



**INFORMATIONAL MEMORANDUM**

TO: **Transportation and Infrastructure Committee**  
 FROM: **Henry Hash, Public Works Director** *H.H.*  
 BY: **Mike Cusick, Senior Program Manager**  
 CC: **Mayor Ekberg**  
 DATE: **April 6, 2018**  
 SUBJECT: **CBD Sanitary Sewer Rehabilitation**  
**City Project No. 91140203**  
**Design Consultant Selection and Agreement for 2018-A**

**ISSUE**

Approve RH2 Engineering, Inc. to design the 2018-A CBD Sanitary Sewer Rehabilitation Project.

**BACKGROUND**

To date the City has re-lined over 10,000 feet of sanitary sewer pipe as part of CBD (Commercial Business District) Sanitary Sewer Rehabilitation Program. For 2018, the City is under contract to re-line approximately 4,000 feet of sewer pipe. As the overall sewer project proceeds, we are completing sections as budget allows. In February 2018, we advertised the first construction contract, which was awarded to Michels Corporation for \$449,633.25. This design agreement will continue the program for a second bid award in late 2018.

**ANALYSIS & FISCAL IMPACT**

Staff reviewed Statement of Qualifications from BHC Consultants, CHS Engineers and RH2 Engineering, Inc., which were listed in the Municipal Research and Services Center (MRSC) Consultant Roster for design and construction management services for sewers. RH2 Engineers (RH2) was selected for the design of the 2018-A CBD Sanitary Sewer Rehabilitation Project. RH2 has completed other design work for the City in the past and their work was satisfactory.

	<b>RH2 Agreement</b>	<b>2018 Budget</b>
2018-A CBD Sanitary Sewer Rehabilitation	<u>\$44,993.00</u>	<u>\$45,000.00</u>

**RECOMMENDATION**

Council is being asked to approve the agreement with RH2 Engineering, Inc. in the amount of \$44,993.00 for the 2018-A CBD Sanitary Sewer Rehabilitation Project and consider this item on the Consent Agenda at the April 16, 2018 Regular Meeting.

Attachments: Consultants Rating Sheet  
2018 CIP Page 81  
Consultant Agreement

2018 CBD Sewer Rehab Qualification Review (1= Top Choice, 2 = Second Choice, 3 = Third Choice)			
	RH2	CHS	BHC
Relevant Project Experience	1	1	2
Similar Size Projects	1	1	2
Ability to Coordinate with City Staff	1	2	2
Ability to keep project on schedule and within Budget	1	1	1
Project Team Availability of Key Team Members	1	1	1
Accuracy of Pasted Project	1	1	1
TOTALS			
(Lowest Total Score is best)	6	7	9
Firm Rank			
(1 - 3, Lowest = Best)	1	2	3

RH2 is Chosen for the 2018 SEWER REHAB PROJECT

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2017 to 2022

**PROJECT:** CBD Sanitary Sewer Rehabilitation

Project No. 91140203

**DESCRIPTION:**

The asbestos concrete pipe in the CBD (commercial business district) is approximately 45 years old and becoming soft. Slip lining the pipe will reinforce the strength with little impact to roadways and minimal excavation.

**JUSTIFICATION:**

If the pipe collapses, the street will have to be excavated and the cost of the repairs will be significant. In the last five years we have had four major pipe failures on Andover Park West and Andover Park East.

**STATUS:**

In 2014 and 2015, over 10,500 feet of asbestos sanitary sewer pipe were relined. In 2016 through 2018, 20,000 feet of asbestos sewer is scheduled to be relined.

