



INFORMATIONAL MEMORANDUM

TO: **Transportation Infrastructure Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 BY: **Adib Altallal, Utilities Engineer**
 CC: **Mayor Allan Ekberg**
 DATE: **July 14, 2023**
 SUBJECT: **Water Fund – Water Reservoir Site Feasibility Study**
Project No. 91240102
Consultant Selection and Agreement

ISSUE

Approve the consultant selection and agreement with Carollo Engineers for the feasibility study of the Water Reservoir Site Feasibility Study Project.

BACKGROUND

During the City of Tukwila's 2015 Water Comprehensive Plan, the consultant identified that the continued growth within the City no longer meets the Department of Health's water storage requirements. As a result, the Water Reservoir and Pump Station was included in the Capital Improvement Program. During the most recent Water Comprehensive Plan update, the City's water storage deficiencies were highlighted again. Further development throughout the City and especially in the Ryan Hill and Tukwila South areas are likely to be hindered or completely halted due to these water storage deficiencies.

Old Fire Station 52 has been identified as a possible future site of the reservoir. The construction of a new reservoir at the site would save the City's General Fund money by taking over the responsibilities of the demolition and mitigation of the building. Further, the project would greatly improve the condition of Hazelnut Park by expanding the area and adding recreational items for the residents' use. Staff most recently discussed this option with Council at the April 17th Transportation and Infrastructure Services Committee meeting and the subsequent April 24th Committee of the Whole.

ANALYSIS

At the April 24th Committee of the Whole meeting, Council gave consensus to move forward with the feasibility study. Three consultants were contacted and all three submitted proposals to do the feasibility study. Carollo was selected due to their familiarity with the City's system and previous work on the Comprehensive Plan.

FINANCIAL IMPACT

The contract is for \$153,190.00. The project costs are within budget and are 100% funded by the water enterprise fund.

	<u>Cost Estimate</u>	<u>2023-2024 Budget</u>
Carollo Feasibility Contract	\$153,190.00	\$750,000.00

RECOMMENDATION

Council is being asked to approve the feasibility contract with Carollo Engineers in the amount of \$153,190.00 for the Water Reservoir Site Feasibility Study Project and consider this item on the Consent Agenda at the July 24, 2023, Special Meeting.

Attachments: 2023 CIP, Page 56
Draft Contract & Scope

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Water Reservoir and Pump Station

Project No. 91240102

DESCRIPTION: Design and construct a new 2.5 MG water reservoir with a pump station.

JUSTIFICATION: The Department of Health is requiring the City provide additional water storage. A pump station is needed for fire flow.

STATUS: Design funds will be used to update and expand the siting study Carollo completed in 2014 and updated in 2021.

MAINT. IMPACT: Additional staff will be needed to provide maintenance for the new reservoir and pumps.

COMMENT:

FINANCIAL (in \$000's)	Through		Estimated								TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND		
EXPENSES											
Design	7					500	500			1,007	
Land (R/W)				750	1,000					1,750	
Const. Mgmt.						500	500			1,000	
Construction						2,000	3,600		7,000	12,600	
TOTAL EXPENSES	7	0	0	750	1,000	3,000	4,600	0	7,000	16,357	
FUND SOURCES											
Awarded Grant										0	
Proposed Grant							1,000			1,000	
Bond				750	1,000	3,000	3,600			8,350	
Mitigation Expected										0	
Utility Revenue	7	0	0	0	0	0	0	0	7,000	7,007	
TOTAL SOURCES	7	0	0	750	1,000	3,000	4,600	0	7,000	16,357	

Location to be determined.



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 Carollo 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 feasibility and design services in connection with the project titled Tukwila Reservoir Feasibility Study.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 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 \$153,190.00 without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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:

Carollo Engineers
1200 Fifth Avenue #900
Seattle, WA 98101
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

CAROLLO ENGINEERS:

Allan Ekberg, Mayor

By: _____

Printed Name: _____

ATTEST/AUTHENTICATED:

Title: _____

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney



June 13, 2023

Mr. Adib Altallal
City of Tukwila
6300 Southcenter Boulevard, #200
Tukwila, WA 98188

Subject: Proposal for Professional Engineering Services for the
City of Tukwila Hazelnut Park Reservoir Feasibility Project

Dear Mr. Altallal:

Carollo Engineers Inc. (Consultant) is pleased to submit this proposal to provide Professional Engineering Services for the feasibility study of a new reservoir to potentially be located at 14475 59th Avenue South, Tukwila, WA 98168 (site). The City of Tukwila (City) is considering a proposed 2.5 million-gallon storage reservoir and an accompanying pump station at the site. The proposed reservoir design will evaluate both a partially above ground and a fully below ground design options.

