# **COUNCIL AGENDA SYNOPSIS**



 Initials
 Initials

 Meeting Date
 Prepared by
 Mayor's review
 Council review

 09/20/21
 JR
 Image: Council review
 Image: Council review

| 6. | $\mathbf{C}$ |
|----|--------------|
| Ο. |              |

ITEM NO.

|                          |                          |   |                                       |                                    | П                                       |  | FOR                          | RMAT                       | ION                      |                                   |                               |                             |                               |                                  |                    |
|--------------------------|--------------------------|---|---------------------------------------|------------------------------------|---|--|------------------------------|----------------------------|--------------------------|-----------------------------------|-------------------------------|-----------------------------|-------------------------------|----------------------------------|--------------------|
|                          |                          |   | ST                                    | AFF SPG                            | ONSOR:                                  | ADIB ALT   |                              | L                          |                          | 0                                 | RIGINA                        | l Agen                      | IDA DA'I                      | те: <b>09/2</b>                  | 0/21               |
| Agenda Ite               | EM TITLI                 |   |                                       |                                    |   | No. 2, 4, a<br>, Change  |                              |                            |                          | - Contra                          | act Su                        | ppleme                      | ent                           |                                  |                    |
| CATEGORY                 | Disc<br>Mtg Date         | russion                                     | Mtg Da                                |                                    | D <b>/21</b> Mtg 1                      | Resolution<br>Date   | □<br>Mtg                     | Ordinan<br>Date            | ce                       | Bid 2<br>Mtg Date                 | Award                         | Pul<br>Mtg Dat              | blic Heari<br>'e              | ng 🗌 Ot.<br>Mtg Dai              |                    |
| Sponsor                  | Coun                     | cil 🗌 M                                     | ayor [                                | HR                                 | $\Box DC$                               | D Find   | ance                         | Fire                       | TS                       | □<br>P¢                           | R                             | Police                      | $\square PW$                  | Court                            |                    |
| Sponsor's<br>Summary     | c<br>s<br>E<br>S         | onstruct<br>upport on<br>gineer<br>tation N | tion m<br>canno<br>s in th<br>lo. 4 E | nanag<br>t prov<br>ne am<br>lectri | ement<br>ride. Co<br>ount of<br>cal Upg | allows PA<br>support,<br>ouncil is l<br>f \$53,000<br>grades, a<br>l,410.00. | and<br>being<br>0.00<br>nd S | inspec<br>askec<br>for the | tions<br>I to ap<br>Sewe | of the I<br>oprove t<br>er Lift S | Lift Sta<br>the cha<br>tation | ations (<br>ange o<br>No. 2 | that ou<br>rder wi<br>Retrofi | ir in-hou<br>ith PACI<br>t, Sewe | ıse<br>E<br>r Lift |
| REVIEWED B               |                          | Trans&] LTAC                                |                                       |                                    |   | ommunityS<br>rts Comm.   |                              |                            | Parks                    | ce Comn<br>Comm.<br>E CHAIR       |                               | 🗌 Plan                      | ning Co                       | conomic l<br>mm.                 | Dev.               |
|                          |                          |   |                                       | ee Un                              | animo                                   | orks Dep<br>us Appro<br>IMPAC <sup>.</sup>                                   | val;                         | Forwa                      |                          |                                   | Conse                         | ent Age                     | enda                          |                                  |                    |
|                          | enditu<br>5 <b>3,000</b> | RE REQU                                     | IRED                                  | C                                  | OSTI                                    | Амо  | unt B                        | UND<br>BUDGETE             |                          | JRCE                              | I                             | Appropf                     | RIATION I<br><b>\$0.00</b>    | Required                         | 1                  |
| Fund Source<br>Comments: | 2:                       |   |                                       |                                    |   |  |                              |                            |                          |                                   |                               |                             |                               |                                  |                    |
| MTG. DA                  |                          |   |                                       |                                    |   | RECOF  | RD C                         | OF CC                      | DUNC                     | CIL AC                            | TION                          |                             |                               |                                  |                    |
| 09/20/2                  | 21                       |   |                                       |                                    |   |  |                              |                            |                          |                                   |                               |                             |                               |                                  |                    |
| MTG. DA                  | TE                       |   |                                       |                                    |   |  | AT                           | TACH                       | IMEN                     | NTS                               |                               |                             |                               |                                  |                    |
| 09/20/2                  |                          | Informa<br>Project<br>2021 CI               | Locati                                | ion Ma                             | ap                                      | um dated   | 1 09/                        | 10/21                      |                          |                                   |                               |                             |                               |                                  |                    |
|                          |                          | Supplen                                     |                                       | -                                  |   |  |                              |                            |                          |                                   |                               |                             |                               |                                  |                    |
|                          |                          | Minutes                                     | from                                  | Trans                              | sportat                                 | ion and I  | Infra                        | structi                    | ire Co                   | mmitte                            | e mee                         | ting of                     | 69/13                         | 8/21                             |                    |
|                          |                          |   |                                       |                                    |   |  |                              |                            |                          |                                   |                               |                             |                               |                                  |                    |



