

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9th, 2019

AGENDA ITEM:	
Contract Award: Marysville Civic Center, Structural Testing, Special Inspection & Quality Assurance Consultant	
PREPARED BY:	DIRECTOR APPROVAL:
Bryan Milligan, Project Manager	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Consultant Proposal (Exhibit A)	
BUDGET CODE:	AMOUNT:
31400018.562000.1837	\$ 348,107.38
SUMMARY:	

This contract awards GeoTest Services, Inc. the contract to provide Construction Special Inspecting and Materials Testing for the construction of the new Civic Center.

The scope of work they have proposed includes: observation & testing of auger cast piles, density & compaction testing of earthwork materials incl. asphalt & concrete, structural steel welds & bolting, cold formed framing, masonry, rebar, proprietary anchors, bond & density of spray applied fire resistant materials. To verify the work completed meets the needs of the project, building codes and this projects specifications. As well they will conduct air barrier & building envelope testing to comply with WA State Energy Codes and project specifications.

Proposals were received on October 25th, 2019, and distributed to a qualified team of City staff to rate the Statements of Qualifications based on our standard criteria and this project's needs. City Staff, The City received 7 proposals to our request for and after compiling the ratings it was recommended that we negotiate a contract with GeoTest Services, Inc.

Contract Bid:	\$ 318,488.00
Sales Tax @ 9.3%	\$ 29,619.38
Management Reserve:	\$ 0.00
Total Allocation:	\$ 348,107.38

<p>RECOMMENDED ACTION: Staff recommends that the Council authorize the Mayor to sign and execute the M.C.C. Structural Testing, Special Inspection & Quality Assurance Consultant professional services agreement with GeoTest Inc. in the amount of \$348,107.38 including Washington State Sales Tax for a total allocation of \$348,107.38.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the MCC Structural Testing, Special Inspection & Quality Assurance professional service agreement with GeoTest Services, Inc.</p>

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND GEOTEST SERVICES INC.**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and GeoTest Services, Inc., a Washington corporation, organized under the laws of the state of Washington, located and doing business at 20527 67th AVE NE, Arlington, WA 98223 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

2. TERM. The term of this Agreement shall commence on _____ and shall terminate at midnight on _____. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed three hundred forty eight thousand, one hundred seven dollars and thirty eight cents (**\$ 348,107.38**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “PRA”). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked “Confidential” and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

4.10 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

_____ No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

4.16 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

6.1 NOTICES. Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE
Bryan Milligan
80 Columbia AVE,
Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

GEOTEST SERVICES, INC.

Kevin Richarson
20527 67th AVE NE
Arlington, WA 98223

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

6.5 SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

6.6 NONWAIVER. A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

6.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

6.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

6.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

6.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

GEOTEST SERVICES, INC.

By _____
Kevin Richardson
Its: President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

Marysville Civic Center
501 Delta Ave., Marysville, WA 98270
Construction Special Inspection & Materials Testing

GeoTest is pleased to submit this cost estimate for the above project. Based on a review of the plans and specifications, we believe that the costs for construction special inspection and testing will be approximately \$276,248 for the scope of work detailed below. Energy code Air Leakage Testing has been included as a separate service.

Understanding that construction schedules and logistics can vary, we recommend an anticipated budget range of \$250,000 to \$300,000 for our services. *This is a time and materials estimate intended for budgeting purposes. Our costs are a direct reflection of the project construction schedule.*

BASE BID A

ASSUMPTIONS

Scope of work assumes special inspection and testing for base bid A and B.
Special inspection of firestopping is not included in the base estimate below - a cost has been included as an add on.
Special inspection of Spray-Applied Fire Resistive Materials (SFRM) has been included as an add on.
Cost for Energy Code Inspections and Air Leakage testing has been included as an add on.

