



## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**  
 BY: **Adib Altallal, Utilities Engineer**  
 CC: **Mayor Allan Ekberg**  
 DATE: **September 24, 2021**  
 SUBJECT: **Future Sewer Lift Station No. 13 – Feasibility Study**  
**Project No. 99740205**  
**Consultant Selection and Agreement**

### ISSUE

Approve a contract agreement with Gray & Osborne, Inc. (G&O) to provide feasibility study services for the Future Sewer Lift Station No. 13.

### BACKGROUND

Most of the Tukwila Hill neighborhood discharges its sewage via the 12” sewer line under Interstate 405 (I-405) south of Tukwila City Hall. The City’s sewer line was constructed before the interstate existed and since construction and subsequent expansions of the highway took place, the vital main has become inaccessible to the maintenance and engineering staff. The existing pipe is also long past its useful life and is need of replacement. This is of concern because if the pipe were to fail, it would affect most of the Tukwila Hill neighborhood and require costly emergency repair in many locations.

### DISCUSSION

The Future Sewer Lift Station No. 13 Project is currently scheduled to start in 2024. However, since the pipe is inaccessible to staff and is a single point of failure for most of Tukwila Hill, we have decided to start the feasibility study sooner than planned. The feasibility study will help us determine which design options, such as replacing the pipe or building a new lift sewer station, will be the most efficient and cost effective. Since building a lift station is a costly endeavor, other alternatives will be exhaustively studied first. Proposals from five consultants were reviewed and Gray & Osborne, Inc. were selected to pursue the feasibility study.

### FINANCIAL IMPACT

Gray & Osborne, Inc has provided a cost estimate of \$41,700.00 for the feasibility study services for the Future Sewer Lift Station No. 13. The project will be funded by the 2021 Annual Sewer Repair Program design budget. The project costs are within budget and are 100% funded by the sewer enterprise fund.

	<u>Contract</u>	<u>2021 Budget</u>
Gray & Osborne, Inc.	<b>\$41,700.00</b>	\$75,000.00

### RECOMMENDATION

Council is being asked to approve a feasibility study agreement for professional services with Gray & Osborne, Inc in the amount of \$41,700.00 for the Future Sewer Lift Station #13 – Feasibility Study Project and consider this item on the Consent Agenda at the October 4, 2021 Regular Meeting.

**Attachments:** 2021 CIP, Page 68  
Scope of Work and Cost Estimate  
Contract Agreement

## 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 intrusion or storm events as a result of damaged deteriorating systems or illicit connections. Includes small repairs and capital maintenance.

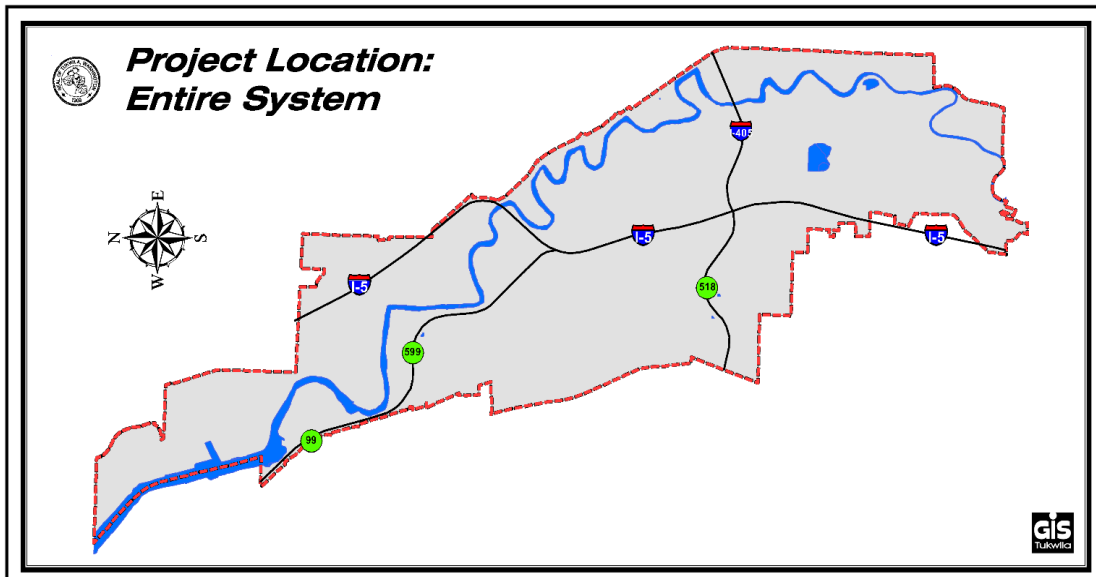
**JUSTIFICATION:** Decreases treatment, discharge, and pumping costs.

**STATUS:** Annual program is determined after pipeline TV inspection reports are completed.

**MAINT. IMPACT:** Less maintenance costs through rehabilitation of aging system.

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

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
<b>EXPENSES</b>										
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
<b>TOTAL EXPENSES</b>	<b>0</b>	<b>100</b>	<b>937</b>	<b>995</b>	<b>875</b>	<b>875</b>	<b>885</b>	<b>885</b>	<b>1,700</b>	<b>7,252</b>
<b>FUND SOURCES</b>										
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
<b>TOTAL SOURCES</b>	<b>0</b>	<b>100</b>	<b>937</b>	<b>995</b>	<b>875</b>	<b>875</b>	<b>885</b>	<b>885</b>	<b>1,700</b>	<b>7,252</b>



**EXHIBIT A**  
**SCOPE OF WORK**  
**CITY OF TUKWILA**  
**I-405 SEWER MAIN DEMOLITION AND REROUTE**

**PROJECT UNDERSTANDING**

The City of Tukwila wants to contract with Gray & Osborne to examine rerouting and decommissioning the existing sewer main that crosses I-405 at Andover Park West. Gray & Osborne is to develop preliminary concepts and the associated costs to reroute sewer flow from the Southcenter Boulevard location. The preliminary concepts and the associated cost are to be summarized in a feasibility report along with discussion of the advantages and disadvantages of each concept.