Public Works Department - Hari Ponnekanti, Director/City Engineer

# INFORMATIONAL MEMORANDUM

TO: Transportation & Infrastructure Services Committee

- FROM: Hari Ponnekanti, Public Works Director/City Engineer
- BY: Adib Altallal, Utilities Engineer

City of Tukwila

CC Mayor Allan Ekberg

DATE: September 10, 2021

SUBJECT: Sewer Lift Stations No. 2, 4, and 12 Upgrades- Contract Supplement Contract No. 21-033, Change Order No. 1

#### **ISSUE**

Approve a supplemental agreement to Contract No. 21-033 for design and construction management with PACE Engineers for the Sewer Lift Station No. 2 Upgrades, Sewer Lift Station No. 4 Electrical Upgrades, and Sewer Lift Station No.12 Wet Well Remediation projects.

### BACKGROUND

The aging electrical and physical assets of Sewer Lift Stations No. 2, 4, and 12 prompted investigative work in 2016, which reveled necessary upgrades to provide a safe and functioning system. However, due to funding limitations, the project was put on hold until this year.

In January 2021, during a routine repair of the Sewer Lift Station No. 2 force main, a sizeable crack was discovered along the entire force main connection from the lift station to the manhole. To resolve this issue, the entire forcemain and the pipes within the lift station need to be replaced and upsized. On February 22, 2021, Council awarded the original contract to PACE to provide design services and a limited construction management scope for these projects.

#### DISCUSSION

The contract supplement will increase PACE's scope by adding services that the City does not have capacity to provide in-house, including new specifications for design work, full construction management support, and inspections the Lift Stations. This contract supplement will allow the projects to continue seamlessly and without delays.

#### **FINANCIAL IMPACT**

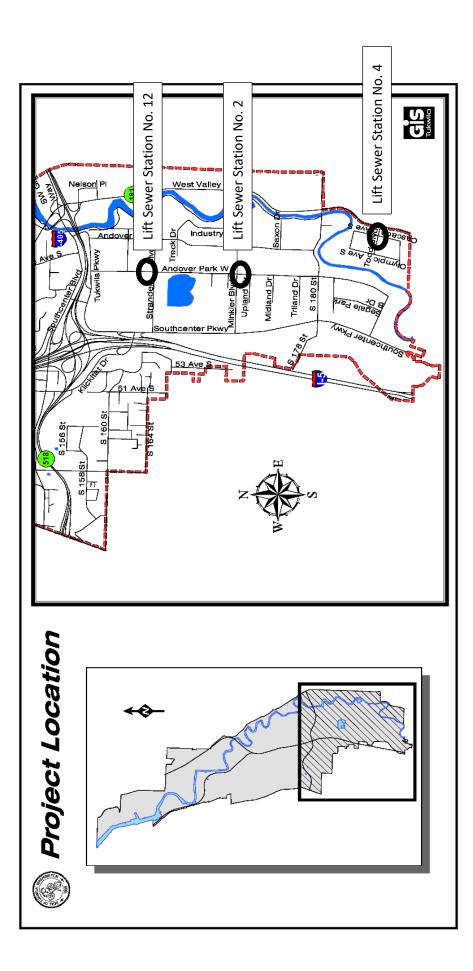
The contract supplement is for \$53,000, which will bring the contract total to \$124,410.16 for design and construction management of Sewer Lift Stations No. 2, 4, and 12 Upgrades Project. The project costs are within budget and will be funded 100% out of the sewer enterprise fund.

