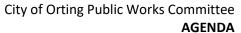
#### **Committee Members**

Councilmember Chris Moore
Councilmember John Williams
City Administrator Scott Larson
City Clerk Kim Agfalvi
Executive Asst. Danielle Charchenko
Capital Projects Manager John Bielka
Finance Director Gretchen Russo
Engineer JC Hungerford
Admin Asst. Laura Hinds
Records Organizer Alison Williams
Building Official Tim Lincoln





Wednesday, May 3, 2023 – 2:30 p.m.
Public Works Operations Facility, Conference Rm, 900 Rocky Rd NE

- ➤ Call Meeting to Order, Roll Call
- > Approval of Minutes
- Public Comment & Presentations

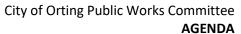
#### **DEPARTMENT REPORTS**

Est. Time Action

1.	ENGINEERING Updates- JC Hungerford 1.1		
2.	PROJECT MANAGEMENT – John Bielka	Min	
	<b>2.1</b> Pedestrian Bridge Update & Potential Grants	20	
	2.2 Aktivov - GIS & Intern Update		
	<b>2.3</b> WRRF – Update on CPARB Process		
	<b>2.4</b> ADA Transition		
	2.5 Pavement Management Plan		
	2.6 WCIA Risk Mitigation Grant		
	2.7 WSDOT Fish Passage		
	2.8 I&I Sewer Reline		
	NEW BUSINESS		
	2.9 Wingate Water Rights – Contract Order		
	2.10 AC Watermain Replacement RFP		
3.	PUBLIC WORKS – Steve Daskam		
	<b>3.1</b> Well #1 Filter Media Update	10 Min	
	3.2 Well #4 Rebuilding Valves		
	NEW BUSINESS –		
	<b>3.3</b> Backflow Testing Services Bid		
	<b>3.4</b> Generator Maintenance Services Bid		
	<b>3.5</b> Triangle Park Tree Removal Update		
	<b>3.6</b> Gator Damaged / Repair or Replace options		
	<b>3.7</b> Water System Presentation		
	3.8 SCADA Presentation		

#### **Committee Members**

Councilmember Chris Moore
Councilmember John Williams
City Administrator Scott Larson
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Engineer JC Hungerford
Admin Asst. Laura Hinds
Records Organizer Alison Williams
Building Official Tim Lincoln





5. COUNCIL – CM Williams & CM Moore Min	4. FINANCE – Gretchen Russo 4.1	Min	

**REQUEST FOR NEW BUSINESS** 

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**ROUND TABLE** 

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**MEETING SUMMARY** 

**ADJOURN** 



## **PUBLIC WORKS AGENDA REPORT REQUEST**

Old Business	DEPARTMENT:_	Project Management
Topic	Summary	Time Needed
Pedestrian Bridge	Update	
Topic	Summary	Time Needed
Aktivov GIS & Intern	Update	
Topic	Summary	Time Needed
WRRF Project	Update	
Topic	Summary	Time Needed
ADA Transition Plan	Update	
Topic	Summary	Time Needed
Pavement Management Plan	Update	
Topic	Summary	Time Needed
WCIA Risk Mgmt Grant	Sidewalk Improvement	
Topic	Summary	Time Needed
WSDOT Fish Passage	Project Update	
Topic	Summary	Time Needed
I&I Sewer Reline Project	Update	
		·

# City of Orting Public Works Committee Agenda Request For Meeting of May 3, 2023



## **New Business**

Topic	Summary	Time Needed
Wingate Water Rights	RFP attached – for changing water rights to well field	

Topic	Summary	Time Needed
AC Water Main	Proposal attached from Parametrix for Design	
Replacement		



## SCOPE OF WORK

## City of Orting 2023 Asbestos Cement (AC) Water Main Replacement

#### PROJECT OVERVIEW

The City of Orting (City) will be abandoning and replacing existing asbestos cement (AC) pipe in the water main system and upsizing existing AC water mains to accommodate future demand. New 8" ductile iron (DI) water mains will be designed along the following alignment:

Schedule A: River Ave NE & Calistoga St E to Bridge St SE & River Ave SE (~1,030 LF)

#### SCHEDULE

The bid documents will be complete by June 2023, and public bids are anticipated to be opened by August 2023. A 2-week bid duration is assumed.