In March 2023, Consultant provided a high-level siting study, which showed this site could be a potential location. This feasibility study will take a closer look into the site and provide recommendations before the City moves forward with this location for the new reservoir and pump station. The scope of work will also include a summarized report designed to communicate to City Management the alternatives considered and the recommendations for moving forward with the project.

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

1.1 – Project Kick-Off Meeting

Prior to beginning work, Consultant will coordinate and participate in a project kick-off meeting with the City to discuss the finalized scope of work, the schedule, the roles and responsibilities, communication protocol, coordination activities between City staff, and other related items.

1.2 – Progress Meetings

Consultant will attend monthly progress meetings with the City. We anticipate attending a total of three (3) coordination review and progress meetings during this project.

Consultant will prepare and distribute meeting agendas prior to each meeting. Consultant will also prepare and distribute meeting minutes within five (5) days after each meeting.

All monthly progress meetings will be held remotely on Microsoft Teams.

1.3 – Project Management

This task includes the management responsibilities associated with proper scheduling, budget control, invoice preparation and coordination with the City. Consultant's project manager will review the status of budget, schedule and relevant project issues on a monthly basis. Monthly status updates will be used to confirm work

progress, identify critical information needs, and where appropriate alert the City to any potential issues which may impact the project scope, schedule or budget. Critical needs can also be discussed through a telephone conference call. These monthly project status updates will be supplemented on an as needed basis with monthly project status reports that will be prepared and distributed along with Consultant's invoices.

1.4 – Technical Review and QA/QC

Consultant will provide quality assurance and quality control (QA/QC) reviews through the course of the project consistent with City's expectations. Consultant and its quality management procedures establish and maintain a structure for providing reviews of all work products and adherence to industry design standards.

All work product deliverables, including detailed checking of work by in-house staff, will be reviewed prior to submittal to the City. Technical reviews will include reviews for code compliance, safety, operability, constructability, and clarity.

- The Consultant will develop and maintain:
 - Develop and maintain a Decision Log to record key decisions made by the City and others during the project to document the evolution of the design.
- Develop and maintain an Action Log to record action items required by the City and Consultant.
- Manage Record of Comments to track City review comments and Consultant's responses for all project deliverables.
- Deliverables:
- Deliverables for Task 1 will include:
 1. Action and Decision Log.
 2. Record of Comments Log.

TASK 2 – FIELD INVESTIGATIONS

2.1 – Boundary and Topographic Survey

Consultant will conduct a boundary and topographic survey of the site and provide a base map to the extent required for the design of the new facilities and interconnections with the existing facilities. The survey limits will cover the project site and street frontage out to the centerline. Mapping will include 1-foot contours and will reference NAD 83 for horizontal control and NAVD 88 for vertical datum. All surface features will be shown and identified, including trees, fences, above-ground piping, and structures. Utility locating will be completed by a private locate firm contracted directly with the surveying subconsultant. Where vaults, manholes, or valve cans can be accessed, the survey will include depths of existing underground utilities. Property boundaries will be determined from existing street monuments, found property corners and recorded plats and surveys.

2.2 – Geotechnical Investigations

Consultant will conduct a desktop-level characterization of the subsurface conditions of the site. A geotechnical engineering feasibility memorandum shall include the following findings and recommendations.

- Review of available geologic maps, reports, and other relevant data sources to identify potential geotechnical constraints such as groundwater, loose/soft surface soil, existing fill, compressible soil, expansive soil, liquefiable soil, and lateral spreading.
- Desktop review of geological and seismic hazards in the general project area, including the potential for liquefaction, lateral spreading, and qualitative estimated seismically induced settlement.
- Develop initial conceptual model of geotechnical constraints, geological hazards and approximate depth to groundwater.
- Suitability of site for the proposed improvements.

