

# COUNCIL AGENDA SYNOPSIS



-----Initials-----			
Meeting Date	Prepared by	Mayor's review	Council review
<b>01/28/19</b>	<b>RB</b>	<i>RM</i>	<i>KQH</i>
<b>02/04/19</b>	<b>RB</b>		

**ITEM No.**

**3.B.**

## ITEM INFORMATION

	STAFF SPONSOR: <b>RACHEL BIANCHI</b>	ORIGINAL AGENDA DATE: <b>1/28/19</b>
AGENDA ITEM TITLE <b>Construction testing and inspection services contract for Fire Station 51 and the Justice Center</b>		
CATEGORY	<input checked="" type="checkbox"/> Discussion <i>Mtg Date 1/28/19</i>	<input checked="" type="checkbox"/> Motion <i>Mtg Date 02/04/19</i>
	<input type="checkbox"/> Resolution <i>Mtg Date</i>	<input type="checkbox"/> Ordinance <i>Mtg Date</i>
	<input type="checkbox"/> Bid Award <i>Mtg Date</i>	<input type="checkbox"/> Public Hearing <i>Mtg Date</i>
	<input type="checkbox"/> Other <i>Mtg Date</i>	
SPONSOR	<input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> HR <input type="checkbox"/> DCD <input type="checkbox"/> Finance <input type="checkbox"/> Fire <input type="checkbox"/> TS <input type="checkbox"/> P&R <input type="checkbox"/> Police <input type="checkbox"/> PW <input type="checkbox"/> Court	
SPONSOR'S SUMMARY	<b>The Council is being asked to allow the Mayor to execute a contract to provide construction testing and inspection services for the Public Safety Plan – Fire Station 51 and Justice Center projects. These services and fee are expected and a part of the Council-approved budgets for these projects.</b>	
REVIEWED BY	<input type="checkbox"/> C.O.W. Mtg. <input type="checkbox"/> CDN Comm <input type="checkbox"/> Finance Comm. <input checked="" type="checkbox"/> Public Safety Comm. <input type="checkbox"/> Trans & Infrastructure <input type="checkbox"/> Arts Comm. <input type="checkbox"/> Parks Comm. <input type="checkbox"/> Planning Comm.	
	DATE: <b>01/22/19</b>	COMMITTEE CHAIR: <b>ROBERTSON</b>

### RECOMMENDATIONS:

SPONSOR/ADMIN. **Mayor's Office**

COMMITTEE **Unanimous Approval; Forward to Committee of the Whole**

### COST IMPACT / FUND SOURCE

EXPENDITURE REQUIRED	AMOUNT BUDGETED	APPROPRIATION REQUIRED
<b>\$95,782</b>	<b>\$95,782</b>	<b>\$95,782</b>

Fund Source:

Comments:

MTG. DATE	RECORD OF COUNCIL ACTION
<b>1/28/19</b>	
MTG. DATE	ATTACHMENTS
<b>1/28/19</b>	<b>Informational Memorandum dated January 11, 2019</b>
	<b>Draft Contract</b>
	<b>Minutes from the Public Safety Committee meeting of 1/22/19</b>
<b>2/4/19</b>	





## INFORMATIONAL MEMORANDUM

**TO:** Public Safety Committee

**CC:** Mayor Allan Ekberg

**FROM:** Rachel Bianchi, Deputy City Administrator

**BY:** Justine Kim, Senior Program Manager, Shiels Obletz Johnsen

**DATE:** January 11, 2019

**SUBJECT:** Mayes Testing Engineers Contract for Construction Testing and Inspection Services

### ISSUE

The Council is being asked to allow the Mayor to execute a contract to provide construction testing and inspection services for the Public Safety Plan – Fire Station 51 and Justice Center projects. These services and fee are expected and a part of the Council-approved budgets for these projects.

### BACKGROUND

The City requires the services of a testing and inspections firm for the construction testing and inspections for Fire Station 51 and Justice Center projects. These services help ensure the project construction process adheres to the designed specifications and criteria intended to meet the applicable codes. After thorough staff review of the candidate firms that responded to the City's Request for Qualifications Mayes Testing Engineers was chosen.

The City issued and advertised a Request for Proposals (RFP) inviting interested firms to submit a proposal to provide the necessary consulting services for the projects. Five firms submitted proposals. The proposals were reviewed and evaluated by three reviewers against the scoring criteria in the RFP. Based on their qualifications and proposed fee estimate, Mayes Testing Engineers, Inc. is the top ranked firm and is recommended for selection. The City has confirmed that Mayes Testing Engineers, Inc. is well qualified to conduct the work required. The project team requests authorization to contract for the construction testing and inspection services for the Tukwila Public safety Plan – Fire Station 51 and Justice Center projects.

In addition, Fire Station 52 project will require construction testing and inspections services. At this point, a reasonable allowance for FS 52 has been identified to allow for the City to add this scope of work to the consultant's contract, when that project is ready to start construction. Because the proposed fee is an estimate, and will vary based on actual services required during construction, a 10% contingency has been added. The City will issue the initial notice to proceed solely for the amount needed for Fire Station 51 and the Justice Center.

## **FISCAL IMPACT**

The contract amount, allowance for Fire Station 52 and contingency are all within the projects budgets. The following table shows the contract amount, allowance for FS 52 and the contingency amount.

