



INFORMATIONAL MEMORANDUM

TO: **Transportation & Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Director/City Engineer**
 BY: **Justine Kim, Senior Project Manager**
 CC: **Allan Ekberg, Mayor**
 DATE: **August 26, 2022**
 SUBJECT: **Public Works Shops Maintenance & Engineering Building Project**
Project No.: 92230601
Architect Contract Award for Test-to-Fit Site & Program Analysis

ISSUE

Recommendation on next steps for Public Works Shops Phase 2 (Maintenance & Engineering Building Project) and selection of architect and engineering firm for the initial “Test to Fit Site and Program Analysis”. After thorough staff review of the candidate firms that responded to the City’s Request for Qualifications, the City Council is being asked to approve a contract with Miller Hayashi Architects for an initial contract (for “Test-to-Fit Phase”) not to exceed \$188,727.00, which includes the architectural, structural engineering, electrical, civil, landscaping, and estimating consulting services among other expenses.

BACKGROUND

As we are completing Phase One of the Fleet & Facilities Tenant Improvement Project, located on the western parcel of the new Public Works property, we are anticipating moving forward with development of the eastern parcel of the same property, where the UPS site currently resides. This eastern parcel will house the Public Works Utilities and Street Maintenance employees, and all of their functions, that are currently located at the Minkler Shop and consolidate all remaining public work storage areas. The eastern parcel will also include a Maintenance and Engineering building, covered storage for all vehicles and equipment, as well as other functions.

The table below illustrates the history of the Public Works Shops project and how we have arrived at Phase Two.

July 2013	City Council begins Facility Needs Study.
December 2015	Steering committee finds that Public Works buildings are in “unsuitable condition”.
2016	City develops Public Safety Plan, focuses on needs of First Responders: includes Fire, Police and Public Works. City Council focuses on goal of Public Works being in a consolidated shops facility.
2018	City purchases 10.86 acres of land where the current Fleet & Facilities and UPS buildings reside.
September 2018	Public Works begins formal planning process for multi-phased Public Works Shops project.
PHASE ONE	
December 2019	Council adopts Phase One of Public Works Shops - design begins on western parcel of purchased land (4 acres).
End of 2020	Council adopts funding for PW shops as part of the 2021-2022 CIP project (50% paid by Utilities (Sewer, Water and Surface Water)).
April 2021	Construction of new space for Fleet & Facilities Building begins on western parcel.

October 2021	Due to planned environmental improvements, City receives regulatory relief from Department of Ecology, enabling development into the new ordinary high water mark (OHWM) created by the construction of Chinook Winds salmon restoration project.
June 2022	Staff moves into newly renovated Fleet & Facilities Building.
PHASE TWO	
April 2022	Staff introduce Phase Two to Council at 4/18 Transportation and Infrastructure Services and 4/25 Finance and Governance Committees.
May 2022	Council directs Staff to begin RFQ process for a test-to-fit analysis of Phase Two on 5/9.
June 2022	Council authorizes Mayor to execute lease agreements for the property through April of 2025.
November 2023	City takes possession of eastern parcel of land where UPS building currently resides (6.8 acres).
2028	Estimated timeline for Shoreline Regulation update.

Original Planning Process

In September 2018, the City hired SHKS Architects to conduct a planning process for the City's Public Works Maintenance Shops facilities. SHKS' planning process centered around eight key activities:

- kickoff meetings and goals exercise
- assessment of existing facilities
- (3+) rounds of interviews with each division
- job shadow of operations
- tours of local public works facilities
- all-hands meeting to present (2) test-to-fit options
- refine test-to-fit options with crew feedback
- share finalized master planning option at all-hands meeting

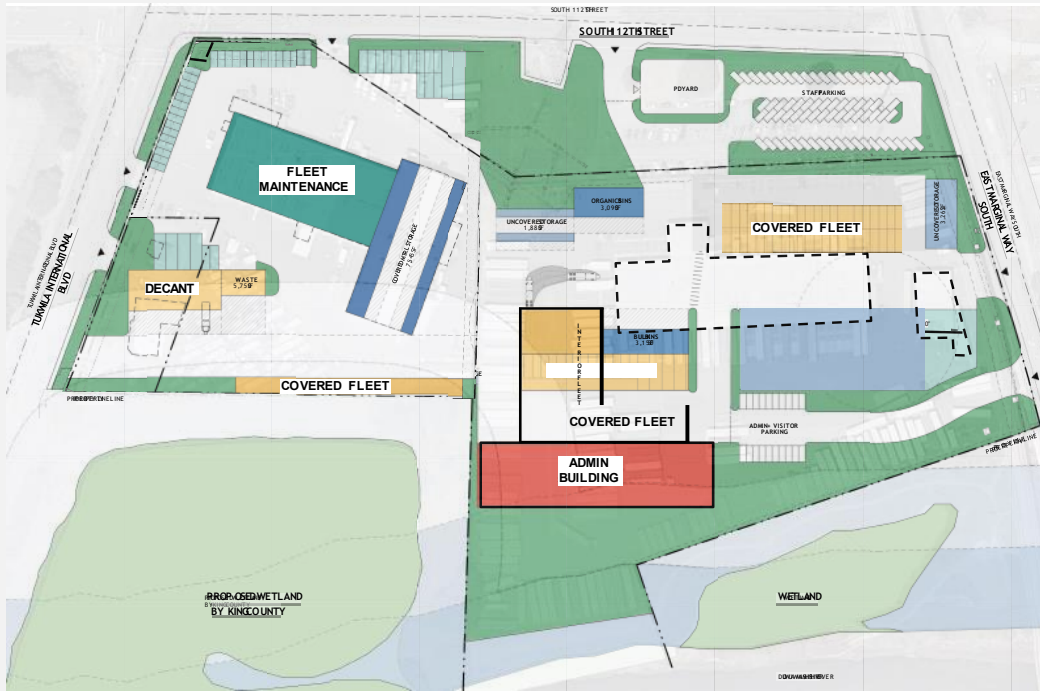
SHKS conducted several meetings with PW staff, visited the existing facilities, toured similar PW facilities in the region and developed worked together to craft a vision of a combined Public Works Shops maintains the location of the Fleet & Facilities building while adopting the features that led staff's initial recommendation. This refined vision is reflected on page 3 below .

The City will receive ownership of the eastern parcel on November 1, 2023. Thereafter, the City will execute lease agreements for the property through April of 2025. It is recommended to begin preparing now for the construction of the structures on this site and especially those structures that will be located within the shoreline jurisdiction buffer areas – thereby securing the City's full potential for buildable areas. As project design, permitting and bidding process can take several years on a substantial development of a new building, it is recommended that the Public Works Engineering and Maintenance building (which is planned in the protected area) design process begin as soon as possible.

In order to preserve the full scope of buildable lands, the City should begin the process to get the project to the permitting phase, which vests the project and therefore preserves the ability for the City to fully utilize the land.

