distribute to the City/plan holders.

*District Responsibilities:*

- The District (or City) will be responsible for tasks associated with printing bid documents, document distribution, bid advertisement, addenda distribution, plan holder administration, bid evaluation, bid tabulation, etc.

*Assumptions:*

- MSA’s support services during bidding will be performed up to the extent of the fee estimate, unless otherwise approved in advance by the District through a budget amendment.
- Up to three (3) responses to bidder inquiries will be prepared.
- Up to one (1) addendum will be prepared for the District.

**Preliminary Estimated Schedule**

MSA shall begin work immediately upon receipt of Notice to Proceed from the District. Work shall proceed according to the preliminary estimated schedule presented below, which reflects the District’s desire to complete all preliminary design work by the end of May 2017. MSA will proceed according to the work program shown below, however the schedule may change due to factors beyond MSA’s control, such as additional time required for District review, etc.

Notice to Proceed	March 2017
Data Collection	March 2017
50% Draft PS&E/Submittal	April 2017
90% Draft PS&E/Submittal	April/May 2017
100% PS&E/Bid-Ready Documents	May 2017
Bidding and Award	June 2017
Construction	July – August 2017

**Preliminary Drawing List**

Sheet	Drawing	Name
1	G1	Title Sheet, Vicinity Maps and Drawing Index
2	G2	Abbreviations, Symbols, Legend, and General Notes
3-4	G3, G4	Temporary Erosion and Sediment Control Plan & Notes
5-10	W1-W6	Water Plans (*no profiles)
11	W7	Water Service Schedule
12-13	W8, W9	District Standard Water Details
14	WD10	Miscellaneous Details
15-16	TC1, TC2	Traffic Control Plan & Notes

# EXHIBIT B

## 17-3 2017 AC Water Main Replacement Project Highline Water District

### PROPOSED FEE ESTIMATE

Task / Description	ESTIMATED FEES										
	Principal Engineer V	Principal Engineer IV	Professional Engineer V	Professional Engineer IV	Administrative	Hours	Labour	Subcontractors	Subcontractor Total	Payment	Total
Task 101 - Project Management											
Task 101.1 - Project Status Reporting						4	\$ 888		\$ -	\$ 10	\$ 898
Task 101.2 - Staff Management	2					8	\$ 1,788		\$ -	\$ 40	\$ 1,828
Task 101.3 - Invoices and Budget Oversight	6				4	8	\$ 1,264		\$ -	\$ 25	\$ 1,289
Task 101.4 - Quality Assurance/Quality Control	8				6	6	\$ 1,368		\$ -	\$ 10	\$ 1,378
<b>Task 101 Subtotal</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>26</b>	<b>\$ 5,308</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 85</b>	<b>\$ 5,393</b>
Task 102 - Project Coordination											
Task 102.1 - Kick-off Meeting	4				1	9	\$ 1,474		\$ -	\$ 35	\$ 1,509
Task 102.2 - Correspondence and Coordination with District	8				2	18	\$ 2,948		\$ -	\$ 20	\$ 2,968
Task 102.3 - 50% Review and Site Visit with District Staff	6				1	13	\$ 2,164		\$ -	\$ 45	\$ 2,209
<b>Task 102 Subtotal</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>40</b>	<b>\$ 6,586</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100</b>	<b>\$ 6,686</b>
Task 201 - Data Collection and Review											
Task 201.1 - Data Request List	1					5	\$ 714		\$ -	\$ 10	\$ 724
Task 201.2 - Review Data and Information	1					13	\$ 1,702		\$ -	\$ 82	\$ 1,784
<b>Task 201 Subtotal</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>\$ 2,416</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 92</b>	<b>\$ 2,508</b>
Task 202 - Preliminary Design											
Task 202.1 - Plans (50% Design Completion Level)	16					94	\$ 13,378		\$ -	\$ 870	\$ 14,248
Task 202.2 - Engineer's Opinion of Probable Construction Cost	4					12	\$ 1,872		\$ -	\$ 10	\$ 1,882
<b>Task 202 Subtotal</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>106</b>	<b>\$ 15,250</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 880</b>	<b>\$ 16,130</b>
Task 203 - Final Design											
Task 203.1 - Plans, Tech. Specifications & Estimate (PS&E) - 90%	28					200	\$ 27,722		\$ -	\$ 1,640	\$ 29,362
Task 203.2 - Final Bid Ready Plans, Tech. Specifications & Estimate	18					122	\$ 16,970		\$ -	\$ 1,150	\$ 18,120
<b>Task 203 Subtotal</b>	<b>46</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>322</b>	<b>\$ 44,692</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,790</b>	<b>\$ 47,482</b>
Task 204 - Assistance During Bid Period (Limited)											
Task 204.1 - Bidder Inquiries	1					5	\$ 714		\$ -	\$ 10	\$ 724
Task 204.2 - Addendum	2					10	\$ 1,428		\$ -	\$ 30	\$ 1,458
<b>Task 204 Subtotal</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>\$ 2,142</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 40</b>	<b>\$ 2,182</b>
<b>TOTAL ALL TASKS</b>	<b>107</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>527</b>	<b>\$ 73,080</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,977</b>	<b>\$ 75,057</b>



## EXHIBIT C

### 2017 Schedule of Charges

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#### Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2017 to December 31, 2017. After this period, the rates are subject to adjustment.

Administrative	\$83.00 - \$102.00
Technicians	\$95.00 - \$136.00
Engineering Designers	\$123.00 - \$145.00
Professional Engineers	\$140.00 - \$190.00
Principal Engineers	\$198.00 - \$236.00

#### Project Expenses:

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

#### Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost plus 10 percent to cover administration and overhead.



**Agenda Item No.:** 5.2  
**Agenda Date:** 03/15/17  
**Reviewed By:** M.E.

Subject: Resolution authorizing design contract 17-60-09 with Murray Smith & Associates, Inc. (MSA) for Project 17-3 12th Pl S/13 Ave S AC Water Main Replacement

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input checked="" type="checkbox"/>
<i>Engineering/Operations</i>	<input 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"/>
Amount: \$ <u>79,657.00</u>			

**ATTACHMENTS:**

1. Resolution 17-3-15B
2. Attachment 1 – Consultant Agreement #17-60-09 w/Exhibits A, B and C

**COMMENTS:**

District staff reviewed the Statement of Qualifications from engineering firms on the 2017 Municipal Research Services Center (MRSC) Consultant Roster. The District selected Murray Smith & Associates, Inc. (MSA) to provide engineering design services for the water main replacement work.

The proposed project will replace approximately 4,500 LF of undersized/aging water main.

The District’s Engineer and General Manager have reviewed the scope of work and budget submitted by Murray Smith & Associates, Inc. (MSA) and recommend approval of this resolution.