More specifically, the work will include the following.

**DESIGN**

**Task 1 – Project Management and Oversight**

Objective: Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members.

- A. Provide overall project management and oversight services, to include:
- Procure sufficient staff resources to dedicate to the project.
  - Manage and control project budget and schedule.
  - Manage and provide monthly progress reports and invoices.

**Task 2 – Kickoff Meeting**

Objective: Conduct a kickoff meeting with City of Tukwila staff to confirm scope, identify critical path schedule and task items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements.

- A. Conduct an initial meeting to initiate the engineering design process for the project, discussing the following items at a minimum. The discussion will include, but not be limited to, the following topics:
- Review City of Tukwila -provided record drawings of existing system.

- Review and confirm project understanding and design criteria to be employed.
- Review and confirm task assignments and budget hours for assigned tasks.
- Review and confirm project schedule and milestones/deliverables.
- Identify project stakeholders and discuss their needs and impacts on the project.
- Document the discussion of the meeting and distribute to all attendees.

### **Task 3 – Evaluation of Alternatives**

Objective: Identify alternatives for abandonment of the existing I-405 sewer crossing, compare feasible alternatives and select a preferred alternative.

A. Possible alternatives currently under consideration include the following:

- Construct a lift station along Southcenter Boulevard to divert flows north into the City’s system.
- Construct a lift station along Southcenter Boulevard and slip line the existing gravity main, to facilitate a force main across I-405. In addition, the main would be extended through the existing manhole located in I-405 and connected to the City’s sewer system on Tukwila Parkway.
- Examine trenchless technologies to install either a gravity or force main under I-405 and connected to the City’s sewer system on Tukwila Parkway.

B. Selection of the preferred alternative will include review of the following elements:

- Capital Cost
- Life-Cycle Cost
- Constructability
- Risk
- Permitting
- Environmental Issues
- Public impacts

C. We will provide a comparative matrix to select the preferred alternative based on ranking system of the evaluation elements.

#### **Task 4 – Surveying**

Objective: If required obtain critical vertical and horizontal control and pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate development of proposed alternatives.

- A. Establish vertical and horizontal control on the City of Tukwila adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical).
- B. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to identify key elevations to ensure the preferred alternative is feasible.

#### **Task 5 – Prepare Technical Memorandum**

Objective: Prepare a technical memorandum summarizing the project understanding, design criteria, regulatory requirements, and general design guidelines and standards which govern the project design.

- A. Prepare a technical memorandum (letter report) summarizing the project understanding, project site, access issues, utility needs, pertinent design criteria, regulatory requirements, and general design guidelines and standards which govern the project design. The Technical Memorandum will include discussion of conceptual alternatives to reroute sewer across I-405 from Southcenter Boulevard to the intersection of Tukwila Parkway and Andover Park West, summarizing the alternatives evaluation and providing the preferred alternative.
- B. Submit the technical memorandum to City of Tukwila staff and solicit comments and/or clarifications. Incorporate all relevant review comments into memorandum. Issue final memorandum to City of Tukwila.

#### **Task 6 – Quality Assurance/Quality Control**

- A. Oversee two, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include the design team members, and selected senior project staff,
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

## **SCHEDULE**

We anticipate the following schedule for deliverables:

- Draft Technical Memorandum: January 2022.
- Final Technical Memorandum: February 2022.

## EXHIBIT B

### ENGINEERING SERVICES SCOPE AND ESTIMATED COST

*City of Tukwila - I-405 Sewer Main Decommission and Reroute*

Tasks	Principal Hours	Project Manager Hours	Civil Eng. Hours	AutoCAD/ GIS Tech./ Eng. Intern	Professional Land Surveyor Hours	Field Survey Hours
1 Project Management and Oversight		16				
2 Kickoff Meeting		3	3			
3 Evaluation of Alternatives	12	24	40	16		
4 Surveying					4	8
5 Prepare Technical Memorandum	8	24	40	12		
6 Quality Assurance/Quality Control	16	4	8			
Hour Estimate:	36	71	91	28	4	8
Estimated Fully Burdened Billing Rate:*	\$210	\$200	\$140	\$135	\$160	\$320
Fully Burdened Labor Cost:	\$7,560	\$14,200	\$12,740	\$3,780	\$640	\$2,560

Total Fully Burdened Labor Cost: \$ 41,480

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 120

Printing \$ 100

**TOTAL ESTIMATED COST: \$ 41,700**

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



**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 Gray & Osborne, 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 design feasibility services in connection with the project titled Future Sewer Lift Station #13 – Feasibility Study.
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 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. **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 \$41,700 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.

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. **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:

Gray & Osborne, Inc.  
1130 Rainier Ave S #300  
Seattle, WA 98144
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

GRAY & OSBORNE, INC.

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

By: Michael B. Johnson

Printed Name: Michael B. Johnson, P.E.

Title: President

Attest/Authenticated:

Approved as to Form:

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

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