

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 20-3-24A

RESOLUTION AUTHORIZING AMENDMENT #3 TO CONTRACT #19-60-06 WITH MURRAYSMITH, INC. FOR ADDITIONAL ENGINEERING SERVICES RELATING TO PROJECT 19-1 2019 AC WATER MAIN REPLACEMENT (NORTH HILL)

WHEREAS, the District requested Murraysmith, Inc. submit a Scope of Services and Fee Estimate proposal for Project Management, Construction Support Services and Unanticipated Services; and

WHEREAS, the General Manager and District Engineer reviewed the March 2020 Scope of Services and Fee Estimate submitted by Murraysmith, Inc. and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners approves Amendment #3 for a not to exceed amount of \$91,170.00 to Contract 19-60-06 with Murraysmith, Inc.
2. The General Manager or Designee is authorized to execute Amendment #3 (referenced as Attachment-1 and incorporated herein) for Project 19-1 2019 AC Water Main Replacement (North Hill).
3. The General Manager and/or the District's legal counsel are authorized to make minor changes to the Amendment if required.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District King County, Washington, at an open public meeting held on this **24th** day of **March 2020**.

BOARD OF COMMISSIONERS



Vince Koester, President



Todd Fultz, Secretary



Daniel Johnson, Commissioner

Polly Daigle, Commissioner



Kathleen Quong-Vermeire, Commissioner



**AMENDMENT #3
CONSULTANT AGREEMENT FOR SERVICES
MURRAYSMITH, INC. – CONTRACT # 19-60-06
PROJECT 19-1 2019 AC WATER MAIN REPLACEMENT (NORTH HILL)**

Murraysmith, Inc. has requested the following additional compensation to amend the original contract for engineering services (**Exhibit A and Attachment A** incorporated herein).

TASK 101	PROJECT MANAGEMENT	\$ 11,986.00
TASK 201	CONSTRUCTION SUPPORT SERVICES	\$ 74,184.00
TASK 300	UNANTICIPATED SERVICES	\$ 5,000.00
	Contract Revision Total	\$ 91,170.00
	Previous Contract Amount	\$ 243,276.00
	Revised Contract Amount	\$ 334,446.00

Murraysmith, Inc. will undertake the above-referenced additional work on a time-and-expense basis. The estimated cost for these additional services is \$91,170.00. The previous contract amount was \$243,276.00. The revised contract amount is \$334,446.00. The same standard general terms and conditions will apply as agreed to in Contract #19-60-06 dated 3/11/19.

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

HIGHLINE WATER DISTRICT

MURRAYSMITH, INC.

By: _____
Matt Everett
Title: General Manager
Date: _____

By: _____
Jeff Kreshel, PE
Title: Principal Engineer
Date: _____

EXHIBIT A

SCOPE OF SERVICES 19-1 2019 AC WATER MAIN REPLACEMENT PROJECT CONSTRUCTION SUPPORT SERVICES HIGHLINE WATER DISTRICT

Statement of Understanding

This scope of services has been separated into three primary tasks for simplicity and is described in detail below.

Scope of Services

The scope of services for this Work is to provide construction support services for the 19-1 2019 AC Water Main Replacement project. This project includes the installation of approximately 10,000 feet of 8-inch ductile iron water main replacement, 1,000 feet of 8-inch PVC sewer main improvements and 2-inch full-width grind and overlay. The work is located within multiple residential streets within the City of Des Moines, Washington. The water main is owned and operated by Highline Water District (HWD); the sewer main is owned and operated by Midway Sewer District (MSD); and the roadway restoration improvements are within the City of Des Moines (City) jurisdiction. Although the Contractor will be entering into an agreement with HWD only, HWD, MSD, and the City are partnering on this project. Murraysmith will provide construction support services under contract with HWD as it relates to the infrastructure improvements for all three agencies (Owners), unless otherwise specified.

Task 101 - Project Management

Murraysmith will organize, manage, and coordinate the services required to provide the identified construction support services. Murraysmith will be expected to coordinate its work with efforts performed by Owner's staff. Murraysmith will provide project management and contract administration support services. The following subtasks are anticipated.

- 101.1 Correspondence and coordination with HWD project manager and Owner's staff associated with these services.
- 101.2 Monthly reports, invoices, and schedule updates – Prepare invoicing and monthly reports to include work completed, costs incurred, budget status, amendments, project schedule, and all issues that may result in an increase in Total Price.

