



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Committee**

FROM: **Hari Ponnekanti, Interim Public Works Director**

BY: **Adib Altallal, Utilities Engineer**

CC: **Mayor Allan Ekberg**

DATE: **October 30, 2020**

SUBJECT: **Sewer Fund - CBD Sanitary Sewer Rehabilitation - 2020**
Project No. 91140203
Construction Management Services

ISSUE

Approve RH2 Engineering to perform construction management services for the 2020 Commercial Business District (CBD) Sanitary Sewer CIPP Lining Phase 4 Project.

BACKGROUND

The 2020 CBD Sanitary Sewer Rehabilitation Project will address deterioration of the approximately 50-year old sanitary sewer pipes by relining the pipes with little impact to roadways and no excavation by using trenchless technology. The construction contract was awarded by Council to Michels Corporation on October 5, 2020 and work is scheduled for 2021.

ANALYSIS & FISCAL IMPACT

RH2 Engineering was selected in 2018 as the design engineer for the 2020 CBD Sewer CIPP Lining Phase 4 Project. They have successfully completed the design work. Due to the large size of the project and the minimal Public Works staff available, it is expected that RH2’s assistance will be needed in the field for construction management services. The consultant fee is reasonable and within the \$120,000 budgeted for 2021.

	<u>Agreement</u>	<u>CIP Budget</u>
RH2 Consultant Contract	\$64,508.00	\$120,000.00

RECOMMENDATION

Council is being asked to approve the agreement with RH2 Engineering for construction management services in the amount of \$64,508.00 for the 2020 CBD Sanitary Sewer CIPP Lining Phase 4 and consider this item on the Consent Agenda at the November 16, 2020 Regular Meeting.

Attachments: Proposed 2021 - 2026 CIP, page 70
Map
Consultant Agreement with Scope of Work

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

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.

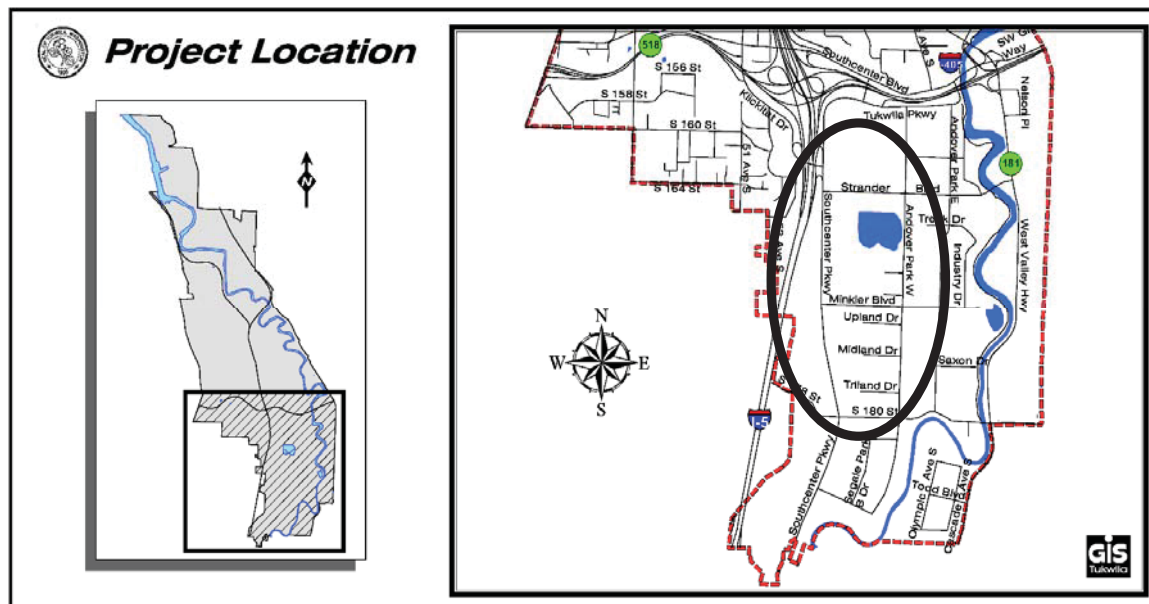
JUSTIFICATION: If the pipe collapses, the street will have to be excavated and the cost of the repairs will be significant. We have had four major pipe failures on Andover Park West and Andover Park East.