|                     | PACE Contract | 2021 Budget   |
|---------------------|---------------|---------------|
| Original Contract   | \$ 71,410.00  | \$ 150,000.00 |
| Supplement Contract | 53,000.00     |               |
| Total               | \$ 124,410.00 |               |

#### RECOMMENDATION

Council is being asked to approve the change order with PACE Engineers in the amount of \$53,000.00 for the Sewer Lift Station No. 2 Retrofit, Sewer Lift Station No. 4 Electrical Upgrades, and Sewer Lift Station No. 12 Wet Well Remediation projects and consider this item on the Consent Agenda at the September 20, 2021 Regular Meeting.

Attachments: Project Locations Map 2021 CIP, Pages 68, 71 & 72 Supplemental Agreement Project Locations Map- Lift Sewer Stations No. 2, No. 4, & No. 12



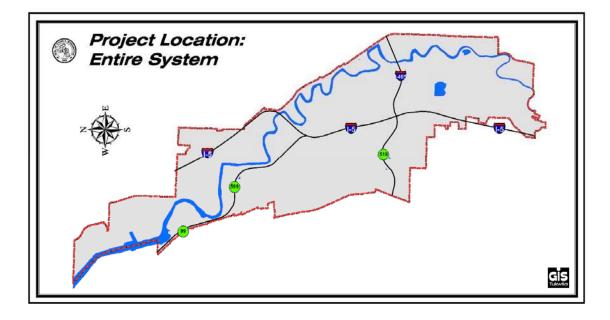
#### CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

| PROJECT:       | Annual Sewer Repair Program  | Project No. 9xx40201 |
|----------------|--|----------------------|
| DESCRIPTION:   | Reduce sewer line infiltration and inflow (I & I) through groundwater intrusi result of damaged deteriorating systems or illicit connections. Includes sm maintenance. |                      |
| JUSTIFICATION: | Decreases treatment, discharge, and pumping costs.   |                      |
| STATUS:        | Annual program is determined after pipeline TV inspection reports are con  | npleted.             |
| MAINT. IMPACT: | Less maintenance costs through rehabilitation of aging system.   |                      |

**COMMENT:** Ongoing project, only one year actuals shown in first column.

| FINANCIAL           | Through | Estimated |      |      |      |      |      |      |        |       |
|---------------------|---------|-----------|------|------|------|------|------|------|--------|-------|
| (in \$000's)        | 2019    | 2020      | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | BEYOND | TOTAL |
| EXPENSES            |         |           |      |      |      |      |      |      |        |       |
| Design              | 0       | 15        | 75   | 75   | 70   | 70   | 70   | 70   | 500    | 945   |
| Land (R/W)          |         |           |      |      |      |      |      |      |        | 0     |
| Const. Mgmt.        |         | 10        | 112  | 120  | 105  | 105  | 115  | 115  | 200    | 882   |
| Construction        | 0       | 75        | 750  | 800  | 700  | 700  | 700  | 700  | 1,000  | 5,425 |
| TOTAL EXPENSES      | 0       | 100       | 937  | 995  | 875  | 875  | 885  | 885  | 1,700  | 7,252 |
| FUND SOURCES        |         |           |      |      |      |      |      |      |        |       |
| Awarded Grant       |         |           |      |      |      |      |      |      |        | 0     |
| Proposed Grant      |         |           |      |      |      |      |      |      |        | 0     |
| Mitigation Actual   |         |           |      |      |      |      |      |      |        | 0     |
| Mitigation Expected |         |           |      |      |      |      |      |      |        | 0     |
| Utility Revenue     | 0       | 100       | 937  | 995  | 875  | 875  | 885  | 885  | 1,700  | 7,252 |
| TOTAL SOURCES       | 0       | 100       | 937  | 995  | 875  | 875  | 885  | 885  | 1,700  | 7,252 |



