

**KING COUNTY WATER DISTRICT NO 90  
KING COUNTY, WASHINGTON  
RESOLUTION NO. 978**

**A RESOLUTION** of the Board of Commissioners of King County Water District No. 90, King County, Washington, granting a contract to OMEGA CONTRACTORS for the contract commonly referred to as Contract No. 2014-1, Well No. 3.

**WHEREAS**, the District has heretofore complied with the legal requirements for publication of bids for Contract No. 2014-1, Well No. 3; and

**WHEREAS**, OMEGA CONTRACTORS was the lowest responsible bidder upon the plans and specifications for and in said bid; and

**WHEREAS**, the contract is not in excess of the cost of the material or work;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 90:**

SECTION 1: That the contract for the project known as Contract No. 2014-1, WELL NO. 3 is hereby granted to OMEGA CONTRACTORS pursuant to the provisions and conditions of the contract on file in the District office and by this reference made a part hereof, and included in said contract all references made therein and incorporated thereby.

SECTION 2: That the manager of the District is hereby instructed to return all checks, cash, and bid bonds heretofore submitted by bidders on this project.

SECTION 3: That the Board of Commissioners unanimously affirm the signing

and execution of that certain contract denoted on file in the District office.

The provisions of this Resolution and award of contract set forth herein shall be effective as of August 19, 2014.

**ADOPTED** by the Board of Commissioners of King County Water District No. 90 on the 19<sup>th</sup> day of August, 2014.

Ann Lucia 8/19/14

By D M 8/19/14

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**Stantec Consulting Services Inc.**  
11130 NE 33rd Place, Suite 200  
Bellevue WA 98004-1465  
Tel: (425) 869-9448  
Fax: (425) 869-1190

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August 14, 2014  
File: 2002003030

**Attention: Board of Commissioners, KCWD90**  
via email

Honorable Board Members,

**Reference: Contract 2014-1, Well No. 3**

Bids for the District's advertised project, Contract No. 2014-13, were received in the District office at 3:00 pm on August 13, 2014 and opened in the presence of Commissioners Murgatroyd, Gidner, Tom Hoffman and Darcey Peterson. A total of two bids were received.

The bids were \$207,835 and \$252,735. The Engineer's Estimate was \$258,169. The low bid was from Omega Contractors, Inc. Their bid amount was \$207,835 plus sales tax for a total construction contract amount for budgeting of \$225,708.80. There were no apparent errors in their bid. Both bids were under the Engineer's estimate.

Based on our review of the bid, reference checks, and previous experience in working with the low bidder in the past, we recommend that the District award the referenced contract to Omega Contractors.

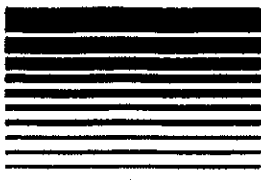
Regards,

**STANTEC CONSULTING SERVICES INC.**

Laurie Fulton  
Principal, Water  
Phone: (425) 289-7344  
laurie.fulton@stantec.com

Attachment: Bid Tabulation

c. Tom Hoffman, General Manager  
Darcey Peterson, Assistant Manager  
Jack Leininger, District Attorney



# OTTO ROSENAU & ASSOCIATES, INC.

Geotechnical Engineering, Construction Inspection & Materials Testing

6747 M. L. King 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

July 7, 2014

Proposal No.: 14-0498

Thomas Hoffman  
King County Water District No. 90  
15606 SE 128<sup>th</sup> Street  
Renton, WA 98059

**Re: Construction Inspection and Materials Testing Services  
SE 149<sup>th</sup> Street Water Main Replacement (Contract No. 2013-1)  
SE 149<sup>th</sup> Street and 171<sup>st</sup> Avenue SE  
Renton, WA 98059**

Dear Mr. Hoffman:

Otto Rosenau & Associates, Inc. (ORA) is pleased to provide you and your organization with this proposal to provide special inspection and materials testing services in support of the referenced project. This proposal presents a project description, scope of work, and proposed fee. All work will be performed in accordance with the attached Terms, Definitions, and General Conditions.

**PROJECT DESCRIPTION:** The project involves compaction testing for trench backfill and permanent hot mix asphalt (HMA) paving.

**SCOPE OF WORK:** The architect, civil engineer, structural engineer, and applicable building codes dictate which elements of the project require inspection or testing. Based on our understanding of your project, the anticipated scope of work for the testing and inspection services include, but are not limited to, the following items:

- Soils compaction
- 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 and on our past experience on similar projects, we suggest a budget of **\$6,532.00** 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.