#### PHASE 1 - WATER MAIN DESIGN

#### Task 1 - Project Management and QA/QC

#### Goal

To provide continuous tracking of the Project schedule and budget, Project quality assurance and control, and to provide status of deliverables to ensure that the Project is executed as expected by the City.

#### **Assumptions**

Following are the assumptions for Task 1:

- A 3-month Project schedule is assumed.
- Two meetings at the City of Orting Public Works Center are included in the budget. These meetings may be virtual if agreed upon.
- No construction management or construction observation will be provided in this scope. An additional scope and budget will be provided if the City deems construction assistance necessary.

#### **Deliverables**

Following are the deliverables for Task 1:

- Miscellaneous correspondence to document Project management issues.
- Monthly progress reports and invoices.
- Meeting agendas.

• Meeting notes, if applicable.

#### Task 2 – Survey

#### Goal

To prepare a topographic survey base map of existing conditions and improvements within the above-described Project limits for use in preparing detailed design plans.

#### Approach

Using record information and existing monuments, Parametrix surveyors will establish horizontal and vertical control throughout the proposed corridors. Mapping will consist of locating existing improvements and ground conditions within the above-described right-of-way. Parcel lines and right-of-way limits will be based upon the applicable public records. Ground features including tops and toes, breaks, edge of pavement, and ditches will be mapped at sufficient detail to create 1-foot contours. Structures such as fences, driveways, overhead utilities, and other physical visible improvements will be mapped. An underground utility locate firm will be hired to mark buried utilities such as gas, water, power, telephone, and TV cable, if such utilities have a conductible source or tracer lines attached. Sanitary and storm structures will be opened and measurements will be made identifying size, type, and invert elevation of incoming and outgoing pipes. Once the field work has been completed, a survey technician will process the data and prepare a base map using AutoCAD Civil 3D, Release 2020.

Survey limits will be the following segments:

- Schedule A: River Ave NE & Calistoga St E to Bridge St SE & River Ave SE (~1,030 LF)
- Schedule B: Train St SE from River Ave SE to Mill Ave SE (~460 LF eastbound from the tee at River Ave SE)
- Schedule C: Corrin Ave SE from Harman Way S and southeasterly to the dead end of Corrin Ave SE
   (~1,050 LF)

#### **Assumptions**

Following are the assumptions for Task 2:

- Title reports will not be ordered for this work; boundary information will be based upon recorded information researched by the Thurston County Auditor.
- Property corners will not be set nor will a Record of Survey be prepared.
- The Project limits will be contained within existing public rights-of-way.
- Horizontal Datum: NAD 83/11 Washington State Plane Coordinate System, South Zone adjusted to WSRN network
- Vertical Datum: NAVD 1988 per WSRN network.

#### Deliverable

Following are the deliverables for Task 2:

• Topographic base map prepared in AutoCAD Civil 3D format.

#### Task 3 – 30 Percent Design

#### Goal

To prepare plans to approximately a 30 percent completion level and prepare an associated opinion of probable cost.

#### **Approach**

Parametrix will complete a preliminary design based on the field survey and the applicable design guidelines. The City will review the submitted documents and provide comments and direction for incorporation into the Final Plans, Specifications, and Estimate.

<u>30 Percent Plans</u>: The Plans are assumed to include three (1) roll plot at 20-inch scale to show the water main replacement limits.

<u>Opinion of Probable Cost</u>: Parametrix will prepare an opinion of cost based on estimate quantities and costs for lump-sum items as determined by the 30 Percent Plans. The opinion of probable cost will have three bid schedules defined by limits stated in the Project Overview.

<u>Utility Coordination</u>: Parametrix staff will meet once either on-site or at City Hall to review the utility conflicts with the utility companies that provide service in the Project limits. The coordination meeting may be virtual if deemed sufficient.

#### **Assumptions**

Following are the assumptions for Task 3:

- All plans will be prepared in AutoCAD 2020 Civil 3D format.
- All design elements will be in accordance with the current City of Orting Development Standards and the Department of Ecology 2019 Stormwater Management and Site Development Manual.
- This project is categorically exempt from SEPA.

#### **Deliverables**

Following are the deliverables for Task 3:

Digital copy of 20-inch scale roll plot plans and engineer's estimate of probable cost.

#### Task 4 – 90 Percent Design

#### Goal

To prepare a contract form and proposal, contract supplemental and general provisions, technical provisions, and contract plans to approximately a 90 percent completion level and an associated opinion of probable cost.