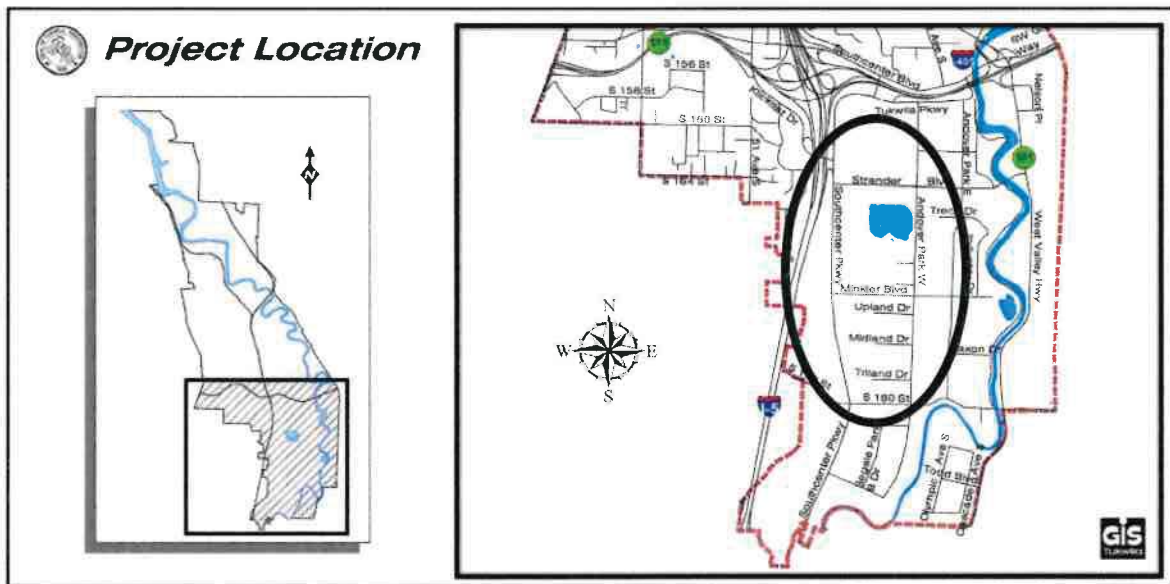
**MAINT. IMPACT:**

Reduced maintenance and repair costs.

**COMMENT:**

A Public Works Trust Fund loan was successfully obtained in 2012 for \$750k.

FINANCIAL (in \$000's)	Through 2015	Estimated 2016	2017	2018	2019	2020	2021	2022	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	323	37	45	45	45					495
Land (R/W)	1									1
Const. Mgmt.	112	85	120	120	120					557
Construction	736	1,540	1,100	1,100	1,049					5,525
<b>TOTAL EXPENSES</b>	<b>1,172</b>	<b>1,662</b>	<b>1,265</b>	<b>1,265</b>	<b>1,214</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,578</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
PW Trust Fund	750									750
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	422	1,662	1,265	1,265	1,214	0	0	0	0	5,828
<b>TOTAL SOURCES</b>	<b>1,172</b>	<b>1,662</b>	<b>1,265</b>	<b>1,265</b>	<b>1,214</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,578</b>





## City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

ORIGINAL PAGE NO. 1 OF 6 PAGES  
Contract Number:

### CONSULTANT AGREEMENT FOR ENGINEERING SERVICES

**THIS AGREEMENT** is entered into between the City of Tukwila, Washington, hereinafter referred to as "the City", and RH2 Engineering, INC (RH2), hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform Engineering Design services in connection with the project titled CBD Sanitary Sewer Rehabilitation.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending DEC 31, 2019, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than April 2, 2019 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
  - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$44,993.03 without express written modification of the Agreement signed by the City.
  - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
  - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
  - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - E. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:
1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  2. **Commercial General Liability** insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
  3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **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 with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- D. **Verification of Coverage.** 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 work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.
- E. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. **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 business days notice to the Consultant to correct the breach, immediately terminate the contract 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.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.