Consultant will also plan and conduct a subsurface exploration program consisting of one (1) drilled soil boring within subject property. The geotechnical boring will be drilled using a limited access track-mounted drilling rig equipped with hollow stem augur drilling equipment to a maximum depth of 35 feet below ground surface or practical refusal, whichever reached earlier. This task will include marking the boring location, submitting public one-call utility notifications, and subcontracting with a private locating service to clear the explorations prior to drilling.

Consultant will prepare a Geotechnical Work Plan Memoranda for the proposed fieldwork. The work plan will be submitted to the City for review and approval. The work plan will detail the type, location, and extent of proposed field exploration along with logistics necessary to perform the work. Consultant assumes the required permits or rights of entries will be provided at no cost.

- Consultant will observe drilling, log soils, and collect samples. Samples collected will be submitted for laboratory testing.
- Consultant will perform engineering analyses to develop conclusions and recommendations for temporary excavation support, construction dewatering, and trenching and backfilling.
- Consultant will summarize the results of the studies, explorations, analyses, conclusions, and recommendations in a draft geotechnical engineering feasibility memorandum. The memorandum will include the results of the desktop study and subsurface explorations, exploration logs, figures showing the exploration locations, laboratory results, and geotechnical engineering conclusions and recommendations.
- Consultant will provide written responses to all review comments. The written responses will be provided in the form of emails to the design team. Consultant will prepare a final geotechnical engineering feasibility memorandum once review comments are provided.
- Deliverables:
 - Deliverables for Task 2 will include:
 1. Topographic survey base maps in CAD.
 2. Draft and Final Geotechnical Engineering Feasibility Memorandum.
 3. Geotechnical Work Plan Memoranda.

TASK 3 – PREPARE ALTERNATIVES AND SITE LAYOUTS

3.1 – Attend Site Visits

Consultant will conduct site visits to gather information that may be required. For fee estimating purposes, we have assumed two (2) half-day site visits will be performed.

3.2 – Identify Feasibility Criteria

Consultant will identify feasibility parameters and provide discussion and recommendations to inform the development of the site layouts in Task 3.2. These parameters may include:

- Shoring
- Constructability
- Hydraulics
- Reservoir depth
- Code change
- Noise limit
- Construction costs

3.3 – Prepare Preliminary Site Layouts

Consultant will use the survey information prepared under Task 2 – Surveying to develop site layouts. A list of unconfirmed utilities and those not found on the plans will be created. This list could later be utilized for potential potholing locations during the design phase.

Consultant will prepare three (3) separate site layouts for three proposed reservoir types. These will include layouts for a rectangular cast-in-place reservoir, a circular pre-stressed concrete reservoir, and a steel tank reservoir. Each site layout will also include the building size and location of the proposed pump station. The features from the topographic survey will be included in the layouts. The site layouts will be submitted to the City for review.

3.4 – Planning-level Cost Assumptions

Carollo will develop preliminary opinions of probable construction cost for all (3) separate site layouts. Association for the Advancement of Cost Engineering) AACE Level 4 will be developed.

3.5 – Hydraulic Verification

Consultant will use the City's hydraulic model developed as part of the latest Water System Plan to confirm hydraulics for all three (3) separate site layouts. Pressures, velocities, fire flows, and tank turnaround will be checked with the hydraulic model. This may help optimize the size of the reservoir pump stations.

3.6– Comparison and Ranking of Alternatives

Consultant will compare and rank the reservoir alternatives including the feasibility of rectangular cast-in-place reservoir, circular pre-stressed concrete reservoir, and steel tank reservoir options. The ranking will also consider

the feasibility of construction within the available area, and construction duration. Consultant will submit the comparison and ranking of alternatives to the City for review in the Feasibility Study Report.

Deliverables:

Deliverables for Task 3 will include:

1. Preliminary Site Layouts

TASK 4 – FEASIBILITY STUDY REPORT

4.1 – Prepare Draft and Final Feasibility Study Report

Consultant will prepare a Feasibility Study for the Reservoir Facility. Consultant will present the three reservoir layout options and make a recommendation for the most appropriate options based on input from the City on their goals, objectives, and budgetary restraints. The new reservoir will require optimizing storage volume, hydraulic operability, the existing surface area, and capital expenditures. As a minimum, the Feasibility Study Report will cover the following sections:

- Section 1: Introduction / Project Overview.
- Section 2: Field Investigations / Utility Research.
- Section 3: Design Criteria.
- Section 4: Reservoir Sizing, Layouts, and Piping.
- Section 5: Pump Station Criteria.
- Section 6: Planning Level Environmental Permitting Assessment.
- Section 7: Construction Cost Estimates.
- Section 8: Design and Construction Schedules.
- Section 9: Conclusions and Recommendations.