AUGER CAST GROUT PILES - 31 63 16

Assumes approximately 477 auger cast piles with 10 installed per day.
Perform continuous observation during pile excavation, placement, and testing. Observe load tests to verify compliance with specifications.
Test grout for compressive strength.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Pile Observation	50	8		\$78	\$31,200
Pile Observation - Overtime	50	2		\$117	11,700
Reinforcement Inspection	16	4		\$75	4,800
Sample Pick-Up and Processing	50	1		\$75	3,750
Lab: Grout Compressive Tests (2" by 2" cubes)	50 sets x 6 ea.		300	\$26	7,800
Subtotal					\$59,250

EARTHWORK - 32 20 00

Periodic inspection during preparation of building and pavement subgrades.
Perform field in-place density tests for structural fills/backfills at building, parking and utilities.
Perform laboratory sieve/proctors as needed.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Density Testing/Observation	40	4		\$78	\$12,480
Geotechnical Engineer (As Needed for Support, Meetings, Etc.)		20		\$140	2,800
Sample Pick-Up and Processing	8	2		\$75	1,200
Lab: Sieve/Proctor			10	\$250	2,500
Lab: Sand Equivalent			6	\$80	480
Lab: Percent Fracture			6	\$80	480
Subtotal					\$19,940

ASPHALT - 32 12 16

Test and inspect asphalt at the site during paving.
Perform laboratory extraction/gradation and rice density in general accordance with WSDOT test methods.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Compaction Tests - HMA Asphalt Paving	5	8		\$78	\$3,120
Lab: Asphalt Extraction/Gradation			5	\$275	1,375
Lab: Asphalt Rice Density			5	\$100	500
Sample Pick-Up and Processing	5	2		\$75	750
Subtotal					\$5,745

GeoTest Services Inc.
Arlington, Bellingham, Oak Harbor

CAST-IN-PLACE CONCRETE - 03 30 00

Periodic inspection of reinforcing steel placement, anchor bolt placement, and formwork.
Continuous inspection during placement, including sampling, slump, air, temperature and taking concrete specimens.
Test concrete for compressive strength.

Test/Inspection Item		Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Foundations (Footings, Grade Beams, Pile Caps)		30	6		\$75	\$13,500
Structural Slabs		8	8		\$75	4,800
Topping Slabs		5	8		\$75	3,000
Second Floor Slabs		5	8		\$75	3,000
Misc. Pours / Civil Concrete		20	4		\$75	6,000
Separate Rebar Inspections		20	4		\$75	6,000
Proprietary Anchors		12	4		\$75	3,600
Sample Pickup and Processing		68	1		\$75	5,100
Concrete Compression Tests	80 sets x 5 ea.			400	\$26	10,400
Floor Flatness/Levelness Testing		18	6		\$120	12,960
Subtotal						\$68,360

PRECAST CONCRETE - 03 41 00

Periodic inspection of reinforcing steel placement, anchor bolt placement, and formwork.
Periodic inspection during placement, including sampling, slump, air, temperature and taking concrete specimens.
Test concrete for compressive strength.

Test/Inspection Item		Visits	Hours per Visit	Number of Tests	Unit Rate	Total
*Precast Walls Pours		8	6		\$75	\$3,600
*Sample Pickup and Processing		8	1		\$75	600
Concrete Compression Tests	10 sets x 5 ea.			50	\$26	1,300
Subtotal						\$5,500

*Assumes local precast company - if fabricated out of State GeoTest will need to revise costs to include travel. Assumes GeoTest will not be present at every pour, but will periodically perform quality assurance services during panel fabrication.

MASONRY - 04 20 00

Periodic inspection of reinforcing steel, and CMU placement.
Continuous inspection during grout placement.
Sample and test compressive strength of grout and prisms.

Test/Inspection Item		Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Inspection		18	6		\$75	\$8,100
Sample Pickup and Processing		6	1		\$75	450
Prism Compression Tests	6 set x 3 ea			18	\$100	1,800
Grout Compression Tests	6 set x 3 ea			18	\$26	468
Subtotal						\$10,818

STRUCTURAL STEEL - 05 12 00, 05 21 00, 05 31 00

Periodic special inspection of bolted and welded connections.

Test/Inspection Item		Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Structural Steel Inspections		40	6		\$78	\$18,720
*Structural Steel Inspections - Fab Shop		8	8		\$78	4,992
UT Inspections (Sub to Mistras)		20	6		\$90	10,800
Subtotal						\$34,512

*fab shop inspections assume a local shop

COLD FORMED FRAMING - 05 40 00

Perform special inspection of cold formed framing.

