



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: **February 3, 2023**
 SUBJECT: **Sewer Lift Station 5 Rebuild - Design Contract**
Project No. 92340201
Consultant Selection and Agreement

ISSUE

Approve the consultant selection and agreement with PACE Engineers, Inc. for the design of the Sewer Lift Station 5 Rebuild Project.

BACKGROUND

Sewer Lift Station 5 is located near the I-405 ramps at Interurban Ave S, along Fort Dent Way. The sewer lift station was originally constructed in 1980 and later updated in 2000. No significant improvements have taken place since. The pumps, fittings, and electrical components have neared their useful life and have resulted in an increased need for maintenance. The existing pumps are obsolete, and the electrical components will need to be brought up to code to prevent unsafe access by City staff. Rebuilding Sewer Lift Station 5 will reduce maintenance costs and reduce the risk of failure.

DISCUSSION

The City contacted four qualified consultants with a request for proposal for the Sewer Lift Station 5 Rebuild Project. All four consultants submitted a proposal. The review board awarded the design contract to PACE due to their familiarity with the City’s sewer system and the great work they did recently on Sewer Lift Station 2.

FINANCIAL IMPACT

The contract is for \$236,801.25. The project costs are within budget and are 100% funded by the sewer enterprise fund.

	<u>Cost Estimate</u>	<u>2023-2024 Design Budget</u>
PACE Design Contract	\$236,801.25	\$300,000.00

RECOMMENDATION

Council is being asked to approve the design contract with PACE Engineers, Inc. in the amount of \$236,801.25 for the Sewer Lift Station 5 Retrofit Project and consider this item on the Consent Agenda at the February 13, 2023 Special Council Meeting.

Attachments: 2023 CIP, Page 67
PACE Contract

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Sewer Lift Station No. 5 Rebuild

Project No. 92340201

DESCRIPTION: Rebuilding of sewer lift station 5 will reduce maintenance costs and reduce the risk of failure.

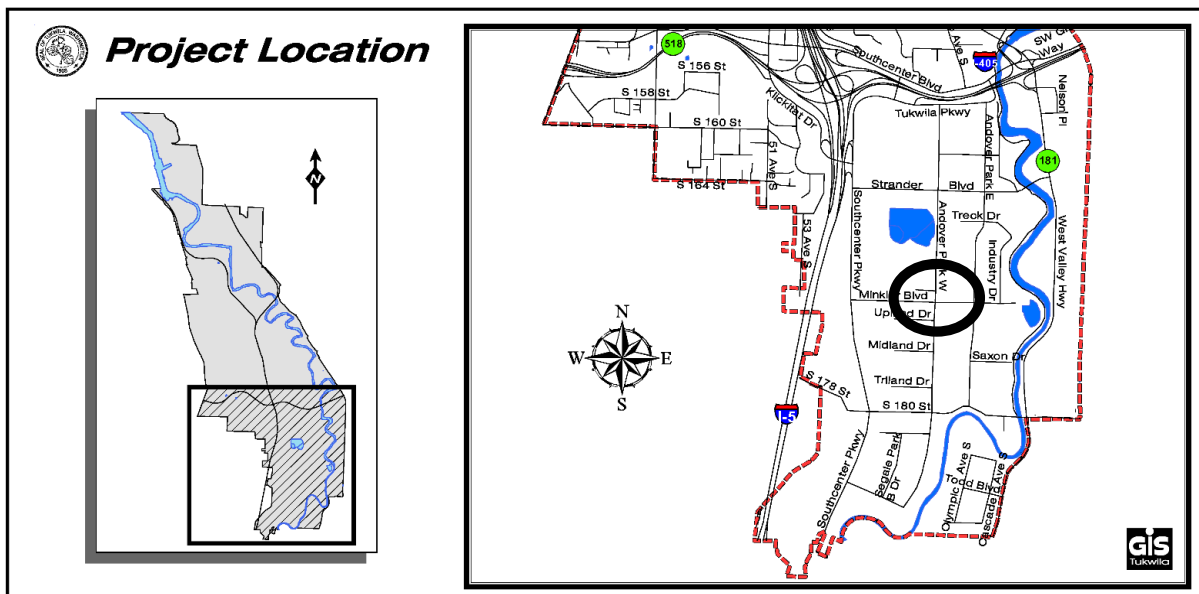
JUSTIFICATION: Aging sewer lift station requires the replacement of motors, pumps, and controls at older lift stations to reduce maintenance.

