



INFORMATIONAL MEMORANDUM

TO: **Transportation & Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 BY: **Adib Altallal, Utilities Engineer**
 CC: **Mayor Allan Ekberg**
 DATE: **September 10, 2021**
 SUBJECT: **Sewer Lift Stations No. 2, 4, and 12 Upgrades- Contract Supplement**
Contract No. 21-033, Change Order No. 1

ISSUE

Approve a supplemental agreement to Contract No. 21-033 for design and construction management with PACE Engineers for the Sewer Lift Station No. 2 Upgrades, Sewer Lift Station No. 4 Electrical Upgrades, and Sewer Lift Station No.12 Wet Well Remediation projects.

BACKGROUND

The aging electrical and physical assets of Sewer Lift Stations No. 2, 4, and 12 prompted investigative work in 2016, which revealed necessary upgrades to provide a safe and functioning system. However, due to funding limitations, the project was put on hold until this year.

In January 2021, during a routine repair of the Sewer Lift Station No. 2 force main, a sizeable crack was discovered along the entire force main connection from the lift station to the manhole. To resolve this issue, the entire forcemain and the pipes within the lift station need to be replaced and upsized. On February 22, 2021, Council awarded the original contract to PACE to provide design services and a limited construction management scope for these projects.

DISCUSSION

The contract supplement will increase PACE’s scope by adding services that the City does not have capacity to provide in-house, including new specifications for design work, full construction management support, and inspections the Lift Stations. This contract supplement will allow the projects to continue seamlessly and without delays.

FINANCIAL IMPACT

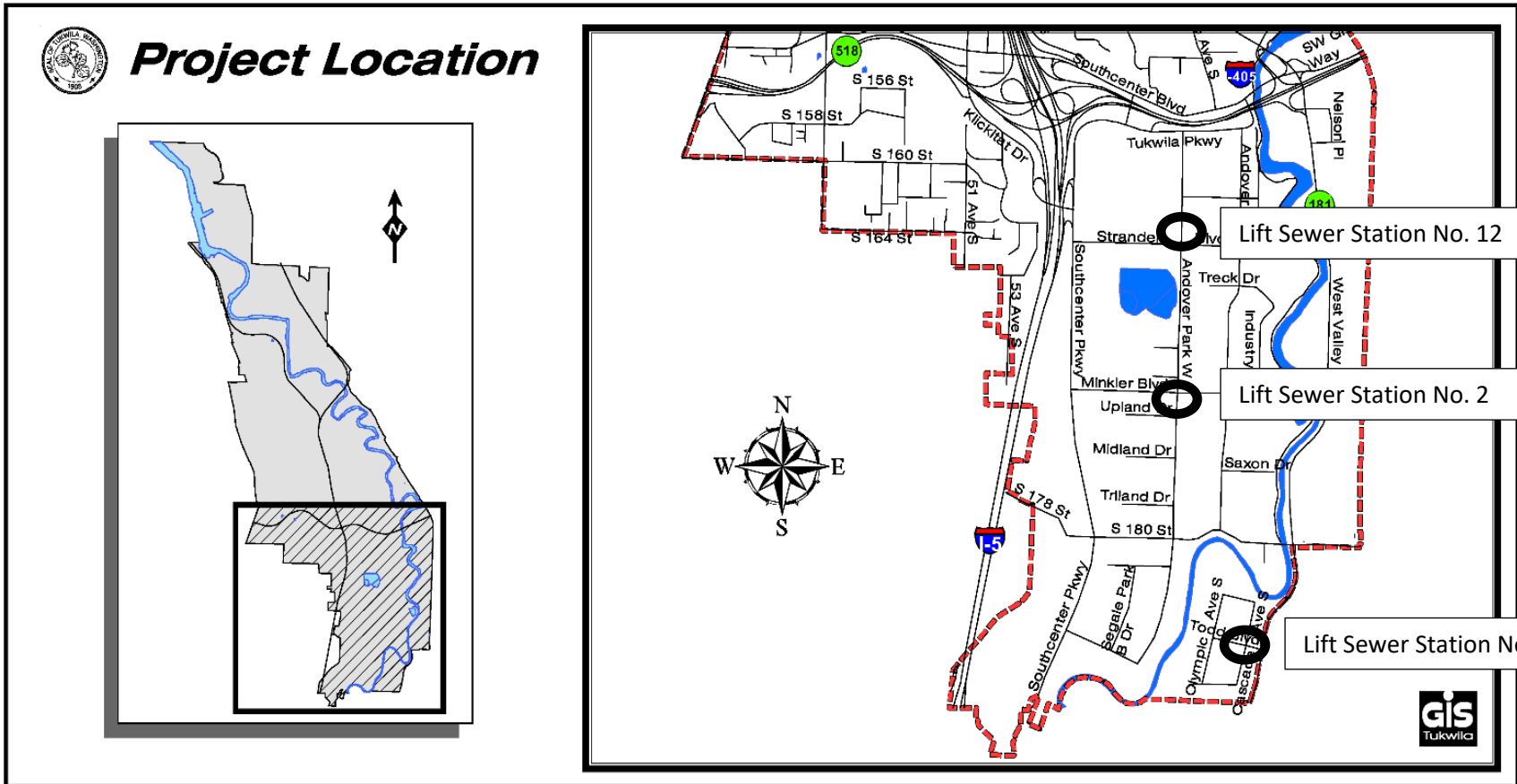
The contract supplement is for \$53,000, which will bring the contract total to \$124,410.16 for design and construction management of Sewer Lift Stations No. 2, 4, and 12 Upgrades Project. The project costs are within budget and will be funded 100% out of the sewer enterprise fund.