Test/Inspection Item		Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Inspection		18	4		\$78	\$5,616
Subtotal						\$5,616

GeoTest Services Inc.
Arlington, Bellingham, Oak Harbor

OTHER

Test/Inspection Item	Visits	Hours	Unit Rate	Total
Project Manager: review, meetings, etc.		90	\$100	\$9,000
Trip Charge (20 mi x 0.60/mi = \$12/trip)	536		\$12	6,432
Subtotal				\$15,432

Total (Base Bid A)	\$225,173
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BASE BID B

AUGER CAST GROUT PILES - 31 63 16

Assumes approximately 107 auger cast piles with 10 installed per day.
Perform continuous observation during pile excavation, placement, and testing. Observe load tests to verify compliance with specifications.
Test grout for compressive strength.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Pile Observation	11	8		\$78	\$6,864
Pile Observation - Overtime	11	2		\$117	2,574
Reinforcement Inspection	4	4		\$75	1,200
Sample Pick-Up and Processing	11	1		\$75	825
Lab: Grout Compressive Tests (2" by 2" cubes)	11 sets x 6 ea.		66	\$26	1,716
Subtotal					\$13,179

EARTHWORK - 32 20 00

Periodic inspection during preparation of building and pavement subgrades.
Perform field in-place density tests for structural fills/backfills at building, parking and utilities.
Perform laboratory sieve/proctors as needed.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Density Testing/Observation	8	4		\$78	\$2,496
Geotechnical Engineer (As Needed for Support, Meetings, Etc.)		4		\$140	560
Sample Pick-Up and Processing	2	2		\$75	300
Lab: Sieve/Proctor			1	\$250	250
Lab: Sand Equivalent			1	\$80	80
Lab: Percent Fracture			1	\$80	80
Subtotal					\$3,766

CAST-IN-PLACE CONCRETE - 03 30 00

Periodic inspection of reinforcing steel placement, anchor bolt placement, and formwork.
Continuous inspection during placement, including sampling, slump, air, temperature and taking concrete specimens.
Test concrete for compressive strength.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Foundations (Footings, Grade Beams, Pile Caps)	7	6		\$75	\$3,150
Structural Slabs	2	8		\$75	1,200
Topping Slabs	1	8		\$75	600
Slab on Decks	3	8		\$75	1,800
Misc. Pours / Civil Concrete	3	4		\$75	900
Separate Rebar Inspections	3	4		\$75	900
Proprietary Anchors	2	4		\$75	600
Sample Pickup and Processing	20	1		\$75	1,500
Concrete Compression Tests	20 sets x 5 ea.		100	\$26	2,600
Floor Flatness/Levelness Testing	2	6		\$120	1,440
Subtotal					\$14,690

GeoTest Services Inc.
Arlington, Bellingham, Oak Harbor

STRUCTURAL STEEL - 05 12 00, 05 21 00, 05 31 00

Periodic special inspection of bolted and welded connections.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Structural Steel Inspections	18	6		\$78	\$8,424
*Structural Steel Inspections - Fab Shop	2	8		\$78	1,248
UT Inspections (Sub to Mistras)	4	6		\$90	2,160
Subtotal					\$11,832

*fab shop inspections assume a local shop

COLD FORMED FRAMING - 05 40 00

Perform special inspection of cold formed framing.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Inspection	10	4		\$78	\$3,120
Subtotal					\$3,120

OTHER

Test/Inspection Item	Visits	Hours	Unit Rate	Total
Project Manager: review, meetings, etc.		30	\$100	\$3,000
Trip Charge (20 mi x 0.60/mi = \$12/trip)	124		\$12	1,488
Subtotal				\$4,488

Total (Base Bid B)	\$51,075
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Total Estimate (Base Bid A and B)	\$276,248
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ADDITIONAL SERVICES

FIRESTOPPING

Perform special inspection of firestopping penetrations.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Inspections	10	6		\$78	\$4,680
Subtotal					\$4,680

SPRAY-APPLIED FIRE RESISTENT MATERIALS (SFRM) - 07 81 00

Perform special inspection of spray-applied fire resistant materials (SFRM) including bond and density tests.