After receiving feedback from Council on May 9, 2022, Staff released a Request for Qualifications (RFQ) for the design process. This includes a confirmation of the program that was developed in 2019 to confirm that it is still accurate. Site circulation and program area locations would be coordinated to ensure an efficient flow is maintained, as well as separation of secure access points (critical, if there are shared program areas with other jurisdictions). The siting/test to-fit diagram would include reference/evaluation of all environmental factors new and/or previously documented and recognition of the project goals.

COMBINED PW SHOPS VISION



- PROGRAM LEGEND
- ADMIN + SHOPS
 - FLEET MAINTENANCE
 - FLEET MAINTENANCE PARKING
 - INTERIOR FLEET PARKING
 - COVERED FLEET PARKING
 - UNCOVERED FLEET PARKING
 - DECANT + BRINE
 - SPOILS
 - COVERED STORAGE
 - BULK BINS
 - UNCOVERED STORAGE

DISCUSSION

On May 25, 2022, with assistance from Shiels Oblatz Johnsen (SOJ), the project management firm assisting the City in the implementation of the Public Safety Plan, the City issued a Request for Qualifications for architect and engineering services. Ultimately, the City received four proposals that were evaluated by SOJ, the City’s Public Works Director, two Public Works Managers, City Administrator, and the Deputy City Administrator.

Miller Hayashi Architects was chosen by the interview panel. The Project Management Quality Assurance (PMQA) consultant participated as well. Miller Hayashi was chosen for several reasons:

- Strength of design of previous similar project types in the greater Seattle area.
- Confidence in the proposed project manager’s qualifications and demonstrated knowledge of the detailed functionality of Public Works facilities.
- Inclusion of a permit specialist with past experience working at the Department of Ecology, as well as credential as a civil engineer and wetlands biology experience.
- Experience with and commitment to working with disadvantaged businesses (DBEs) as well as inclusion of an equity consultant on the team.
- Currently working for Healthpoint.org, who is developing a mixed-use project on Tukwila International Blvd.

SOJ negotiated a not to exceed contract amount of \$188,727.00. The project manager, with significant experience building public projects and an architect herself, has determined this is a good value for the City and taxpayers.

At the end of the ‘Test to Fit Site Analysis’ phase of approximately two months, Miller Hayashi will be presenting its findings to the Council, and they will include the approximate square footages and location options for consideration.

At that time, the Council will be presented with options moving forward. This will include a timeline, a project budget, and a comprehensive financing plan.

The newly appointed PMQA consultant, John Palewicz has reviewed this memo and agrees with the recommendations.

FISCAL IMPACT

The City was unsuccessful in getting the grant opportunity for Congressman Adam Smith Community Project Funding.

For this Public Works project, there has been a Council policy that the users who benefit pay their proportionate share. Therefore, 50% is funded from the general fund and 50% is funded from utilities (sewer, water, surface water).

With the expected \$350,000.00 cost for the test to fit design, \$175,000.00 will be paid for by the Enterprise Funds, which was included in the 2021-2022 Council Adopted Budget, and \$175,000.00 will come from the General Fund. Staff recommends that the General Fund portion of the revenue come from the unanticipated higher price the City is receiving from the sale of the George Long Shops.

Full Test-to-Fit Analysis Costs		
<i>Contract Title</i>	<i>Firm</i>	<i>Cost</i>
Test-to-fit Design	Miller Hayashi	\$188,727.00
Geotech Exploration	Langan	\$36,600.00
Surveying	David Evans & Associates	\$25,000.00
Project Management	SOJ	\$38,148.00
Management Reserve/Contingency	N/A	\$61,525.00
Total		\$350,000.00

Funding Path	
Enterprise Funds (Water, Sewer, Surface Water)	\$175,000.00
Portion of Excess Funds from George Long Shop Proceeds	\$175,000.00
Total	\$350,000.00

Next Steps

1. Sign the contract with Miller Hayashi Architects for the test-to-fit design process.
2. Complete test-to-fit analysis, which includes location of new maintenance & engineering building, storage, covered parking areas, and decant facility among others.
3. Bring the test-to-fit site plan options to Council to discuss updated cost estimates, square footage, design process, and project delivery options.
4. Start the building design and permitting process.
5. Take ownership of Eastern Parcel on November 1, 2023.
6. City executes lease agreements for the property through April of 2025.
7. Start construction of Maintenance and Engineering Building to maximize development potential of newly acquired City property.
8. Design the storage, covered parking areas, and decant facility.
9. Construct the storage, covered parking areas, and decant facility.
10. Achieve the combined Public Works Shops site to meet program projections.

RECOMMENDATION

Approve the test-to-fit contract in the amount of \$188,727 for architect and engineering services with Miller Hayashi and forward it to the next Committee of the Whole meeting on September 12, 2022.

ATTACHMENTS: Request for Qualifications
 Proposed Miller Hayashi Contract
 Miller Hayashi Proposal

**CITY OF TUKWILA REQUEST FOR QUALIFICATIONS (RFQ)
PUBLIC WORKS ADMINISTRATION BUILDING PROJECT
Due Wednesday, June 29, 2022 by 5:00 p.m.**

The City of Tukwila (“City”) is soliciting Statement of Qualifications (SOQ) from qualified firms for Public Works Administration Building Project. These services include: professional architectural and engineering services required for programming, planning, design, and construction of a new building, and demolition of existing structure(s).

Please review the full RFQ following this notice

Interested firms must mail or hand deliver five (5) copies of their proposal and a flash drive to:

Hari Ponnekanti
City of Tukwila Public Works Department
6300 Southcenter Boulevard, Suite 200
Tukwila, Washington 98188

Five (5) bound copies of the SOQ shall be received no later than **5:00 p.m. on June 29, 2022**. No submittal will be accepted after this date and time. The City will not be liable for delays in delivery of proposals due to handling by the US Postal Service or any other type of delivery service. Faxed or emailed submittals will not be accepted. Please reference the RFQ title on all communication and mailing labels. Any questions regarding this project should be directed to Hari Ponnekanti, Public Works Director at Hari.Ponnekanti@TukwilaWA.gov. Only email inquiries will be accepted.

Submittals may be mailed to the above address or hand-delivered to Tukwila City Hall, 6200 Southcenter Blvd, Tukwila, on Monday or Wednesday from 8:30 a.m. to 4:00 p.m., contingent on current public health guidelines (subject to change). City facilities are NOT open to accept hand delivered proposals by staff except during this time period. The entrance is near the flagpole. There is also a drop box at the entrance doors to City Hall 24 hours a day, however, it may not be large enough to handle the proposals. Please plan accordingly to meet the deadline.