	<u>PACE Contract</u>	<u>2021 Budget</u>
Original Contract	\$ 71,410.00	\$ 150,000.00
Supplement Contract	<u>53,000.00</u>	
Total	\$ 124,410.00	

RECOMMENDATION

Council is being asked to approve the change order with PACE Engineers in the amount of \$53,000.00 for the Sewer Lift Station No. 2 Retrofit, Sewer Lift Station No. 4 Electrical Upgrades, and Sewer Lift Station No. 12 Wet Well Remediation projects and consider this item on the Consent Agenda at the September 20, 2021 Regular Meeting.

Project Locations Map- Lift Sewer Stations No. 2, No. 4, & No. 12



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Annual Sewer Repair Program Project No. 9xx40201

DESCRIPTION: Reduce sewer line infiltration and inflow (I & I) through groundwater intrusion or storm events as a result of damaged deteriorating systems or illicit connections. Includes small repairs and capital maintenance.

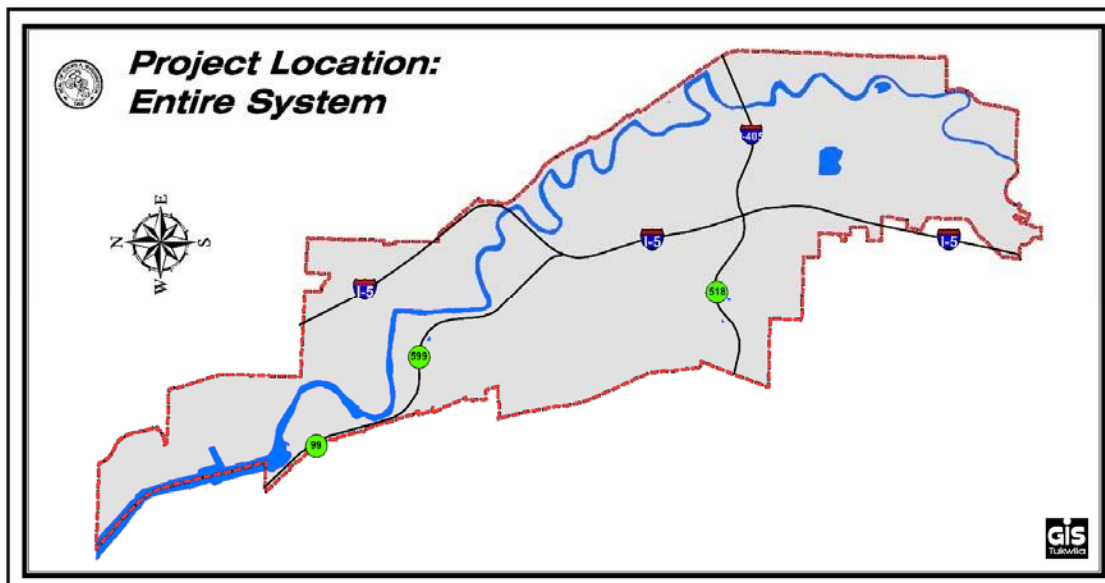
JUSTIFICATION: Decreases treatment, discharge, and pumping costs.

STATUS: Annual program is determined after pipeline TV inspection reports are completed.