#### Approach

Parametrix will incorporate the City's comments from the 30 percent review into a 90 percent submittal for review by the City.

<u>Review Meetings and Coordination</u>: Parametrix will meet with the City to review the 30 Percent Submittal. At this meeting, the City will provide comments to incorporate into the 90 percent design.

The 90 Percent Plans are assumed to include:

•	Total:	9 Sheets
•	Water Details	2 Sheets
•	Water Plan and Profile	3 Sheets
•	Horizontal Control Plan	1 Sheet
•	Typical Sections	1 Sheet
•	Cover Sheet, Legend and Notes	2 Sheets

#### **Assumptions**

Following are the assumptions for Task 4:

- The contract and technical specifications will be prepared using the City's template and will follow the 2023 WSDOT Standard Specifications format.
- Parametrix will include three bid schedules for the three water main alignments, their construction and all associated restoration work.
- The City will prepare all supporting documentation and conduct all public outreach efforts to the affected property owners.

#### **Deliverables**

Following are the deliverables for Task 4:

• Three copies of half-size (11-inch by 17-inch) 90 Percent Plans, Contract Documents, and Engineer's estimate of probable cost.

#### Task 5 - Final PS&E

#### Goal

To prepare final contract bidding documents for advertisement by the City including a contract form and proposal, contract supplemental and general provisions, technical provisions, and contract plans. Parametrix will also prepare a final opinion of cost that may be used by the City for bid tabulation.

#### Approach

Parametrix will complete final plans, specifications, and an opinion of cost based on the City's comments following review of the preliminary design deliverables and applicable design guidelines.

<u>Review Meetings and Coordination</u>: Parametrix will meet with the City Project Manager assigned to the Project to review the intent of the plans and contract documents to ensure that the City's Project Manager is informed of the work to be completed and how the work is to be measured and paid. During this meeting, the City will also provide the 90 percent review comments (Plans and Contract Documents) for incorporation into the final design.

#### **Assumptions**

Following are the assumptions for Task 5:

- The City will be responsible for the administration of the bidding process.
- The City will complete all environmental documentation and coordination, as appropriate, with outside agencies such as Department of Archeology and Historic Preservation and Department of Ecology.

#### **Deliverables**

Following are the deliverables for Task 5:

- Three copies of half-size (11-inch by 17-inch) final Plans, Contract Documents, and Engineer's estimate of probable cost.
- Final engineer's estimate of probable cost with three bid schedules in MS Excel format.
- Two copies of full-size (22-inch by 34-inch) final plans.
- Electronic copy of all final deliverables in respective native format(s).
- CAD files of Final Design

Client: City of Orting

Project: 2023 AC Water Main Replacement - Design Services

					Surve	ying									
			Justin Emery	Steven N. Sharpe	Joshua M. Kelly	Jordan Ford	Lauretha L. Ruffin	Whitney Printz	JCHungerford	Michael Dang	M. Younis Mahmoodi	John Betzvog	April D. Whittaker	Amanda B. Lucas	Jessica M. Pickner
		Rates:	\$195.00 Survey Supervisor	Technical Lead	Surveyor III	S120.00	50.00 Sr. Project Controls Specialist	00.00 Project Coordinator	Sr Consultant	. F Engineer	\$150.00	00 Designer IV	So Sr Project Control Specialist	Publications Supervisor	Sr Project Accountant
Task	Description	Labor Dollars	\$155.00	\$145.00	Ç140.00	\$120.00	\$130.00	\$120.00	\$220.00	Ş213.00	\$130.00	\$105.00	\$150.00	Ş1 <del>4</del> 5.00	\$135.00
01	Project Management & QA/QC	\$2,770.00							10				2		2
02	Survey	\$32,420.00	24	80	60	60	2	2							
03	30% Design	\$4,860.00								8	16	4			
04	90% Design	\$10,180.00								12	32	12		4	
05	Final PS&E	\$4,130.00						_		4	6	8	4	2	
	Labor Totals:	\$54,360.00	24	80	60	60	2	2	10	24	54	24	6	6	2
	Totals:	\$54,360.00	\$4,680.00	\$11,600.00	\$8,400.00	\$7,200.00	\$300.00	\$240.00	\$2,200.00	\$5,160.00	\$8,100.00	\$4,440.00	\$900.00	\$870.00	\$270.00

