



Public Works Department – Pete Mayer, Interim Director

## INFORMATIONAL MEMORANDUM

| TO:      | Transportation and Infrastructure Services Committee               |
|----------|--|
| FROM:    | Adib Altallal, Utilities Engineer                                  |
| CC:      | Mayor Thomas McLeod  |
| DATE:    | July 19, 2024  |
| SUBJECT: | Sewer Lift Station 5 Retrofit – Construction Management Supplement |
|          | Project No. 92340201   |
|          | Contract No. 23-019, Amendment #1                                  |

## ISSUE

Approve supplemental agreement for Contract No. 23-019 with PACE Engineers for the Sewer Lift Station 5 Retrofit project.

## BACKGROUND

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

## DISCUSSION

The Sewer Lift Station 5 design portion of the project went according to plan and was under budget and on time. We were also successful in advertising the project as the bids came in below the allocated budget. To save further money, our Capital Improvement Inspector will act as the primary inspector for the Sewer Lift Station 5 project. Due to the complex nature of lift stations, we will also need the services of specialty inspectors, such as electrical and geotechnical inspectors. We will also require the services of the project engineer from PACE if assistance is needed in interpreting the project documents.

## FINANCIAL IMPACT

The contract supplement is for \$129,476.30, which will bring the contract total to \$366,277.55 for the construction management services portion of the Sewer Lift Station 5 Retrofit project. The project costs are within budget and are 100% funded by the sewer enterprise fund.

|                     | PACE Contract | 2023-2024 Design Budget |
|---------------------|---------------|-------------------------|
| Original Contract   | \$236,801.25  | \$550,000.00            |
| Supplement Contract | <u> </u>      |                         |
| Total               | \$366,277.55  |                         |

## RECOMMENDATION

Council is being asked to approve a supplemental agreement for construction management services with PACE in the amount of \$129,476.30 for the Sewer Lift Station 5 project and consider this item on the Consent Agenda at the August 5, 2024 Regular Meeting.

Attachments: 2023 CIP, Page 67 PACE Supplemental Agreement



6200 Southcenter Boulevard, Tukwila WA 98188

City of Tukwila

## CONTRACT FOR SERVICES

## Amendment #1

## Between the City of Tukwila and PACE Engineers

That portion of Contract No. 23-019 between the City of Tukwila and PACE Engineers is hereby amended as follows:

- <u>Section 3:</u> 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.
- <u>Section 4:</u> 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 \$366,277.55 without express written modification of the Agreement signed by the City.

All other provisions of the contract shall remain in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Agreement Number:



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

CITY OF TUKWILA

PACE ENGINEERS:

Ву:\_\_\_\_

Thomas McLeod, Mayor

Printed Name: Kenneth H Nilsen

ATTEST/AUTHENTICATED:

Title: President

Andy Youn, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

City of Tukwila



6200 Southcenter Boulevard, Tukwila WA 98188

## PROFESSIONAL SERVICES AGREEMENT

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

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as "the City", and PACE Engineers, hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

- 1. **Project Designation.** The Consultant is retained by the City to perform design services in connection with the project titled Sewer Lift Station No. 5 Rebuild.
- 2. Scope of Services. The Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
- 3. Duration of Agreement; Time for Performance. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2024 unless an extension of such time is granted in writing by the City.
- 4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
  - Α. Payment for the work provided by the Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$236,801.25 without express written modification of the Agreement signed by the City.
  - The Consultant may submit vouchers to the City once per month during the progress of Β. 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.
  - Ε. 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:
    - <u>Automobile Liability</u> 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. <u>Commercial General Liability</u> 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. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.