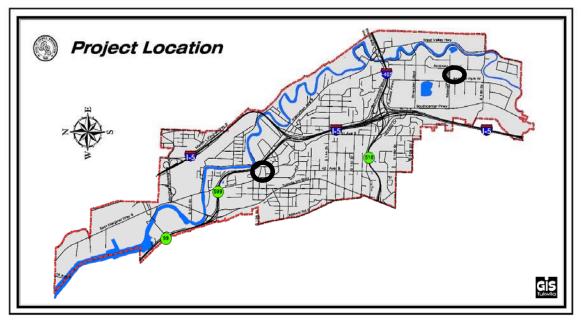
#### CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

| PROJECT:       | Sewer Lift Stations & Generator Upgrades  | Project No. 90440206            |
|----------------|---|---------------------------------|
| DESCRIPTION:   | This project will be used to replace/upgrade the seven sewer lift stations a  | nd backup generators in phases. |
| JUSTIFICATION: | Aging sewer system requires the replacement of motors, pumps, and cont maintenance. Generators have a lifespan of 15 years and need to be repla                                 |                                 |
| STATUS:        | Sewer Lift Stations No. 3 & 4 are at the end of their life cycles and need to Lift Station No. 4 is scheduled for 2020/2021, and Lift Station No. 3 is sche No. 5 is in beyond. | 10                              |
| MAINT. IMPACT: | New pumps will reduce the liability of the existing pumps that are obsolete   | and prone to fail.              |

**COMMENT:** Additional right-of-way or property will be required for the new backup generators to be installed.

| FINANCIAL           | Through | Estimated |      |      |      |      |      |      |        |       |
|---------------------|---------|-----------|------|------|------|------|------|------|--------|-------|
| (in \$000's)        | 2019    | 2020      | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | BEYOND | TOTAL |
| EXPENSES            |         |           |      |      |      |      |      |      |        |       |
| Design              |         | 5         | 5    |      |      | 20   | 20   |      | 100    | 150   |
| Generators          |         | 50        | 25   |      |      | 10   | 10   |      | 10     | 105   |
| Const. Mgmt.        |         | 10        | 10   |      |      | 50   | 50   |      | 100    | 220   |
| Construction        |         | 300       | 200  |      |      | 400  | 400  |      | 700    | 2,000 |
| TOTAL EXPENSES      | 0       | 365       | 240  | 0    | 0    | 480  | 480  | 0    | 910    | 2,475 |
| FUND SOURCES        |         |           |      |      |      |      |      |      |        |       |
| Awarded Grant       |         |           |      |      |      |      |      |      |        | 0     |
| Proposed Grant      |         |           |      |      |      |      |      |      |        | 0     |
| Mitigation Actual   |         |           |      |      |      |      |      |      |        | 0     |
| Mitigation Expected |         |           |      |      |      |      |      |      |        | 0     |
| Utility Revenue     | 0       | 365       | 240  | 0    | 0    | 480  | 480  | 0    | 910    | 2,475 |
| TOTAL SOURCES       | 0       | 365       | 240  | 0    | 0    | 480  | 480  | 0    | 910    | 2,475 |



