



INFORMATIONAL MEMORANDUM

TO: Transportation & Infrastructure Services Committee

FROM: Hari Ponnekanti, Public Works Director/City Engineer

BY: Adib Altallal, Utilities Engineer

CC: Mayor Thomas McLeod

DATE: February 23, 2024

**SUBJECT: South 144th Street Sewer Improvements
Project No. 91240202
Design Contract Award**

ISSUE

Approve the design agreement with Gray & Osborne, Inc. for the South 144th Street Sewer Improvements Project.

BACKGROUND

During the previous sewer comprehensive plan, which was adopted in 2015, City staff identified the area as a potential landslide. The sewer main along the crest of the hill, which serves an apartment complex and several nearby homes, would be completely compromised in the event of a natural disaster. Since the identification of the issue, extra routine maintenance has occurred to minimize the potential risk.

DISCUSSION

Since identifying the potential risk associated with this sewer main in the previous comprehensive sewer plan, the sewer crew and other City staff have spent a lot of time ensuring the risk is contained in the event of a natural disaster, such as a mudslide. The extra effort has taken many individuals away from other vital components of the City's sewer system. The proposed plan to relocate the existing sewer main away from the unstable hillside would prolong the life of the system while continuing to serve everyone currently connected. The risk of future mudslides affecting the sewer main will also be significantly reduced.

FINANCIAL IMPACT

The project costs will be 100% funded by the sewer enterprise fund.

| | <u>Contract</u> | <u>Budget</u> |
|---------------------------------------|------------------------|----------------------|
| South 144th Street Sewer Improvements | \$77,300.00 | \$100,000.00 |

RECOMMENDATION

The Council is being asked to approve a design agreement for design services with Gray & Osborne, Inc. in the amount of \$77,300.00 for the South 144th Street Sewer Improvements Project and consider this item on Consent Agenda at the March 4, 2024 Regular Meeting.

ATTACHMENTS

CIP page 72
Gray & Osborne South 144th Street Sewer Improvements Contract

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Sewer Repair at 14438 59th Ave S

Project No. 91240202

DESCRIPTION: Replace existing 500 LF of 8" sewer and 2 manholes from Viewcrest Apartments at 14438 59th Ave S.

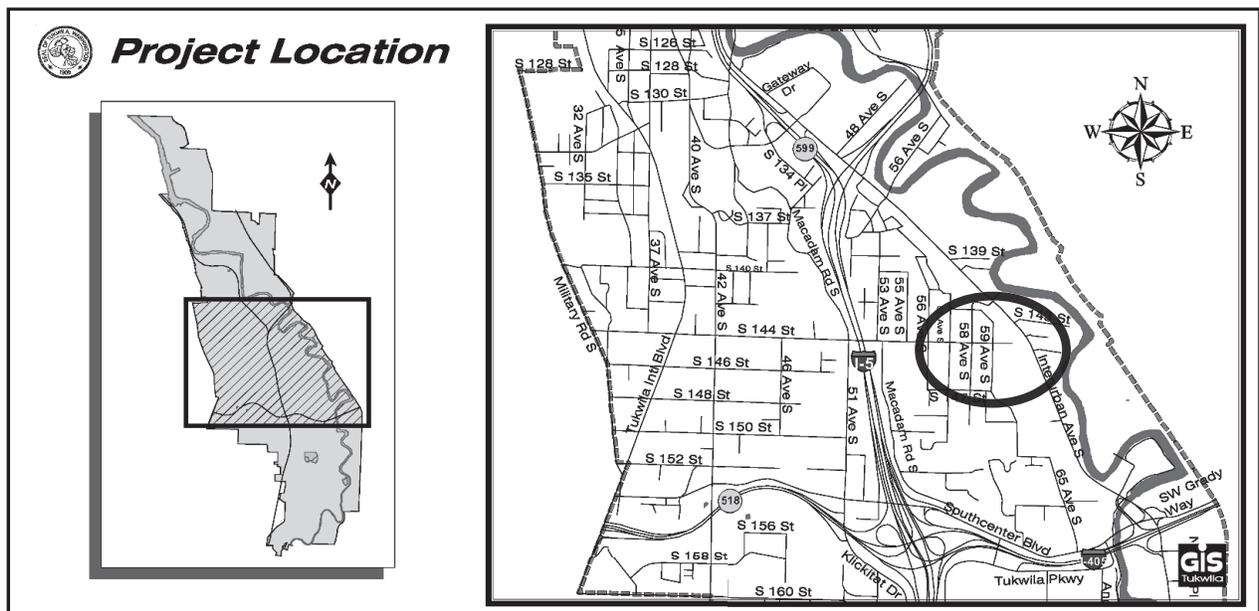
JUSTIFICATION: The existing pipe is located in an unstable hillside and not well supported.