Published Seattle Times – May 25, 2022 and June 1, 2022

Published Daily Journal of Commerce – May 25, 2022 and June 1, 2022

**City of Tukwila
Public Works
Administration Building Project**

**Request for Qualifications Architectural
and Engineering Services**



May 25, 2022

**City of Tukwila
Request for Statement of Qualifications
For Architectural and Engineering Design Services for
Tukwila Public Works
Administration Building Project**

Submittal Deadline: June 29, 2022 by 5:00 P.M.

The City of Tukwila is soliciting Statements of Qualifications (SOQs) for Architectural and Engineering Design Services for the planning and design of the Tukwila Public Works (PW) maintenance administration building. The project site is located at 11231 E Marginal Way S, Tukwila Washington.

The City requests a limit of thirty (30) pages total for the SOQ, including cover page, project examples and supplemental information. It is the City's intent to select an architectural and engineering consultant team based on qualifications, abilities, past performance, and availability to complete the work within the timeframe specified. Once the City has reviewed the qualifications, one or more firms may be requested to provide additional information and/or participate in an interview process.

Review of the SOQs and the final selection will be performed by a committee comprised of City staff and others.

Background information, consultant selection criteria, and instructions for the preparation and submittal of SOQs may be obtained by contacting Hari Ponnekanti via email at hari.ponnekanti@tukwilawa.gov

SOQs are due by June 29, 2022, at 5:00 PM. The City will evaluate the SOQs and select the highest-ranking firms for additional information and/or interviews. The final selection will be based on the combined score of the written SOQs and the interviews.

BACKGROUND:

The City of Tukwila is consolidating its Public Works department activities into one site. The City of Tukwila Public Works Department started Phase 1 improvements for Public Works maintenance facilities at 11210 Tukwila International Blvd in 2019.

Then in July 2019, the City purchased property located at 11231 E Marginal Way South (Project Site – this is located directly adjacent to the Phase 1 Public Works maintenance facilities). The City will have possession of the Project Site in October 2023. The City is soliciting SOQs from architectural and engineering consultant teams to study the existing Site facilities, prepare for demolition of the existing facilities, and design a new administration building meeting all current applicable codes.

In the final configuration, the consolidated sites will house the Facilities, Fleet, Utilities and Streets departments of the Maintenance and Operations division of Public Works.

SCOPE OF WORK:

The City of Tukwila is seeking a firm to provide professional architectural and engineering services required for facilities assessment, planning, design, and construction of new facilities, and demolition of existing structures. Services will include, but not be limited to: architectural and engineering services, programming, master plan development with phases, cost estimating, structural engineering, MEP (mechanical, electrical, plumbing), landscaping with potential wetlands restoration work and civil engineering.

SUBMITTAL DEADLINE:

The City must receive (5) hard copy sets of SOQs as well as a flash drive with submittals by **5:00 PM on June 29, 2022**. Hard copy sets of SOQs and the flash drive must be delivered to the address listed below. Faxed or emailed SOQs will not be accepted. Please direct all questions to Hari Ponnekanti via email to Hari.Ponnekanti@tukwilawa.gov.

City of Tukwila
Attention: Hari Ponnekanti
6300 Southcenter Boulevard STE 200
Tukwila, WA 98188

QUESTIONS

All questions should be directed to Hari Ponnekanti at Hari.Ponnekanti@tukwilawa.gov. No other form of questions will be accepted. Questions received after 5:00 pm on June 15, 2022, may not be answered. If an addendum to this RFQ is needed, it will be published no later than 4:00pm on June 20, 2022.

Rejection of Submittals

The City reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This request for SOQs does not obligate the City to pay any costs incurred by respondents in the preparation and submission of their SOQs. Furthermore, this request for SOQs does not obligate the City to accept or contract for any expressed or implied services.

SUBMITTAL REQUIREMENTS:

- 1) Cover Letter: The cover letter shall briefly summarize the firm's qualifications and past experience relevant to the scope. A principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.
- 2) Outline your firm's experience on the scope of work required for the appropriate discipline.
- 3) Describe your firm's overall approach, including organization and work tasks necessary to accomplish the objectives. If it is your firm's practice to have specific sub-categories of the Scope of Work, performed by consultant(s), please identify the consultant(s) you anticipate using for a Contract, indicate their specific role(s), and outline their experience on similar or related work.
- 4) Describe your quality control process.
- 5) Identify qualifications/expertise of the key personnel on your team; and evidence of availability of staff to begin immediately upon awarding of the contract.

- 6) Provide a list of key personnel, including consultants' personnel indicating the specific role of each, and clearly identify the Project Manager.
- 7) Provide a professional resume for each of the named key personnel, indicating the extent of his/her experience on projects related to this type of work. Each of the key personnel suggested for use on the project must have current professional registration or certification and, if applicable, be currently licensed with the State of Washington.
- 8) Past performance and record of successful completion of public works facilities of similar size and scope:
 - a) Describe any previous projects (firm and individual) of similar scope to our project and include a description of specific responsibilities of relevant team members on such projects.
 - b) Note any information useful in demonstrating successful results on prior projects.
 - c) Provide reference contact names, phone numbers, and addresses related to the above prior projects.
- 9) Provide written summary of firm's history of collaborating with DBE/WMBE firms as part of your team on previous similar projects. Describe approach to maximize their participation.

CONSULTANT EVALUATION CRITERIA:

Consultant's SOQ will be evaluated based on the criteria listed in this section. In preparing the SOQ, it is important to clearly demonstrate expertise in the areas described in this document. The SOQ must demonstrate expertise and the availability of experienced personnel in all of the areas described in the appropriate disciplines, either through in-house staff or with consultants.

Firms are encouraged to identify and clearly label in their SOQ how each criterion is being fully addressed. Evaluation of responses to this RFQ will be based only on the information provided in the RFQ package, and if applicable, during an interview and reference review process. The City reserves the right to request additional information or documentation from the firm regarding its SOQ documents, personnel, or other items in order to complete the selection process.

The following criteria, with a point system of relative importance with an aggregate total of 100 points, will be utilized to evaluate the qualifications of each firm:

Evaluation Criteria Weighting

Statement of Qualifications (SOQ)

- a) Staff Qualifications: **14 points**
- b) Past performance on other campus facilities study projects or relevant projects: **10 points**
- c) Project approach: **10 points**
- d) Past examples of Master Planning efforts with multiple phases: **6 points**
- e) Firm location, staffing and current workload: **6 points**
- f) DBE/MWBE approach: **4 points**

Subtotal: 50 points

Interviews

- a) Presentation: Clarity and thoroughness of presentation and the firms. **10 points**
- b) Understanding of and approach to the requirements of the Project. **10 points**
- c) Specific Questions: Thoroughness and insight in providing direct and clear answers to the questions asked. **20 points**
- d) Communication: Overall quality of the team's presentation, including interpersonal communications between team members and the interview panel. Quality of questions asked by the firm. **10 points**

Subtotal: 50 points

The firm receiving the highest combined score as a result of the SOQ and interviews will be selected to enter into an agreement with the City.