- 101.3 Coordination with teaming partner(s) (materials testing subcontractor/laboratory) in the implementation of construction support services.
- 101.4 Assist HWD in coordination of project work with private residents and Contractor. Provide reporting/documents for HWD's use with Contractor.

Assumptions

- Overall duration of construction contract time is anticipated to be an approximately one hundred and fifty (150) calendar day period.
- HWD will serve as the liaison between the Contractor, MSD, City and private residents and provide Murraysmith with information as necessary

Deliverables

- Meeting agenda and notes, draft and final
- Monthly invoices and progress reports

Task 201 – Construction Support Services

Murraysmith is to provide construction support services necessary to assist HWD during construction for the 19-1 2019 AC Water Main Replacement project. The following subtasks are anticipated.

- 201.1 Program Set-Up/Management – Work under this subtask includes the set-up of systems and processes to communicate, share files, review documents, and coordinate overall construction management services between the Owners, Murraysmith, and Contractor throughout the duration of the Contract for construction. Project documentation and information will follow that prescribed by HWD. A project file will be compiled into an electronic MS Office/Adobe compatible format deliverable to HWD.
- 201.2 Preconstruction Conference – Murraysmith to prepare an agenda and invitation list for a preconstruction conference and coordinate with the Owners, permitting agencies, and other stakeholders regarding the conference details. Murraysmith will lead the preconstruction conference, prepare a written conference summary and distribute the summary to all conference attendees.
- 201.3 Schedules – Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Murraysmith, including the Overall Progress Schedule, Schedule of Submittals, and Schedule of Values. Murraysmith shall provide up to two (2) schedule reviews under this task. Review of weekly schedules is included in the Construction Meetings duties in paragraph 201.4.

- 201.4 Construction Meetings/Site Visits – Murraysmith will conduct construction meetings at a location to be determined on a regular basis, approximately semi-monthly. The purpose of these meetings is to identify any potential field problems and other issues regarding the project as well as to review the project progress versus the project schedule. A brief site visit will be made concurrent with the construction meeting. For the purpose of developing this scope of work, up to seven (7) meetings are anticipated. Attendance at construction meetings/site visits will be combined with other tasks to maximize the efficiency of Murraysmith’s work program.
- 201.5 Additional Site Visits – Conduct periodic, additional visits to the site as warranted by the progression of work or as requested by the Owners. For the purpose of developing this scope of work, one (1) additional site visit is anticipated per every other month, on average, through the duration of construction, up to two (2) visits total. As noted in the previous subtask, site visits will be combined with other tasks to maximize the efficiency of Murraysmith’s work program.
- 201.6 Submittal Reviews – Review construction submittals and substitution requests for conformance with project documents. For the purpose of developing this scope of work, it is anticipated that there will be approximately fifteen (15) technical and administrative submittals reviewed by Murraysmith and approximately 33% of the submittals will require a follow up submittal and additional review up to the hours shown in the Fee Estimate. Technical submittals reviewed are related to roadway improvement work only. Murraysmith will coordinate closely with the Owners on maintaining an up to date submittal log.
- 201.7 Request for Information (RFI) – Assist with issuing clarifications to the construction Contractor for roadway improvement work only. It is assumed that Murraysmith will draft up to four (4) requests for information/clarification for the City to review prior to distribution to the Contractor and the time spent by Murraysmith will be up to the hours shown in the Fee Estimate. Murraysmith will coordinate closely with HWD on maintaining an up to date RFI log.
- 201.8 Defective Work – Recommend to City that Contractor’s work be rejected while it is in progress if, on the basis of Murraysmith’s observations of the roadway improvement work only, Murraysmith believes that the work will not produce a completed roadway improvement construction that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed roadway improvement construction as a functioning whole as indicated in the Contract Documents. For the purpose of developing this scope of work, it is anticipated that there will be up to two (2) instances of defective work and the time spent by Murraysmith will be up to the hours shown in the Fee Estimate. Murraysmith will coordinate closely with the Owners on maintaining an up to date defective work log.

201.9 Materials Testing – Murraysmith shall provide for a materials testing subcontractor/laboratory for performing quality assurance testing for compaction of the backfill and overlay pavement during project construction.