12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
  - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
  - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk  
City of Tukwila  
6200 Southcenter Boulevard  
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

22722 29<sup>th</sup> Drive SE, Suite 210  
Bothell, Wa 98021
18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF TUKWILA

CONSULTANT

\_\_\_\_\_  
Allan Ekberg, Mayor

By: Richard L Ballard

Printed Name: Richard L Ballard

Title: Director

Attest/Authenticated:

Approved as to Form:

\_\_\_\_\_  
City Clerk, Christy O'Flaherty

\_\_\_\_\_  
Office of the City Attorney



**EXHIBIT A**  
**Scope of Work**  
**City of Tukwila**  
**Central Business District Rehabilitation Phase IV**  
**Final Design and Services During Bidding**  
 March 2018

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## Background

The City of Tukwila (City) has programmed yearly upgrades to the wastewater collection system in its Central Business District (CBD). The pipe in the CBD has been especially prone to failure because of its 50- to 60-year age, material of construction (asbestos cement), and submergence below the groundwater table. The City conducted one major cured-in-place pipe (CIPP) project in 2014, another in 2016, and is just beginning construction on a third round. This Scope of Work is for designing the fourth round of pipeline improvements to be performed in 2018, which includes approximately 6,000 linear feet of sewer main along Andover Park West between Strander Boulevard and Minkler Boulevard and along Strander Boulevard between Southcenter Parkway and Christensen Road.

## Task 1 – Plans and Specifications for CBD Rehabilitation Phase IV

**Objective:** Prepare base maps and develop plan sheets, technical specifications, bid documents, and an engineer's estimate of probable cost for construction of the CIPP lining.

### Approach:

- 1.1 Conduct one (1) project initiation meeting and two (2) design review meetings (project manager and project engineer) with the City's engineering and operations staff prior to the bid advertisement.
- 1.2 Prepare preliminary plan sheets for the CIPP lining of existing gravity sewer at 1 inch equals 50 feet plan scale, based on City-identified sewer pipelines that need CIPP lining. *Plans will note pipe runs to be lined and will use geographic information system (GIS) files provided by the City as the base map. It is assumed that the CIPP contractor will submit traffic control and temporary wastewater bypass plans for approval during the construction phase.* Specify flow rates to be bypassed based on information from the City. Estimate the quantity of required bid items to construct the project and write payment descriptions for each item. Prepare a preliminary engineer's estimate of probable construction costs for the proposed improvements based on historical costs of similar projects in the vicinity, where possible. Provide preliminary review set, including the preliminary cost estimate, for City review.
- 1.3 Prepare 95-percent review sets of plans, technical specifications, bid documents, and construction cost estimate based on City review comments. *The CIPP lining will be split into two (2) parts: 1) base bid; and 2) bid alternate. The bid alternate is to include work to be performed if the bid prices are within the City's budget.* A schedule of pipe size, length, and material will be prepared for the pipes identified in the base bid and bid alternate. Assemble PDFs of technical specifications, plans, bid documents, and construction cost estimate for the CIPP lining. *Technical specifications are to be based on the Washington State Department of Transportation/American Public Works Association (WSDOT/APWA) format. Technical specifications are to be based on the*

*2018 edition of the Standard Specifications for Road, Bridge, and Municipal Construction.* Perform internal quality control review on the plans and technical specifications and integrate edits. Provide 95-percent review sets of plans, technical specifications, bid documents, and construction cost estimate for City review.

- 1.4 Finalize plans, technical specifications, bid documents, and construction cost estimate based on City review comments.

**Assumptions:**

- *RH2 will rely on the accuracy and completeness of any information, data, or materials provided or generated by the City or others in relation to this Scope of Work.*

**Participation or Information Needed from City:**

- Attendance at project initiation meeting and two (2) design review meetings by members of City's engineering and operations staff.
- Red-line comments on draft plan sets. Comments can be delivered to RH2 electronically via email or file-sharing site using marked-up PDF files (preferred). Alternatively, red-lined hard copies can also be used.
- GIS files of project area showing aerial imagery, existing pipelines and their diameters, manhole rim and invert elevations, and pipe material, if any were updated since these were previously provided. The clarity of the aerial imagery must be sufficient to allow bidders to plan areas for traffic and wastewater diversions during lining operations.
- Video inspection records (both video and hard-copy summaries) of all pipelines to receive CIPP lining, if available.
- Pump station flow rate records in the project area indicating approximate peak hour wastewater flow rates in the pipelines to receive CIPP lining.