Justice Center (estimated fee)	37,100
Fire Station 51 (estimated fee)	19,975
<b>Contract Amount</b>	<b>57,075</b>
Fire Station 52 (allowance)	30,000
Contingency (10% of above)	8,707
<b>Total</b>	<b>\$95,782</b>

## **RECOMMENDATION**

The Committee is being asked to approve the testing and inspection contract and consider this item at the Committee of the Whole meeting on January 28, 2019 and subsequent Regular Council meeting on February 4, 2019.

## **ATTACHMENTS**

City of Tukwila Consultant Agreement for construction testing and inspections services





## City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

### CONSULTANT AGREEMENT FOR CONSTRUCTION TESTING AND INSPECTION SERVICES

**THIS AGREEMENT** is entered into between the City of Tukwila, Washington, hereinafter referred to as "the City", and Mayes Testing Engineers, Inc., 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 construction testing and inspection services in connection with the projects titled Tukwila Safety Plan – Fire Station 51 and Justice Center.
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 at the end December 2020, 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 December 31, 2020, 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 "A" within the proposal attached hereto, provided that the total amount of payment to the Consultant shall be on a time and materials basis, not to exceed **\$19,975** for the Fire Station 51 project and **\$37,100**, including all miscellaneous Services. The contract amount will not be changed without express written modification of the Agreement signed by the City. The total contract amount will be **\$57,075**, excluding Washington State Sales Tax.
  - 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:  

Mayes Testing Engineers, Inc.  
Attn: Timothy G. Beckerie  
20225 Cedar Valley Road  
Suite 110  
Lynnwood, WA 98036
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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Authenticated:

Approved as to Form:

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

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





# MAYES TESTING ENGINEERS, INC.

A Terracon COMPANY

**Seattle Office**  
20225 Cedar Valley Road  
Suite 110  
Lynnwood, WA 98036  
ph 425.742.9360  
fax 425.745.1737

**Tacoma Office**  
10029 S. Tacoma Way  
Suite E-2  
Tacoma, WA 98499  
ph 253.584.3720  
fax 253.584.3707

**Portland Office**  
7911 NE 33rd Drive  
Suite 190  
Portland, OR 97211  
ph 503.281.7515  
fax 503.281.7579

December 6, 2018

Ms. Paige Premseelaar  
Shiels Oblatz Johnsen Inc.  
paigem@sojsea.com

Re: Request for Proposal - Construction Testing and Inspection Services  
City of Tukwila Public Safety Plan Projects  
Including but not limited to: Fire Station 51 and 52 Project and Justice Center  
Mayes Testing Engineers Proposal No. 18549T

Dear Ms. Premseelaar

We are pleased to submit our qualifications and estimates for the City of Tukwila Public Safety Plan Projects – Fire Station 51 and 52 and the Justice Center. Our firm is known for the experience of our inspectors, our active participation with project teams, and our materials engineering expertise. Please find attached our qualifications and estimates.

The point of contact for this RFQ will be:

Paul D. Davis, P.E., Office Manager  
10029 S. Tacoma Way, Suite E-2 | Tacoma, WA 98499  
D (253) 573 9939 | F (253) 573 9959 | M (253) 327 3410  
[paul.davis@terracon.com](mailto:paul.davis@terracon.com)

We have experience working with members of the project teams including Weinstein A+U, Swenson Say Faget, Lydig Construction, DLR Group, KPFF and BNBuilders. Projects with Weinstein A+U include 2220 East Union, 1012 First Avenue Renovation, and State Hotel Renovation. Projects with Swenson Say Faget include Ballard Park, YWCA Family Village at Issaquah and UW Hall Health Primary Care Center. Lydig projects include Seattle SD Wilson Pacific Middle School, Seattle SD Pinehurst School and GSA Building 7 Structural Renovation. DLR Group projects include Boeing NBF Customer Delivery Center, U Place Phase 1 Building and Beaverton SD Kaiser K5. KPFF projects include SeaTac Airport International Arrivals Facility, Expedia Headquarters Seattle and Third and Lenora Tower. BNBuilders projects include 1818 Fairview Avenue East Life Sciences Building, SEA113 BE Meyers and MultiCare Allenmore Behavioral Health.

We can provide a sample certificate of insurance upon request.

If you have any questions or if we may be of further assistance, please do not hesitate to call. Thank you for your consideration.

Respectfully Submitted,  
**MAYES TESTING ENGINEERS, INC.**



Timothy G. Beckerle, P.E.  
Principal

<b>Firm Qualifications:</b> Firm Profile, Organizational Structure & Staff Certifications
<b>Project Experience</b>
<b>Proposed Personnel</b>
<b>Fee Proposal:</b> Estimates & Fee Schedule
<b>Exceptions Memo</b>



Corporate Headquarters  
18001 W. 106th St, Ste 300  
Olathe, Kansas 66061  
140+ Branch Offices Nationwide  
4000+ Employees  
ENR Top 50 Design Firm

### Mayes Testing Engineers Mission Statement

*"We create loyal clients by providing them with professional solutions that stand."*

Mayes Testing Engineers stands behind our clients by providing professional solutions, which include quality inspection, testing and materials engineering services, that contribute to safe, economical and enduring structures.