4.2 – Comments Review Meeting

Consultant will attend virtual meeting(s) with City staff to discuss and review comments on the draft Feasibility Study Report.

Deliverables:

Deliverables for Task 4 will include:

1. No hardcopies of the report.
2. One electronic copy of the draft and final report in original Microsoft Word format.
3. One electronic copy of the draft and final report in PDF format.
4. Original copy of all calculations, cost estimates and other documents.
5. Electronic copy of the site preliminary layouts in PDF format.

BUDGET ESTIMATE

Consultant's estimated budget is presented in Attachment A in the following pages. Consultant proposes to perform the above-described scope of services on a time and material and *Not-To-Exceed Fee of XXXXX*.

ASSUMPTIONS

Consultant has identified the following items as a basis in preparing this amendment and fee estimate.

- Carollo Engineers and its subconsultants will be referred to as "Consultant" in this document.
- The City of Tukwila, Washington and its staff will be referred to as "City" in this document.
- All deliverables are provided in electronic PDF format, unless otherwise indicated. Final deliverables will be "wet" signed and/or digitally signed in accordance with the Washington Administrative Code (WAC).
- Consultant shall complete the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Washington.
- The City shall furnish the Consultant available studies, reports and other data pertinent to the Consultant's services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; furnish to the Consultant services of others required for the performance of the Consultant's services hereunder, and the Consultant shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Consultant's services under this Agreement.
- Opinions of probable costs will be based on the level of project definition and expected accuracy range as defined by the American Association of Cost Engineers (AACE) International.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates.
- The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services hereunder.
- City review comments for deliverables will be received and noted in the original file (e.g., Bluebeam, Word, etc.). Consultant will respond to City review comments in same original file. The original file including City comments and Consultant responses will serve as the Record of Comment for each deliverable.
- Hour durations for meetings, workshops, and site visits in this Scope of Services are based on estimated time on-site. Allowances for travel time, as appropriate, are accounted for in the budget in Exhibit B.
- All meetings and workshops will be held remotely through Microsoft Teams or a similar video-conferencing platform, unless specifically specified.
- The City will provide the Consultant with all available past geotechnical reports in the vicinity of the Project.

- The Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Consultant's subconsultants, that impact project completion and/or success.
- The services to be performed by the Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder.
- No potholing is anticipated for this project.
- Geotechnical boring conducted through pavement will be patched with rapid-setting concrete. No saw cuts and hot mix asphalt patches will be required.
- All required rights of entry or permits will be provided by the others at no cost to the Consultant.
- Soil samples will be collected from the borings using the Standard Penetration Test at intervals of 2.5 feet.
- All non-contaminated drilling spoils and related debris will be drummed on-site and transported off-site for disposal by the drilling subcontractor, unless otherwise mutually agreed upon. If suspected contaminated soils are encountered, the Consultant design team and the County will be notified, and the suspect contaminated soils and decon water will be properly contained on-site (i.e., drummed) for disposal pending laboratory analytical results. The on-site location for storage of suspect materials will be provided by the City. Waste profile paperwork for disposal of suspect soils and/or decon water will be signed by a representative of the City. Estimated Subcontractor effort and IDW disposal costs are for non-hazardous wastes. If analytical results indicate hazardous wastes are present, IDW disposal may incur additional labor and subcontracting costs.
- All soil samples will be disposed after 6 months of being collected. Long-term storage of soil samples by the Subcontractor is not included.
- Drilling will be accomplished during normal daylight workdays and hours, with at least a minimum 8 hours available per day.

SCHEDULE

The schedule for performing the above tasks will take approximately eight (8) months to complete. See below for the approximate proposed schedule.