**Information Previously Provided by the City:**

- Identification of existing gravity sewer pipelines needing CIPP lining.
- Sewer Map Book for the lines to receive CIPP.

**RH2 Deliverables:**

- Attendance at three (3) meetings.
- Base maps and preliminary design plans. Preliminary cost estimate based on preliminary design. To be provided electronically via email or file-sharing site (using PDF files) for review.
- PDF files of 95-percent plans, technical specifications, bid documents, and construction cost estimate (provided electronically via email or file-sharing site) for final review.
- PDF files of final plans, technical specifications, bid documents, and construction cost estimate (provided electronically via email or file-sharing site).
- Three (3) hard copies of final plans (half-size), technical specifications, bid documents, and construction cost estimate.

**Task 2 – Services During Bidding**

**Objective:** Assist the City and project bidders during the bidding phase for the CBD Rehabilitation Phase IV project.

**Approach:**

- 2.1 Convert bid package to PDF preferred by Builders Exchange of Washington (BXWA) and upload to BXWA's website.
- 2.2 Respond to questions from bidders and City during the bidding phase via phone and email, as requested by the City.
- 2.3 Prepare up to one (1) addendum to modify bid documents and provide clarification, if needed.

**Assumptions:**

- *Because the project documents will be uploaded to BXWA, no hard copies of bid sets will be provided to bidders.*
- *City will pay directly any advertising fees.*

**RH2 Deliverables:**

- PDF file of one (1) addendum, if needed.
- Responses to technical questions.

**Task 3 – Project Management Services**

**Objective:** Coordinate with City staff; monitor scope, budget, and schedule; review and issue invoices; and maintain project files and records.

**Approach:**

- 3.1 Coordinate with City staff regarding schedule, progress, and technical questions.
- 3.2 Prepare invoices. Review for consistency and monitor budget spent. Provide monthly status updates.
- 3.3 Maintain project records and project files.

**RH2 Deliverables:**

- Teleconference and email communication to coordinate with City staff.
- Monthly invoices and coordinating status updates.

**EXHIBIT B**  
 City of Tukwila  
 Central Business District Rehabilitation Phase IV  
 Final Design and Services During Bidding  
 Fee Estimate

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification						
Task 1	PLANS AND SPECIFICATIONS FOR CBD REHABILITATION PHASE IV	204	\$ 32,908.00	\$ -	\$ 4,865.40	\$ 37,773.40
Task 2	SERVICES DURING BIDDING	23	\$ 3,796.00	\$ -	\$ 100.30	\$ 3,896.30
Task 3	PROJECT MANAGEMENT SERVICES	18	\$ 3,237.00	\$ -	\$ 86.33	\$ 3,323.33
<b>PROJECT TOTAL</b>		<b>245</b>	<b>\$ 39,941.00</b>	<b>\$ -</b>	<b>\$ 5,052.03</b>	<b>\$ 44,993.03</b>

<b>EXHIBIT C</b>		
<b>RH2 ENGINEERING, INC.</b>		
<b>2018 SCHEDULE OF RATES AND CHARGES</b>		
<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$138	\$/hr
Professional II	\$153	\$/hr
Professional III	\$164	\$/hr
Professional IV	\$175	\$/hr
Professional V	\$191	\$/hr
Professional VI	\$203	\$/hr
Professional VII	\$219	\$/hr
Professional VIII	\$230	\$/hr
Professional IX	\$230	\$/hr
Technician I	\$100	\$/hr
Technician II	\$107	\$/hr
Technician III	\$132	\$/hr
Technician IV	\$140	\$/hr
Administrative I	\$69	\$/hr
Administrative II	\$81	\$/hr
Administrative III	\$96	\$/hr
Administrative IV	\$114	\$/hr
Administrative V	\$131	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.545	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.