STATUS: The sewer lift station has been seeing a lot of issues with maintenance of pumps and motors. The existing panels and valves are in a confined space and will need to be moved to grade for safer access.

MAINT. IMPACT: New pumps will reduce the liability of the existing pumps that are obsolete and prone to fail.

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

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	
EXPENSES										
Design			250	50						300
Land (R/W)										0
Const. Mgmt.			50	200						250
Construction			1,000	1,000						2,000
TOTAL EXPENSES	0	0	1,300	1,250	0	0	0	0	0	2,550
FUND SOURCES										
Awarded Grant										0
Proposed Bond/ULID										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	1,300	1,250	0	0	0	0		2,550
TOTAL SOURCES	0	0	1,300	1,250	0	0	0	0	0	2,550





PROFESSIONAL SERVICES AGREEMENT

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

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and PACE Engineers, 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 services in connection with the project titled Sewer Lift Station No. 5 Rebuild.
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, 2024, 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, 2024 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 \$236,801.25 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:

PACE Engineers
11255 Kirkland Way #300
Kirkland, WA 98033
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

PACE Engineers:

Allan Ekberg, Mayor

By: _____

Printed Name: Kenneth H Nilsen

ATTEST/AUTHENTICATED:

Title: President

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Scope of Services
Professional Civil Engineering Services
Lift Station No. 5 Design Retrofit
June 1, 2022

Project Understanding

The City of Tukwila would like to retrofit the existing sanitary sewer Lift Station No. 5. The existing lift station is a wet/drywell station that is reaching its useful life. Due to the fact that the existing wetwell does not have sufficient space to allow for electrical upgrades that will meet current regulatory requirements, the City would like to abandon the existing drywell and construct an above ground electrical shelter with new electrical controls, construct a new meter vault and install new submersible pumps, rehab the existing wet well and install miscellaneous site improvements.

Scope of Work

A detailed proposal consisting of fourteen (14) tasks follows. This proposal includes necessary civil, structural, survey, electrical and geotechnical services through the design phase of this project. A separate scope of work and budget for construction administration will be prepared prior to bidding the work and will be based on the City's needs.

PACE will be the prime consultant for the entire Scope of Work and will oversee and administer all work on the project. PACE will complete all civil, survey and permitting services in-house and will subcontract with Follett Engineering for electrical engineering and AESI for geotechnical evaluations. Quality Coating Inspections and Consulting will also be utilized in the preparation of coating specifications for the Lift Station wet well upgrade and for inspection of coating applications during the construction phase.

Task 1 –Project Management

PACE will provide administration and coordination of the project. The following items are included in this task:

1. Attend coordination meetings with the City. It is anticipated that up to 4 meetings will be held. Major design review meetings will be held in-person with other review meetings to be done via Teams. The following major review meetings are anticipated:
 - a. Schematic Design Review
 - b. 30% Design Development Review
 - c. 60% Design Development Review
 - d. 90% Design Development Review
2. Conduct one field reconnaissance of site with the design team and City staff.
3. Review existing information provided by the City – as-builts, maintenance records, etc.
4. Coordination with subconsultants.
5. In-house project administration, scheduling, and direction of design team staff.
6. Preparation of monthly progress reports.