- Recommend and provide construction materials testing for the compaction testing of the backfill and new overlay pavement, when concerns arise about the quality of work, accuracy of Contractor provided tests, or representation of prior tests.
- An allowance has been established to provide the services of a materials testing subcontractor/laboratory. See Attachment A for details.

201.10 Substantial Completion/Punch List – Project will require maintaining service to Owners' customers. This may require elements of the project to be substantially complete and functional such that the Owners have full and unrestricted use of the utilities and roadway. Murraysmith will assist the Owners with a review of specific project elements and assist in preparation of a "punch list" of work items remaining to achieve substantial completion. Assist HWD in issuing notice of substantial completion.

201.11 Final Completion/Close-Out – In company with HWD, MSD, City, and Contractor representatives, Murraysmith shall participate in a final inspection of roadway improvements to determine if the completed work of Contractor is acceptable so that HWD may recommend, in writing, final payment to Contractor. Murraysmith shall inventory all required submittals, certificates, warranties, and other documentation for support and recommend final payment. For the purpose of developing this scope of work, it is anticipated that there will be only one onsite final inspection and the time spent by Murraysmith will be up to the hours shown in the Fee Estimate.

201.12 Resident Project Representative for City (RPR) – Murraysmith shall provide the services of a Resident Project Representative (RPR) for the roadway improvements portion of construction only. Roadway improvements construction is anticipated to be seven (7) calendar days and normal 8-hour workday period. The responsibilities, authority, and limitations of the RPR are limited to those of Engineer in accordance with the Contract Documents. These services may include:

- Review of work in progress to assist in determining if the work is in general proceeding in accordance with the Contract Documents.
 - Inform HWD whenever RPR believes that any Work is defective. Advise HWD when: RPR believes that any Work will not produce complete roadway improvements that conform generally to the Contract Documents, or will prejudice the integrity of the design concept of the roadway improvements as a functioning whole as indicated in the Contract Documents, or whenever RPR believes Work should be uncovered for observation or requires special testing, inspection, or approval.

- Provide construction observation of roadway improvements and inform HWD of daily observation.
- Furnish HWD periodic reports of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Submittal submissions.
- Inform HWD when clarifications and interpretations of the Contract Documents are needed and recommend clarifications and interpretations as issued to HWD.
- Maintain informal record drawings and review Contractor's as-built records as required in the Contract Documents.
- Assist HWD in the determining if the work is proceeding in accordance with applicable permits and permit conditions. Inform HWD whenever RPR believes that any Work is not in conformance with permit conditions.

201.13 Record Drawings - Prepare record drawings based on as-built information provided by Contractor, HWD representative, and MSD representative and provide to Owners three (3) sets of permanent record drawings. Murraysmith shall also provide record drawings to Owners in digital format on CD-ROM in AutoCAD format.

Assumptions

- HWD is the Owners' representative, "Engineer" and will execute the contract and coordinate with Murraysmith as necessary
- Murraysmith is the Design Engineer and will assist HWD with construction administration support services as requested by HWD
- Murraysmith will not be onsite full-time during construction; instead, Murraysmith will be providing part-time construction support services as described in this Scope of Services.
- HWD and MSD will be responsible for the following tasks related to water main and sewer main construction respectively.
 - Issue direction to the Contractor in the field for minor changes and inform Murraysmith of changes if necessary
 - Review and respond to all technical submittals and RFIs.
 - Resident project representative responsibilities
 - Confirmation of quantities for pay items
 - Time and materials information for any request for change order

- Observation for special testing, inspection, or approval
- Provide punch list of work items for substantial and final completion.
- Resident project representatives will participate in the final inspection and determine if the completed work of Contractor is acceptable.
- Review the Contractor's as-built records.
- Alert Murraysmith if defective work is observed.
- HWD will review and process all pay requests and request for change orders
- HWD will take the lead on the following roadway improvement related tasks and will coordinate with Murraysmith's RPR as necessary: schedule, submittal, RFI reviews, meetings, coordination of special inspections and testing, start-up, testing and training, substantial and final completion, and project close-out.
- HWD will coordinate with the Contractor in order to provide all necessary project certifications, drawings, and any other required information to Department of Health and/or any other permitting authority regarding completion of the work in accordance with approved permits for the project.
- Murraysmith will review and respond to all administrative submittals as well as technical submittals and RFIs related to the roadway portion of the work only.
- Overall duration of construction contract is anticipated to be equivalent to approximately one hundred fifty (150) calendar days and normal 8-hour workday period. No night or weekend work is anticipated.