Mayes Testing Engineers stands behind our employees by offering personal growth, continuous training and a rewarding career path in a professional environment.

Mayes Testing Engineers stands for a healthy, growing, profitable company that rewards its employees and supports the community.

### MAYES TESTING ENGINEERS PROVIDES PROFESSIONAL SOLUTIONS THAT STAND.

Mayes Testing Engineers was founded in 1984 and has offices in Lynnwood, Tacoma and Portland with a combined staff of over 120 employees. In August 2016, Mayes joined Terracon which not only brings additional local staff to our team, but provides resources of a national company with over 4000 employees. Quality service and client satisfaction have helped Mayes Testing Engineers become one of the largest and best-known providers of construction quality assurance services in the Pacific Northwest.

Our services include:

- Special Inspections
- Construction Materials Testing
- Condition Surveys
- Nondestructive Testing
- Materials Engineering and Consulting
- Seismic Welding Quality Assurance/Quality Control Plans

Our commitment to excellence includes hiring and retaining the most qualified staff in the industry. Among our management staff, including ten Professional Engineers, are some of the most experienced materials experts in the Pacific Northwest. They provide valuable support to the project team. Our project management structure is designed to ensure clients receive excellent communication, technical support and effective cost control for large and small projects from start to finish.

Mayes Testing Engineers continues to develop new and improved services for our clients. We strive to provide the most competent, knowledgeable inspectors in the field. Our Training Program provides numerous lab and field opportunities to help all employees further their skills within the company.

Mayes Testing Engineers is proud of the client relationships we have built. Our client list includes:

- State of Washington
- Port of Seattle
- University of Washington
- Microsoft
- Boeing
- Amazon
- Portland State University
- City of Tacoma
- State of Alaska
- Kemper Development
- Many schools and hospitals



## Firm Qualifications: Organizational Structure

Mayes Testing Engineers, Inc. has fully accredited laboratories in Washington and Oregon. The firm's principals are full-time Registered Professional Engineers. Project Managers and Inspection Managers have more than 15 years of experience in testing, inspection, and consulting. The firm has materials engineers in welding, concrete, soils, masonry, asphalt, fiber reinforced polymer, and nondestructive testing. To insure high quality and consistent performance, the Quality Control Manager performs periodic audits on all inspectors and laboratory personnel. A fundamental element of Mayes Testing Engineers' structure is easy access to principals and managers by field personnel and clients.

**FIRM NAME:** Mayes Testing Engineers, Inc. a Terracon Company

**WEBSITE:** [www.mayestesting.com](http://www.mayestesting.com)

**FOUNDED:** 1984 as Boss Testing, Inc., 1991 as Boss & Mayes Testing Engineers, Inc., 1996 as Mayes Testing Engineers, Inc., 2016 merged with Terracon Consultants, Inc.

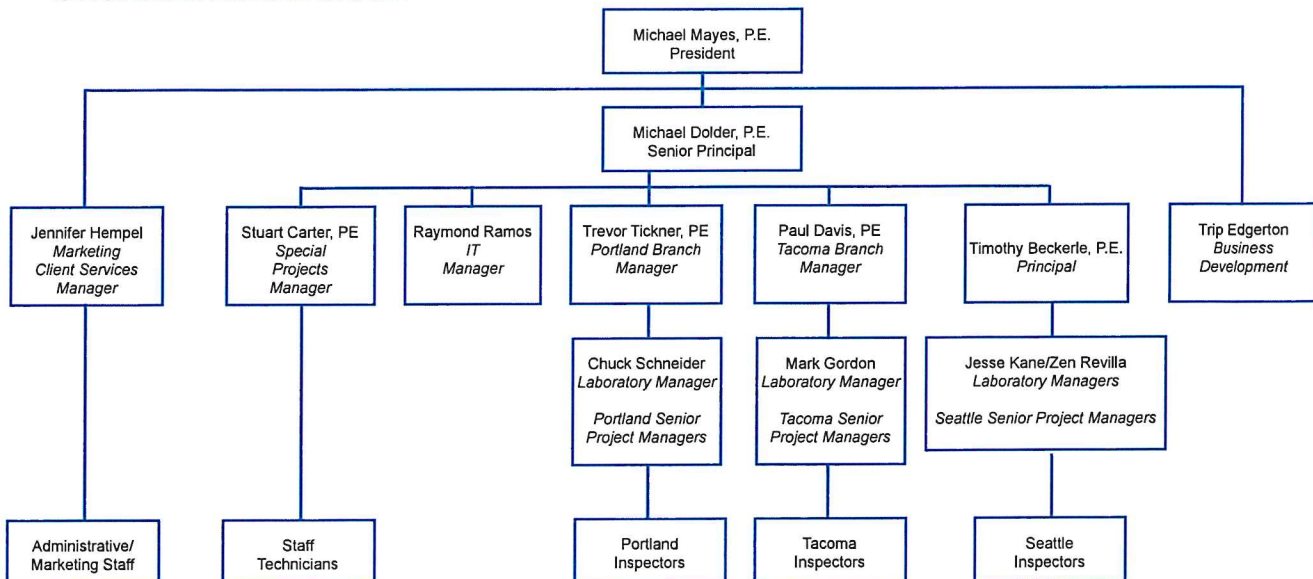
**FEDERAL ID:** 81-3376917

**DUNS:** 782464481

**WA UBI:** 602-362-795

**OWNERSHIP STRUCTURE:** Terracon is 100 percent employee-owned. No single employee owns more than five percent of overall company shares. The single largest shareholder is a Terracon employee ESOP program.