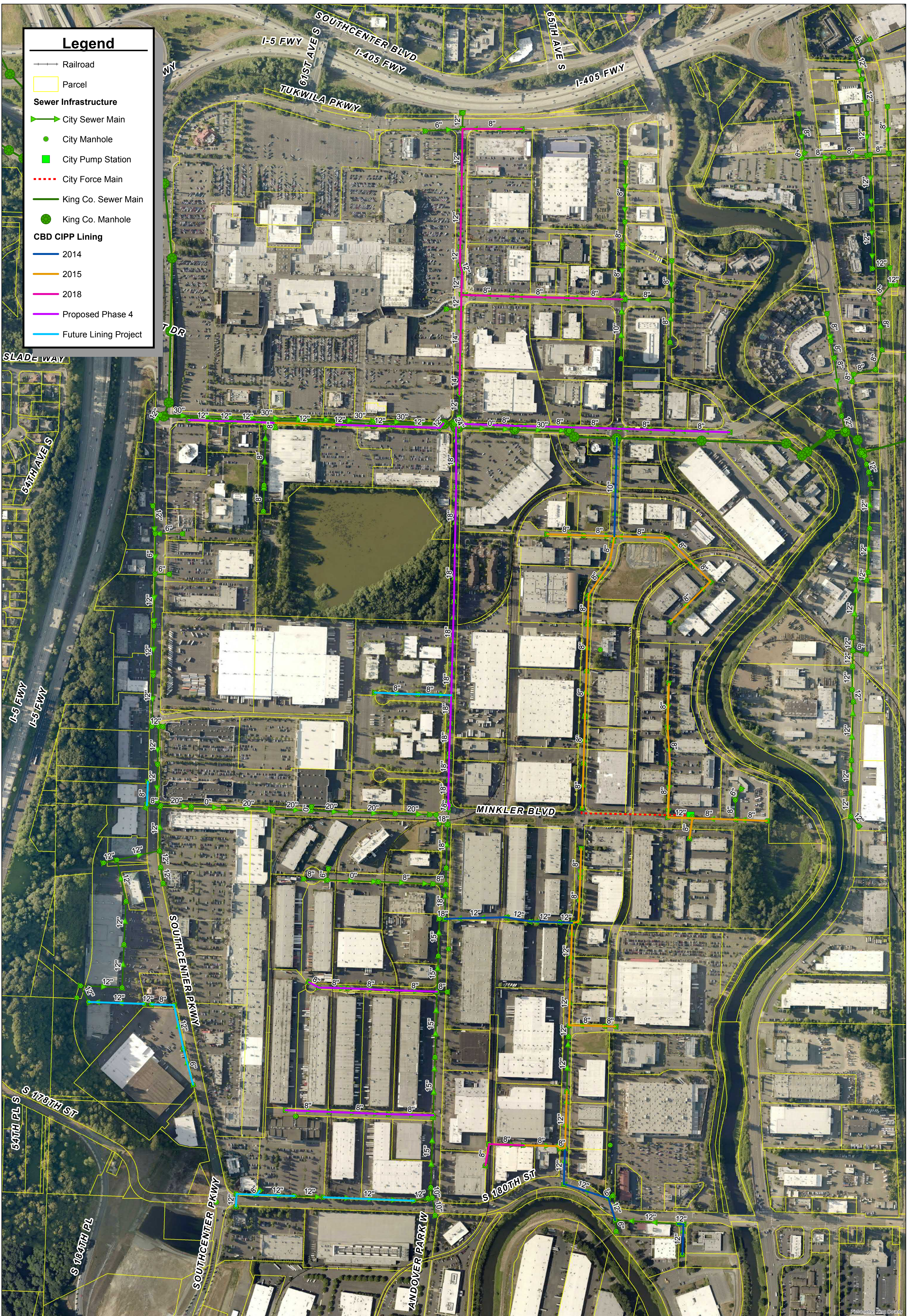
STATUS: In 2014 and 2015, over 10,500 feet of asbestos sanitary sewer pipe were relined. In 2020 through 2024, 15,000 feet of asbestos sewer is scheduled to be relined.