Deliverables

- Pre-construction meeting notes, draft and final
- Reviews and recommendations, when appropriate, for submittals and request for information related to the roadway improvements only
- On-site observation reports during roadway improvement construction only
- Material testing reports
- Record drawings, three hard copies, and three digital copies in AutoCAD format.
- Punch List and other documentation to support substantial completion and final completion/project close-out related to pavement overlay

Task 300 – Unanticipated Services

This task will include additional labor or expenses that are not anticipated or specifically identified in the scope of work tasks defined previously. Such work items will be undertaken only after written authorization from HWD.

19-1 2019 AC Water Main Replacement Project
 Construction Support Services
 Highline Water District
 Proposed Fee Estimate

	LABOR CLASSIFICATION (HOURS)						Estimated Fees								
	Principal Engineer IV	Professional Engineer V	Engineering Designer III	Admin. II	Admin. I	Technician IV	Hours	Labor	Subconsultants	Subconsultant Multiplier	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	GIS Units \$50/hr	Total
	\$260 Kreshel	\$181 Asafo	\$165 Ogden	\$110 Peters	\$99 Wall	\$165 Williams, B			Otto Rosenau						
Task 101 - Project Management															
Task 101.1 - Correspondence and Coordination	4	10	8				22	\$ 4,170		1.1	\$ -	\$ -	\$ -	\$ -	\$ 4,170
Task 101.2 - Monthly Reports, Invoices and Schedule Updates	2	6	8	4			20	\$ 3,366		1.1	\$ -	\$ -	\$ -	\$ -	\$ 3,366
Task 101.3 - Coordination with Teaming Partner(s) Assist HWD in coordination of project work with private residents and		6	8				14	\$ 2,406		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,406
Task 101.4 - Contractor		4	8				12	\$ 2,044		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,044
Task 101 Subtotal	6	26	32	4	0	0	68	\$ 11,986	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 11,986
Task 201 - Construction Support Services															
Task 201.1 - Program Set-Up/Management		2	4		2		8	\$ 1,220		1.1	\$ -	\$ -	\$ -	\$ -	\$ 1,220
Task 201.2 - Preconstruction Conference		4	6		2		12	\$ 1,912		1.1	\$ -	\$ 40	\$ -	\$ -	\$ 1,952
Task 201.3 - Schedules	2	4	6				12	\$ 2,234		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,234
Task 201.4 - Construction Meetings/Site Visits		28	28				56	\$ 9,688		1.1	\$ -	\$ 120	\$ -	\$ -	\$ 9,808
Task 201.5 - Additional Site Visits		8	8				16	\$ 2,768		1.1	\$ -	\$ 80	\$ -	\$ -	\$ 2,848
Task 201.6 - Submittal Reviews		16	30				46	\$ 7,846		1.1	\$ -	\$ -	\$ -	\$ -	\$ 7,846
Task 201.7 - Request for information (RFI)		4	8				12	\$ 2,044		1.1	\$ -	\$ -	\$ -	\$ -	\$ 2,044
Task 201.8 - Defective Work		2	4				6	\$ 1,022		1.1	\$ -	\$ -	\$ -	\$ -	\$ 1,022
Task 201.9 - Materials Testing		2	4				6	\$ 1,022	\$ 21,573	1.1	\$ 23,731	\$ -	\$ -	\$ -	\$ 24,753
Task 201.10 - Substantial Completion/Punch List		2	4				6	\$ 1,022		1.1	\$ -	\$ 40	\$ -	\$ -	\$ 1,062
Task 201.11 - Final Completion/Close-Out		8	12				20	\$ 3,428		1.1	\$ -	\$ 40	\$ -	\$ -	\$ 3,468
Task 201.12 - Resident Project Representative for City (RPR)			56				56	\$ 9,240		1.1	\$ -	\$ 280	\$ -	\$ -	\$ 9,520
Task 201.13 - Record Drawings		2	6			15	23	\$ 3,827		1.1	\$ -	\$ 2,310	\$ 270	\$ -	\$ 6,407
Task 201 Subtotal	2	82	176	0	4	15	279	\$ 47,273	\$ 21,573		\$ 23,731	\$ 2,910	\$ 270	\$ -	\$ 74,183
Task 300 - Unanticipated Services								\$ 5,000		1.1	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Task 300 Subtotal	0	0	0	0	0	0	0	\$ 5,000	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 5,000
TOTAL - ALL TASKS	8	108	208	4	4	15	347	\$ 64,259	\$ 21,573		\$ 23,731	\$ 2,910	\$ 270	\$ -	\$ 91,169



OTTO ROSENAU & ASSOCIATES, INC.