As part of the evaluation, the City will consider prior experience with similar types of project planning and design to be a significant component of the SOQ from the successful firm or team. In particular, the City places substantial emphasis on providing an efficient public facilities campus that minimizes on-going maintenance efforts by its crew.

SUBMISSION REQUIREMENTS:

- 1) Upon receipt of each SOQ, the City will stamp it to confirm that it was submitted prior to the deadline. Upon request, the City will provide the firm with an acknowledgement of receipt. All SOQs received will become the property of the City and will not be returned.
- 2) Required Number of Copies: Firms responding to this RFQ shall submit five (5) hard copies and one (1) electronic copy on a flash drive of its SOQ to the address listed above.

SELECTION PROCESS:

All responses to this RFQ will be screened for eligibility. As time permits, a selection panel will rate eligible responses, according to the criteria listed above, and may conduct reference checks as part of the process. If there is insufficient information, the City reserves the right to request additional information, and to interview firms to discuss their SOQs. It is the City's intent to interview up to three firms based upon the submitted written materials.

- 1) This solicitation does not obligate the City to award a contract to any respondent. At its option, the City reserves the right to waive any informality or irregularities in the SOQs and/or to reject any or all submittals.
- 2) The City reserves the right to request clarification of information submitted, and to request additional information from any firm.
- 3) If the City awards a firm the contract to provide architectural and engineering services, the successful firm shall be issued a written Notice of Intent to Award. The successful firm shall execute an agreement acceptable to the City within thirty (30) days from the date of Notice of Intent to Award. Failure by the successful firm to execute an agreement within the stipulated 30-day period shall constitute non-conformance with the RFQ, allowing the City to unilaterally withdraw and terminate such intent to award, unless there is a negotiated and written extension of the period.

- 4) The City reserves the right to award the contract to the next most qualified firm if the successful firm does not execute a contract within the 30 days from the date of the Notice of Intent to Award.
- 5) The City shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the RFQ.

6) Approximate Selection Timeline:

Questions Deadline:	June 15, 2022
SOQ Deadline:	June 29, 2022, at 5:00pm
Consultant Shortlist:	Week of July 11, 2022
Consultant Interviews:	Week of July 18, 2022
Consultant Selected:	Approximately late July, 2022
Scope and Fee Negotiations:	Early August, 2022
Agreement Approval by Council:	Late August 2022
Execute Contract:	Approximately early September 2022

ADMINISTRATIVE INFORMATION:

- 1) Minority-owned and Women-owned Business Enterprises: The City strongly encourages minority owned and women owned businesses, socially and economically disadvantaged business enterprises, and small businesses to respond to this RFQ, to participate as partners, or to participate in other business activity in response to this RFQ.
- 2) Basic Eligibility: Any successful firm must be licensed to do business in the State of Washington, the City of Tukwila and must have a state Unified Business Identifier (UBI) number. In addition, the successful firm must not be debarred, suspended, or otherwise ineligible to contract with the City.
- 3) Payment Requirements: Firms should be aware that the City will only make payments on invoices after the work being billed has been completed and will pay reimbursable expenses to the firm only upon receipt of an itemized invoice for the reimbursable expenses. No advance payments will be made to the firm and the firm must have the capacity to meet all project expenses in advance of payments by the City.
- 4) Approval of Consultants: The City retains the right of final approval of any consultant of the selected firm who must inform all consultants of this provision.
- 5) Documents Produced: All construction drawings, reports, specifications, and other documents produced under contract to the City must be submitted to the City in both hard copy (Mylar) and a digital format that meets the City's requirements, using Microsoft Office, Adobe Acrobat and/or AutoCAD products. All documents shall become the exclusive property of the City.
- 6) Civil Rights: The City of Tukwila embraces civil rights and equal opportunity. If any events occur involving the firm or subcontractors that would violate those rights, then the firm shall take full responsibility for said actions.
- 7) Insurance: Successful consultant will be expected to enter into a standard City of Tukwila Consultant Agreement that includes the standard general insurance requirements as follows:

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.

- 8) **Minimum Amounts and Scope of Insurance:** Consultant shall obtain insurance of the types and with the limits described below:
 - a) 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.
 - b) 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.
 - c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - d) 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.
- 9) **City Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the City 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 City evidences limits of liability lower than those maintained by the Contractor.
- 10) **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.
- 11) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- 12) **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.

13) 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.

14) 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.

PUBLICATION:

This RFQ shall be published in Seattle Times and The Daily Journal of Commerce.

END OF REQUEST FOR QUALIFICATIONS



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 Miller Hayashi Architects, LLC, 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 Architect Design and Planning services in connection with the project titled Tukwila Public Works Administration Building Project.
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, 2023, 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, 2023, unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “A” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$188,727 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, to the extent arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the 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 Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be an additional 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; Attorneys' 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, each party shall be responsible for its own attorneys' fees and costs. 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:

18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

CITY OF TUKWILA

CONSULTANT

Allan Ekberg, Mayor

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O'Flaherty

Office of the City Attorney

DRAFT

MEMO

Date: 8/18/2022 *draft*

Tukwila Public Works Administration Building

11231 E Marginal Way South, Tukwila, WA 98168

SCOPE & FEE PROPOSAL FOR PREDESIGN PHASE

Overall Project Scope: The City of Tukwila recently purchased the property at 11231 East Marginal Way South with long-term plans for a consolidated facility for the Public Works Department. This site, in combination with the property directly adjacent to the west and along with several easements, will house all Public Works activities in a safe, efficient, functional, and forward-looking configuration. Renovation of the existing Fleet Maintenance Building (Phase I) was recently completed on the adjacent property to the west. This Predesign phase will analyze Test-to-fit Site Concepts for the overall site.

Following the Predesign phase, it is anticipated that the City will determine the scope of a Phase II project. The Phase II project may include construction of a new Administration Building, associated site improvements, demolition of the existing UPS facility building(s), potential wetlands restoration, and off-site improvements if required.

The elements of the overall project scope that are not completed in Phase II would be completed in a future phase.

Scope of Services in this Proposal: Predesign Test-to-fit Concept & Cost Analysis

The current Proposal encompasses only the identified Predesign Phase activities. The objective is to analyze the existing site conditions, perform preliminary code analysis, and define all scope elements required for the overall consolidated Public Works facility. The Predesign phase will result in an updated Test-to-Fit Site Concept and Conceptual Cost Analysis.

Tasks:

- Collect and review existing documents
- Meet with Public Works Staff to validate program and site analysis: (4) Meetings
- Prepare updated Test-to-Fit site development diagrams
- Prepare preliminary Code Analysis and identify potential permitting requirements
- Obtain Predesign Cost Analysis based on site information, civil, landscape, and environmental assessments, and square foot allowances for New Construction.

- Prepare presentation site plan representing preferred Test-to-Fit Site Concept
- Deliverables: Predesign Concept Site Plans and Concept Cost Analysis.