Subconsultants

Utilities Locating Subconsultant APS	\$6,006.00
Subconsultants Total:	\$6,006.00
Other Direct Expenses	
Mileage - \$0.655/mile	\$65.50
Survey Equipment (\$160/Use)	\$800.00
Other Direct Evnences Total:	\$865.50

**Project Total** 

\$61,231.50



## **Contract Order**

Client: City of Orting, Att: John Bielka

PO Box 489 Orting WA 98360 **Date:** April 3, 2023

Contract No.: 1

**Project No.:** 230156

Project Name: City of Orting

**Subject:** Water Right Support – Wingate Springs

Description of Work	Cost
Aspect Consulting LLC (Aspect) understands the City of Orting (City) is exploring options for how it utilized Wingate Springs and needs assistance with the water right permitting element of the project. Wingate is one of the City's multiple municipal supply sources and the City is currently authorized to divert 269 gpm and 434 acre-feet per year from the source.	Time and Materials \$18,400
As an alternative to conveying water from Wingate into the City's main service area, the City would like to increase its legal authorization to withdraw water from its primary wellfield. The project site is situated with the Puyallup/Carbon River Watershed (designated as WRIA 10), and while new water is not available to appropriate without mitigation, the Department of Ecology (Ecology) is generally flexible in finding municipal water purveyors alternative mechanisms to exercise their existing water rights. In the case of Wingate, Aspect recommends the City pursue a new water right authorization to operate the wellfield that is leveraged by the Wingate authorization but provides source flexibility. Under our proposal, the City will retain the right to use Wingate albeit on a more limited basis in exchange for the ability to increase pumping from the wellfield.	
The following tasks have been proposed to support completion of the water right permitting process, and issuance of a new non-additive water right permit:	
Task 1 - Water Right Permitting/Cost Reimbursement The first step in the permitting process in the preparation of new water right application, followed by having that application processed via the State's Streamlined Cost Reimbursement Agreement (CRA). CRA's are Ecology's pay-for-service program, and the standard mechanism to have pending applications processed in a timely manner.	Task 1 \$15,800
In a Streamlined CRA, the applicant enters into a service contract with Ecology to compensate the State for its oversight of the water right permitting process. These fees are in addition to the contract between the water right applicant and the consultant (Aspect) that is tasked with preparing the recommendations <sup>1</sup> .	

<sup>&</sup>lt;sup>1</sup> Ecology CRA Fees are generally \$5,000, and are not included in this scope of work

WASHINGTON: Bainbridge Island | Bellingham | Olympia | Seattle | Wenatchee | Yakima

**OREGON:** Bend | Portland www.aspectconsulting.com

Under the CRA, Aspect will perform various administrative functions related to the processing to the application, including:

- Consult with Ecology's Southwest Regional Office to identify issues and develop permitting approach.
- Manage public outreach, and prepare public legal notice<sup>2</sup>.
- Notify and coordinate with the Washington Department of Fish and Wildlife (WDFW).
- Tribal coordination and other stakeholders as requested by Ecology.
- Conduct a Site visit.
- Evaluate existing water right, and investigate to determine if the requested change will result in impairment to other water users.
- Prepare written recommendations (called a Report of Examination or ROE) for Ecology's review. ROE's include detailed evaluations of the hydrogeological conditions – including a discussion of water availability and statutory regulations, projected demand, potential impacts to other water users and instream resources, and a discussion of any mitigative element.
- Coordinate with Ecology to finalize permitting recommendations.
   Our work project will be one ROE, formatted to meet Ecology's standards.
- Ongoing coordination with you and your legal counsel, and other consultants, as needed to identify informational needs.

#### **Assumptions:**

No new sources are being proposed under this project and the source of the new application will be the currently used wells.

We have assumed well information already exists to support the expanded use of the City's Wellfield and have not proposed additional testing of the City's wells.

#### **Project Management**

This task also includes our administrative costs, project management, scoping and internal meetings between Aspect, the City of Orting, and Ecology as requested.

Note that we have prepared this estimate based on our understanding of current Ecology standards and practices, but cannot anticipate the full range of costs that may be necessary if substantive public comments arise during the two comments periods, through tribal and WDFW consultation, or by Ecology itself. We will keep you posted on our progress and scope, schedule, and budget monthly so you have the best information if issues arise, we did not foresee.

**Project Management** \$2,600

<sup>&</sup>lt;sup>2</sup> Publication fees of approximately \$400 have been included in this cost estimate, Aspect will make arrangements for the notice and invoice you for the actual costs of the legal notice.