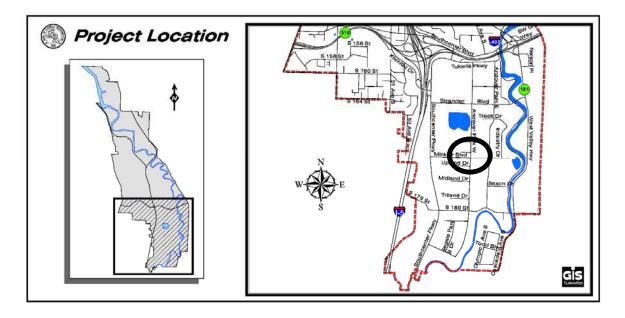
#### CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

| PROJECT:       | Sewer Lift Station No. 2 Upgrades  | Project No. 90440205            |
|----------------|--|---------------------------------|
| DESCRIPTION:   | Install new pumps, motors, control system, backup generator and 2,700 LF<br>Minkler Blvd to Strander Blvd. | of force main from              |
| JUSTIFICATION: | Sewer Lift Station No. 2 upgrade will account for the future full developmer                               | nt of Tukwila South.            |
| STATUS:        | Generator replacement, concrete slab, pump upsizing, and replacement of scheduled for 2020/2021            | pump's motor control system are |
| MAINT. IMPACT: | Reduce liability if the existing slab breaks the power connection at the sew                               | er lift station.                |

**COMMENT:** See Tukwila South development agreement for future funding and ULID requirements.

| FINANCIAL           | Through | Estimated |      |      |      |      |      |      |        |       |
|---------------------|---------|-----------|------|------|------|------|------|------|--------|-------|
| (in \$000's)        | 2019    | 2020      | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | BEYOND | TOTAL |
| EXPENSES            |         |           |      |      |      |      |      |      |        |       |
| Design              | 102     | 30        |      |      |      |      |      |      | 100    | 232   |
| Land (R/W)          |         |           |      |      |      |      |      |      |        | 0     |
| Const. Mgmt.        |         | 50        | 20   |      |      |      |      |      | 200    | 270   |
| Construction        | 35      | 800       | 150  |      |      |      |      |      | 2,000  | 2,985 |
| TOTAL EXPENSES      | 137     | 880       | 170  | 0    | 0    | 0    | 0    | 0    | 2,300  | 3,487 |
| FUND SOURCES        |         |           |      |      |      |      |      |      |        |       |
| Awarded Grant       |         |           |      |      |      |      |      |      |        | 0     |
| Proposed Bond/ULID  |         |           |      |      |      |      |      |      | 2,300  | 2,300 |
| Mitigation Actual   |         |           |      |      |      |      |      |      |        | 0     |
| Mitigation Expected |         |           |      |      |      |      |      |      |        | 0     |
| Utility Revenue     | 137     | 880       | 170  | 0    | 0    | 0    | 0    | 0    | 0      | 1,187 |
| TOTAL SOURCES       | 137     | 880       | 170  | 0    | 0    | 0    | 0    | 0    | 2,300  | 3,487 |





6200 Southcenter Boulevard, Tukwila WA 98188

City of Tukwila

#### 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 PACE Engineers, Inc., hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

- 1. <u>Project Designation</u>. The Consultant is retained by the City to perform construction management services in connection with the projects titled Tukwila Lift Station #4 and #12 Retrofits, and Tukwila Lift Station #2 and Forcemain Improvements.
- 2. <u>Scope of Services</u>. 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 December 31, 2022, 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, 2022 unless an extension of such time is granted in writing by the City.
- 4. <u>**Payment.**</u> 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 \$53,000 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. <u>Ownership and Use of Documents</u>. 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. <u>Compliance with Laws</u>. 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. <u>Indemnification</u>. 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:
    - <u>Automobile Liability</u> 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. <u>Commercial General Liability</u> 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. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.

- 4. <u>Professional Liability</u> 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. <u>Independent Contractor</u>. 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. <u>Covenant Against Contingent Fees</u>. 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.** Contractor, 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. <u>Assignment</u>. 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. <u>Termination</u>.