Not Included: Design Phase for the Administration Building is Not Included.

Predesign Schedule:

Notice to Proceed	Mid-September
Meetings with PW Staff	Late-September
Preliminary Draft Memo	Early-October
Council Update	Mid-October
Council Update	Late-October
Council Update	Early-November

Compensation Summary:

See Attached Compensation Summary dated 8/18/2022

Provided By Owner: Site Survey, Hazmat Assessment, Geotechnical Report

Tukwila Public Works Administration Building Predesign
8/18/22 DRAFT

Predesign Services	Subtotal	Arch	add serv mark up 10%	Civil Cannon	Landscape & Environmental Herrera	Structural PCS	Electrical Tres West	Cost RC Cost
1. Test-to-fit Site Concepts & Cost Analysis	\$188,227	\$65,020	\$11,201	\$28,500	\$58,356	\$5,500	\$12,250	\$7,400
Predesign Services TOTAL	\$188,227	\$65,020	\$11,201	\$28,500	\$58,356	\$5,500	\$12,250	\$7,400

Reimbursable Expenses Allowance \$500

Architectural Services Detail

1. Predesign Assessment	<i>Principal</i>	<i>PS VII</i>	<i>PS V</i>
Base Drawings of Existing Conditions		8	40
Assemble and Review Existing Documents	8	8	8
Building and Land Use Code Research	8	8	
Site Development Diagrams - Test to fit	8	16	80
Prepare Presentation for Council Briefing	16	24	80
Coordinate Cost Analysis	8	8	
Programming Analysis and Validation	8	16	40
Meetings with Public Works Staff (4)	12	12	12
Project Management and Communications	32	12	
Subtotal Hours	100	112	260
<i>Architectural Services Billing Rates:</i>	<i>\$200</i>	<i>\$135</i>	<i>\$115</i>
<i>subtotal</i>	<i>\$20,000</i>	<i>\$15,120</i>	<i>\$29,900</i>

Architectural Services **\$65,020**

MH Hourly Rates Schedule for Additional Services

Principal	\$200
Professional Staff IX	\$175
Professional Staff VIII	\$150
Professional Staff VII	\$135
Professional Staff VI	\$125
Professional Staff V	\$115
Professional Staff IV	\$105
Professional Staff III	\$95
Professional Staff II	\$85
Professional Staff I	\$75
Support Staff	\$75

TUKWILA PUBLIC WORKS ADMIN BUILDING

On August 12, 2022, Miller Hayashi Architects authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to provide environmental engineering, environmental permitting and landscape architecture services for the City of Tukwila's Public Works Administration Building. Herrera will work with the design team to develop test fit concepts for the Public Utility Campus, including layout of program elements, trails, overall circulation, landscape, shoreline restoration areas and stormwater management based on permitting guidelines.

This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project.

TASK 1.0 – CONCEPT TEST FIT

The Predesign phase will include test-to-fit planning to validate the overall approach to the site. Herrera will conduct one full-day site visit, with up to three Herrera staff, to evaluate existing site conditions for the Public Works property and adjacent wetland and park areas. Herrera will review previously developed background documents and information created for the project. Herrera will collaborate with the design team to develop two development alternatives; a baseline site diagram and an enhanced design diagram. Herrera will provide high level cost estimates for the landscape and shoreline restoration elements for both options. The cost analysis will be presented to the Tukwila City Council in October, 2022.

Assumptions

- Plant selection will not be included at this level of design.
- Herrera will receive existing site survey, GIS data layers, programming requirements and background documents necessary to inform site analysis by September 1, within NTP, or one day after NTP for site analysis.
- No downstream analysis or offsite improvements will be included.
- Two Concept Test Fit scenarios will be developed; one baseline option and one enhanced option.

SCOPE OF WORK

- Herrera will coordinate with the design team to evaluate locations for siting buildings, stormwater management facilities, site and shoreline restoration, pedestrian and vehicular circulation, landscaped and hardscaped areas.
- Herrera will attend up to 6 weekly design team meetings, 1 hour each.
- Herrera will attend one field visit for 2 landscape architects and 1 engineer/ senior biologist to inform site analysis, not including travel time.
- Herrera will attend up to 3 meetings with the City Public Works Department, 1 hour each; including one meeting with maintenance staff. Herrera staff will include 2 Herrera landscape architects and 1 engineer/senior biologist.
- Herrera will develop progress circulation diagrams and facilitate a conversation to discuss maintenance and operations needs.
- Markups and feedback on draft concepts will be consolidated into a single markup or document provided to Herrera for edits.
- One round of edits will be required between draft and final concept rendering and document submittals.
- Herrera will provide input to RC Cost on cost estimates for baseline and enhanced Test-to-Fit options
- This task will be completed by October 15, 2022.

Deliverables

- Field notes and field sketch mark-ups of high-level site analysis in Adobe PDF format.
- Content to support one draft memorandum document created by Miller Hayashi summarizing potential permitting requirements, site opportunities and constraints, and design alternatives for both baseline and enhanced concepts.
- Final content to support one final memorandum document created by Miller Hayashi, including both baseline and enhanced concepts
- Project basemap (Autocad).
- One draft and one final Test-to-Fit site diagrams each for basic concept, and preferred alternatives, in Adobe PDF format (pedestrian circulation, path locations, restoration and stormwater management areas, landscaped and hardscaped areas, wayfinding elements).

SCOPE OF WORK

TASK 2.0 – PERMITTING ANALYSIS

Preliminary permitting analysis will be conducted for the two development alternatives described in Task 1.0; a baseline and an enhanced design. Herrera will review and summarize the potential permitting requirements and waivers for the project for the following regulatory permits or requirements:

- Clean Water Act (CWA) Section 404 – Corps of Engineers
- CWA Section 401 – Washington State Department of Ecology
- Hydraulic Permit Approval – Washington State Department of Fish and Wildlife
- State Environmental Protection Act Checklist – City of Tukwila serving as Lead Agency
- City of Tukwila shoreline and critical areas permitting requirements

Herrera will create an estimated environmental permitting flow chart that describes for the City Council what the potential environmental permit process will be for the two test fit alternatives described in Task 1.0 above. The flow chart and description of permitting analysis will be included in the deliverables described in Task 1.0 above.

Assumptions

- Herrera will receive existing information regarding critical areas and shoreline jurisdiction (e.g. site survey, GIS data layers from prior wetland and stream delineation efforts, etc.) by September 1, within NTP, or one day after NTP for site analysis.
- For both development options identified as part of Task 1.0 all areas within the site development area/perimeter fence will be contained within current paved/developed site footprint. Additional areas of pavement will be removed along the shoreline of the Duwamish River and any stormwater facilities will be contained within this area.

Deliverables

- All deliverables for this task will be part of Task 1.0 Deliverables stated above.