This contract order incorporates the attached Terms and Conditions and Schedule of Charges. Except as					
amended above, these terms, conditions, and rates apply to this contract order.					
ASPECT CONSULTING, LLC	By: Jill E. Van Dulle				
a limited liability company	Printed Name: Jill Van Hulle Sr. Associate Water Rights Specialist				
	Ву:				
CLIENT	Printed Name/Date:				

 $V: \verb|\230156| City of Orting| Contracts| Proposal Material| \verb|\230156-A_CO01_20230403_CityOfOrting|. docx | Contracts| Contracts|$ 

#### Aspect Consulting, LLC Terms and Conditions

#### 1. RIGHT OF ENTRY AND PROPERTY RESPONSIBILITY

The Client will obtain right of entry to the property where the Services are to be performed ("Property"). The right of entry shall allow Aspect and its subcontractors to enter the Property to perform the Services, which may require repeated visits to the Property for on-site monitoring if included in the description of Services. Aspect is responsible for its own activities, but has no responsibility for the Property, for third party safety precautions, or for the safety or control of third parties.

#### 2. SUBSURFACE RISKS

Client recognizes special risks exist whenever professional consulting services are employed to determine subsurface water resources at a site. Client shall disclose to Aspect all known conditions, substances, or features in writing or in maps, plans or drawings. Even with adequate disclosure by Client, Client acknowledges that the use of exploration and testing equipment may unavoidably damage or alter the Property surface or subsurface and Client accepts this risk. Client assumes responsibility for claims and/or damages arising from changed or differing site conditions or to subsurface structures, including buried utility lines, pipes, tanks, tunnels, or other conditions and agrees to hold harmless, defend and indemnify Aspect and its subcontractors from any such claims and/or damages, including attorney fees, except to the extent directly caused by the negligence of Aspect or its subcontractors.

#### 3. HAZARDOUS SUBSTANCES

Client shall provide Aspect with all information available to Client concerning past and present use of the Property and the nature and extent of any known or suspected hazardous substances or conditions, prior to Aspect performing the Services. Unless expressly stated otherwise in the Agreement, Client acknowledges that Aspect has no liability as a generator, operator, transporter, disposer, or arranger of the transportation and/or disposal of hazardous substances from the Property. Client agrees to hold harmless, defend and indemnify Aspect and its subcontractors from any claims and/or damages, including attorney fees, arising out of the presence, release, or threatened release of hazardous substances on or from the Property, except to the extent directly caused by the negligence of Aspect or its subcontractors.

#### 4. SAMPLE DISPOSAL / WELL DECOMMISSIONING

- 4.1 Aspect may dispose of any samples obtained from the Property 30 calendar days after the issuance of any document that includes the data obtained from the sample, unless other arrangements are mutually agreed upon in writing. Unless expressly stated otherwise in the description of Services, the disposal cost for samples is not included in any cost estimate for the Services. Client acknowledges the difficulty in determining disposal costs in advance and authorizes Aspect to bill Client for expenses incurred in disposing of samples obtained from the Property.
- 4.2 Any wells installed as part of Aspect's work may later need to be properly decommissioned and recorded in accordance with applicable law. Unless expressly stated otherwise in the description of Services, well decommissioning and recording are not included in the Services to be performed by Aspect.

#### 5. OWNERSHIP OF DOCUMENTS / WORK PRODUCT

- 5.1 Data, reports or information provided by Aspect under this Agreement shall only become the property of Client upon full payment for the Services. After full payment, Aspect shall retain joint ownership of all such information. Aspect shall retain copies of the original electronic files and/or hardcopy versions of information provided by Aspect or by Client. Aspect's originals shall govern in the event of any dispute regarding the content of electronic media furnished to others.
- 5.2 All reports prepared by Aspect under this Agreement are intended solely for the Client and apply only to the Services. Any use or reuse by Client for purposes outside of this Agreement is at the sole risk of Client and without liability to Aspect. Aspect shall not be liable for any third parties' use of the deliverables provided by Aspect.
- 5.3 Aspect is entitled to rely upon the completeness and accuracy of reports, documents, drawings, plans and other information furnished by Client concerning the Property or the project that is the subject of this Agreement.
- 5.4 In the event Aspect is required to respond to legal process related to the Services for Client, Client agrees to reimburse Aspect its current hourly charges for personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation.
- 5.5 Unless a different time period is stated in the Agreement, Aspect shall retain records in accordance with Aspect's records retention policy.