### MAYES TESTING ENGINEERS, INC. ORGANIZATIONAL CHART



### FIRM LOCATIONS

**Seattle Office**  
20225 Cedar Valley Road  
Suite 110  
Lynnwood, WA 98036  
Ph: 425.742.9360  
Fax: 425.745.1737  
[mdolder@mayestesting.com](mailto:mdolder@mayestesting.com)

**Portland Office**  
7911 NE 33rd Drive  
Suite 190  
Portland, OR 97211-1960  
Phone: 503.281.7515  
Fax: 503.281.7579  
[trevor.tickner@terracon.com](mailto:trevor.tickner@terracon.com)

**Tacoma Office**  
10029 S Tacoma Way  
Suite E2  
Tacoma, WA 98499  
Phone: 253.584.3720  
Fax: 253.584.3707  
[paul.davis@terracon.com](mailto:paul.davis@terracon.com)

# Firm Qualifications: Staff Certifications

EMPLOYEE	CONCRETE					STEEL			F/P	S/C	S/M	MISCELLANEOUS													
	ACI Grade 1	WABO - Batch/Placement	ICC - Concrete	WABO - Reinforced Concrete	ICC - Prestressed Concrete	WABO - Prestressed Concrete	ICC- Structural Steel	WABO - Structural Steel	AWS/CWI	Ultrasonic Level II	Magnetic Particle Level I/II	Penetrant Level I/II	ICC - Fireproofing	WABO - Fireproofing	WABO - Fire Resistant Penetra	WABO Shotcrete	ICC - Structural Masonry	WABO - Structural Masonry	Asphalt Testing	Soils Compaction	NICET Certificate	WABO-Cold-Formed Steel Framing	Soil Bearing Capacity	WABO - Lateral Wood	Proprietary Anchors Class
Brett Adam	-		-	-		-						-			-										-
Joe L. Allen	-	-	-	-		-	-					-	-		-	-	-							-	-
Edward Bauman	-			-		-		-					-			-							-	-	-
Tim Beckerle	-																		-	-			-		
Bruce Berger								-																	
Dave Bernier	-			-												-							-	-	-
Andrew Bontrager	-		-	-		-										-								-	-
Shannon Burgess	-						-																	-	-
Tom Cain	-		-	-	-	-	-					-	-		-	-	-	-	-	-		-	-	-	-
Ahmed Alnazary																									
Tom Callea		-						-																-	
Danielle Candelaria	-	-					-	-		-	-													-	-
Raymond Carter	-	-	-			-						-	-		-									-	-
Stuart Carter	-		-	-	-	-						-			-		-	-	-	-	-		-	-	-
John Chebul	-		-	-	-	-	-								-	-	-	-			-	-	-	-	-
Steve Collins							-	-	-	-	-														
Ilir Dardania	-		-	-	-	-							-		-	-	-	-				-	-	-	-
Paul Davis	-																								
Heath Defoor	-		-	-	-	-						-	-		-	-	-	-				-	-	-	-
Lloyd Detterich	-		-				-	-								-	-	-					-	-	-
John Dizon																									
Keith Dohrman	-	-	-	-	-	-									-	-	-	-					-	-	-
Randy Dohrman	-	-	-	-	-	-									-	-	-	-					-	-	-
Mike Dolder	-			-											-	-	-	-					-	-	-
Trip Edgerton	-		-	-	-	-						-			-	-	-	-					-	-	-
Beorn Edmonds	-	-	-	-	-	-	-					-	-		-	-	-	-			-	-	-	-	-
Bob Gardner	-		-	-	-	-	-					-	-		-	-	-	-							
Mark Gordon	-		-	-	-	-									-	-	-	-					-	-	-
Kevin Graham	-	-	-	-	-	-									-	-	-	-					-	-	-
Ryan Green																									
Brad Gross	-						-	-	-	-	-														
Biniyam Hailemariam	-	-																							
Carl Harrington	-	-	-	-	-	-	-					-	-		-	-	-	-				-	-	-	-
Jeffery Helton																									
Kevin Hill	-	-	-	-	-	-						-	-		-	-	-	-					-	-	-
Aaron Hisel-Ritz	-		-	-	-											-							-	-	-
Matt Howey	-	-		-																				-	-
Brody Humphrey	-																							-	-
Ian Janeczko	-		-																					-	-
Kelly Johnson	-																			-					