- 4. <u>Professional Liability</u> 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. <u>Assignment</u>. 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. <u>Applicable Law; Venue; Attorney's Fees</u>. 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. <u>Severability and Survival</u>. 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 | 17th | day of | February | , 20_23 |
|------------|------|--------|----------|---------|
|            |      |        |          |         |

2/17/23

CITY OF TUKWILA

Allan Ekberg

Allan Ekberg, Mayor

PACE Engineers:

By: Know H Mican

Printed Name: Kenneth H Nilsen

ATTEST/AUTHENTICATED:

Title: \_\_\_

Signed via SeamlessDocs.com Christy O'Haherty Kayi 57b2d63a f870 4006 bo9d 18fc37b20<u>da1</u>

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Kari L. Sand

Office of the City Attorney

## EXHIBIT A

## Scope of Services Professional Civil Engineering Services Lift Station No. 5 Design Retrofit

June 1, 2022

## Project Understanding

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

## Scope of Work

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

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

## Task 1 – Project Management

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

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

## Task 2 – Topographic Survey

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

The following items are included in this task:

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

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

## Task 3 - Geotechnical Evaluation

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

## Task 4 - Easement Preparation and Acquisition

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

## Task 5 – Public Involvement

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

## Task 6 – Conceptual Design

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

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

https://tukwilawa.sharepoint.com/sites/publicworks/engineering/PW Drop Box/01 TIC Agenda/2023 Agenda Items/TIC 02-06-23/7. Lift Station No. 5 Design Contract/Scope of Work LS 5\_060122.docx

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

## Task 7 – Schematic Design (30 % design)

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

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

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

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

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

## Task 9– Electrical Plans/Telemetry and Specifications

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

## **Electrical Pre-Design**

Follett Engineering will prepare the following electrical design and evaluation:

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

## Final Electrical Design

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

## Task 10 - SEPA

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

## Task 11 – Permitting

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

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

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

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

## Task 13 - QA (Quality Assurance)

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

https://tukwilawa.sharepoint.com/sites/publicworks/engineering/PW Drop Box/01 TIC Agenda/2023 Agenda Items/TIC 02-06-23/7. Lift Station No. 5 Design Contract/Scope of Work LS 5\_060122.docx