MAINT. IMPACT: Less maintenance costs through rehabilitation of aging system.

COMMENT: Ongoing project, only one year actuals shown in first column.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
EXPENSES										
Design	0	15	75	75	70	70	70	70	500	945
Land (R/W)										0
Const. Mgmt.		10	112	120	105	105	115	115	200	882
Construction	0	75	750	800	700	700	700	700	1,000	5,425
TOTAL EXPENSES	0	100	937	995	875	875	885	885	1,700	7,252
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	100	937	995	875	875	885	885	1,700	7,252
TOTAL SOURCES	0	100	937	995	875	875	885	885	1,700	7,252



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Sewer Lift Stations & Generator Upgrades

Project No. 90440206

DESCRIPTION: This project will be used to replace/upgrade the seven sewer lift stations and backup generators in phases.

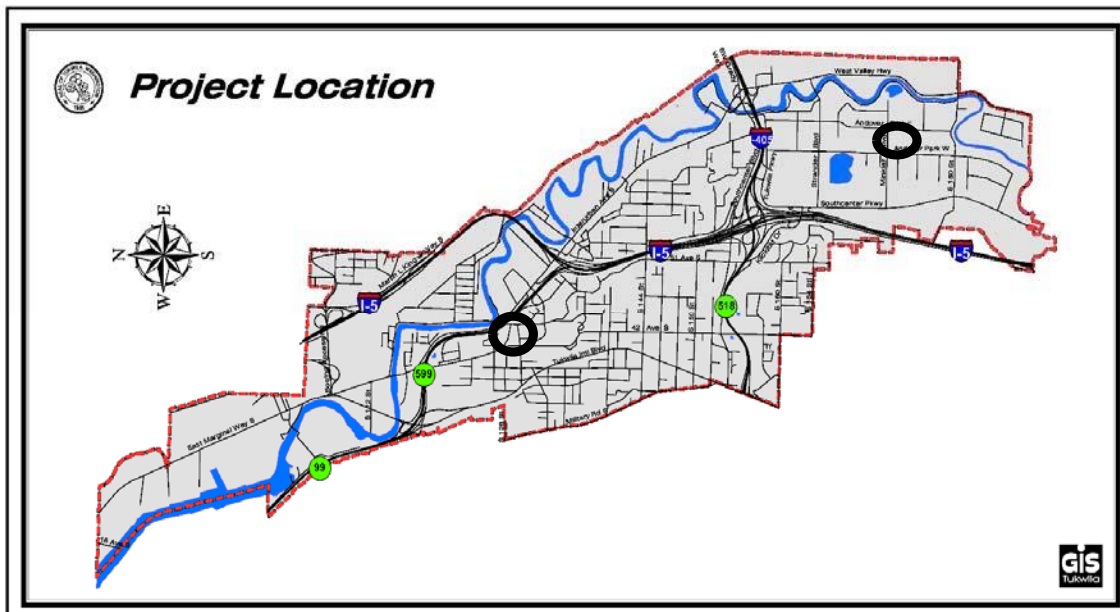
JUSTIFICATION: Aging sewer system requires the replacement of motors, pumps, and controls at older lift stations to reduce maintenance. Generators have a lifespan of 15 years and need to be replaced more frequently than pumps.

STATUS: Sewer Lift Stations No. 3 & 4 are at the end of their life cycles and need to be rebuilt with backup generators. Lift Station No. 4 is scheduled for 2020/2021, and Lift Station No. 3 is scheduled for 2024/2025. Lift Station No. 5 is in beyond.

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

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

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
EXPENSES										
Design		5	5			20	20		100	150
Generators		50	25			10	10		10	105
Const. Mgmt.		10	10			50	50		100	220
Construction		300	200			400	400		700	2,000
TOTAL EXPENSES	0	365	240	0	0	480	480	0	910	2,475
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	365	240	0	0	480	480	0	910	2,475
TOTAL SOURCES	0	365	240	0	0	480	480	0	910	2,475



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Sewer Lift Station No. 2 Upgrades Project No. 90440205

DESCRIPTION: Install new pumps, motors, control system, backup generator and 2,700 LF of force main from Minkler Blvd to Strander Blvd.