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 Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
EXPENSES										
Design	436	45	45	50	50	50				676
Land (R/W)	1									1
Const. Mgmt.	429	120	150	120	50	50				919
Construction	2,418	1,100	1,500	1,000	450	450				6,918
TOTAL EXPENSES	3,284	1,265	1,695	1,170	550	550	0	0	0	8,514
FUND SOURCES										
Awarded Grant										0
PW Trust Fund	750									750
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	2,534	1,265	1,695	1,170	550	550	0	0	0	7,764
TOTAL SOURCES	3,284	1,265	1,695	1,170	550	550	0	0	0	8,514





Legend

- Railroad
- Parcel
- Sewer Infrastructure**
 - City Sewer Main
 - City Manhole
 - City Pump Station
 - City Force Main
 - King Co. Sewer Main
 - King Co. Manhole
- CBD CIPP Lining**
 - 2014
 - 2015
 - 2018
 - Proposed Phase 4
 - Future Lining Project

J:\DATA\TUK\118-082\GIS\2019 CBD SEWER REHAB MAP - UPDATED.MXD BY: KGOMEZ PLOT DATE: MAR 29, 2019 COORDINATE SYSTEM: NAD 1983 HARN STATEPLANE WASHINGTON NORTH FIPS 4601 FEET

RH2
ENGINEERING
SINCE 1978

NORTH

1 inch = 300 feet

0 150 300 600 Feet

DRAWING IS FULL SCALE WHEN BAR MEASURES 2"



Central Business District
Sewer Repair CIPP Lining Complete
City of Tukwila
CBD Sewer Rehabilitation - Phase 4

Vicinity Map

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

This map is a graphic representation derived from the City of Tukwila's (City) Geographic Information System. It was designed and prepared for City staff use only; it is not intended for survey accuracy. This map is based on the best information available at the time of its creation on this date.

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PRELIMINARY



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as "the City", and RH2 Engineering, 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 management services in connection with the project titled 2020 CBD Sewer CIPP Lining Phase 4.
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 June 31, 2021, 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 June 31, 2021 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 \$64,508.00 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate. 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 work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.

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

C. **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.

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

E. **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 Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

F. **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.

G. **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.

RWB

11. **Discrimination Prohibited.** ~~Contractor~~ 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, the presence of any disability, or any other protected class status under state or federal law, 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:

RH2 Engineering, Inc.
22722 29th Dr SE, Ste 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
Amendment No. 3
City of Tukwila
2020 CBD Sewer CIPP Lining Phase 4 – Services During Construction
October 2020

Background

The City of Tukwila (City) has awarded a contract to Michels Construction using the design-bid-build process to construct the Central Business District (CBD) cured-in-place pipe (CIPP) lining project. Construction is anticipated to start in the coming months and to last for two (2) to three (3) months. RH2 Engineering, Inc., (RH2) was selected to perform the construction observation and administration for this project under the direction of the City's Project Manager (PM). The following is a Scope of Work to provide on-site construction observation and construction administration to the City for this project.

Deliverables will be provided in electronic MS Word, PDF, and GIS format as appropriate and requested by the City.

Task 1 – Services During Construction

Objective: Assist the City with technical efforts during construction of the 2020 Central Business District Sanitary Sewer Rehabilitation Phase 4 project, including part-time on-site construction observation.

Approach:

- 1.1 Prepare for and lead one (1) pre-construction conference. Prepare an agenda and meeting minutes for the pre-construction conference.
- 1.2 Review shop drawings, submittals, and change order proposals of those items requested in the technical specifications. Provide a written response to the contractor and the City for each shop drawing and submittal reviewed.
- 1.3 Review written requests for information (RFIs) and quantities for pay requests and provide written responses to the contractor and the City following City review. Generate pay estimates for processing by the City's PM.
- 1.4 Modify construction contract drawings to include work performed as recorded by the on-site construction inspectors and from verified contractor notes.
- 1.5 Provide part-time on-site construction observation and associated administrative duties, including observation of the contractor and its subcontractors, bid item quantity tracking, and communications and meetings with City staff. The intent of the on-site observation is to observe the quality and compliance of the work with the construction contract plans and specifications. Notify the contractor and the City of any work that has been observed to not

have been completed in accordance with the plans and specifications and discuss rectification.

- 1.6 Establish quantity tracking spreadsheet and/or other pay note records as required to keep tally of daily totals of contract bid items. Establish data measurement and recording protocols in a manner approved by City.