## Task 14 – Management Reserve Fund

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

## Task 15 - Construction Services

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

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

## PROJECT COSTS

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

## **EXHIBIT B**

## PACE Engineers

Project Budget Worksheet - 2023 Washington Standard Rates

|  |               |                           |                    |                  |                     |                            |                               | 1                          |                       |                           |                    |  |                               |               |                  |                    |
|--|---------------|---------------------------|--------------------|------------------|---------------------|----------------------------|-------------------------------|----------------------------|-----------------------|---------------------------|--------------------|--|-------------------------------|---------------|------------------|--------------------|
| Project Name   |               |                           | Lift Station #5    | ÷                |                     | Location:                  |                               | Tukwila - Fort Dent        | Dent                  |                           | Prepared By:       |  |                               | KHN           |                  |                    |
| Project #:   |               |                           | Bill               | Billing Group #: |                     |                            | Task #:                       |                            |                       |                           | Date:              |  |                               | 12/20/2022    | 022              |                    |
|  |               |                           |                    |                  |                     |                            | Labor Hours by Classification | Classification             |                       |                           |                    |  |                               |               |                  |                    |
|  |               |                           |                    |                  |                     |                            |                               |                            |                       |                           |                    |  |                               |               |                  |                    |
| Staff Type # (See Labor Rates Table)                                       | Labor<br>Code | 1                         | 12                 | 33               | 14                  | 66                         | 74                            | 19                         | 41                    | 43                        | 58                 | 113  | 118                           |               |                  |                    |
| Staff Type Hourly Rate   |               | \$272                     | \$225              | \$182            | \$195               | \$195                      | \$156                         | \$210                      | \$225                 | \$210                     | \$238              | \$156  | \$142                         |               |                  |                    |
| Drawing/Task Title   | Job<br>Title  | Sr. Principal<br>Engineer | Project<br>Manager | Sr. Planner      | Project<br>Engineer | Sr. Project GIS<br>Analyst | CAD Tech III                  | Sr. Structural<br>Engineer | Principal<br>Surveyor | Survey Project<br>Manager | Two-Person<br>Crew | Survey Tech V  | Sr. Project Ad<br>ministrator | Hour<br>Total | Dollar           | Total              |
| Task 1 - Project Management  |               |                           | c                  |                  |                     |                            |                               |                            |                       |                           |                    |  | -                             | - 1           |                  | 1                  |
| Coordination Meetings (4-total)<br>Field Review/Revords Research           |               | ∞ ∩                       | ∞ ◄                |                  | Τ                   |                            |                               |                            |                       |                           |                    |  |                               | 16.0          |                  | \$3,976<br>\$7,77A |
| Team Coord incl subs/invoicing   |               | 12                        |                    |                  | -                   |                            |                               |                            |                       |                           |                    |  |                               | 20.0          |                  | \$5.064            |
| Task 2- Topographic Survey   |               |                           | ~                  |                  |                     |                            |                               |                            | 2                     | Ħ                         | 20                 | 16   |                               | 50.0          |                  | \$10,241           |
| Task 3 - Geotechnical Evaluation   |               | -                         | 2                  |                  |                     |                            |                               |                            |                       |                           |                    |  |                               | 3.0           |                  | \$722              |
| Task 4 - Easements (NIC)   |               |                           |                    |                  |                     |                            |                               |                            |                       |                           |                    |  |                               |               |                  |                    |
| Task 5 - Public Involvement  |               | œ                         | ω                  | 16               |                     |                            | 0                             |                            |                       |                           |                    |  |                               | 40.0          |                  | \$8,136            |
| Task 6 - Conceptual Design   |               | 4                         | 16                 |                  | 16                  | 2                          | 16                            |                            |                       |                           |                    |  |                               | 54.0          |                  | \$10,694           |
| Task 7 - Schematic Design (30%)  |               | 4                         | 12                 |                  | 16                  |                            | 40                            | 4                          |                       | •••••                     |                    |  |                               |               |                  | \$13,988           |
| Task 8 - 60% Plans   |               | 4                         | 24                 | _                | 24                  |                            | 48                            | 12                         |                       |                           |                    |  |                               | -             |                  | \$21,176           |
| Specifications   |               | ω                         | ∞                  |                  | ∞                   |                            |                               |                            |                       |                           |                    |  | 16                            | 40.0          |                  | \$7,808            |
| Cost Estimates   |               | <del>,</del>              | 2                  |                  | 9                   |                            |                               |                            |                       |                           |                    |  |                               | 9.0           |                  | \$1,892            |
| Task 9 - Electrical & Telemetry  |               | <del>-</del>              | 0                  |                  | 9                   |                            |                               |                            |                       |                           |                    |  | ŝ                             | 15.0          |                  | \$3,242            |
| Task 10 - SEPA   |               | 2                         | ~~~                | 24               |                     | 4                          |                               |                            |                       |                           |                    |  | 4                             | 42.0          |                  | \$8,060            |
| Lask 11 - Permitting   |               |                           | 4                  | 12               |                     |                            |                               |                            |                       |                           |                    |  | 6                             | 17.0          |                  | \$3,356            |
| Task 12 - Construction Documents   |               | 4                         | 48                 | ~                | 48                  |                            | 64                            | 24                         |                       |                           |                    |  | 24                            | 220.0         |                  | \$41,136           |
| Task 13 - QA   |               | 16                        |                    |                  |                     |                            |                               | 4                          |                       |                           |                    |  |                               | 20.0          |                  | \$5,192            |
| Task 14 - Management Reserve Fund<br>Task 15 - Construction Services (NIC) |               |                           |                    |                  |                     |                            |                               |                            |                       |                           |                    |  |                               | 1             |                  |                    |
| Hours Total  |               | 76.0                      | 161.0              | 60.0             | 128.0               | 6.0                        | 176.0                         | 44.0                       | 2.0                   | 11.0                      | 20.05              | 16.0   | 44.0                          | 744.0         |                  |                    |
| Labor Total  |               | \$20,672                  | \$3(               | \$10,920         | \$24,960            | \$1,170                    | \$27,456                      | \$9,240                    |                       | \$2,310                   | \$4,760            | \$2,496  | \$6,248                       |               | \$1 <sup>,</sup> | \$146,907.00       |
|  |               |                           |                    |                  |                     |                            |                               |                            |                       | Please note t             | nis project is     | Please note this project is budgeted as a whole and not by task. | whole and no                  | t by task.    |                  |                    |
| Expenses   |               |                           | Reimbursable       | ursable          |                     | Subconsultants             | S                             |                            |                       |                           |                    |  |                               |               |                  |                    |
|  |               | rate/unit                 | Quantity           | Cost             |                     | Utility Locate             |                               | \$2,000                    |                       |                           |                    |  |                               |               |                  |                    |
| Postage/Courier  |               |                           |                    |                  |                     | Geotechnical Engineer      | ngineer                       | \$9,750                    |                       |                           |                    |  |                               |               |                  |                    |
| Printing Costs   |               |                           |                    |                  |                     | Electrical Engineer        | heer                          | \$44,245                   |                       |                           |                    | PACE Billeo  | PACE Billed Labor Total       | \$1           | \$146,907.00     |                    |
| Photo/Video  |               |                           |                    |                  |                     |                            |                               |                            |                       |                           |                    | Reimbursa  | Reimbursable Expenses         |               | \$500.00         |                    |
| Mileage/Travel/Per Diem  |               |                           |                    |                  |                     | 8 C (City Prov             | & C (City Provided - Calvert) |                            |                       |                           |                    | Su   | Subconsultants                | Ş(            | \$64,394.25      |                    |
| Miscellaneous  |               |                           |                    | \$500.00         |                     | Subconsultant Subtotal     | Subtotal                      | 55,995.00                  |                       |                           |                    | Management Reserve Fund  | Reserve Fund                  | \$1           | \$15,000.00      |                    |
|  |               |                           |                    |                  |                     | Markup                     |                               | 15%                        |                       |                           |                    | Budget Reconcilation LS 48                                       | cilation LS 4&1               | 2             | \$10,000         | 00.0               |
|  |               |                           |                    |                  |                     |                            |                               |                            |                       |                           |                    | Total Project Budget   | sct Budget                    | \$2           | \$236,801.25     |                    |
|  | 1             |                           | ſ                  | I                |                     |                            | -                             | ſ                          |                       |                           |                    |  | -                             |               |                  |                    |