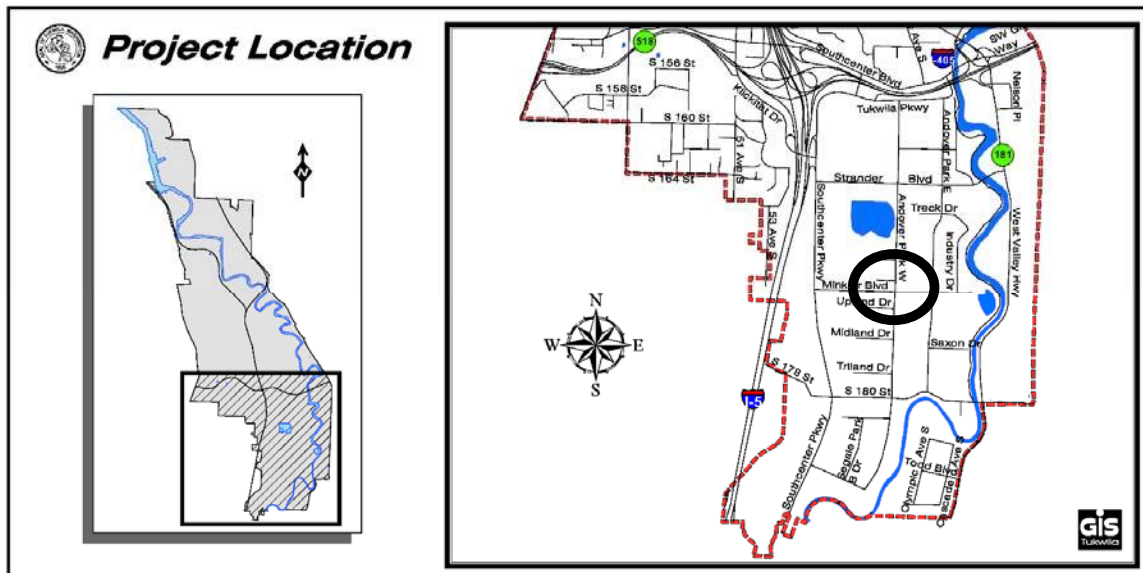
JUSTIFICATION: Sewer Lift Station No. 2 upgrade will account for the future full development of Tukwila South.

STATUS: Generator replacement, concrete slab, pump upsizing, and replacement of pump's motor control system are scheduled for 2020/2021

MAINT. IMPACT: Reduce liability if the existing slab breaks the power connection at the sewer lift station.

COMMENT: See Tukwila South development agreement for future funding and ULID requirements.

FINANCIAL (in \$000's)	Through Estimated									TOTAL	
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND		
EXPENSES											
Design	102	30								100	232
Land (R/W)											0
Const. Mgmt.		50	20							200	270
Construction	35	800	150							2,000	2,985
TOTAL EXPENSES	137	880	170	0	0	0	0	0	0	2,300	3,487
FUND SOURCES											
Awarded Grant											0
Proposed Bond/ULID										2,300	2,300
Mitigation Actual											0
Mitigation Expected											0
Utility Revenue	137	880	170	0	0	0	0	0	0	0	1,187
TOTAL SOURCES	137	880	170	0	0	0	0	0	0	2,300	3,487





City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number:

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, 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 construction management services in connection with the projects titled Tukwila Lift Station #4 and #12 Retrofits, and Tukwila Lift Station #2 and Forcemain 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, 2022, 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, 2022 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 \$53,000 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.

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, Inc.
11255 Kirkland Way #300
Kirkland, Washington 98033-6715
18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

CITY OF TUKWILA

PACE Engineers, Inc.

Allan Ekberg, Mayor

By: *Kenneth H Nilsen*

Printed Name: Kenneth H Nilsen

Title: Executive Vice President

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O'Flaherty

Office of the City Attorney



August 30, 2021

Mr. Adib Altallal
Public Works
City of Tukwila
6300 Southcenter Blvd
Tukwila, Washington 98188

Subject: *Lift Station Retrofit Projects (LS #2, #4, and #12)*
Professional Services Contract Amendment
PACE Project No. 13497

Dear Adib:

Based on our discussions from last week, PACE Engineers, Inc. (PACE) is submitting the following contract amendment for City review and approval regarding professional services on the retrofit of Lift Stations #2, #4, and #12. This amendment covers additional design costs and services during construction as described below.

Additional Design Services

PACE expended additional design costs in bringing this project to completion beyond what was contemplated in the original scope of work. The primary areas of additional costs were as follows:

- Increased design costs associated with City delays in the design and bid process timeline.
- Increased design costs associated with converting the project to the City's most current special specification package.