Test/Inspection Item	Visits	Hours per Visit	Number of Tests	Unit Rate	Total
Inspections	10	6		\$78	\$4,680
Density Tests - ASTM E605			10	\$60	600
Subtotal					\$4,680

ENERGY CODE SERVICES

BUILDING ENVELOPE INSPECTIONS

Review construction documents and submittals related to building envelope components.
 Discuss expectations of design, product manufacturers, and submittal documents with installers and general contractor as part of discussion during pre-construction phase.
 Provide periodic drop-in inspections related to the building's above and below grade thermal, air, and moisture control layers in order to provide adequate quality assurance.
 Perform manufacturer recommended non-destructive and destructive testing as necessary on exterior side components.

Test/Inspection Item	Visits	Hours	Number of Tests	Unit Rate	Total
Project meetings		10		\$90	\$900
Building Envelope Inspections	70	4		\$90	25,200
Subtotal					\$26,100

GeoTest will provide drop-in inspections as deemed necessary to provide adequate quality assurance. The contractor should contact GeoTest 24 hours in advance of any specialty inspections that are required to maintain the construction schedule or before elements of the building envelope are covered. Inspection services are provided on a time and materials basis.

AIR BARRIER BUILDING TEST

Review construction documents and submittals.
 Meet with the General Contractor and Installers to discuss expectations dictated by submittal documents and product manufacturers.
 Perform tests, as necessary, on building envelope components in accordance with WA State Energy Code and project specifications.

Test/Inspection Item	Hours	Number of Tests	Unit Rate	Total
Air Barrier Testing - per WA Energy Code Section 402		2	\$4,000	\$8,000
Reporting with Infrared Thermography Imagery	10		\$90	900
Preconstruction Meetings and Project Management	10		\$100	1,000
Subtotal				\$9,900

Whole building air leakage testing and analysis will be performed in accordance with ASTM E779 and E1186. This testing requires significant coordination with the owner, general contractor and subcontractors. This estimate assumes that all sealing of intentional openings be performed by the contractor. If necessary, GeoTest can provide the pre-test building preparation at an additional cost. This estimate assumes the contractor will provide access to the building at appropriate times, adequate electricity sources, coordination with subcontractors, scaffold or motorized-lifts for sealing of openings above 10 ft. over exterior grade level and other testing support as necessary. Our estimate includes all equipment and personnel necessary for execution of a whole building air leakage test in accordance with ASTM E779 and diagnostics of the air barrier during the test utilizing infrared thermography in accordance with ASTM E1186.

We expect the scope of our services to include one full day of testing including equipment mobilization, set-up, testing, breakdown and demobilization. On the occurrence of a failed leakage test, additional testing or inspection after corrective action is conducted can be provided in a timely manner at an additional cost. Any subsequent testing following non-conforming results will only be performed following signed approval of an amended contract outlining required conditions to perform follow-up testing.

Air leakage testing is weather-dependent. Accurate test results generally require that exterior wind conditions be below 10 mph. Should adverse weather conditions present themselves on the day of testing, it may be recommended to re-schedule to a date or time when more favorable weather conditions are present.

OTHER

Test/Inspection Item	Visits	Hours	Unit Rate	Total
Consultation & Reporting		40	\$90	\$3,600
Project Manager - Review, Meetings, Safety, etc.		18	\$100	1,800
Trip Charge (22 mi x 0.60/mi = \$12/trip)	70		\$12	840
Subtotal				\$6,240

Total Estimated Building Performance Testing & Inspection	\$42,240
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PROFESSIONAL SERVICE AGREEMENT

Project: Marysville Civic Center – 501 Delta Ave. – Marysville, WA 98270

Date: November 22, 2019

Client: City of Marysville

GTS Proposal #: 19-557TR1

Thank you for selecting GeoTest Services Inc. to provide materials testing and inspection services. All services for this project will be billed at hourly rates in accordance with the attached 2019 Fee Schedule and General Conditions. Terms, fees, and conditions are subject to change after 90 days from the date of this proposal.