Geotechnical Engineering, Construction Inspection & Materials Testing

6747 M. L. King Jr. Way South, Seattle, Washington 98118-3216 USA
Tel: (206) 725-4600 • Toll Free: (888) OTTO-4-US • Fax: (206) 723-2221
WBE W2F5913684 • WABO Registered Agency • Website: www.ottorosenau.com

January 8, 2020
Proposal No.: 20-0002-2R

Shelby Asato
Murraysmith
600 University Street, Suite 300
Seattle, WA 98101

**Re: Construction Inspection and Materials Testing Services
North Hill AC Water Main Replacement & Sewer Utility Improvements
Various Residential Streets - Des Moines, WA**

Dear Ms. Asato:

Otto Rosenau & Associates, Inc. (ORA) is pleased to provide you and your firm with this updated proposal to provide inspection and materials testing services in support of the referenced project. This proposal presents a project description, scope of work, and proposed fee.

PROJECT DESCRIPTION: The project involves replacement and improvements to the North Hill AC Water Main.

SCOPE OF WORK: Based on our understanding of your project, the anticipated scope of work for the testing and inspection services includes soils and asphalt compaction.

ORA proposes to provide appropriately licensed and qualified engineers or inspectors to perform the inspection and testing tasks. The results of field tests and inspections will be communicated to the owner's and contractor's representative as soon as practical. Items that do not conform to the project specifications will be logged and tracked until corrective action is completed. Handwritten reports will be prepared and left on-site after each inspection. Typewritten reports will be distributed to the appropriate project team members and jurisdiction.

PROPOSED FEE: Otto Rosenau and Associates, Inc. propose to provide the above described services on a unit fee basis where we will charge only for the services we perform. Our unit fees are presented on the attached Fee Schedule.

Based on our review of the project drawings and specifications dated September 2019 and on our past experience on similar projects, we suggest a budget of **\$21,573.48** be established for the inspection and testing services. The actual total fee for inspection and testing services is dependent on the efficiency, performance, and schedule of the general contractor, subcontractors, and material suppliers.

Thank you for this opportunity to work with you on your project.

Very truly yours,
OTTO ROSENAU & ASSOCIATES, INC.

Judi Rosenau-Payseno
President

Otto Rosenau & Associates, Incorporated
Geotechnical Engineering, Construction Inspection & Materials Testing

Murraysmith
North Hill AC Water Main Replacement & Sewer Utility Improvements
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ESTIMATED BUDGET

Description of Services	Quantity	Unit	Fee	Extension
Sub-Grade / Aggregate Testing				
Soils Compaction Testing <i>- Assumes 44 inspection trips and 7 sample pick-up trips</i>	146	Hr	\$78.00	\$11,388.00
Soil Grain Size Distribution (Sieve Analysis; D422)	7	Ea	\$103.00	\$721.00
Soil Moisture-Density Relationship (Proctor; D1557)	5	Ea	\$206.00	\$1,030.00
Soil Fracture Face Count (T335; one each per 2,000 tons)	3	Ea	\$45.00	\$135.00
Soil Sand Equivalent (T176/D2419; one each per 2,000 tons)	3	Ea	\$131.00	\$393.00
Hot Mix Asphalt (HMA)				
Asphalt Compaction Testing <i>- Assumes 4 inspection trips and 6 sample pick-up trips</i>	48	Hr	\$78.00	\$3,744.00
Asphalt Rice Density (D6307/WSDOT T-209)	6	Ea	\$97.00	\$582.00
Asphalt Oil Content by Ignition with Gradation	6	Ea	\$213.00	\$1,278.00
Asphalt Fracture Face Count (T335; one each per 2,000 tons)	3	Ea	\$45.00	\$135.00
Asphalt Sand Equivalent (T176/D2419; one each per 2,000 tons)	3	Ea	\$131.00	\$393.00
Uncompacted Void Content of Fine Aggregate (T304; one each per 2,000 tons)	3	Ea	\$200.00	\$600.00
Administrative				
Associated Mileage (<i>Portal to Portal</i>) <i>- Assumes 61 trips x 26 miles/round-trip</i>	1,586	Mile	\$0.68	\$1,078.48
Final Inspection/ Review/ Report	1	Hr	\$96.00	\$96.00
Project Management (<i>Report Review, Inspector Supervision</i>)	12	Hr		No Charge
Administrative (<i>Report Typing and Distribution</i>)	12	Hr		No Charge
Total Estimated Budget:				\$21,573.48