TASK 3.0 – PREFERRED ALTERNATIVE

After the client selects a preferred concept plan from the two options presented in Task 1.0, Herrera will coordinate with the design team and incorporate comments to create a refined consolidated concept plan. Herrera will create a graphic rendering of the preferred design layout

SCOPE OF WORK

to share at City Council meetings and support grant applications. Herrera will update the cost estimate to reflect any modification made to the concept if adjustments have been made.

Assumptions

- Client will provide one consolidated round of comments within 5 working days of the concept submittal.
- Herrera will attend up to 2 weekly team meetings, 1 hour each. Herrera staff will include 2 Herrera landscape architects and 1 engineer/senior biologist.
- Plant selection will not be included at this level of design. This task will be completed by October 31, 2022.

Deliverables

- Updated content to support a final memorandum document created by Miller Hayashi for preferred concept
- Draft and final Preferred Alternative Site plan (pedestrian circulation, path locations, restoration and stormwater management areas, landscaped and hardscaped areas, in Adobe PDF format.
- Provide input on updated cost estimate for Preferred Test-to Fit option, developed by RC Cost



Cost Estimate for Tukwila Public Works Admin Bldg Project
Herrera Project No. 22-07903-000

			Task No.	1	2	3	Total
Herrera Labor based on: Burdened Labor Rates				Concept Test to Fit	Permitting Analysis	Preferred Alternative Development	
Schedule			Task Start Date	9/1/2022	9/1/2022	10/1/2022	
			Task End Date	10/3/2022	11/1/2022	11/1/2022	
Staff	Title	2022 Burdened Labor Rates					
Vyanos, Stacy	Landscape Architect III	\$145.95	105	0	29	134	
Forester, Kate	Landscape Architect IV	\$185.02	53	0	9	62	
Gleason, Rayna	Landscape Designer II	\$123.52	20	0	36	56	
Marshall, Eric	CAD Technician III	\$155.30	8	2	0	10	
Merten, Christina	Scientist VI	\$240.36	35	20	8	63	
Crickmore, Ian David	GIS Analyst IV	\$162.22	0	10	0	10	
Mitchell, Colleen	Engineer V	\$223.07	0	0	6	6	
Stewart, Rick	Project Accountant III	\$130.16	4	0	0	4	
Total Hours per Task			225	32	88	345	
Subtotal Labor			\$37,777	\$6,740	\$13,606	\$58,123	
Subtotal Herrera Labor			\$37,777	\$6,740	\$13,606	\$58,123	
Travel and Per Diem (PD)							
Item	Unit	Unit Cost					
Auto Use	Mile	\$0.625	372	0	0	372	
Subtotal Per Diem			\$233	\$0	\$0	\$233	
Subtotal Per Diem, Lab Costs, and ODCs			\$233	\$0	\$0	\$233	
Grand Subtotal			\$38,010	\$6,740	\$13,606	\$58,356	
Grand Total						\$58,356	



August 16, 2022

Laura Maman, AIA
Miller Hayashi Architects PLLC
118 N 35th Street #200
Seattle, Washington 98103

PROJECT: CITY OF TUKWILA PUBLIC WORKS FACILITY -TEST TO FIT CONCEPT – CIVIL ENGINEERING

Dear Laura Maman:

We are looking forward to working with you on this public works facility site development project for the City of Tukwila located at 11231 E Marginal Way S, Tukwila Washington. Cannon is committed to providing reliable, responsive solutions that fit our Client's needs.

Please review this proposal and I will follow up with you next week to discuss further. If you would like to get started before then, please return the signed Acceptance of Proposal. The fees quoted in this proposal are valid for 60 days from this date.

Sincerely,

A handwritten signature in blue ink that reads "Katie Rollins".

Katie Rollins
Senior Associate Engineer



PROJECT UNDERSTANDING

Project Property: 11231 E Marginal Way S, Tukwila Washington
Parcel #s: 1023049059 and 0923049152
Land Area: 10.8 Acre
Architect: Miller Hayashi Architects
Environmental Consultant: Herrera
Owner: City of Tukwila

The City of Tukwila (City) is proposing redevelopment and expansion of their existing public works facilities. The project is proposed in phases, with Phase 1 already complete being tenant improvements of an existing building. Phase 2 is the construction of a new administrative building including site and utility improvements. Phase 3 and 4 would complete the facility build out and include additional covered and uncovered parking, decant facility, and storage. Based on the estimate construction costs, the City will determine if some improvements planned for Phase 3 or 4 can be included in Phase 2.

The City selected Miller Hayashi Architects and subconsultant team to complete conceptual site planning (test-fit) for Phases 2-4, then complete design and construction administration for Phase 2. The test fit will determine the location, pricing, and phasing of the overall project so that the improvements for Phase 2 can be constructed appropriately to allow for future buildout.

SCOPE OF WORK

This scope of work is to assist Miller Hayashi and team with the test-fit.

Phase 1: Project Management

We will attend weekly site meetings, up to one client meeting, and one site visit. We assume all meetings will be held virtually via video conference.

Phase 2: Conceptual Stormwater and Drainage Design

We will prepare a conceptual stormwater strategy including preliminary calculations to determine the location and approximate sizing of required facilities. Herrera will take these calculations and locations to complete a site-fit plan which meets the City's restoration goals as well.

We will review the topographic survey, existing drainage outfalls, and prepare a conceptual drainage strategy that aligns with the stormwater strategy.

Phase 3: Engineering Site Fit Analysis

We will provide input to the architectural and environmental site fit plan to optimize utility improvements for Phase 2 and beyond. We will provide auto turn analysis with AASHTO standard vehicles on up to two site plans to confirm circulation and parking layout is sufficient.

Based on the architectural and environmental site plan, we will provide a civil site fit exhibit which includes: size/location of stormwater improvements, drainage concept, water and sewer utility routing.



Phase 4: Opinion of Probable Costs

We will prepare an engineer’s estimate of probable costs using unit costs provided by a cost estimating consultant. The estimate will include civil improvements such as stormwater, utilities, and flatwork as shown in the civil site fit exhibit. An earthwork number will not be provided at this time.

SCHEDULE

- August 29: Project Kickoff
- September 26: Initial stormwater sizing complete
- October 10: Provide engineering site fit analysis exhibit
- October 29: Project complete, council to authorize next phase of work

DELIVERABLES

- Civil site fit analysis exhibit
- Opinion of probable costs

CLIENT RESPONSIBILITIES

The client will provide the following:

- Provide architectural site plan and background for drawings
- Communications with the city
- Information regarding projected vehicle and pedestrian movements

ASSUMPTIONS

The assumptions upon which the scope of work and fee proposal are based are listed as follows. If these assumptions differ from what is encountered during the project, revision of the scope of services may be required and may be subject to a revised fee.

- Topographic survey will be provided on or prior to project kickoff.
- The “not to exceed” fees are estimates, subject to confirmation and adjustment, as necessary, during the progress of the work.
- All environmentally sensitive and/or critical areas issues will be addressed by others.
- Schematic, Design Development, and construction drawings will be prepared under a separate contract.