- 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. <u>Applicable Law; Venue; Attorney's Fees</u>. 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. <u>Severability and Survival</u>. 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:

PACE Engineers, Inc. 11255 Kirkland Way #300 Kirkland, Washington 98033-6715

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 |  |
|-----------------------|--------|--|
| CITY OF TUKWILA       |        | PACE Engineers, Inc.                         |
| Allan Ekberg, Mayor   | ·      | By: # hica<br>Printed Name: Kenneth H Nilsen |
|                       |        | Title:                                       |
| Attest/Authenticated: |        | Approved as to Form:                         |

City Clerk, Christy O'Flaherty

Office of the City Attorney



August 30, 2021

Mr. Adib Altallal Public Works City of Tukwila 6300 Southcenter Blvd Tukwila, Washington 98188

#### Subject: Lift Station Retrofit Projects (LS #2, #4, and #12) Professional Services Contract Amendment PACE Project No. 13497

Dear Adib:

Based on our discussions from last week, PACE Engineers, Inc. (PACE) is submitting the following contract amendment for City review and approval regarding professional services on the retrofit of Lift Stations #2, #4, and #12. This amendment covers additional design costs and services during construction as described below.

#### Additional Design Services

PACE expended additional design costs in bringing this project to completion beyond what was contemplated in the original scope of work. The primary areas of additional costs were as follows:

- Increased design costs associated with City delays in the design and bid process timeline.
- Increased design costs associated with converting the project to the City's most current special specification package.

PACE has been holding approximately \$9,816 in design costs for prior work in getting these lift station projects bid ready. PACE realizes that not all of this overage is attributable to work outside of the original scope of work. Per our discussion, PACE is submitting a request for 50% of this overage (\$4,908) for work not anticipated in the original scope of work.

Additional Fee: \$4,908

#### Scope of Work – Construction Support Services

The original contract included limited construction support by PACE. This support was primarily limited to reviewing material requests and addressing any RFIs, with our subconsultants (electrical and coating specialist) conducting limited site inspections. Due to staff limitations, the City has requested that PACE take a more active role in the construction management of these projects. This additional work is as follows:

- Attend weekly construction meetings.
- Provide general construction engineering support including submittal reviews and RFIs.
- Provide limited onsite inspection as needed.

Additional Fee Estimate: \$24,280

PACE Engineers, Inc. 11255 Kirkland Way | Suite 300 Kirkland, Washington 98033-6715 p 425.827.2014 | f 425.827.5043 August 30, 2021 Mr. Adib Altallal City of Tukwila Page 2 of 2

www.paceengrs.com

#### **Management Reserve Fund**

At this time the City is unsure if they will have an available inspector for the duration of Lift Station #2 construction. PACE, at the request of the City, has budgeted 120 hours of inspection time, if needed, in this management reserve task. These funds can only be used at the direction of the City. This task may also be used for any other unidentified task for which the City may need professional services support in the construction and closeout of Lift Stations #2, #4, and #12.

Estimated Fee: \$23,300

PACE proposes to provide the services listed above on a time-and-expense basis for a fee of **\$53,000 including \$23,300 in the Management Reserve Fund.** The breakdown for the above fee is shown on the attached budget worksheet. This amount shall not to be exceeded without prior authorization from the City.

Again, we are pleased to submit this updated scope of work and budget to bring the Lift Station Retrofit Projects to completion. Please do not hesitate to contact me at 425.827.2014 or <u>kenn@paceengrs.com</u> if you have any comments or questions.

Sincerely,

PACE Engineers, Inc.