#### 6. PAYMENT TERMS

Invoices shall be submitted to Client upon completion of the Services, or if Services extend beyond 30 days, on a monthly basis for the preceding months work. Billing corrections must be requested within 30 days of invoice date. Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an additional interest and service charge of one and one-half

percent (1.5%) (or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. All fees will be charged or billed directly to Client. Aspect will not bill a third party without a statement, signed by the third party, accepting payment responsibility. In the event a third party fails to pay, Client shall remain liable for all unpaid invoices for the Services. Aspect may suspend work and/or withhold delivery of data for Services in the event Client fails to pay its invoices. Client shall be responsible for all costs and expenses of collection including reasonable attorney's fees.

#### 7. PERFORMANCE AND WARRANTY LIMITATION

Aspect will perform all Services, including hydrogeology for developing ground water that may reasonably exist beneath the site, consistent with recognized standards of professionals in the same locality and involving similar conditions. Aspect makes no warranty, express or implied, on the actual capacity or drawdown of any proposed water well(s), or the quality of ground water, if any, which may be produced by any water well(s) to be drilled and/or developed under this Agreement. **ASPECT MAKES NO OTHER WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES**. No representative of Aspect is authorized to give or make any other representation or warranty in any way, in connection with the Services. Aspect shall not be liable for any failure or delay in performance by Aspect resulting, in whole or in part, from any cause beyond the reasonable control of Aspect, nor shall Aspect be liable for the action or inaction of governmental agencies, including but not limited to, the issuance or non-issuance of any water right permit, certificate, amendment and/or transfer.

#### 8. INSURANCE / LIMITATION OF LIABILITY

- 8.1 Aspect maintains primary General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Aspect maintains Professional Liability insurance to provide coverage for liability resulting from professional errors and omissions.
- 8.2 Aspect's liability to Client for bodily injury or property damage covered by Aspect's General Liability Insurance policy shall be limited to the proceeds available from the primary General Liability Insurance policy. The liability of Aspect, its manager, members, professionals, employees, and subcontractors to the Client for damages, including attorney fees, resulting from an act, error or omission in providing or failing to provide professional services, whether based in tort or in contract, shall be limited to the greater of \$50,000 or the amount of compensation paid to Aspect under this Agreement, unless higher limits are agreed upon in writing. In no event shall either party be liable to the other party, for any consequential or incidental damages, including, without limitation, damages for loss of income, and/or loss of profits.

#### 9. TERMINATION

Suspension or termination of all or any part of the Services may be initiated by Client; however Client shall be responsible for all fees owed Aspect for Services performed by Aspect, including all direct costs and all expenses incurred or committed that cannot be cancelled without penalty as well as reasonable termination expenses, prior to Aspect's receipt of written notice from Client. Either party may terminate this Agreement for cause in the event of the other party's substantial or material failure to perform in accordance with the terms hereof, through no fault of the terminating party. Except for termination arising out of delinquency in payment, a termination for cause shall not be effective unless: (i) not less than seven days' written notice of intent to terminate has been provided; (ii) the notice specifies all reasons for the termination; and (iii) the notified party is given an opportunity to consult with the terminating party to discuss the termination and to cure the substantial failure before the expiration of the period specified in the written notice.

#### 10. MISCELLANEOUS PROVISIONS

- 10.1 These Terms and Conditions, together with the Agreement, the Schedule of Charges, and any additions or revisions agreed upon in writing by the parties, form the entire Agreement and control over all previous communications, representations, or agreements, either verbal or written, between Client and Aspect. This Agreement supersedes and controls over any Client provided purchase orders and constitutes the complete and exclusive Agreement between Client and Aspect. Any reference to a purchase order or similar documentation on any payment or other acceptance of this Agreement is solely for the Client's convenience in record keeping; no such reference or the provision of Services to Client shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or other Client provided documentation and Aspect affirmatively rejects such terms and conditions. Any such reference to alternate terms and conditions shall be of no force and effect and shall not in any way be deemed to amend, modify, supersede, alter, or supplement this Agreement.
- 10.2 Aspect may assign work included under the Agreement to subcontractors.
- 10.3 Client and Aspect agree to use their best efforts to resolve any disputes, claims or other matters in controversy arising under or related to this Agreement.
- 10.4 These Terms and Conditions shall be governed by the laws of the State of Washington. The sole venue for any legal action related to this Agreement shall be King County, Washington.
- 10.5 The unenforceability of any term or condition herein shall not affect the validity or enforceability of the remainder to these Terms and Conditions; the intent of the parties being the provisions are severable. The section headings of these Terms and Conditions are intended solely for convenience and do not define or affect these Terms and Conditions or their interpretation. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.