Task 2 – Topographic Survey

PACE will provide a topographic and boundary map showing all locatable utilities and surface conditions, environmental constraints and other relevant items at the following locations:

The following items are included in this task:

1. Research and confirm primary control points for use on the project.
2. Establish horizontal and vertical control work points along the route.
3. Survey the corridor locating surface improvements, type of material and changes in elevation.
4. All identifiable underground utilities will be surveyed, based on surface indications, radio frequency locating and readily available maps from the service provider.
5. The rights of way and adjoining properties will be calculated from record information and recovered monuments.
6. The survey / base map will be prepared in AutoCAD at a scale of 1" = 20', showing the rights of way and lot lines, two-foot contours, and surveyed features. Other features from City GIS data (sensitive areas, setbacks, etc. will may be included to augment the survey).

PACE will provide the City with an AutoCad drawing and pdf of the basemap.

Task 3 - Geotechnical Evaluation

AESI will provide a geotechnical evaluation of the LS No. 5 site. This evaluation will include one soil boring 12-feet deep in the vicinity of the new meter vault and prepare a geotechnical design memorandum (See the attached Scope of Work from AESI for more details on the geotechnical evaluation)

Task 4 - Easement Preparation and Acquisition

It is assumed that the project will not require any permanent or temporary construction easements. If that is not the case any required work will be on a time and expense basis.

Task 5 – Public Involvement

PACE will provide support to the City for the public involvement process. This includes preparing information for and attending one community meeting. The community meeting will be for the businesses in the project vicinity. The City will be responsible for setting up the meeting time and location and notifying the businesses. PACE will prepare a written summary of the community meeting. Additional public involvement may be required for the SEPA process and is included in Task 10.

Task 6 – Conceptual Design

Based on the site survey, PACE will prepare up to 3-conceptual alternatives for LS No. 5 for City review and comment. Specific items requested by the City include:

- Replace the two existing vertical turbine pumps from the drywell, with two submersible pumps located within the wetwell
- Painting of the wet well
- A new electrical control and instrumentation building
- Additional site lighting

- Potential relocation of the existing generator based on the site layout
- Replace the existing lawn within the median with a hard surface that does not require frequent maintenance
- Paint the curb around the median (it is assumed it can be retained). The City will provide covers over the existing bollards
- Remove the irrigation meter and upsize the second water meter to a 2-inch meter for greater capacity. This may require a new PRV and backflow preventor
- Evaluate the antenna for the telemetry
- Replace the existing flow meter within a new vault, preferably outside of the travel lane if possible.
- Install a new yard hydrant for washdown of the facility

Task 7 – Schematic Design (30 % design)

Based on the City's selection of the preferred layout based on the conceptual designs, PACE will prepare a schematic design of the proposed improvements for the lift station retrofit. PACE will also prepare an estimate of probable construction costs for City review and comment. This work includes:

1. Schematic layout of the new meter vault
2. Schematic retrofit of the existing wet well
3. Schematic layout of the new electrical control shelter
4. Schematic layout of proposed improvements
5. Prepare budget-level construction cost estimate.

Task 8 – Design Development Plans (60% Plans, Specifications and Estimates)

Based on City comments on the Schematic Design, PACE will prepare Design Development Plans (60%) of the improvements. We will also prepare an outline of the specifications and prepare an estimate of probable construction costs for City review and comment. This work includes:

1. Recommendations for bypassing the flow during construction.
2. Design of the new meter vault
3. Design of the new wet well retrofit
4. Design of the electrical control shelter
5. Design of the site improvements discussed in Task 6
6. Outline of the proposed specifications using APWA/WSDOT format.
7. Prepare budget-level construction cost estimate.