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\$64,394.25

Total

\$500.00

Total

File: Tukwila LS #5\_revised122022, Fee Worksheet

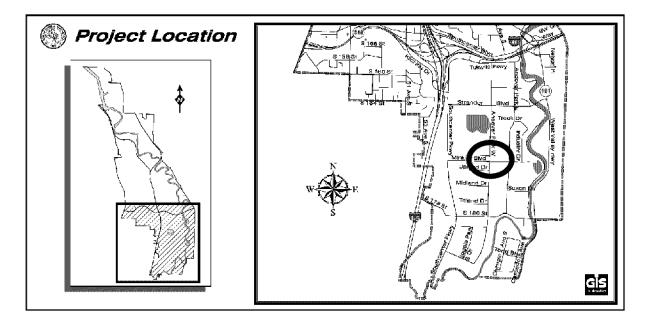
Page 1 of 1

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

| PROJECT:       | Sewer Lift Station No. 5 Rebuild   | Project No. 92340201                    |
|----------------|--|---|
| DESCRIPTION:   | Rebuilding of sewer lift station 5 will reduce maintenance costs and reduce  | the risk of failure.                    |
| JUSTIFICATION: | Aging sewer lift station requires the replacement of motors, pumps, and cor maintenance.   | ntrols at older lift stations to reduce |
| STATUS:        | The sewer lift station has been seeing a lot of issues with maintenance of p<br>panels and valves are in a confined space and will need to be moved to gra |   |
| MAINT. IMPACT: | New pumps will reduce the liability of the existing pumps that are obsolete a  | and prone to fail.                      |
| COMMENT:       | Additional right-of-way or property will be required for the new backup gene   | rators to be installed.                 |