PACE has been holding approximately \$9,816 in design costs for prior work in getting these lift station projects bid ready. PACE realizes that not all of this overage is attributable to work outside of the original scope of work. Per our discussion, PACE is submitting a request for 50% of this overage (\$4,908) for work not anticipated in the original scope of work.

Additional Fee: \$4,908

Scope of Work – Construction Support Services

The original contract included limited construction support by PACE. This support was primarily limited to reviewing material requests and addressing any RFIs, with our subconsultants (electrical and coating specialist) conducting limited site inspections. Due to staff limitations, the City has requested that PACE take a more active role in the construction management of these projects. This additional work is as follows:

- Attend weekly construction meetings.
- Provide general construction engineering support including submittal reviews and RFIs.
- Provide limited onsite inspection as needed.

Additional Fee Estimate: \$24,280

Management Reserve Fund

At this time the City is unsure if they will have an available inspector for the duration of Lift Station #2 construction. PACE, at the request of the City, has budgeted 120 hours of inspection time, if needed, in this management reserve task. These funds can only be used at the direction of the City. This task may also be used for any other unidentified task for which the City may need professional services support in the construction and closeout of Lift Stations #2, #4, and #12.

Estimated Fee: \$23,300

PACE proposes to provide the services listed above on a time-and-expense basis for a fee of **\$53,000 including \$23,300 in the Management Reserve Fund**. The breakdown for the above fee is shown on the attached budget worksheet. This amount shall not to be exceeded without prior authorization from the City.

Again, we are pleased to submit this updated scope of work and budget to bring the Lift Station Retrofit Projects to completion. Please do not hesitate to contact me at 425.827.2014 or kenn@paceengrs.com if you have any comments or questions.

Sincerely,

PACE Engineers, Inc.



Kenneth H. Nilsen, P.E.
Vice President

Attachment

PACE Engineers

Project Budget Worksheet - 2021 Washington Standard Rates

Project Name: **Lift Stations 2, 4 and 12 - ASA** Location: **Tukwila** Prepared By: **KN**
 Project #: _____ Billing Group #: _____ Task #: _____ Date: **8/30/2021**

Staff Type # (See Labor Rates Table) Staff Type Hourly Rate Drawing/Task Title	Labor Code	Labor Hours by Classification										Hour Total	Dollar	Total
		1	13	118	75									
		\$245 Senior Principal Engineer	\$186 Sr. Project Engineer	\$127 Sr. Project Administrator	\$127 CAD Tech II									
Design Revisions(costs split 50/50 with City)		8	16	24	14.75								62.8	\$9,857
Lift Station #2 Submittals/RFI's		2	36										38.0	\$7,186
Lift Station #2 Weekly meetings (assume 1 hr incl minutes)			16										16.0	\$2,976
Lift Station #2 General support during construction			12										12.0	\$2,232
Lift Station #2 Basic Inspections (3-inspections)			12										12.0	\$2,232
Lift Station #2 Start up and final punchlist		2	4										6.0	\$1,234
TOTAL														\$15,860
Lift Stations #4/#12 Weekly Meetings			16										16.0	\$2,976
Lift Station #12 nighttime inspection			12										12.0	\$2,232
Lift Stations #4/#12 General Support		2	16										18.0	\$3,466
Lift Stations #4/#12 Final inspection & start-up		2	8										10.0	\$1,978
														\$10,652
MRF- OPTIONAL Lift Station #2 Inspection (assume 3-weeks @40 hrs/week)		4	120										124.0	\$23,300
Hours Total		20.0	268.0	24.0	14.8								326.8	\$59,669.25
Labor Total		\$4,900	\$49,848	\$3,048	\$1,873								326.8	\$59,669.25

Expenses	rate/unit	Reimbursable	
		Quantity	Cost
Postage/Courier			
Plotter			
Photo/Video			
Mileage/Travel/Per Diem			
Miscellaneous			
Technology Fee (2% of labor)			\$1,193.39
Total			\$1,193.39

Subconsultants	
Utility Locate	
Coating Insp	\$4,025
Electrical Engineer	\$22,894
Geotechnical Engineer	
I & C Engineer	
Subconsultant Subtotal	26,919.00
Total	\$26,919.00

Budget Remaining	\$29,940.00
1/2 Additional design	\$4,928.63
PACE Additional CM Support	\$26,512.00
MRF - Optional Inspection	\$23,300
Reimbursable Expenses	\$1,193.39
Subconsultants to complete	\$26,919.00
TOTAL	\$52,913.01
Total Project ASA Budget Request	\$53,000.00