Task 9– Electrical Plans/Telemetry and Specifications

Follett Engineering will evaluate the project and will provide plans and specifications for site power needs as well as the required communications and controls for Lift Station No .5. It is assumed that we will utilize the existing generator. Specific items are as follows:

Electrical Pre-Design

Follett Engineering will prepare the following electrical design and evaluation:

- Determine/confirm the adequacy of the existing generator for the new submersible pump design
- Work closely with City for design and installation of Calvert Technical Services controls.
- Prepare preliminary electrical drawings.
- Prepare a preliminary construction cost estimate of the above items.
- Summarize the above items in a Technical Memorandum.

Final Electrical Design

Follett Engineering will prepare the final electrical design and appurtenances based upon review comments from the City. The final electrical design includes the demolition of all electrical and I&C equipment and replacement with all new electrical equipment including the motor control center and ATS and all new controls and instrumentation and provide a Technical Memorandum outlining the various options including costs to the City for their review and approval of the recommended alternative. Follett Engineering will prepare construction level plans and specifications based upon City review comments.

Task 10 - SEPA

PACE will prepare a SEPA checklist for the proposed work. It is assumed that the City will act as its own lead agency and will issue the Determination. It is assumed that the City will mail and post the SEPA documents in accordance with SEPA requirements. PACE will assist the City with a public hearing to solicit comment on the SEPA determination if required.

Task 11 – Permitting

PACE will coordinate with the required permitting agencies and prepare all necessary permit applications. This task will be initiated early in the design process, based on the 60% Design Development plans. It is assumed that the City of Tukwila Park Right-of-Way Use Permit will be the only permit required for this project.

We assume that all permit fees to be paid directly by the City.

Task 12- Construction Document Development (100% Plans, specifications and estimates)

PACE will provide construction level documents based upon City comments from the Design Development (60% plan review). At this stage we will also have developed fairly complete project specifications. We will utilize contract documents and general provisions from past City projects and will create specific technical specifications as needed. We anticipate the project will bid as one schedule and that the bid documents will be based on the most recent Washington State Department of Transportation “Standard Specifications for Road, Bridge and Municipal Construction”, It is assumed that based on the City’s review of these documents there will be one set of revisions to get the documents “Bid-Ready”

Task 13 - QA (Quality Assurance)

In order to assure that the final plans and specifications are complete, accurate and appropriate, PACE will conduct a Quality Assurance review of the documents prior to each submittal to the City. The review will consist of a complete sheet-by-sheet and contract document review to assure the City that the documents meet the “standard level of care” of our industry.

Task 14 – Management Reserve Fund

If directed by the City, PACE will provide services needed to assist the City with tasks related to this project that were not specifically addressed in this scope of work. When requested by the City, PACE will provide a scope and budget for the task identified by the City. PACE will not proceed with the task until written authorization has been provided by the City.

Task 15 - Construction Services

This task includes management of the project during the bidding and construction period. We have not included a budget herein for construction services; however, PACE is available to provide construction services as needed. PACE will prepare a construction administration proposal following completion of design and once the City's needs are known. Some of the services that could be provided under this task include the following:

1. Bid the project through a bidding service such as Builders Exchange.
2. Answer questions during the bidding period.
3. Issue addenda as necessary.
4. Attend a pre-bid meeting as required.
5. Attend the bid opening.
6. Conduct reference checks of the low bidder and prepare recommendation of award.
7. Attend and direct the pre-construction conference and provide meeting minutes to all attendees.
8. Review material submittals for compliance with contract documents.
9. Provide construction staking for the improvements.
10. Review, approve and prepare contract pay estimates.
11. Prepare change orders as necessary, including all documentation and coordination with the contractor.
12. Attend and conduct construction meetings as required and prepare and distribute meeting notes.
13. Monitor construction to determine contractor compliance and prepare all letters and documentation regarding same. We assume that the City would provide an inspector for the project and PACE staff would visit the site as necessary.
14. Address construction questions as they arise.
15. Prepare punch lists and conduct final inspection, and prepare recommendation of project acceptance.
16. Prepare As-Built drawings.

PROJECT COSTS

The costs associated with the above described work are shown on the attached spreadsheet.