## **SCHEDULE OF CHARGES**

Effective January 2023

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

ENGINEERS, SCIENTISTS, AND ANALYSTS	Hourly Rate
Principals and Associates	Kare
Principal 2	\$ 305
Principal 1	289
Sr. Associate	267
Associate	253
Senior, Project, and Staff Professionals	
Senior 3	253
Senior 2	238
Senior 1	222
Project 3	204
Project 2	189
Project 1	176
Staff 3	161
Staff 2	148
Staff 1	137
TECHNICAL AND PROJECT SUPPORT	Hourly
TECHNICALE AND TROSECTION TORI	Rate
	Kuie
Field Operations	
Technician 2	\$ 122
Technician 2 Technician 1	
Technician 2  Technician 1  Design, CAD, and Graphics	\$ 122 112
Technician 2  Technician 1  Design, CAD, and Graphics  Engineering Designer	\$ 122 112 176
Technician 2 Technician 1  Design, CAD, and Graphics Engineering Designer  Sr. CAD	\$ 122 112 176 157
Technician 2	\$ 122 112 176 157 138
Technician 2 Technician 1  Design, CAD, and Graphics Engineering Designer  Sr. CAD  CAD  Sr. Graphic Designer	\$ 122 112 176 157 138 128
Technician 2 Technician 1  Design, CAD, and Graphics Engineering Designer Sr. CAD CAD Sr. Graphic Designer Graphic Designer	\$ 122 112 176 157 138
Technician 2 Technician 1  Design, CAD, and Graphics Engineering Designer Sr. CAD CAD Sr. Graphic Designer Graphic Designer Technology	\$ 122 112 176 157 138 128 119
Technician 2 Technician 1  Design, CAD, and Graphics Engineering Designer Sr. CAD CAD Sr. Graphic Designer Graphic Designer Technology Sr. Software Developer	\$ 122 112 176 157 138 128 119
Technician 2 Technician 1  Design, CAD, and Graphics Engineering Designer Sr. CAD CAD Sr. Graphic Designer Graphic Designer Technology Sr. Software Developer Software Developer	\$ 122 112 176 157 138 128 119
Technician 2 Technician 1  Design, CAD, and Graphics Engineering Designer Sr. CAD CAD Sr. Graphic Designer Graphic Designer Technology Sr. Software Developer Software Developer Technical Editing and Project Coordination	\$ 122 112 176 157 138 128 119 250 219
Technician 2 Technician 1  Design, CAD, and Graphics Engineering Designer Sr. CAD CAD Sr. Graphic Designer Graphic Designer Technology Sr. Software Developer Software Developer Technical Editing and Project Coordination Sr. Technical Editor	\$ 122 112 176 157 138 128 119 250 219
Technician 2 Technician 1  Design, CAD, and Graphics Engineering Designer Sr. CAD CAD Sr. Graphic Designer Graphic Designer Technology Sr. Software Developer Software Developer Technical Editing and Project Coordination Sr. Technical Editor Coordinator 3 / Technical Editor	\$ 122 112 176 157 138 128 119 250 219 140 128
Technician 2 Technician 1  Design, CAD, and Graphics Engineering Designer Sr. CAD CAD Sr. Graphic Designer Graphic Designer Technology Sr. Software Developer Software Developer Technical Editing and Project Coordination Sr. Technical Editor	\$ 122 112 176 157 138 128 119 250 219

#### **OTHER CHARGES**

Mileage Federal Gov't Rate Plus 15% Subcontractors and Project Expenses Cost Plus 15%



## **PUBLIC WORKS AGENDA REPORT REQUEST**

Old Business	DEPARTMENT: Public Works				
Topic	Summary	Time Needed			
Well #1	Media update				
Topic	Summary	Time Needed			
Well #4	Update – Rebuilding Valves				
New Business:					
Topic	Summary	Time Needed			
Backflow Assembly Testing Bid	3-Year Contract for 2023-2025 – Agenda Bill attached				
Topic	Summary	Time Needed			
Generator Maintenance Services Bid	3-Year Contract for 2023-2025 – Agenda Bill attached				
Topic	Summary	Time Needed			
Triangle Park Bid	To remove an at-risk - large fir tree – update only				
Topic	Summary	Time Needed			
Gator Damage	Repair or Replace Option				
Topic	Summary	Time Needed			
Water System	Presentation				
		_			
Topic	Summary	Time Needed			
SCADA presentation	Glen Barcus with Parametrix will provide an overview of SCADA Operations				