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



### **BACE Endir**

| PACE Engineers                                   |   |                                       |         |             |                              |          |              |                |             |     | Project | Budget W | /orksheet - 2024    |
|--|---|---------------------------------------|---------|-------------|------------------------------|----------|--------------|----------------|-------------|-----|---------|----------|---------------------|
| Project Name                                     | Project Name Lift Station #5 Retrofit - CE Services |                                       |         | Location:   | cation: Tukwila, WA Prepared |          |              | Prepared By:   | y: K Nilsen |     |         |          |                     |
| Project #:                                       | 2   | <b>23415</b> Billing Group #: Task #: |         |             |                              |          | Date:        |                | 6/20/2024   |     |         |          |                     |
|  |   |                                       | -       |             |                              | Le       | bor Hours by | Classification |             |     |         |          |                     |
|  | Labor   |                                       |         |             |                              |          |              |                |             |     |         |          |                     |
| Staff Type # (See Labor Rates Table)             | Code  | 1                                     | 12      | 16          | 75                           | 19       | 118          |                |             |     |         |          |                     |
| Staff Type Hourly Rate                           |   | \$288                                 | \$238   | \$166       | \$151                        | \$222    | \$151        |                | 1           | l l |         |          |                     |
| Staff Name                                       |   |                                       |         | <b></b>     | <b>.</b>                     | +        | <b>.</b>     |                |             |     |         |          |                     |
|  |   | Sr.                                   |         |             |                              | Sr.      | Sr. Project  |                |             |     |         |          |                     |
|  | Job   | Principal                             | Project | Engineering | CAD Tech                     |          | Administra   |                |             |     | н       | lour     | Dollar              |
| Drawing/Task Title                               | Title   | Engineer                              | Manager | Staff II    | II                           | Engineer | tor          |                |             |     |         | otal     | Total               |
| Task 1 - Project Management                      |   |                                       |         |             |                              |          |              |                |             |     | -       |          |                     |
| Bid Assistance                                   |   | 5                                     | 8       | 8           |                              |          | 2            |                |             |     | l I     | 23.0     | \$4,974.00          |
| Addenda  |   | 2                                     | 4       | 8           |                              |          | 6            |                |             |     |         | 20.0     | \$3,762.00          |
| Team Coord/Invoicing (assumes 8 months)          |   | 4                                     |         | 8           |                              |          |              |                |             |     |         | 12.0     | \$2,480.00          |
| Task 2 - Construction Administration             |   |                                       |         |             |                              |          |              |                |             |     |         |          | φ2,100100           |
| Pre-Construction Meeting                         |   | 2                                     | 2       | 4           |                              |          |              |                |             |     |         | 8.0      | \$1,716.00          |
| Shop Drawing & Submittal Review (25 Reviews)     |   | 8                                     | 12      | 24          |                              | 8        |              |                |             |     |         | 52.0     | \$10,920.00         |
| RFI Review and Responses (10 RFIs)               |   | 6                                     | 6       | 16          | 2                            | 4        |              |                |             |     |         | 34.0     | \$7,002.00          |
| Pay Application Review & Preparation (assumes 8) |   | 4                                     | 6       | 16          |                              |          |              |                |             |     |         | 26.0     | \$5,236.00          |
| Change Order Review & Preparation (assumes 2)    |   | 2                                     | 6       | 12          | 4                            |          | 2            |                |             |     |         | 26.0     | \$4,902.00          |
| Task 3 Construction Inspections                  |   |                                       |         |             |                              |          |              |                |             |     |         |          |                     |
| Construction Meetings                            |   |                                       | 8       | 24          |                              |          |              |                |             |     |         | 32.0     | \$5,888.00          |
| Site Visits (max. 10 visits)                     |   | 5                                     | 12      | 28          |                              |          |              |                |             |     |         | 45.0     | \$8,944.00          |
| Task 4 Geotechnical Support                      |   | 2                                     |         | 4           |                              |          |              |                |             |     |         | 6.0      | \$1,240.00          |
| Task 5 Electrical Support (see costs below)      |   | 2                                     |         | 4           |                              |          |              |                |             |     |         | 6.0      | \$1,240.00          |
| Task 6 Project Closeout                          |   |                                       |         |             |                              |          |              |                |             |     |         |          |                     |
| Punchlist & Final Inspection                     |   | 2                                     | 8       | 16          |                              | 4        |              |                |             |     |         | 30.0     | \$6,024.00          |
| As-Builts  |   | 2                                     | 2       | 8           | 12                           | 2        |              |                | 1           |     |         | 26.0     | \$4,636.00          |
|  |   |                                       |         |             |                              |          |              |                | 1           |     |         |          |                     |
|  |   |                                       |         |             |                              |          |              |                |             |     |         |          |                     |
| Hours Total                                      |   | 46.0                                  | 74.0    | 180.0       | 18.0                         | 18.0     | 10.0         |                |             |     |         | 346.0    |                     |
| Labor Total                                      |   | \$13,248                              |         | \$29,880    | \$2,718                      | \$3,996  | \$1,510      |                |             |     |         | 540.0    | \$68,964.00         |
|  |   | ψ10,240                               | ψι/,υΙΖ | ψ20,000     | ψ2,710                       | ψ0,000   | ψ1,510       |                |             |     |         |          | <i>\\</i> 00,004.00 |