**Firm Qualifications: Staff Certifications**

EMPLOYEE	CONCRETE			STEEL			F/P	S/C	S/M	MISCELLANEOUS															
	ACI Grade 1	WABO - Batch/Placement	ICC - Concrete	WABO - Reinforced Concrete	ICC - Prestressed Concrete	WABO - Prestressed Concrete	ICC- Structural Steel	WABO - Structural Steel	AWS/CWI	Ultrasonic Level II	Magnetic Particle Level I/II	Penetrant Level I/II	ICC - Fireproofing	WABO - Fireproofing	WABO - Fire Resistant Penetra	WABO Shotcrete	ICC - Structural Masonry	WABO - Structural Masonry	Asphalt Testing	Soils Compaction	NICET Certificate	WABO- Cold-Formed Steel Framing	Soil Bearing Capacity	WABO - Lateral Wood	Proprietary Anchors Class
Jesse Kane	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Jim Kay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Jacob Keas	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alex Keyzers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Samuel Larson	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Joseph Long	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nicholas Leede	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Anas Mahdi	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Zachary Mamlock	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Marco Martinez	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mike Mattox	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mike Mayes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Joel Morder	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
D. Bruce Morgan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lonny Morrison	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Samuel Owens	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Karl Pauly	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Chris Putnam	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Zen Revilla	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Carl Reynolds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Patrick Rice	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dennis Sanborn	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
David Schmutzler	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Keenan Schulz	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ed Smith	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Kyle Smith	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Charles Solway	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Skip Szurek	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Carl Tacker	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Erik Tichenor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Barry Tuttle	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Earl Uy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Jeffrey VanBlaricom	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Aaron VanderPol	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mark Vassallo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wally Wagner	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Jeffrey Ward	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Craig Williams	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Todd Wirtz	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



### SNOHOMISH COUNTY COURTHOUSE RENOVATION

Everett, WA



**DATE:** 2018 – Present

**FEES:** \$313,442

**DESCRIPTION:** This \$72 million project consists of a five level (plus partial basement) structural steel addition totaling 30,214 gross square feet as Phase I. Phase II will consist of the renovation of approximately 47,229 gross square feet of the existing Courthouse which will remain operational during the renovation.

**REFERENCES:**

- Owner: Snohomish County – Jeff Hencz (206) 499-0747

### PORT OF TACOMA PIER 4 PHASE 2 RECONFIGURATION

Tacoma, WA



**DATE:** Sep 2016 – Apr 2018

**FEES:** \$209,294

**DESCRIPTION:** This \$83 million project is part of a \$250 million terminal improvement project to strengthen and realign the existing berth to handle new cranes capable of serving ultra large container ships. Scope of work involves demolition, wharf construction, dredging, and construction of a two-story structural

steel framed marine building.

**REFERENCES:**

- Owner: Port of Tacoma – Mike Kisak (253) 383-5841

### POS SEATAC AIRPORT INTERNATIONAL ARRIVALS FACILITY

SeaTac, WA



**DATE:** Sep 2017 – Present

**FEES:** \$925,870

**DESCRIPTION:** This \$766 million project is a new expanded arrivals facility at SeaTac Airport. The facility includes a multi-level, 450,000 square-foot building located east of the current Concourse A. An iconic aerial walkway spans 900 feet across and 85 feet above the existing taxi lane and connects arriving

international passengers from the South Satellite across the top of Concourse A to the new facility.

**REFERENCES:**

- Owner: Port Construction Services – Sara Mitchell (206) 604-7390



### SEATTLE OPERA AT THE CENTER

Seattle, WA



**DATE:** Jun 2017 – Present

**FEES:** \$163,188

**DESCRIPTION:** This \$60 million project consists of a four-story, 105,000-square-foot facility on the site of the vacant Mercer Arena at Seattle Center. The public will be able to watch rehearsals, see sets assembled and attend community and educational events. A big window along Mercer Street will give passersby a view into the rehearsal and community spaces.

**REFERENCES:**

- Owner Rep: Shiels Oblatz Johnsen, Inc – Mike Tihista (206) 396-9059

### WASHINGTON STATE CONVENTION CENTER

Seattle, WA



**DATE:** Aug 2018 – Present

**FEES:** \$2,242,990

**DESCRIPTION:** This \$1.6 billion project consists 1.5-million square foot addition to the convention center. The schedule will be very fast paced. The buildings are supported on concrete mat footings, large trusses, brace frames and seismic demand critical welding. The concrete floor quality will be critical. The facility incorporates 1,250,000 square feet of convention space and 250,000 square feet of parking and retail in an innovative program including stacked exhibit halls – located both above and below grade – two stacked meeting room levels and an industry leading 60,000 square foot ballroom. The project also includes two adjacent blocks of mixed-use co-development towers to the north, planned as a 542,000 square foot office tower and a 404-unit residential tower. Both rise over street-level podiums with retail opportunities and sit above the convention center's below-grade loading docks.

**REFERENCES:**

- Owner: Pine Street Group, LLC – Sam Russell (206) 340-9897

### UW COMPUTER SCIENCE & ENGINEERING EXPANSION

Seattle, WA



**DATE:** Jan 2017 – Present

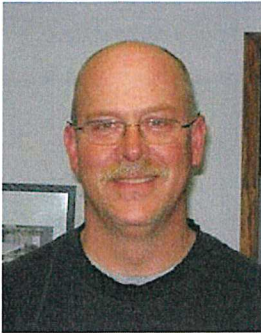
**FEES:** \$156,910

**DESCRIPTION:** This \$110 million project consists of a new 5 floor, 135,000 square-foot building. The expansion building features a two-sided curving form that responds to the topography and flow of campus circulation. The site design reaches beyond the boundaries of the building with a shared plaza, improving pedestrian connections across Stevens Way and embracing the Mechanical Engineering and Civil Engineering buildings to either side.

**REFERENCES:**

- Owner: University of Washington – Bryan Elion (206) 897-1868

Our proposed team has extensive experience with on-call testing projects, successfully completing hundreds of projects. The varied and complex nature of this project requires expertise in every facet of construction.