Notes:

- 1) The plans have not been finalized and a construction schedule is not available; the above estimated budget is based upon assumptions and should be reviewed when the final documents are available.
- 2) Estimated by Craig Bechtold with the following assumptions:
 - a. Compaction testing frequency based on 1,000 LF of sewer main pipe installed and 10,000 LF of water main pipe installed, testing every 300 LF per detail 14/SS-3 of Midway Sewer District Standard Detail; it is assumed that the testing frequency is the same for both the water and sewer main installation.
- 44 compaction test trips @ 3 hours/trip and 7 soil sample pick up trips @ 2 hours/trip = 146 hours
 - b. Estimated 5200 tons of asphalt ; assumes sampling is 1 sample every 1,000 tons
- 4 compaction test trips @ 9 hours/trip and 6 asphalt sample pick up trips @ 2 hours/trip = 48 hours
 - c. Estimated 6500 tons of CSTC to be used as pipe zone bedding for both water and sewer, including backfill for water line per detail 1/W-16 of Murraysmith drawings, based on minimum trench width and cover requirements.

Otto Rosenau & Associates, Incorporated
Geotechnical Engineering, Construction Inspection & Materials Testing

Murraysmith
North Hill AC Water Main Replacement & Sewer Utility Improvements
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FEE SCHEDULE

Description of Services	Unit	Fee
I. Labor (Personnel) Rates:		
Administrative Staff – Standard Report Typing & Distribution	Hour	No Charge
Project Manager – Standard Report Review & Inspector Supervision	Hour	No Charge
Project Manager – Attend Meetings, Consultation, etc. (If Required)	Hour	\$96.00
Geotechnical Engineer (P.E.)	Hour	\$150.00
Geologist	Hour	\$108.00
Engineering Technician	Hour	\$96.00
Soils/Asphalt Compaction Testing Technician	Hour	\$78.00
Special Inspector: a) Reinforced Concrete (Includes Reinforcing Steel) b) Prestressed Concrete c) Shotcrete d) Reinforced Masonry e) Proprietary Anchors – Epoxy, Expansion Anchors, etc. f) Lateral Framing – Nailing, Straps, etc. g) Miscellaneous – Spray-Applied Fireproofing, Seismic Ties, etc.	Hour	\$73.00
Structural Steel and Welding Inspector	Hour	\$78.00
Nondestructive Testing Technician (UT/MT/PT)	Hour	\$83.00
Certified Welding Inspector/ Consultant (American Welding Society – CWI)	Hour	\$83.00
Pull Testing Technician (2-Man Crew)	Hour	\$170.00
II. Laboratory (Materials) Testing:		
Soil Grain Size Distribution – Sieve Analysis (D422)	Each	\$103.00
Soil Moisture-Density Relationship – Proctor (D1557)	Each	\$206.00
Asphalt Oil Content by Ignition with Gradation	Each	\$213.00
Asphalt Rice Density (D2041/ WSDOT T-209)	Each	\$97.00
Compressive Strength Test – Concrete Cylinders/ Grout/ Mortar (C39/C109/C1019)	Each	\$19.00
Fireproofing Density Specimens (E605)	Each	\$76.00
Fireproofing Cohesion/Adhesion Tests (E736)	Each	\$33.00
Masonry Prisms/ Concrete Masonry Units (C1314)	Each	\$108.00
Shotcrete Test Panel (Includes 4 Cores; C1140)	Each	\$210.00
Sawcutting of Test Specimens	Each	\$6.00
III. Miscellaneous/Reimbursable Expenses:		
Associated Mileage (Portal to Portal)	Mile	\$0.68
Project Associated Reimbursable Items (e.g. Parking Fees, Consumable Safety Gear, Cure Box, Temperature Recording Device, Subcontractor Services, etc.)	Lot	Cost + 15%
Final Inspection/ Review/ Report	Hour	\$96.00

Note: Additional services are available, and will be provided upon request, at our published rates and fees.