Km H Mh

Kenneth H. Nilsen, P.E. Vice President

Attachment



PACE Engineers

Project Budget Worksheet - 2021 Washington Standard Rates

|   |               | 911<br>1                        |                         |                              |             |                        |                               | and a set of the |                                  |               | 1411        |             |
|---|---------------|---------------------------------|-------------------------|------------------------------|-------------|------------------------|-------------------------------|------------------|----------------------------------|---------------|-------------|-------------|
|   |               | Ë                               | LITT STATIONS 2, 4      |                              |             | Location:              |                               | IUKWIIA          | Prepared By:                     |               | KN          |             |
| Project #:  |               |                                 |                         | Billing Group #:             |             |                        | Task #:                       |                  | Date:                            | 8/30          | 8/30/2021   |             |
|   |               |                                 |                         |                              |             | Labor H                | Labor Hours by Classification | ication          |                                  |               |             |             |
| Staff Tune #(See   ahnt Rates Table)                                      | Labor<br>Code | -                               | 13                      | 118                          | 75          |                        |                               |                  |                                  |               |             |             |
|   |               | \$245                           | \$186                   | \$127                        | \$127       |                        |                               |                  |                                  |               |             |             |
| Drawing/Task Title  | Job<br>Title  | Senior<br>Principal<br>Engineer | Sr. Project<br>Engineer | Sr. Project<br>Administrator | CAD Tech II |                        |                               |                  |                                  | Hour<br>Total | Dollar      | Total       |
| osts split 50/50 with Citv)   |               | ∞                               | 16                      | 24                           | 14.75       |                        |                               | -                |                                  | 60            | 2.8         | \$9,857     |
|   |               |                                 |                         |                              |             |                        |                               |                  |                                  |               |             |             |
| Lift Station #2 Submittals/RFI's  |               | 2                               | 36                      |                              |             |                        |                               |                  |                                  | m             | 38.0        | \$7,186     |
| Lift Statioin #2 Weekly meetings (assume 1 hr incl minutes)               |               |                                 | 16                      |                              |             |                        |                               |                  |                                  | 1             |             | \$2,976     |
| Lift Station #2 General support during construction                       |               |                                 | 12                      |                              |             |                        |                               |                  |                                  | 1             |             | \$2,232     |
| Lift Station #2 Basic Inspectsions (3-inspections)                        |               |                                 | 12                      |                              |             | (                      |                               |                  |                                  | 1             | 12.0        | \$2,232     |
| Lift Station #2 Start up and final punchlist                              |               | 2                               | 4                       |                              |             |                        |                               |                  |                                  |               |             | \$1,234     |
| TOTAL   |               |                                 |                         |                              |             |                        |                               |                  |                                  |               | \$          | \$15,860    |
|   |               |                                 |                         |                              |             |                        |                               |                  |                                  |               |             |             |
|   |               |                                 |                         |                              |             | 3<br> <br>             |                               |                  |                                  |               |             |             |
| Lift Stations #4/#12 Weekly Meetings                                      |               |                                 | 16                      |                              |             |                        |                               |                  |                                  | 1             | 16.0        | \$2,976     |
| Lift Station #12 nightime inspection                                      |               |                                 | 12                      |                              |             |                        |                               |                  |                                  | 1             | 12.0        | \$2,232     |
| Lift Stations #4/#12 General Support                                      |               | 2                               | 16                      |                              |             |                        |                               |                  |                                  | 1             | 18.0        | \$3,466     |
| Lift Stations #4/#12 Final inspection & start-up                          |               | 2                               | ∞                       |                              |             |                        |                               |                  |                                  | 1             | 10.0        | \$1,978     |
|   |               |                                 |                         |                              |             |                        |                               |                  |                                  |               | \$          | \$10,652    |
|   |               |                                 |                         |                              |             |                        |                               |                  |                                  |               |             |             |
|   |               |                                 |                         |                              |             |                        |                               |                  |                                  |               |             |             |
| MRF- OPTIONAL Lift Station #2 Inspection (assume 3-weeks<br>@40 hrs/week) |               | 4                               | 120                     |                              |             |                        |                               |                  |                                  | 12.           | 124.0 \$2   | \$23,300    |
|   |               |                                 |                         |                              |             |                        |                               |                  |                                  |               |             |             |
|   |               |                                 |                         |                              |             |                        |                               |                  |                                  |               |             | T           |
| Hours Total   |               | 20.0                            |                         |                              |             |                        |                               |                  |                                  | 32            |             | \$59,669.25 |
| Labor Total   |               | \$4,900                         | \$49,848                | \$3,048                      | \$1,873     |                        |                               |                  |                                  | 32            | 326.8 \$59, | \$59,669.25 |
|   |               |                                 |                         |                              |             |                        |                               |                  |                                  |               |             |             |
| Expenses  |               |                                 | Reim                    | hbursable                    |             | Subconsultants         | ts                            |                  | Budget Remaining                 |               | \$29,940.00 |             |
|   |               | rate/unit                       | Quantity                | Cost                         |             | Utility Locate         |                               |                  | 1/2 Additonal design             | ,             | \$4,928.63  |             |
| Postage/Courier   |               |                                 |                         |                              |             | Coating Insp           |                               | \$4,025          | PACE Additional CM Support       | oport         | \$26,512.00 |             |
| Plotter   |               |                                 |                         |                              |             | Electrical Engineer    | neer                          | \$22,894         | MRF - Optional Inspection        | ction         | \$23,300    |             |
| Photo/Video   | _             |                                 |                         |                              |             | Geotechnical Engineer  | Engineer                      |                  | Reimbursable Expenses            | enses         | \$1,193.39  |             |
| Mileage/Travel/Per Diem   |               |                                 |                         |                              |             | I & C Engineer         |                               |                  | Subconsultants to complete       |               | \$26,919.00 |             |
| Miscellaneous   |               |                                 |                         |                              |             | Subconsultant Subtotal | t Subtotal                    | 26,919.00        | TOTAL                            |               | \$52,913.01 |             |
| Technology Fee (2% of labor)  |               |                                 |                         | \$1,193.39                   |             |                        |                               |                  | Total Project ASA Budget Request |               | \$53,000.00 |             |
|   |               | Total                           |                         | \$1.193.39                   |             |                        | Total                         | \$26.919.00      |                                  |               |             |             |
|   | l             |                                 |                         |                              |             |                        |                               |                  |                                  |               |             |             |