### **PROJECT MANAGER – Dennis Sanborn**

We propose Dennis Sanborn as the Project Manager. Mr. Sanborn has 28 years of inspection experience. He holds WABO licenses for all inspection disciplines and has extensive soils and asphalt testing experience. He has successfully managed several public projects including SeaTac Airport, Rental Car Facility, Pierce Transit Parking Garage, Tacoma Art Museum, Tacoma Community College Expansion and Southcenter Mall Parking Garages. He will provide preconstruction services, coordinate inspections, provide cost management and technical support as well as coordinate project closeout services.

#### **Education:**

- Reinforced Concrete I & II, Structural Steel I & II, Seattle Central Community College

#### **Registrations/Certifications:**

- WABO Certified Inspector In: Reinforced Concrete, Prestressed Concrete, Structural Steel and Bolting, Structural Welding, Spray Applied Fireproofing, Shotcrete, Structural Masonry, Proprietary Anchors
- WABO Certified Field Supervisor for Reinforced Concrete, Prestressed Concrete, Spray Applied Fireproofing, Shotcrete, Structural Masonry, Proprietary Anchors
- ICC Certified Inspector In: Reinforced Concrete, Prestressed Concrete, Structural Steel/Welding, Spray Applied Fireproofing, Structural Masonry
- ACI Certified Level I Concrete Field Inspector
- Troxler Certified for Nuclear Densometer



### **LEAD INSPECTOR – Carl Tacker**

Our proposed Lead Inspector for these projects is Carl Tacker. Mr. Tacker has 27 years of experience in the welding and structural steel industry with extensive knowledge of all aspects of steel fabrication and construction. He possesses great problem solving abilities. Projects he has worked on include POS SeaTac International Arrivals Facility, Port of Tacoma Pier 4 Phase 2 Reconfiguration, Boeing Renton Bldg 4-86 Dinol Booths, MultiCare Allenmore Behavioral Health, and Southport Office Buildings. He is responsible for materials testing and inspection, report preparation and communication with the project team.

#### **References:**

- Boeing – Russ Bates (206) 218-9475 russell.h.bates@boeing.com
- Boeing – Katrina Toole (206) 651-1694 katrina.m.toole@boeing.com
- Boeing – Oana Wilson (206) 259-1005 oana.o.wilson@boeing.com

#### **Registrations/Certifications:**

- WABO Certified Inspector in: Reinforced Concrete, Structural Steel and Bolting, Structural Welding, Proprietary Anchors
- ICC Certified Inspector in: Reinforced Concrete, Structural Steel/Bolting, Structural Welding
- AWS/CWI Certified Welding Inspector, No. 07110471
- ASNT Level II Certified UT and MT



The below estimate for the Fire Station 51 project is based on review of the 60% CD Set dated 11/1/18. A detailed construction schedule was not available for our review. Additionally, documents for Fire Station 52 were not available. We assume that Station 52 will be of similar construction to Station 51 and therefore the estimate for Station 51 can be used as a ROM cost for Station 52. Once additional information becomes available it would benefit the City of Tukwila to provide us the opportunity to review and revise these estimates based on the updated information. We assume all soils related testing and inspection will be performed by the geotechnical engineer of record. We assume structural steel members will come from a local Puget Sound or Portland area fabrication shop.

**Tukwila Fire Station 51  
Testing and Inspection Services  
Mayes Testing Engineers, Inc. Cost Estimate No. 18549T**

Item	Estimated No. of Units	Unit Price	Extended Total
<b>Inspection Services</b>			
Reinforced Concrete Inspection	44 Hours	75.00 /hr	3,300.00
Foundations: Estimate 4 inspections at 4 hours per inspection			
Slabs on grade: Estimate 3 inspections at 4 hours per inspection			
Misc/Sitework: Estimate 4 inspections at 4 hours per inspection			
Cold Form Metal Framing Inspection	16 Hours	75.00 /hr	1,200.00
Estimate 4 inspections at 4 hours per inspection			
Masonry Veneer Inspection	20 Hours	75.00 /hr	1,500.00
Estimate 4 inspections at 5 hours per inspection			
Structural Steel Fabrication Inspection	20 Hours	90.00 /hr	1,800.00
Estimate 5 inspections at 4 hours per inspection			
Structural Steel Erection Inspection	80 Hours	90.00 /hr	7,200.00
Estimate 10 inspections at 8 hours per inspection			
Ultrasonic Testing	20 Hours	95.00 /hr	1,900.00
Estimate 5 inspections at 4 hours per inspection			
Project Management <i>(Includes meetings, site visits, report review, mix design review, and misc. consultation)</i>	15 Hours	105.00 /hr	1,575.00
<b>Laboratory Services</b>			
Concrete Compressive Strength Cylinder Test	60 Each	25.00 ea	1,500.00
<b>Miscellaneous Services</b>			
Cylinder Pick-up			No Charge
Mileage			No Charge
Secretarial Services <i>(Types reports, mail, postage, etc.)</i>			No Charge
<b>Total Estimated Costs:</b>			<b>\$19,975.00</b>

A four-hour minimum charge per call applies to all inspections. A premium rate of 1.5 times the regular will be charged for all work outside of normal working hours in excess of 8 hours per day and on Saturdays, Sundays and Legal Holidays. Payment is net 30 days. This estimate is valid for 90 days.