GeoTest Services will invoice on a time and materials basis in accordance with the attached fee schedule. A four hour minimum charge per visit applies to all inspections. A premium rate of 1.5 times the regular rate will be charged for all work outside of normal business hours. Payment is net 30 days. In order to properly service your project GeoTest requests a minimum 24 hours advance notice for scheduling.

In acceptance of our terms and conditions, please sign below and return the original agreement to our office and keep a copy for your records. If there are any questions, please contact Kevin Richardson, President. Again, thank you for selecting GeoTest Services, Inc. We look forward to being a part of your project team.

Respectfully Submitted,

Accepted by,

Kevin Richardson
GeoTest Services, Inc.

Client/Representative

President
Title

Title

11-22-2019
Date

Date

Attachments: 2019 Fee Schedule & General Conditions

GEO TEST SERVICES, INC.

Arlington, Bellingham, Oak Harbor, WA

FEE SCHEDULE

2019

ENGINEERING, GEOLOGICAL & ENVIRONMENTAL SERVICES

Senior Geotechnical Engineer.....	180.00 hour
Professional Engineer	140.00 hour
Geotechnical Engineer	140.00 hour
Technical Director.....	125.00 hour
Staff Engineer	100.00 hour
Engineering Geologist.....	100.00 hour
Environmental Professional.....	100.00 hour
Geotechnical Technician	85.00 hour
Geologist.....	85.00 hour

CONSTRUCTION INSPECTION SERVICES

Concrete Inspection.....	75.00 hour
Prestressed Concrete Inspection	75.00 hour
Masonry Inspection	75.00 hour
Grout Inspection	75.00 hour
Fireproofing Inspection.....	75.00 hour
Firestopping Inspection	75.00 hour
Proprietary Anchor Inspection.....	75.00 hour
Lateral Framing Inspection (Wood & Steel).....	78.00 hour
Structural Steel Welding and Bolting Inspection	78.00 hour
In-Place Density - Nuclear Gauge, Soils & Asphalt	78.00 hour
Soils Observation	78.00 hour
CESCL (Certified Erosion & Sediment Control Lead)	78.00 hour

CONSTRUCTION SUPPORT SERVICES

QA/QC Inspection Engineer	90.00 hour
Field Sampling.....	75.00 hour
Field Technician	75.00 hour
Laboratory Technician	78.00 hour
Project Manager	100.00 hour

BUILDING ENVELOPE SERVICES

Building Envelope Inspection.....	90.00 hour
Infrared Thermography	150.00 hour
Whole Building Air Leakage Test	quote
Window Water Penetration Test.....	quote
Roof Moisture Detection	quote

741 Marine Drive, Bellingham, WA 98225 • phone: 360.733.7318 • fax: 360.733.7418
20527 – 67th Ave. NE, Arlington, WA 98223 • phone: 360.435.1141 • fax: 360.435.1124
840 SE 8th Ave. – Ste 102, Oak Harbor, WA 98277 • phone: 888.251.5276 • fax: 360.733.7418

GEOTEST SERVICES, INC.

Arlington, Bellingham, Oak Harbor, WA

FEE SCHEDULE

2019

SPECIALTY SERVICES

Bolt Pull-out Tests.....	90.00 hour
Ground Penetrating Radar (GPR).....	150.00 hour
Pachometer (Magnetic) Rebar Location	90.00 hour
Concrete & Asphalt Coring	90.00 hour
Schmidt Hammer	90.00 hour
Windsor Probe.....	90.00 hour
Floor Flatness Testing (Dipstick)	120.00 hour
Concrete Relative Humidity/Moisture Testing	90.00 hour

MATERIALS TESTING

CONCRETE

Compressive Strength - Concrete	26.00 ea
Compressive Strength - Concrete (cast by others)	30.00 ea
Compressive Strength - Drilled Cores (includes trimming and testing)	60.00 ea
Compressive Strength - Sawed Specimens (includes trimming and testing).....	60.00 ea
Shotcrete Panel - 3 Cores Per Panel	200.00 ea
Additional Shotcrete Cores.....	75.00 ea
Flexural Strength - 6" x 6" Beams	55.00 ea
Air Dry Unit Weight.....	35.00 ea
Trimming Specimens - Per End (when required)	15.00 ea