File: Tukwila Lift Stations ASA\_083021, Fee Worksheet

Page 1 of 1

Printed 8/30/2021, 2:41 PM



# City Council Transportation & Infrastructure Services Committee

Meeting Minutes September 13, 2021 5:30 p.m. – Electronic Meeting due to COVID-19 Emergency

Councilmembers Present: Verna Seal, Chair, De'Sean Quinn, Thomas McLeodStaff Present:David Cline, Hari Ponnekanti, Brittany Robinson, Adam Cox,, MuhammadMusa, Nora Gierloff, Seong Kim

Chair Seal called the meeting to order at 5:30 p.m.

# I. BUSINESS AGENDA

Chair Seal announced that item 2b, Macadam Rd S Water Upgrade Project Design Supplemental Change Order No. 4, does not require Council approval and would be removed from discussion.

# A. Ordinance: Small Wireless Facilities

Staff is seeking Council approval of an ordinance to amend Tukwila Municipal Code 18.58 Wireless Communications Facilities to incorporate new FCC requirements, revisions to the macro facility permitting and design requirements, and establish a permitting process and aesthetic requirements.

# Committee Recommendation

Unanimous approval. Forward to September 27, 2021 Committee of the Whole.

# B. Supplemental Agreement: Sewer Lift Stations No. 2, 4 and 12



Staff is seeking Council approval of a supplemental agreement with PACE Engineers in the amount of \$53,000 for design and construction management for the Sewer Lift Station No. 2 Upgrades, Sewer Lift Station No. 4 Electrical Upgrades, and Sewer Lift Station No. 12 Wet Well Remediation projects.

# Committee Recommendation

Unanimous approval. Forward to September 20, 2021 Regular Consent Agenda.

# C. Supplemental Agreement: 42<sup>nd</sup> Avenue South Bridge Replacement Project

Staff is seeking Council approval of a supplemental agreement with TranTech Engineering LLC in the amount of \$1,528,174.00 for 100% plans, specifications and engineering estimate for the design phase of the 42<sup>nd</sup> Avenue South Bridge Replacement Project. Funding is from the \$1.5M PSRC award.

# Item for follow-up:

Update the memo to reflect the percentage increase as well as the new contract amount.

# Committee Recommendation

Unanimous approval. Forward to September 20, 2021 Regular Consent Agenda.