The below estimate for the Justice Center is based on review of the plans dated 10/5/18. A detailed construction schedule was not available for our review. Once additional information becomes available it would benefit the City of Tukwila to provide us the opportunity to review and revise these estimates based on the updated information. We assume all soils related testing and inspection will be performed by the geotechnical engineer of record. We assume structural steel members will come from a local Puget Sound or Portland area fabrication shop.

**Tukwila Justice Center  
Testing and Inspection Services  
Mayes Testing Engineers, Inc. Cost Estimate No. 18549T**

Item	Estimated No. of Units	Unit Price	Extended Total
<b>Inspection Services</b>			
Reinforced Concrete Inspection	96 Hours	75.00 /hr	7,200.00
Foundations: Estimate 6 inspections at 4 hours per inspection			
Resteel: Estimate 5 inspections at 4 hours per inspection			
Slabs on grade: Estimate 4 inspections at 4 hours per inspection			
Slabs on deck: Estimate 4 inspections at 4 hours per inspection			
Misc/Site: Estimate 5 inspections at 4 hours per inspection			
Structural Steel Fabrication Inspection	40 Hours	90.00 /hr	3,600.00
Estimate 10 inspections at 4 hours per inspection			
Structural Steel Erection Inspection	200 Hours	90.00 /hr	18,000.00
Estimate 5 weeks 40 hours per week			
Ultrasonic Testing	20 Hours	95.00 /hr	1,900.00
Estimate 5 inspections at 4 hours per inspection			
Baseplate Grout Inspection	8 Hours	75.00 /hr	600.00
Estimate 2 inspections at 4 hours per inspection			
Project Management <i>(Includes meetings, site visits, report review, mix design review, and misc. consultation)</i>	30 Hours	105.00 /hr	3,150.00
<b>Laboratory Services</b>			
Concrete Compressive Strength Cylinder Test	100 Each	25.00 ea	2,500.00
Grout Compressive Strength Test	6 Each	25.00 ea	150.00
<b>Miscellaneous Services</b>			
Cylinder Pick-up			No Charge
Mileage			No Charge
Secretarial Services <i>(Types reports, mail, postage, etc.)</i>			No Charge
<b>Total Estimated Costs:</b>			<b>\$37,100.00</b>

A four-hour minimum charge per call applies to all inspections. A premium rate of 1.5 times the regular will be charged for all work outside of normal working hours in excess of 8 hours per day and on Saturdays, Sundays and Legal Holidays. Payment is net 30 days. This estimate is valid for 90 days.

**P2 Fee Schedule**

**INSPECTION SERVICES**

Concrete Inspection ( <i>includes Reinforcing Steel, Concrete Placement, Shotcrete, Augercast Grout, Grout, Batchplant</i> )	75.00 /hour
Post Tension Concrete Inspection ( <i>includes placement and stressing</i> )	75.00 /hour
Proprietary Anchor Inspection ( <i>includes Epoxy Grouted and Expansion Anchors</i> )	75.00 /hour
Masonry Inspection ( <i>Includes cmu and brick veneer</i> )	75.00 /hour
Lateral Framing Inspection ( <i>includes wood and light gauge</i> )	75.00 /hour
Seismic Resistance System Inspection	75.00 /hour
Fiber-Reinforced Polymer Inspection	75.00 /hour
Fireproofing Inspection	75.00 /hour
Laboratory Technician	85.00 /hour
Lead Inspector	90.00 /hour
Structural Steel/Welding Inspection ( <i>includes bolting</i> )	90.00 /hour
<b>Non-Destructive Testing</b>	
Dye Penetrant Testing	95.00 /hour
Magnetic Particle Testing	95.00 /hour
Ultrasonic Testing	95.00 /hour

**LABORATORY SERVICES**

<b>Concrete Testing</b>	
Concrete Absorption, Unit Weight and Moisture Content Test	45.00 each
Concrete, Augercast Grout or Nonshrink Compressive Strength Cylinder Test ( <i>includes curing, breaking and report</i> )	25.00 each
Concrete Compressive High Strength Cylinder Test ( <i>over 10,000 psi</i> )	30.00 each
Concrete Core Compressive Strength Test ( <i>includes trimming and testing</i> )	66.00 each
Shotcrete Panel Test ( <i>includes 4 cores</i> )	160.00 each
Voids and Density of Hardened Concrete Test ( <i>ASTM C642</i> )	75.00 each
<b>Masonry Testing</b>	
Masonry Drying Shrinkage Test ( <i>set of 3</i> )	300.00 each
Masonry Grout or Mortar Compressive Strength Test	25.00 each
Masonry Prism Test ( <i>grouted or ungrouted</i> )	110.00 each
Retaining Wall Unit Absorption Test	45.00 each

**LABORATORY SERVICES**

<b>Miscellaneous Testing</b>	
Fireproofing Density Test	80.00 each
Tensile Test on Coupon Assembly ( <i>with slippage #3 - #9</i> )	80.00 each
Tensile Test on Coupon Assembly ( <i>with slippage #10 - #18</i> )	105.00 each
Universal Test Machine & Operator	135.00 /hour
Weld Fracture Test	80.00 each