STATUS: Staff will monitor hillside.

MAINT. IMPACT: Service to Viewcrest Apartments would be impacted if there was a landslide.

COMMENT: Hillside repair has significantly increased the cost of the project.

| FINANCIAL (in \$000's) | Through Estimated | | | | | | | | | TOTAL |
|---------------------------|-------------------|----------|----------|----------|------------|----------|----------|----------|----------|------------|
| | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | BEYOND | |
| EXPENSES | | | | | | | | | | |
| Design | | | | | 100 | | | | | 100 |
| Land (R/W) | | | | | 100 | | | | | 100 |
| Const. Mgmt. | | | | | 50 | | | | | 50 |
| Construction | | | | | 500 | | | | | 500 |
| TOTAL EXPENSES | 0 | 0 | 0 | 0 | 750 | 0 | 0 | 0 | 0 | 750 |
| FUND SOURCES | | | | | | | | | | |
| Awarded Grant | | | | | | | | | | 0 |
| Proposed Grant | | | | | | | | | | 0 |
| Mitigation Actual | | | | | | | | | | 0 |
| Mitigation Expected | | | | | | | | | | 0 |
| Utility Revenue | 0 | 0 | 0 | 0 | 750 | 0 | 0 | 0 | 0 | 750 |
| TOTAL SOURCES | 0 | 0 | 0 | 0 | 750 | 0 | 0 | 0 | 0 | 750 |





PROFESSIONAL SERVICES AGREEMENT

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

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and Gray & Osborne Inc., hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform Cost Estimating services in connection with the project titled South 144th Street Sewer Improvements.
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, 2025, 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, 2025 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 \$77,300.00 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:

Michael B. Johnson, P.E., President
Gray & Osborne, Inc.
1130 Rainier Ave S., #300 Seattle, WA 98144
18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

**** City signatures to be obtained by
City Clerk's Staff ONLY. ****

**** Consultant signature to be obtained by
sponsor staff. ****

CITY OF TUKWILA

CONSULTANT: GRAY & OSBORNE, INC.

Thomas McLeod, Mayor

By:  _____

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

ATTEST/AUTHENTICATED:

Title: President

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A
SCOPE OF WORK
CITY OF TUKWILA
SOUTH 144TH STREET SEWER IMPROVEMENTS

PROJECT UNDERSTANDING

The City of Tukwila current maintains approximately 500 LF of 8-inch gravity sewer main located along the east boarder of the property at 5911 14th Street. The sewer main is currently located in an unstable hillside and the City wants to replace and realign the sewer main out of the unstable area. The City wishes to contract with Gray & Osborne to determine a new alignment for the sewer main in a stable location, and develop Plans, Specifications, and a Cost Estimate to facilitate advertising the project for construction.

More specifically, the work will include the following.

DESIGN

Task 1 – Project Management and Oversight

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members. Services are to include the following.

- A. Procure sufficient staff resources to dedicate to the project.
- B. Prepare and execute Subconsultant Contracts.
- C. Manage Subconsultant work.
- D. Manage and control project budget and schedule.
- E. Manage and provide monthly Progress Reports and invoices.

Task 2 – Survey

Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal controls necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project. Survey services are to include the following.

- A. Right-of-Way and Easement Research – Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor’s Office) along the project corridors as required, for establishing the existing rights-of-way and easements along the project alignment. This work will include the following.
 - 1. Identify current rights-of-way along the proposed alignment.

2. Obtain Title Reports of affected properties to establish existing property legal descriptions and easements.
3. Overlay the rights-of-way and current property easements on a Plan view of the project corridor.