King County Water District No. 90  
 SE 149th Street Water Main Replacement (Contract No. 2013-1)  
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**ESTIMATED BUDGET**

Description of Services	Quantity	Unit	Fee	Extension
Soils Compaction Testing ( <i>assumes approximately 4,070 lineal feet of pipe; assumes 1 site visit/every 200 lineal feet</i> ) <i>- Assumes 20 inspection trips and 1 sample pick-up trip</i>	62	Hr	\$63.00	\$3,906.00
Soil Grain Size Distribution (Sieve Analysis; D422)	2	Ea	\$83.00	\$166.00
Soil Moisture-Density Relationship (Proctor; D1557)	2	Ea	\$165.00	\$330.00
Asphalt Compaction Testing ( <i>permanent HMA patching</i> ) <i>- Assumes 2 inspection trips and 2 sample pick-up trips</i>	18	Hr	\$63.00	\$1,134.00
Asphalt Rice Density (D6307/ WSDOT T-209)	2	Ea	\$77.00	\$154.00
Asphalt Oil Content by Ignition with Gradation	2	Ea	\$170.00	\$340.00
Associated Mileage (Portal to Portal) <i>- Assumes 25 trips x 25 miles/round-trip</i>	625	Mile	\$0.68	\$425.00
Final Inspection/Review/Report	1	Hr	\$77.00	\$77.00
Project Management ( <i>report review, inspector supervision</i> )	6.25	Hr		No Charge
Administrative ( <i>report typing and distribution</i> )	6.25	Hr		No Charge
<b>Total Estimated Budget:</b>				<b>\$6,532.00</b>

**Notes:**

- 1) The above rates reflect a 10% discount.
- 2) Additional services are available, and will be provided upon request, at our published rates and fees.

## **TERMS, DEFINITIONS, AND GENERAL CONDITIONS**

### **1. Scope of Work**

Otto Rosenau and Associates, Inc. (herein "ORA") is performing inspection, materials testing, geotechnical engineering, or other services performed by ORA as described in its proposal accepted by Client, (herein the "Work"), which shall be subject to these Terms, Definitions, and General Conditions. The Client accepts sole responsibility for determining whether the quantity and nature of the Work ordered by Client is adequate and sufficient for Client's needs.

### **2. Notification of Work and Access to Site**

Advance notification for inspection and testing services is the responsibility of the Client and/or its representative. Inspection or testing services should be requested as far in advance as practical (preferably a minimum of two business days notification). The Client shall arrange and provide safe access to the site as required for ORA to perform the Work.

### **3. Schedule of Work**

ORA's Work will be accomplished in a timely, workmanlike manner by ORA or its subcontractor at the prices or fees quoted. If ORA is required to delay commencement of the Work or if it is required to stop or interrupt the progress of its Work as a result of changes in scope requested for any reason by the Client, interruptions in the progress of construction, or causes beyond the control of ORA, additional charges may be applicable and payable by the Client.

### **4. Estimated Budgets**

Whenever applicable and unless stated in our fee schedule, estimated budgets do not include overtime hours, re-inspections or retests 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.

### **5. Hours of Operation**

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.

### **6. Labor Rates and Minimum Charge**

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, 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.

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. 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.

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result thereof agree that the maximum aggregate amount of liability of ORA and its officers, employees, and agents shall be limited to the total amount of the fee paid to ORA for its Work.

ORA may engage the services of other contractors/consultants on behalf of Client for the provision of professional services. ORA shall be held harmless, and assumes no liability, for the services of said contractor/consultant. As such, ORA shall be held harmless from any claim which may arise out of the actions of the contractor/consultant.

#### **11. Insurance**

ORA is covered by General/Professional Liability Insurance for bodily injury and property damage arising directly from our negligent acts or omissions. If Client requires additional coverage beyond our limits, ORA will obtain additional insurance to the limits the Client requests at the Client's expense.

#### **12. Provisions**

Client agrees it will not engage or employ any employees of ORA for a minimum of two years after completion of ORA services for this project.

A fuel surcharge will apply if average price of regular unleaded fuel exceeds \$3.50 per gallon.

The ordering of work from ORA or use of any reports or information provided by ORA shall constitute acceptance of the terms of ORA's proposal and these terms and conditions.

All quotations are based upon standard non-overtime hourly rates. Unless otherwise agreed, this proposal terminates in 90 calendar days from the date of issue unless accepted in writing within said 90 days.

Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of test.

ORA may dispose of project inspection files after a period of ten years. Client may request in writing to extend the file retention period or obtain custody in lieu of disposal, subject to mutual agreement upon a retention/custody agreement, including fees to be paid ORA.

#### **13. Entire Agreement**

This agreement constitutes the entire understanding of the parties and there are no representations, warranties or understandings made other than those as set forth herein. This agreement may be modified only in writing, signed by each of the parties. No work can be performed prior to written acceptance of this proposal.