**ENGINEERING SERVICES**

NDE Level III Consultation	175.00 /hour
Principal Engineer	175.00 /hour
Staff Engineer ( <i>includes Pachometer Testing, Floor Flatness Testing, Impact Echo Testing, Load Testing &amp; Moisture Emissions Testing</i> )	140.00 /hour
Engineering Technician	105.00 /hour
Project Manager	105.00 /hour

**OTHER**

Mileage ( <i>charged only outside our regular service area</i> )	0.65 /mile
Subsistence ( <i>lower 48 states</i> )	Federal GSA Rate
Reimbursable Expenses ( <i>commercial travel, rentals, consumables, etc.</i> )	Cost + 15%
Subconsultants	Cost + 15%

\*A four hour minimum charge applies to all inspections. Overtime rate of 1.5 times the regular rate applies to all work performed outside of normal working hours, weekends and holidays.



## Exceptions

**TO:** The City of Tukwila  
**FROM:** Terracon Consultants, Inc.  
**DATE:** November 28, 2018  
**RE:** Request for Proposal Construction Testing and Inspection Services – Fire Station 51 and 52 Project and Justice Center

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Terracon Consultants, Inc. ("Terracon") has reviewed the Consultant Agreement for \_\_\_\_\_ Services provided by the City of Tukwila ("City") as part of the RFP, and respectfully requests the following modifications:

1. Section 7 Indemnification – please revise the section as follows:

7. Indemnification. The Consultant shall indemnify and hold the City, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees and costs of defense, to the extent arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

Terracon's professional liability insurance covers claims that result from any negligence and errors or omissions to the extent committed by our professionals. Requiring an indemnification which is not limited to negligence or willful acts is beyond what is covered by Terracon's Professional Liability insurance and would expose Terracon to the potential of uninsurable claims. By making the requested changes, Terracon ensures that its Professional Liability insurance will be available in the unlikely event of a claim, which benefits both Terracon and the City. Additionally, the carrier under the Professional Liability policy does not provide coverage for an upfront defense obligation due to the requirement of the engineering professional to provide a defense regardless of whether or not it was determined to be liable. Terracon requests to have the affirmative defense obligation restated as a calculation of defense costs as part of the overall damages. This avoids the situation where Terracon is required to take on the City's litigation costs in the event Terracon is ultimately determined not at fault.

The remainder of the terms are acceptable. Terracon's agreement to perform the services requested in this Agreement is not contingent upon the City's acceptance of each requested modification. Terracon is willing to enter in to good faith negotiations regarding these terms and conditions. Any questions or concerns regarding these requested changes can be directed to Anish Patel at [anish.patel@terracon.com](mailto:anish.patel@terracon.com) or by phone at (913) 202-7558.





### PUBLIC SAFETY COMMITTEE

Meeting Minutes

January 22, 2019 – 5:30 p.m. – Hazelnut Conference Room, City Hall

Councilmembers: Dennis Robertson, Chair; Kate Kruller, Zak Idan  
Staff: David Cline, Rachel Bianchi, Bruce Linton, Randy Edwards, Trish Kinlow, Jay Wittwer, Laurel Humphrey  
Guests: Justine Kim, Shiels Oblatz Johnsen; Jay Stark, resident

**CALL TO ORDER:** Chair Robertson called the meeting to order at 5:30 p.m.

#### I. ANNOUNCEMENT

#### II. BUSINESS AGENDA

**A. Contract Amendment: Forestry and Environmental Services for the Justice Center**

Staff is seeking Council approval of Amendment No. 3 in the amount of \$18,920 with DLR Group, Inc. for forestry and environmental services associated with the Justice Center. An arborist is required for the project and state law requires an Inadvertent Discovery Plan to deal with potential hazardous materials in the soil. These services were anticipated and the cost is included within the overall budget. Councilmember Idan asked that the project budget be explained in greater detail in future contract memos. Councilmember Kruller inquired about the reference to fire stations in Exhibit A. This includes Stations 51 and 52 and is noted in the event services are needed at those locations, although the City does not expect they will be.

**UNANIMOUS APPROVAL. FORWARD TO FEBRUARY 4, 2019 REGULAR CONSENT AGENDA.**

**B. Contract: Commissioning Services for the Fire Station 51 and Justice Center Projects**

Staff is seeking Council approval of a contract with Keithly Barber Associates, Inc. in the amount of \$96,291 for commissioning services for the Fire Station 51 and Justice Center projects. Keithly Barber was selected from eight firms responding to the RFP. Commissioning services help ensure the project mechanical and electrical systems and components are installed and performing correctly in accordance with the design and manufacturers standards. These services were anticipated and included in the project budget.

**UNANIMOUS APPROVAL. FORWARD TO JANUARY 28, 2018 COMMITTEE OF THE WHOLE.**

**C. Contract: Special Testing Services for the Fire Station 51 and Justice Center Projects**

Staff is seeking Council approval of a contract with Mayes Testing Engineers, Inc. in the amount of \$57,075 for construction testing and inspection on the Fire Station 51 and Justice Center projects. Mayes Testing was selected from five firms that responded to the RFP. These services were anticipated and included in the project budget.

**UNANIMOUS APPROVAL. FORWARD TO JANUARY 28, 2018 COMMITTEE OF THE WHOLE.**