B. Topographic Survey

1. Establish vertical and horizontal control on the City-adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this Scope of Work.
2. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.
3. Work to support obtaining easements for project alignment.

Task 3 – Utility Data Acquisition

Acquire Record Drawings and/or as-built information from utility purveyors known to provide service in the project corridor. Services are to include the following.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.

Task 4 – Geotechnical Investigation and Report

Conduct field explorations to determine design recommendations to support the proposed sewer main improvements and asphalt reconstruction as well as establishing groundwater levels and character of subsurface material. This Task will culminate in the preparation of a Final Geotechnical Report in City-approved format. Services are to include the following.

- A. Perform a geotechnical analysis (PanGEO, Inc. – Geotechnical Subconsultant) to determine existing subsurface conditions. A total of up to 2 test borings (to 30 feet deep) will be reviewed and analyzed in and along the project corridor. The City will provide 1-CALL service.

- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for pavement and sidewalks.
- D. Report – PanGEO, Inc. (PanGEO) will prepare a Draft Report which will be submitted to the City by Gray & Osborne. The Draft Report will summarize the results of the geotechnical study and include a site map with approximate test pit locations, description of surface and subsurface conditions (soil and groundwater), existing pavement thickness, design parameters, and earthwork recommendations. Gray & Osborne will submit one copy of the Draft Report to the City for its review. Our Subconsultant, PanGEO, will revise the Draft report to address review comments provided by the City and/or Gray & Osborne. Gray & Osborne will submit three copies of the signed and stamped Final Report to the City.

Note: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this Task.

Task 5 – Easement Acquisition Support

Provide the City with support documentation to support the City in negotiating for and obtaining temporary and permanent easements. Services are to include the following.

- A. Provide conceptual Drawings as required to assist the City in obtaining temporary and permanent easements from affected Property Owners.
- B. Prepare legal descriptions and supporting exhibits to obtain temporary and permanent easements along the project alignment as required for construction.

Task 6 – 30 Percent Design

Prepare 30 Percent Design effort Drawings, sketches, diagrams, schematics, and/or renderings of the proposed sewer main alternatives for City review and use at Council workshops, staff meetings, Stakeholder meetings, and public venues. Services are to include the following.

- A. Base Map – Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

- B. Sanitary Sewer Alignment – Prepare layouts and full-size Drawings of Sewer Main Design representing a 30 Percent Design effort to include alignment, and profile illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.
- C. Quantities and Cost Estimates – Calculate bid quantities and prepare Preliminary-Level Construction Cost Estimates.
- D. Review Meeting – Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 7 – 60 Percent Design

Prepare project Drawings, Specifications, and Cost Estimates of the sewer main improvements representing a 60 Percent Design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 Percent Design effort. Services are to include the following.

- A. Plans – Prepare preliminary Construction Plans in City-approved format to include title sheet, legend, location and vicinity maps, Plan and Profile Sheets, special notes, special details, etc.
- B. Specifications (Draft) – Prepare Draft Specifications in WSDOT format referencing the *2022 Standard Specifications for Road, Bridges, and Municipal Construction*. Specifications are to include City-approved Proposal, Contract, and Bonding Documents.
- C. Quantities and Cost Estimates – Calculate bid quantities and prepare Construction Cost Estimates.
- D. Review Meeting – Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 8 – 90 Percent Design

Prepare project Drawings, Specifications, and Cost Estimates of the sewer main improvements representing a 90 Percent Design effort for City review and comment. Services are to include the following.

- A. Plans – Prepare Construction Plans in City-approved format to include title sheet, legend, location and vicinity maps, Plan and Profile Sheets, special notes, special details, etc.
- B. Specifications – Prepare project Specifications in WSDOT format referencing the *2022 Standard Specifications for Road, Bridges, and Municipal Construction*. Specifications are to include City-approved Proposal, Contract, and Bonding Documents.

- C. Quantities and Cost Estimates – Calculate bid quantities and prepare Construction Cost Estimates.
- D. Review Meeting – Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 9 – Final Design

Prepare Final Design Drawings and Specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and State guidelines where, and when applicable. Plans shall be prepared in City-approved format to include Plan and Profile Sheets and special details. Services are to include the following.