| Expenses                |           | Reimbursable |          |  |
|-------------------------|-----------|--------------|----------|--|
|                         | rate/unit | Quantity     | Cost     |  |
| Project Administration  | \$60.00   | 8            | \$480.00 |  |
| Postage/Courier         |           |              |          |  |
| Printing Costs          |           |              |          |  |
| Photo/Video             |           |              |          |  |
| Mileage/Travel/Per Diem |           |              |          |  |
| Miscellaneous           |           |              |          |  |
|                         | Total     |              | \$480.00 |  |

| Subconsultants         |             |
|------------------------|-------------|
| Utility Locate         |             |
| Mechanical Engineer    |             |
| Electrical Engineer    | \$37,000    |
| Geotechnical Engineer  | \$15,202    |
| I & C Engineer         |             |
| Subconsultant Subtotal | 52,202.00   |
| Markup                 | 15%         |
| Total                  | \$60,032.30 |

| Total Project Budget    | \$129,476.30 | - |
|-------------------------|--------------|---|
| Subconsultants          | \$60.032.30  |   |
| Reimbursable Expenses   | \$480.00     |   |
| PACE Billed Labor Total | \$68,964.00  |   |

## **PROJECT DESCRIPTION**

This project will provide construction support to the City of Tukwila for the PACE-designed improvements to the Sanitary Lift Sation #5 near Fort Dent Park. Construction of an above ground electrical building with new controls and installation of a new meter vault and new submersible pumps, piping, and valves. The project includes rehab work (demolition, cleaning, and coating) in the existing wet well, installation of miscellaneous site improvements, relocation of the existing generator, and other work necessary to complete the Work as specified and shown in the Contract Documents. The project also includes the relocation of existing gravity sewer, installation of approximately 55 lineal feet of new 4-inch ductile iron forcemain, and connection of the new forcemain to the existing forcemain.

## SCOPE OVERVIEW

Specific tasks under this contract are shown below:

## **TASK 1 - PROJECT MANAGEMENT**

PACE will be responsible for conducting ongoing coordination between the CITY and the contractor as needed as well as overall project management.

## Deliverables:

- PACE will assist the CITY during the construction bid process, prepare up to 2-addenda and attend the bid opening. It is assumed that the CITY will manage the bid opening meeting.
- PACE will prepare and provide a monthly status/progress reports itemized by task and subtask, to the CITY, describing work performed by the PACE's project team during the current reporting period.

## **TASK 2 - CONSTRUCTION ADMINISTRATION**

## **Material Submittal Review**

PACE will review contractor-provided material submittals to assure the proposed materials are in accordance with the project's specifications. Copies of the submittal review documents will be furnished to the CITY, the Contractor, and the Inspector.