ESTIMATED FEES

Project meetings in excess of those included in Phase 1 will be billed on a time and materials basis. Reimbursable expenses are not included in the fixed fee; see *Reimbursable Expenses* included for rates. It is our understanding that this project does not qualify for Washington Prevailing Wages.

Phase 1: Project Management:	\$4,800
Phase 2: Conceptual Stormwater and Drainage Design	\$11,100
Phase 3: Engineering Site Fit Analysis:	\$7,200
Phase 4: Opinion of Probable Costs	\$5,400
Total Authorized Fixed Fee Budget:	\$28,500



2021/22 Fee Schedule

Bill Rate Ranges
Subject to change

Assistant Resident Engineer	\$ 135 - \$ 157
Associate Engineer	\$ 140 - \$ 177
Associate Landscape Architect	\$ 145 - \$ 156
Automation Design/Project Engineer	\$ 115 - \$ 140
Automation Specialist	\$ 135 - \$ 153
Automation Technician	\$ 95 - \$ 112
CAD Tech	\$ 85 - \$ 103
CAD Manager	\$ 100 - \$ 120
Construction Inspector I - III	\$ 110 - \$ 136
Construction Manager	\$ 155 - \$ 173
Design Engineer	\$ 110 - \$ 141
Director	\$ 190 - \$ 225
Engineer Tech	\$ 98 - \$ 108
Engineering Assistant I - II	\$ 80 - \$ 105
Engineering Manager	\$ 210 - \$ 230
Grant Funding Manager I - II	\$ 130 - \$ 157
I&E Services Coordinator	\$ 80 - \$ 92
Information Systems Admin/Manager	\$ 75 - \$ 125
Land Surveyor I - V	\$ 150 - \$ 205
Landscape Architect	\$ 105 - \$ 119
Landscape Designer I - II	\$ 80 - \$ 113
Lead Automation Specialist	\$ 147 - \$ 162
Lead Automation Technician	\$ 105 - \$ 125
Lead Designer	\$ 100 - \$ 133
Office Engineer / Construction I - III	\$ 98 - \$ 130
Sr. / Plan Check Engineer I - III	\$ 125 - \$ 177
Planner I - III	\$ 83 - \$ 113
Planning Assistant I	\$ 55 - \$ 70
Principal Construction Engineer	\$ 185 - \$ 198
Principal Designer	\$ 110 - \$ 145
Principal Engineer	\$ 170 - \$ 217

Project Designer	\$ 83 - \$ 127
Project Engineer	\$ 120 - \$ 153
Project Manager / Sr. Principal	\$ 195 - \$ 220
Resident Engineer	\$ 155 - \$ 177
Sr. Associate Engineer	\$ 150 - \$ 193
Sr. Automation Specialist	\$ 163 - \$ 183
Sr. Automation Technician	\$ 126 - \$ 141
Sr. CAD Tech	\$ 90 - \$ 110
Sr. Construction Manager	\$ 180 - \$ 200
Sr. Consultant / Principal-in-Charge	\$ 176 - \$ 260
Sr. Land Surveyor	\$ 171 - \$ 205
Sr. Landscape Architect	\$ 153 - \$ 170
Sr. Principal Designer	\$ 110 - \$ 162
Sr. Principal Engineer	\$ 180 - \$ 237
Sr. Project Designer	\$ 105 - \$ 139
Sr. Project Engineer	\$ 130 - \$ 165
Sr. Project Manager	\$ 190 - \$ 213
Sr. Resident Engineer	\$ 172 - \$ 198
Structures Representative	\$ 172 - \$ 182
Survey Manager / Survey Director	\$ 195 - \$ 235
Survey Technician I - VI	\$ 110 - \$ 173
Technical Writer I - IV	\$ 90 - \$ 136

Survey Crew Rates - Regular

One-Man Field	\$ 180
Two-Man Field	\$ 255
Three-Man Field	\$ 335
Two-Man - HDS	\$ 295

Survey Crew Rates - Prevailing Wage

One-Man Field	\$ 230
Two-Man Field	\$ 305
Three-Man Field	\$ 435

Electrical - Prevailing Wage

Electrician	\$ 110 - \$ 184
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CM - Prevailing Wage

BCI Construction Inspector	\$ 145
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Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request.

Other Direct Charges

Black Line Plots	\$2.00 per page
Outside Reproduction	Cost + 15%
Automation & Electrical Materials	Cost + 25% (+tax)
Subconsultant Fees	Cost + 10%

Color Plots	\$5.00 per page
Travel and Related Subsistence	Cost + 15%
Standard Mileage Rate	IRS Rate per mile
Airplane Mileage Rate	GSA Rate per mile

All of the above hourly rates include all direct labor costs and labor overhead, general and administrative expenses and profit. All direct expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours (between 6:00 p.m. and 6:00 a.m.), a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates and on or around an observed holiday, other rates may be applied. Survey Crews and Automation Field staff are billed portal to portal, and mileage charges are included in the hourly rate. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours (between 6:00 p.m. and 6:00 a.m.). The stated rates are subject to change, typically on an annual basis.



Proposal

95	Miller Hayashi Architects	DATE	August 18, 2022
CLIENT CONTACT	Laura Maman	PROJECT	Tukwila Public Works Administration Building

Dear Laura,

Please see below our proposal for providing cost consulting services for the Tukwila Public Works project. Our proposed services include preparation of one conceptual estimate and related site improvements. It is our understanding that we will be pricing all design elements with the exception being the shoreline work, those numbers will be provided to us by the designer for review and inclusion into the final estimate. Our fee does not include time spent working on significant design or scope revisions.

Provide cost consulting services at the following design stages:

- Concept/Test to Fit Estimate

2.1 Cost Estimate

The cost estimate will be based on the measurement of quantities from drawings and provided information and priced in accordance with these drawings, specifications and descriptions of the work. All sections will be estimated in detail based upon the information available.

2.2 Format

The estimates will be presented in elemental format or that determined by the project team.

2.3 Exclusions

Any design work or estimating beyond the above stated services and scope and beyond the site.

2.4 Meetings / Follow Up / Estimate Review

We have assumed for this fee proposal for (2) hour of meetings, conference calls and follow up.