- A. Final Plans – Prepare Final Bid/Construction Plans in City-approved format to include title sheet, legend, vicinity and location map, Plan and Profile Sheets, special notes, special details, etc.
- B. Specifications – Prepare Final Specifications in WSDOT format to include Proposal, Contract, Bonding Documents, and Technical Specifications.
- C. Quantities and Cost Estimates – Prepare Final Quantity Takeoff and Construction-Level Construction Cost Estimate.

Task 10 – Quality Assurance/Quality Control

Oversee three, in-house, quality assurance/quality control (QA/QC) meetings at Gray & Osborne’s office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired). Meetings are to take place at the following levels.

- A. 30 Percent Design (defined more fully in Task 6).
- B. 60 Percent Design (defined more fully in Task 7).
- C. 90 Percent Design (defined more fully in Task 8).

Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 11 – Bid Support

Assist the City during the bid phase. Services are to include the following.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents.

1. An electronic copy of the Final Geotechnical Report (pdf).
2. An electronic copy of the Drawings at 30 Percent, 60 Percent, and 90 Percent Design effort levels (pdf).
3. An electronic copy of the project Specifications and Cost Estimate at 60 Percent and 90 Percent Design effort levels (pdf).
4. An electronic set of Final Construction Drawings (pdf).
5. An electronic set of Final Project Specifications (pdf).
6. Three half-scale 11" x 17" original and three full-scale paper copy sets of Final Construction Drawings.

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This Scope of Work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned Tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the Contract price.

1. This Scope of Work assumes that the City will provide overall coordination and approval of the project, including timely (1 week) review of all submittals.
2. This Scope of Work assumes that the City will provide Gray & Osborne with relevant capacity requirements and Record Drawings of existing sanitary sewer infrastructure along the project alignment, as may be available and/or pertinent to the project.
3. This Scope of Work assumes that the development of a SEPA Checklist is not required.

4. This Scope of Work assume the City will act as the Lead Agency on the pursuit and procurement of all necessary easements, and that Gray & Osborne will only serve to develop documentation to support the City in their efforts.
5. This Scope of Work assumes that the City will agree to appear as “Applicant” on all Permits, will function as Lead Agency for the environmental documentation process, and will pay all costs or fees associated with the various Permits that may be required.
6. This Scope of Work assumes all costs of compensation required through easement negotiations will be paid directly by the City.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Tukwila - South 144th Street Sewer Improvements

| Tasks | Principal Hours | Project Manager Hours | Project Engineer Hours | AutoCAD/ GIS Technician/ Engineer Intern Hours | Professional Land Surveyor Hours | Field Survey Hours |
|---|-----------------|-----------------------|------------------------|--|----------------------------------|--------------------|
| 1 Project Management and Oversight | | 16 | | | | |
| 2 Survey | | | 2 | 8 | 12 | 16 |
| 3 Utility Data Acquisition | | | 8 | | | |
| 4 Geotechnical Investigation and Report | | 2 | 2 | | | |
| 5 Easement Acquisition Support | | | 4 | | 8 | |
| 6 30 Percent Design | 2 | 4 | 24 | 16 | | |
| 7 60 Percent Design | 2 | 4 | 24 | 16 | | |
| 8 90 Percent Design | 2 | 4 | 24 | 16 | | |
| 9 Final Design | 2 | 4 | 16 | 12 | | |
| 10 Quality Assurance/Quality Control | 24 | 8 | 8 | | | |
| 11 Bid Support | | 2 | 4 | | | |
| Hour Estimate: | 32 | 44 | 116 | 68 | 20 | 16 |
| Estimated Fully Burdened Billing Rate:* | \$240 | \$230 | \$180 | \$170 | \$200 | \$400 |
| Fully Burdened Labor Cost: | \$7,680 | \$10,120 | \$20,880 | \$11,560 | \$4,000 | \$6,400 |

| | |
|---|------------------|
| Total Fully Burdened Labor Cost: | \$ 60,640 |
| Direct Non-Salary Cost: | |
| Mileage and Expenses (Mileage @ current IRS rate) | \$ 380 |
| Subconsultant: | |
| PanGEO, Inc. | \$ 14,800 |
| Subconsultant Overhead (10%) | \$ 1,480 |
| TOTAL ESTIMATED COST: | \$ 77,300 |

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