## Assumptions:

The time it takes to conduct the required material submittal/review process can vary widely depending on the Contractor's chosen material submittal process. This scope and associated fee assume a maximum of 25 items to review. Any additional hours that are necessary due to multiple rounds of contractor submittals may be billed on a time and expense basis.

## Deliverables:

- One (1) pdf copy of initial contractor-provided material submittals with PACE comments along with master submittal log.
- One (1) pdf copy of resubmittal contractor-provided material submittals with PACE comments along with updated master submittal log.

## **Preconstruction Conference**

PACE will work with the CITY to prepare a draft preconstruction meeting agenda for the CITY. It is assumed that the CITY will facilitate and lead the preconstruction meeting, prepare meeting minutes and distribute the minutes to attendees.

## Deliverables:

• One (1) pdf copy of draft construction conference meeting agenda

## **Responding to Requests for Information (RFIs)**

PACE will respond to RFIs from the Contractor as they pertain to design elements and existing conditions shown on the contract plans and in the contract specifications as necessary.

## Assumptions:

- The time it takes to conduct the required RFI reviews can vary widely depending on the Contractor. For budgeting purposes PACE has estimated ten (10) RFI responses. Any additional RFI responses that are necessary may be billed on a time and expense basis.
- All RFI responses shall be provided to the contractor directly by the PACE through email while cc'ing CITY staff.
- RFI's that are a result from a change of conditions in the field or outside the original project design will be billed on a time and expense basis

## **Deliverables:**

• Up to ten (10) RFI responses in pdf format.

## **Preparing Change Orders**

PACE shall prepare all required Change Orders for CITY issuance as defined in the contract specifications.

## Assumptions:

• PACE shall coordinate with CITY on all proposed CHANGE ORDERS regardless of size or scope. While PACE shall coordinate with CONTRACTOR on executing any required change orders, CITY will approve prior to issuance.

• For budgeting purposes PACE has estimated two (2) Change Orders. Any additional Change Order required responses that are necessary may be billed on a time and expense basis.

## Deliverables:

• Up to two (2) change orders in pdf format for execution by the CITY and the Contractor in accordance with the project specifications.

## **Preparing Contractor Pay Requests**

PACE will prepare Progress Payment Requests from the Contractor and transmit them to the CITY's Project Manager for processing by the CITY. These payment requests will cover all aspects of the work as outlined in the bid proposal. PACE's inspector will review and coordinate with the CITY the actual quantities for payment for the requested work by CITY staff.

## Assumptions:

• For budgeting purposes PACE has estimated 8 contractor pay requests processed on a monthly basis based on the proposed schedule and allowable working days in the contract. Any additional contractor pay requests that are necessary may be billed on a time and expense basis.

## Deliverables:

• Up to eight (8) contractor pay requests in pdf format.

## **TASK 3 - CONSTRUCTION INSPECTION**

PACE will provide limited construction inspection at critical stages of the project. It is assumed there will be a maximum of 10 site visits to the project site. Inspection reports will be provided in pdf format to the CITY and Contractor following each site visit.

## TASK 4 - GEOTECHNICAL CONSTRUCTION SUPPORT

AESI will provide limited construction inspection at critical stages of the project

## **TASK 5 - ELECTRICAL CONSTRUCTION SUPPORT**

Follet Engineers will provide limited construction inspection at critical stages of the project

## TASK 6 - PROJECT CLOSEOUT

The PACE will assist the CITY in formal closeout of the project. Specific tasks include:

- Final site visit with CITY to develop final punch list to be provided to the contractor.
- Provide all required Substantial Completion correspondence in accordance with the project specifications.

- Create record drawings of the project based on the redlined construction drawings provided by the contractor as well as the PACE's field records. Record drawings will meet CITY formatting requirements.
- Production of a Recommendation of Project Acceptance letter provided to the CITY.

The PACE team will perform the above-described services on a Time and Expense basis at their 2024 Rates with a not to exceed amount of \$129,476, as shown on the attached spreadsheet. The project budget will be tracked on the overall budget not by tasks which are for budget purposes only.

## END SCOPE OF WORK