2.5 Project Staffing Assignment

- Andy Cluness, Lead Estimator (20+ Years' Experience)
- Dan Cassidy, Associate Principal (30+ Years' Experience)
- Andy Cluness, Managing Partner (20+ Years' Experience)
- John Perry, Senior Estimator- QA/QC (30+ Years' Experience)

3a. Basic Services Fees

Our Fixed Fee for cost estimating is **\$7,400** for the following services:

- **Concept/Test to Fit Estimate = \$7,400 (40 Hours x \$185/Hr.)**
 - Internal Kick-Off Meetings / Report Preparation: 1 Hour
 - Building Estimating – 24 Hours
 - Review of Engineer’s Estimate- 2 Hours
 - Site Estimating – 10 Hours
 - Internal Estimating QA/QC- 1 Hour
 - Adjustments and Follow Up – 2 Hours

Direct reimbursable expenditures if appropriate will be charged in accordance with the prime agreement or Our Hourly rates for miscellaneous additional services will be billed as reimbursable at \$185/Hr. Flights and Accommodations will be billed at Cost + 10%. *We are not anticipating expenses for this project.*

5. Payment

We will invoice on completion of each phase for payment net thirty (30) days. This proposal remains open for acceptance for a period of three months after which time the writer should be consulted for verification of scope and fees.

6. Project Schedule

Based on our understanding of the current schedule that if successful in our proposal we would receive the documents on the following dates for the formal submittals of our service:

Documents to RC Cost Group
Per Schedule

Complete Cost Plan
Per Schedule

We look forward to the opportunity of working with you on this important project and if you have any questions regarding this proposal or the fee structure, please give us a call. Thank you.

Sincerely,

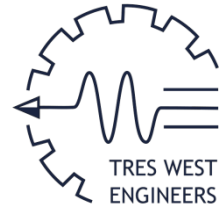
Dan Cassidy

Dan Cassidy, Associate Principal
RC Cost Group, INC.

Confirmation of Agreement:

This letter correctly sets out the scope and fees for services to be provided by RC Cost Group, Inc. for this project.

SIGNATURE OF AUTHORIZED OFFICER TITLE OF AUTHORIZED OFFICER DATE



August 17th, 2022

Laura Maman AIA
Principal
Miller-Hayashi Architects PLLC
118 N 35th Street, Suite 200
Seattle, WA 98103
lauramaman@millerhayashi.com
O 206.634.0177
C 248.514.8499

**RE: CITY OF TUKWILA PUBLIC WORKS ADMINISTRATION BUILDING – ELECTRICAL
ENGINEERING FEE PROPOSAL**

Laura:

We are pleased to offer a fee proposal for the Tukwila Public Works - Administration Building project to be located at 11231 E. Marginal Way South in Tukwila WA.

We understand that this will require a predesign feasibility study at the “test to fit” design level with electrical design narratives, cost opinions, meetings and site visits. A summary of our proposed engineering services is listed below.

Provide Electrical engineering documents

- Coordination with Tukwila Public Works for specific design requirements and concerns.
- Site visit to review existing condition of the electrical site and identify code compliance issues, identify new services to support the new Administration Building.
- Review of existing site utility as build documentation.
- Provide initial report of findings, with recommendations, cost opinions for the electrical of systems identified.
- Provide electrical site plan identifying electrical services and recommended new utility services to building
- Meeting with stakeholders to go over report (via phone conference.)
- Modify report, drawing and cost opinion as required after meeting with stakeholders.
- Provide final report, drawing and cost opinion.

Exclusions:

- Electrical Permit drawings.
- PE stamped documents

- Complete Design documents
- Additional Meetings/site visits not specifically listed herein

Assumptions:

- Electrical as build drawings will be provided to TWE.
- Site assessment will be over a 1-day period.
- Current electrical energy bills or electrical demand usage will be provided to TWE.
- Meetings/Site Visits:
 - 4 – Design review meetings (Virtual)
 - 1 - Site Visits
- Project Standards: We understand that the project may be subject to the following standards. We are able to design to the following standards.
 - 2018 International Building and Energy Code cycles
 - 2020 NEC Code
 - 2018 Washington State Energy Code

Electrical Engineering Services: **\$12,250**

Diverse Business Plan: Tres West Engineers, Inc. is a Certified Registered Diverse Business including but not limited to the following certifications: DBE, MWBE, SCS, UDBE

Payment: Project will be billed monthly on a percentage complete basis. Payments are due within 30 days of invoice date.

Hourly rates: Project design is fixed fee lump sum as listed above.

Insurance: Our firm carries \$2million/\$4million aggregate in E&O insurance.

Proposal is good for 90 days

We appreciate the opportunity to be of service and look forward working with you. Please do not hesitate to call if you have any questions.

Sincerely yours,

Approved By:



_____ Signature

_____ Print

_____ Date

Sean J. Roy LC, LEED® AP
Principal



Seattle	1011 Western Avenue, Suite 810 Seattle, WA 98104 206.292.5076
Tacoma	1250 Pacific Avenue, Suite 701 Tacoma, WA 98402 253.383.2797
Portland	101 SW Main Street, Suite 280 Portland, OR 97204 503.232.3746

www.pcs-structural.com

August 12, 2022

Miller Hayashi
118 N 35th Street #200
Seattle, Washington 98103

ATTN: Laura Maman AIA, LEED AP BD+C

RE: *Tukwila Public Works Administration Building
Proposal for Structural Engineering Services – Test Fit Concept Design*

Dear Laura:

Thank you for this opportunity to propose our Structural Engineering services for the Tukwila Public Works Administration Building Concept Design.

SCOPE OF SERVICES

Our scope of services and resulting fees are based on information provided by you via phone and several emails describing a new Public Works Administration building with accessory covered parking structures and a potential renovation to the high bay garage.

We will provide a foundation concept design to outline assumptions for the new construction of the administration building and any covered fleet parking. Coordination with the project geotechnical engineer is anticipated and recommended to best serve the project. We will also provide a structural conceptual evaluation of the recently renovated existing building on site for potential re-use. Existing structural drawings may not be available for the project. It is anticipated that a seismic evaluation was recently performed on the building as part of the renovation and may be used. Test-to-fit concept design for the new construction which includes partial or full demolition of the existing high-bay garage and new construction.

Our deliverable includes marked up conceptual sketches showing one potential foundation design for the new construction and a structural narrative. Future design and construction phase services may be provided upon request as required for an additional fee.

Our scope of services does not include as-built review of existing conditions.

Completion of the Concept Design phase is proposed to conclude around August 2022. Our fee includes (1) design site visit to the site and up to (4) meetings to discuss the project.

Miller Hayashi
ATTN: Laura Maman AIA, LEED AP BD+C
RE: Tukwila Public Works Administration Building – Test Fit Concept Design

FEES

Our fee proposal for the Structural Engineering services on the above-referenced project is as follows:

- Test Fit Concept Design – incl. foundation concept and narrative \$5,500

Billing will be on a percentage of completion basis. The fee amount may be modified only with prior written approval if the scope of services is changed.

Thank you for this opportunity to be of continued service. If there are any questions regarding this proposal, please feel free to call. We look forward to hearing from you.

Very truly yours,

PCS STRUCTURAL SOLUTIONS



Alex Legé, S.E.
Associate Principal

ACL

Accepted by:

Signature Date

Printed Name/Title

Billing Address:

Phone: _____ Fax: _____