Assumptions:

- *The City is performing the lead role in construction management, contract administration, and on-site observation. RH2 is performing part-time on-site observation duties and project coordination under the supervision of the City.*
- *Construction phase services are variable in nature and depend in part on the contractor's approach to the project. RH2's estimate is based upon previous experience with Michels Construction and their construction approach and effort.*
- *RH2 will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*
- *RH2 is not responsible for site safety or for directing the contractor in their work.*

Provided by the City:

- Approve RFI responses to the contractor.
- Help to process the contractor's pay requests once quantities have been recorded and agreed to by the City, RH2, and Michels Construction.

RH2 Deliverables:

- Pre-construction conference administration and documentation, including pre-construction conference meeting agenda and minutes.
- Initial coordination and responses to construction and materials submittals, RFIs and other project correspondence.
- Design revisions as required to address changed conditions subject to the Management Reserve protocol discussed in Task 3.
- Part-time on-site construction observation and associated reports.
- Pay note records and pay estimate ledgers.
- Utility and/or permit field coordination, as needed, in support of the project scope and objectives.
- Meetings and correspondence with the City and contractor, as needed.

Task 2 – Project Management

Objective: Coordinate with City staff; monitor scope, budget, and schedule; review and issue construction management (CM)/construction engineering (CE) invoices; and maintain project files and records for the Central Business District Sanitary Sewer Rehabilitation Phase 4 project.

Approach:

- 2.1 Coordinate with City staff on schedule, progress, and technical questions.
- 2.2 Prepare for and attend two (2) construction progress meetings. Prepare an agenda and meeting minutes for the construction progress meetings.
- 2.3 Prepare CM/CE invoices. Review for consistency and monitor budget spent. Provide monthly status updates.

Provided by the City:

- Attendance at construction meetings by members of the City's staff.

RH2 Deliverables:

- Attendance at construction meetings, including agendas and minutes.
- CM/CE invoices.

Task 3 – Management Reserve

RH2 has specified a contingency as part of the Fee Estimate to accommodate for changed conditions or unforeseen complications that may arise during the project. In this event, RH2 will notify the City's PM of the time and expense warranted to address the new issue(s) that arise and will request to authorize use of the contingency funds. RH2 will not attempt to address these issues without the City's prior authorization. RH2's PM will contact the City PM via email to request access to these funds should the need arise.

Schedule

The time for completion of the project is extended from December 31, 2020 to June 30, 2021.

EXHIBIT B

Fee Estimate

Amendment No. 3

City of Tukwila

2020 CBD Sewer CIPP Lining Phase 4 - Services During Construction

Oct-20

Description	Total Hours	Total Labor	Total Expense	Total Cost
Task 1 Services During Construction	282	\$ 47,487	\$ 2,306	\$ 49,793
Task 2 Project Management	33	\$ 6,467	\$ 238	\$ 6,705
Task 3 Management Reserve	47	\$ 7,814	\$ 195	\$ 8,009
PROJECT TOTAL	362	\$ 61,768	\$ 2,740	\$ 64,508

EXHIBIT C
RH2 ENGINEERING, INC.
2020 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$143	\$/hr
Professional II	\$159	\$/hr
Professional III	\$171	\$/hr
Professional IV	\$185	\$/hr
Professional V	\$200	\$/hr
Professional VI	\$212	\$/hr
Professional VII	\$230	\$/hr
Professional VIII	\$238	\$/hr
Professional IX	\$238	\$/hr
Control Specialist I	\$131	\$/hr
Control Specialist II	\$143	\$/hr
Control Specialist III	\$157	\$/hr
Control Specialist IV	\$169	\$/hr
Control Specialist V	\$180	\$/hr
Control Specialist VI	\$193	\$/hr
Control Specialist VII	\$208	\$/hr
Control Specialist VIII	\$216	\$/hr
Technician I	\$108	\$/hr
Technician II	\$118	\$/hr
Technician III	\$135	\$/hr
Technician IV	\$145	\$/hr
Technician V	\$158	\$/hr
Technician VI	\$174	\$/hr
Technician VII	\$189	\$/hr
Technician VIII	\$199	\$/hr
Administrative I	\$71	\$/hr
Administrative II	\$84	\$/hr
Administrative III	\$100	\$/hr
Administrative IV	\$118	\$/hr
Administrative V	\$136	\$/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	\$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.