# City Of Orting Council Agenda Summary Sheet

4 D 2 0 V V						
AB20-XX	Public Works		05/10/31			
	05/03/2023		05/31/2023			
Department:	Public Works					
Date Submitted:	04/20/2023					
	\$ 55,966.91 (3-ye	ear <u>)</u>				
	\$ 18,000 annuall	<u>Y</u>				
ce:	<u>\$ -1,966.91</u>					
Bars #:		401.534.60.48.00				
Submitted By:		Laura Hinds				
	Date Submitted:	Department: Public Works  O4/20/2023  Submitted: \$55,966.91 (3-ye \$18,000 annually ce: \$-1,966.91  401.534.60.48.00	Department: Public Works  Date 04/20/2023  Submitted: \$55,966.91 (3-year) \$18,000 annually  ce: \$-1,966.91  401.534.60.48.00			

**Attachments:** Bid Tab Summary

**SUMMARY STATEMENT:** It is a requirement of the State & Local Health Departments for backflow assemblies to be tested annually. An RFP process was completed to secure written proposals for Backflow Assembly Services. Utilizing MRSC Rosters and advertising in the local newspaper, several contractors received requests to send in a proposal. One proposal was received.

American Backflow & Plumbing Service is the lowest responsible bidder.

**RECOMMENDED ACTION: Recommend to move to Study Session** 

**FUTURE MOTION:** 

# City Of Orting Council Agenda Summary Sheet

<b>Subject: Generator</b>
Maintenance
Services 3-year
Contract 2023-2025
Bid Results

	Committee	Study Session	Council
Agenda Item #: AB23-XX	Public Works		5/10/23
For Agenda of:	05/03/23		05/31/23

	Department:	Public Works
	Date Submitted:	04/28/23
Cost of Item:		\$ 67,609.20 (3-year contract)
Amount Budgeted:		\$ 22,500 (2023 Budget)
<b>Unexpended Balance:</b>		\$ 36.40 (2023 Budget)
Bars #:		401.534.60.48.02 /
		408.535.50.48.07/410.531.38.48.01/
Timeline:		
Submitted By:		Laura Hinds

Fiscal Note: The Cost of Item is the total cost over the three years of the contract

Attachments: Contract and Bid sheet

**SUMMARY STATEMENT:** This item allows us to maintain annual maintenance for standby generators for City water sources, lift stations, facilities and WRRF. An RFP process was completed to secure written proposals for annual Generator Maintenance utilizing MRSC Rosters and advertising in the local newspaper. We received two proposals through our advertising process.

Tacoma Diesel, was the lowest out of the two bidders that met our specifications.

**RECOMMENDED ACTION:** Move to the consent agenda for the next meeting.

FUTURE MOTION: To approve Tacoma Diesel as the low bidder and authorize the Mayor to sign a three year contract for generator maintenance services.

### **Generator Maintenance 3-Year Contract**

## Total Contract Period Includes Schedules A & B

		2023			2024			2025	
CONTRACTORS	Schedule A	Schedule B	A & B	Schedule A	Schedule B	A & B	Schedule A	Schedule B	A & B
Tacoma Diesel	\$8,423.80	\$14,112.60	\$22,536.40	\$8,423.80	\$14,112.60	\$22,536.40	\$8,423.80	\$14,112.60	\$22,536.40
Cummins NW	\$13,767.63	\$12,320.63	\$26,088.26	\$13,767.63	\$12,320.63	\$26,088.26	\$13,767.63	\$12,320.63	\$26,088.26
All Pricing includes 9.4% Tax									

\$67,609.20

\$78,264.78

## Tree Removal at Triangle Park

Contractor	Bid Amount	Bidder Checklist
	4	
PND Tree Service	\$3,008.50	X
Hanson Tree Service	\$3,938.40	Х
Wrights Logging	\$3,829.00	X
Rons Stump Removal & Tree Service	\$3,500.80	X
Lincoln Logging	Non-Responsive	
	+	
	+	
Totals include sales tax	+	
Totals iliciude sales tax	+	
	+	
	+	