MASONRY

Compressive Strength - Mortar, 2" x 4" Cylinder	26.00 ea
Compressive Strength - Grout, 4" x 4" x 8" Prism.....	26.00 ea
Compressive Strength - 2" x 2" Cubes (Cementitious Grout)	26.00 ea
Compressive Strength - 2" x 2" Cubes (Epoxy Grout)	30.00 ea
Compressive Strength - Composite Prism	100.00 ea
Compressive Strength - Masonry Units	100.00 ea

AGGREGATE

Sieve Analysis, with Wet Wash	150.00 ea
Sieve Analysis, Dry Only.....	75.00 ea
Sieve Analysis, % Passing #200 Sieve	75.00 ea
Specific Gravity and Absorption - Fine Aggregate	75.00 ea
Specific Gravity and Absorption - Coarse Aggregate	60.00 ea
Uncompacted Voids - Fine Aggregate.....	150.00 ea
Unit Weight and Voids.....	40.00 ea
Sand Equivalent	80.00 ea
Moisture Content	35.00 ea
Percent Fracture	80.00 ea
Organic Impurities Test.....	60.00 ea
Clay Lumps and Friable Particles	80.00 ea
Lightweight Pieces	75.00 ea
Flat/Elongated Particles.....	80.00 ea

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GEO TEST SERVICES, INC.

Arlington, Bellingham, Oak Harbor, WA

FEE SCHEDULE 2019

ASPHALT

Asphalt Content & Gradation (Ignition Furnace)	275.00 ea
Maximum Specific Gravity (Rice Density)	100.00 ea
Asphalt Core Density/Thickness	40.00 ea
Asphalt Superpave Test	550.00 ea

SOILS

Sieve Analysis, with Wet Sieve.....	150.00 ea
Sieve Analysis, % Passing #200 Sieve	75.00 ea
Sieve Analysis w/ Hydrometer.....	250.00 ea
Moisture Density Relationship (Proctor)	180.00 ea
Moisture Density Relationship (Proctor) w/ Sieve.....	250.00 ea
Check Point	80.00 ea
Moisture Content	35.00 ea
Atterberg Limits (3 points).....	150.00 ea
Specific Gravity	75.00 ea
Consolidation - 5 Loads.....	350.00 ea
Permeability - Constant Head or Falling Head (each point).....	270.00 ea
Organic Content.....	80.00 ea

MISCELLANEOUS

Fireproofing Density Test	60.00 ea
Floor Moisture/RH Test Kit	50.00 ea
Windsor Probe Pin (Set of 3)	40.00 ea

- GeoTest requests 24 hours advance notice for scheduling field services. GeoTest may not be able to provide service for same day call out.
- GeoTest Services, Inc. (GTS) construction inspection services, construction support services, building envelope & specialty services are billed portal to portal. A daily four hour minimum charge applies to construction inspection services, building envelope services, and specialty services per staff member. Same day cancellations will incur a two-hour minimum charge.
- GeoTest standard operating hours are 7 AM to 5 PM, Monday through Friday, with the exception of holidays. A premium rate of 1.5 times the standard rate will be charged for all work in excess of 8 hours per day and Saturdays. Double-time rates will be applied to services provided on Sundays & legal Holidays.
- A one-hour minimum laboratory technician fee will be applied on Saturdays, Sundays & legal Holidays at 1.5 times the regular rate for any laboratory testing services.
- Night shift (work outside standard operating hours): An eight (8) hour minimum charge at 1.5 times the standard rate may apply to such work including same day cancellations. A four (4) hour minimum charge at 1.5 times the regular rate applies to lab night work.
- A trip charge shall be invoiced at \$0.60 per map mile from our nearest office - portal to portal.
- Field testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule or a project specific proposal.
- Laboratory rush samples (less than 48hr turn-around time) will be invoiced at 1.5 times the standard test rate.
- Rental equipment, reimbursable expenses and subcontractor fees will be invoiced at cost plus 15%.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test. The ordering of work from GTS shall constitute acceptance of the Fee Schedule, General Conditions, and any project specific proposal.