Otto Rosenau & Associates, Incorporated
Geotechnical Engineering, Construction Inspection & Materials Testing

Murraysmith
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TERMS

- 1) Regular work hours for ORA personnel are an eight-hour shift between 6:00 am and 6:00 pm Monday through Friday, except for holidays. The holidays recognized are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. In the event the holiday falls on a Saturday, the preceding Friday will be observed, and in the event the holiday falls on a Sunday, the observance is recognized on Monday.
- 2) For work on Saturdays, in excess of eight hours Monday through Friday, or for work performed before 6:00 am or after 6:00 pm, a premium rate of 1.5 times the regular rate will be charged. For work on Sundays, holidays, holiday weekend, in excess of eight hours on Saturdays, and in excess of twelve hours Monday through Friday, a premium rate of 2.0 times the regular rate will be charged. All services are portal to portal from ORA's facility.
- 3) There shall be a three-hour minimum charge per trip during regular work hours, a four-hour minimum charge per trip for weekend and holiday, and an eight-hour minimum charge per trip for night shifts and out of town shifts. The applicable labor rate will apply depending upon the day/shift demand. Late cancellations (less than 3 business hours' notice for day shift or 24 hours' notice for night shift) will be charged 50% of the minimum charge at the applicable rate.
- 4) Test samples may be required to remain on the jobsite undisturbed for 24 to 48 hours as per the codes, standards, or specifications and will be picked up as designated. All samples, including hold samples, tested or not, shall be charged at the published rate. The Client will be invoiced portal to portal at the applicable labor rate. Laboratory rush samples will be invoiced at 1.5 times the standard test rate.
- 5) Concrete test specimens will be made according to ASTM C31 with the exception of sections 10.1.2 and 12.1.5. These items refer to initial curing of the samples. If the Client would like the samples cured in accordance to these sections, arrangements can be made (applicable fees apply) to provide a cure box/tank, temperature recorders, etc.
- 6) Asphalt content of asphalt mixture by ignition method will be performed according to ASTM D6307 with the exception of sections 10.9 and 13.16. These sections refer to the mathematical calculation of asphalt content with oven calibration factor. Oven calibration factor will not be tested and will be included in the calculation with a value of zero '0'. If the client would like the samples calculated in accordance to these sections, arrangements can be made (applicable fees apply) to perform the applicable oven calibration factor.
- 7) The Client agrees that the labor rates quoted shall be increased annually in proportion to the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.
- 8) As a professional services firm, ORA is not typically subject to prevailing wage agreements; however, should our services be subject to prevailing wage rates under state law, this proposal is null and void.
- 9) Client shall be invoiced once each month for work performed during the preceding month. ORA accepts the following methods of payment: cash, check, or credit card (Visa or MasterCard). Client agrees to pay each invoice within 30 days of the date rendered. A service charge of one-and-a-half percent per month will be added to all delinquent accounts. Invoices not paid within 60 days may result in ORA stopping Work until such invoices rendered are paid in full. Where legal action, including assertion of lien rights, becomes necessary to obtain payment for services provided, Client agrees to pay all collection costs, including any and all attorney's fees.
- 10) Whenever applicable and unless stated in our fee schedule, estimated budgets do not include overtime hours, re-inspections or re-tests of deficiencies, or services provided beyond our original scope. Our actual total fee will be determined on a unit-fee basis wherein we will charge only for work performed. The construction schedule and the performance of the general contractor, sub-contractors, and material suppliers will directly impact our actual total fee.
- 11) If additional insured status is required by written contract, only those parties that we are actually doing work for directly would be eligible for coverage as an additional insured on our policy.

Agenda Item No.: 5.1
Agenda Date: 03/24/20
Reviewed By: JSD

Subject: Authorize Amendment #3 – Murraysmith, Inc. - Contract #19-60-06
Project 19-1 2019 AC Water Main Replacement (North Hill)

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>91,170.00</u>		
<small>Excludes sales tax</small>						

ATTACHMENTS:

1. Resolution 20-3-24A
2. Attachment - 1: Amendment #3

COMMENTS:

The District requested Murraysmith, Inc. submit a Scope of Services and Fee Estimate proposal for additional engineering services.

The General Manager and District Engineer have reviewed the March 2020 Scope of Services and Fee Estimate and recommend approval of this resolution.