- Notice to Proceed: July 2023
- Kick off Meeting: August 2023
- Start Work: August 2023
- Finish Work: March 2024

Mr. Adib Altallal
City of Tukwila
June 13, 2023

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Sincerely,
CAROLLO ENGINEERS

Aurelie Nabonnand
Senior Planning Engineer/Associate

AN:rg



CITY OF TUKWILA
Hazelnut Park Reservoir Feasibility Project
PROJECT BUDGET

TASK / DESCRIPTION	PM	APM	QM	PE	Staff Engineer	Planning Eng.	CAD/Graphics	DP	Total Hours	Carollo Labor Cost	HWA	KPG Psomas	Sub 5% Profit	Total Sub Cost	OTHER DIRECT COSTS			TOTAL COST
	Nabonnand	Waligorski	Taylor	Thompson	Bullough	Reilly	Varies	Varies							Travel, Shipping and Printing	PECE	Total ODC	
Total Labor Rate	\$220.00	\$280.00	\$300.00	\$220.00	\$175.00	\$175.00	\$150.00	\$120.00								\$ 14.00		
Task 100 - Project Management and Quality Management	20	18	16	10	4	-	-	8	60	\$ 18,100	-	-	-	-	\$ 100	\$ 840	\$ 940	\$ 19,040
110 Kick-off Meeting	2	4		4	4				14	\$ 3,140			\$ -	\$ -	\$ 100	\$ 196	\$ 296	\$ 3,436
120 Progress Meetings	2	6		6					14	\$ 3,440			\$ -	\$ -	\$ -	\$ 196	\$ 196	\$ 3,636
130 Project Management	16	8						8	32	\$ 6,720			\$ -	\$ -	\$ -	\$ 448	\$ 448	\$ 7,168
140 Technical Review and QA/QC			16							\$ 4,800			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,800
Task 200 - Field Investigations	-	4	-	12	4	-	-	-	20	\$ 4,460	\$ 42,080	\$ 12,808	\$ 2,744	\$ 57,632	-	\$ 280	\$ 280	\$ 62,372
210 Topographic Aerial and Field Survey		2		4					6	\$ 1,440		\$ 12,808	\$ 640	\$ 13,448	\$ -	\$ 84	\$ 84	\$ 14,972
220 Geotechnical Investigations		2		8	4				14	\$ 3,020	\$ 42,080		\$ 2,104	\$ 44,184	\$ -	\$ 196	\$ 196	\$ 47,400
Task 300 - Prepare Alternatives and Site Layouts	7	22	-	48	90	16	44	-	227	\$ 43,410	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 3,178	\$ 3,478	\$ 46,888
310 Attend Site Visits		10		10	10				30	\$ 6,750			\$ -	\$ -	\$ 300	\$ 420	\$ 720	\$ 7,470
320 Identify Feasibility Criteria	2	2		6	8				18	\$ 3,720			\$ -	\$ -	\$ -	\$ 252	\$ 252	\$ 3,972
330 Prepare Preliminary Site Layouts	1	4		12	24		40		81	\$ 14,180			\$ -	\$ -	\$ -	\$ 1,134	\$ 1,134	\$ 15,314
340 Planning-level Cost Assumptions	1	2		8	24				35	\$ 6,740			\$ -	\$ -	\$ -	\$ 490	\$ 490	\$ 7,230
350 Hydraulic Verification	2					16	4		22	\$ 3,840			\$ -	\$ -	\$ -	\$ 308	\$ 308	\$ 4,148
360 Comparison and Ranking of Alternatives	1	4		12	24				41	\$ 8,180			\$ -	\$ -	\$ -	\$ 574	\$ 574	\$ 8,754
Task 400 - Feasibility Study Report	6	8	-	44	46	-	-	16	120	\$ 23,210	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,680	\$ 1,680	\$ 24,890
410 Prepare Draft and Final Feasibility Study Report	4	4		40	40			16	104	\$ 19,720	\$ -		\$ -	\$ -	\$ -	\$ 1,456	\$ 1,456	\$ 21,176
420 Comments Review Meeting	2	4		4	6				16	\$ 3,490			\$ -	\$ -	\$ -	\$ 224	\$ 224	\$ 3,714
TOTAL	33	52	16	114	144	16	44	24	427	\$ 89,180	\$ 42,080	\$ 12,808	\$ 2,744	\$ 57,632	\$ 400	\$ 5,978	\$ 6,378	\$ 153,190