



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: **Lift Station No. 2 Structural Modifications Design Agreement**

ISSUE

Approve design agreement with PACE Engineers for the Lift Station No. 2 Structural Modifications Project.

BACKGROUND

In 2015, upgrades to the pumps, control panels, and force main were identified as a critical project. The project was approved for design in 2021 and construction took place in 2022. New pumps, valves, piping, and other appurtenances were installed. The upgrades have seen an improvement in reliability and a decrease in maintenance and upkeep needs.

DISCUSSION

The lift station 2 project was divided into two phases: the construction phase and the maintenance improvement phase. As construction has concluded and the maintenance and operations staff have had enough time to get used to the systems, it is time to start phase two. The maintenance access phase will view the safety of the City staff and the public as paramount. Improving access to the staff will make sure the structural integrity of the existing station remains intact, which will be the primary focus of this design contract and the subsequent construction project.

FINANCIAL IMPACT

	<u>Contract</u>	<u>Budget</u>
LS2 Structural Modifications	\$80,194.00	\$100,000.00

RECOMMENDATION

The Council is being asked to approve a design agreement for design services with PACE in the amount of \$80,194.00 for the Lift Station No. 2 Structural Modifications Project and consider this item on Consent Agenda at the March 4, 2024 Council Meeting.

ATTACHMENTS

PACE Lift Station No. 2 Structural Modifications Contract
Fee Estimate & Scope



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 Lift Station No. 2 Structural Modifications.
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 \$80,194.00 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:

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 _____, 2024.

CITY OF TUKWILA

PACE ENGINEERS:

Thomas McLeod, Mayor

By: _____

Printed Name: _____

ATTEST/AUTHENTICATED:

Title: _____

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Project Estimates should consider a 10% to 15% contingency for unknown conditions where applicable.
 Project Estimates should consider escalation for projects extending over one calendar year.

Select this column to add more

Rev. 12/15/2023

Fee Schedule:	STANDARD
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Free Form Input - Project Budgeter can define work item descriptions, expense and subconsultant as required
Defined Input - Project budgeter must use defined Labor Codes and Staff Type from Deltek FMS Project Mgmt System (Tables Attached)

PACE Engineers

Project Budget Worksheet - 2024 Standard Rates

Project Name:	Tukwila LS2 - Structural Mods	Location:	Tukwila, WA	Prepared By:	SD and PK
Project #:	P23505	Billing Group #:		Task #:	
				Date:	12/19/2023

Staff Type # (See Labor Rates Table) Staff Type Hourly Rate	Labor Code	Labor Hours by Classification										Hour Total	Dollar Total
		12	19	103	17	75	132						
		\$238	\$222	\$209	\$151	\$151	\$222						
Drawing/Task Title	Job Title	Project Manager	Sr. Structural Engineer	Structural Engineer	Engineering Staff I (Engineer I)	CAD Tech II	Tech Services Manager						
PM and coordination w/ City		6		16	8							30.0	\$5,980.00
MH / Pavement Repair		2			10	4						16.0	\$2,590.00
Review of existing conditions:													
- Record drawings				6	12							18.0	\$3,066.00
- Geotechnical information				2	6							8.0	\$1,324.00
Structural analysis:													
- floor slab analysis				16	32							48.0	\$8,176.00
- radial wall analysis				16	32							48.0	\$8,176.00
- overall buoyancy and stability				8	16							24.0	\$4,088.00
- new monorail support design				12	24							36.0	\$6,132.00
Drawings						40	8					48.0	\$7,816.00
QA/QC			32	12			4					48.0	\$10,500.00
Pick up review comments			6	4	16	16						42.0	\$7,000.00
Final submittal to the city		2	2	8	16	4						32.0	\$5,612.00
Contingency - ~15%			6	15	20	9	4					54.0	\$9,734.00
Hours Total		10.0	46.0	115.0	192.0	73.0	16.0					452.0	
Labor Total		\$2,380	\$10,212	\$24,035	\$28,992	\$11,023	\$3,552						\$80,194.00

Expenses	rate/unit	Reimbursable	
		Quantity	Cost
Postage/Courier			
Printing Costs			
Photo/Video			
Mileage/Travel/Per Diem			
Miscellaneous			
Total			

Subconsultants	
Utility Locate	
Mechanical Engineer	
Electrical Engineer	
Geotechnical Engineer	
I & C Engineer	
Subconsultant Subtotal	
Markup	15%
Total	

PACE Billed Labor Total	\$80,194.00
Reimbursable Expenses	
Subconsultants	
Total Project Budget	\$80,194.00

Scope of Services
Professional Civil Engineering Services
Lift Station No. 2 Structural Modifications
December 20, 2023

Project Understanding

The City of Tukwila would like to complete structural modifications at the existing sanitary sewer Lift Station No. 2. The existing lift station has three dry well submersible pumps located in a below grade concrete structure. The structure is split into two rooms – the control room above and the pump room below. Due to the fact that there is not sufficient access between the control room and the pump room, the City would like to modify the control room floor by expanding one existing hatch and installing one new access hatch above the pumps. The City would like to install a new monorail and trolley system to allow for lifting and removing the pumps. In addition to the structural modifications, it is understood that the City would like to repair a section of settled pavement surrounding an existing manhole adjacent to the lift station’s driveway.

Scope of Work

PACE proposes to provide the following services based on our current understanding of the project:

- Estimate code-required gravity and lateral loads based on the Washington State Building Code that takes effect March 15, 2024.
- Design modifications to the existing floor slab to accommodate one new hatch and enlarging one existing hatch.
- Determine impacts to the gravity load-carrying system of the floor slab gravity from the hatch modifications.
- Determine impacts to the exterior walls due to the reduced diaphragm stiffness of the existing floor slab.
- Verify the lift station is still heavy enough to counteract the effects of buoyancy.
- Design one monorail beam that can remove a pump or components of the pump assembly. Secondary elements of the design will include:
 - Connections between the monorail and the roof slab or exterior wall.
 - Specification of a hoist.
 - Trolley stops.
- Evaluate the configuration of the existing spiral staircase between the control room and the pump room and provide recommendation for revising the configuration if needed based on layout of the access hatches.
- Evaluate and provide recommendations for the repair of pavement and manhole located in the southbound travel lane of Andover Park W.
- Participate in one kickoff meeting and one mid-point review meeting. Kickoff meeting will be held in-person at the lift station.
- Prepare structural calculations and summarize PACE’s design in CAD-based drawings stamped by a Professional Engineer licensed in the State of Washington.

Assumptions

The above scope of work is based on the following assumptions:

- PACE will use their original design drawings and as-builts that illustrate the reinforcing steel.
- The City will provide guidance on preferred hatches and hoists.
- The as-built drawings substantially match the existing conditions.
- The existing concrete is of sound condition and does not exhibit signs of deterioration.
- The floor slab and exterior walls do not require strengthening to accommodate the new hatches.
- The roof slab does not require strengthening to accommodate the monorail beam.
- All meetings will be held virtually with the exception of the kickoff meeting to be held in-person at the lift station.

Exclusions

The following services are not included in this proposal:

- All services not explicitly delineated in the Scope of Work.
- Design of strengthening details to the slabs and walls.
- Additional site visits beyond the kickoff meeting.
- Review of existing equipment anchorage and utility supports.
- Permitting and bidding assistance.
- Services during construction.

Project Costs

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