GEOTEST SERVICES, INC.
Arlington, Bellingham, Oak Harbor, WA

FEE SCHEDULE
2019

Issued: January 1, 2019

GENERAL CONDITIONS

1. The client understands that no final letter of compliance will be issued to the building department for the project until all outstanding invoices have been paid.
2. Client acknowledges that GTS has explained the full range of services it offers and the manner in which they could be applied to this project. Client also avers that he/she understands the value and benefit of these services and has of his/her own accord decided upon those identified in the mutually agreed to scope of work. Client agrees to hold GTS harmless and indemnify GTS for claims, demand, suit, action or assertion of any kind that arise from any work performed by GTS, and/or arise from any source due to GTS' failure to provide services that Client has specifically not included in the list of services identified in the mutually agreed to scope of work. Such duty extends to and applies to any claim, demand, suit, action or assertion raised by an employee of Client, and for this limited purpose Client waives the protection afforded by any exclusivity provision under any applicable workers' compensation or industrial insurance act, including, but not limited to, RCW Title 51. Client further agrees to indemnify and pay GTS for the cost of defending any such claims and rewards or settlements resulting there from.
3. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of work ordered by Client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of GTS's work. GTS shall have no duty or obligation to any third party greater than that set forth in GTS's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from GTS shall constitute acceptance of the terms of GTS's proposal and these General Conditions.
4. Client shall initiate all tests and inspections of the site, materials and work performed by GTS or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and GTS's recommendations. No claims for loss, damage or injury shall be brought against GTS by Client or any third party unless all tests and inspections have been so performed and unless GTS's recommendations have been followed. Client agrees to indemnify, defend and hold GTS, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed, or GTS's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GTS, its officers, agents or employees.
5. GTS's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. GTS shall not be responsible for evaluating, reporting of affecting job conditions concerning health, safety or welfare. GTS's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents.
6. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay GTS's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.
7. The extension of unit prices herein with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the inspection and/or testing for a construction project. The quantities when given are estimated based on contract documents and construction schedules made available at the time of proposal preparation. Since construction schedules, performance, production and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost. The term "Cost Estimate" does not imply a maximum contract amount, but only the extension value of our unit prices at the time of proposal preparation.
8. GTS is covered by General Liability Insurance for bodily injury and property damage arising directly from our negligent acts or omissions, with a combined single limit of \$2,000,000 dollars per occurrence. If Client requires additional coverage in excess of this amount, and if procurable, GTS will take out additional General Liability Insurance to the limits Client requires at client's expense.
9. GTS will provide its professional services to Client, as defined by its scope of work with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This representation is in lieu of any warranties or other representations, either expressed or implied. It is also understood and agreed that statements made in GTS reports are opinions and/or interpretations based on professional judgment, and should not be construed to be conclusive representations of fact. If conditions different from what are indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact GTS immediately to authorize further appropriate evaluation. GTS agrees to hold harmless and to indemnify Client on account of any damages due to bodily injury or property damage, or breach of contract, arising directly out of a negligent act or omission in the performance of professional services by GTS; provided, however, that any such liability to any third party arising out of GTS's performance of professional services, shall not exceed Fifty Thousand Dollars (\$50,000.00), or the total amount of the fee paid.
10. Except to the extent specifically addressed in Paragraph 9, Client agrees to indemnify, defend and hold GTS, its officers, employees, agents and independent contractors harmless from any and all claims, suits, losses, costs and expenses, including but not limited to, court costs and reasonable attorneys fees arising or alleging to have arisen out of the performance of GTS's work. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against GTS to the extent that GTS shall prevail in such suit, cause of action, claim or counterclaim, the party initiating such action shall pay to GTS the costs and expenses incurred by GTS to answer and/or defend such suit, cause of action, claim or counterclaim, including reasonable attorneys fees, court costs, witness fees and other related expenses.

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EXHIBIT B
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants:

OR

There are no approved subcontractors or subconsultants.