



**REQUEST FOR PROPOSALS
FOR
TACOMA BOULEVARD SEWER PUMP STATION
PERMITTING, DESIGN, AND CONSTRUCTION
SERVICES**

Issued: March 16, 2018

Proposals must be received at the address below by **11:00 a.m.** on
April 13, 2018

City of Pacific
Public Works Department
100 3rd Avenue S.E.
Pacific, WA 98047

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CITY OF PACIFIC
REQUEST FOR PROPOSALS
FOR
TACOMA BOULEVARD SEWER PUMP STATION
ENVIRONMENTAL PERMITTING, DESIGN, AND CONSTRUCTION SERVICES

I. INTRODUCTION

The City of Pacific is located approximately 27 miles southeast of Seattle along State Route 167 near the King / Pierce County line. The City is approximately 2.4 square miles in size with a population of approximately 6,800. The City of Pacific’s sanitary sewer service area encompasses about 2.13 square miles. The City sewer system lies in a relatively flat river valley with an elevation averaging from 60 to 80 feet above mean sea level. The sewer system facilities consist of four pump stations and approximately twenty miles of collection and conveyance pipe. These physical assets are used to serve approximately 1,540 residential services, 109 multi-family accounts (serving approximately 835 units), and 175 commercial accounts including a motel, one elementary school, and several construction and transportation related businesses based on 2016 data.

Table 1 shows the existing pump station inventory in the City of Pacific.

Table 1: Existing Sanitary Sewer Pump Station Inventory

	Sundown Meadows		Tacoma Boulevard ⁽¹⁾		West Cedar Glen		Webstone	
Location	Alder Lane and 1 st Avenue East		Tacoma Boulevard and 5 th Avenue SW		6th Avenue SW and Glacier Avenue		Thornton Avenue SW and 10 th Street	
Basin Area (Acres)	15.5		129.0		26.2		284.1	
Pumping Capacity	1	2	1	2	1	2	1	2
	0.557 cfs 250 gpm	0.557 cfs 250 gpm	0.557 cfs 250 gpm	0.557 cfs 250 gpm	0.27 cfs 120 gpm	0.27 cfs 120 gpm	cfs gpm	cfs gpm
TDH (feet)	16.6	6.6	42	42	20	20		
Cut in (feet)	70.7	84.8	31.4	37.7	31.4	37.7		
Cut out (feet)	0.0	0.0	6.3	0.0	0.0	0.0		
Wet Well Overflow Elevation (feet)	80		61		66		52	
Wet Well Capacity	425 cubic feet (3,180 gallons)		200 cubic feet (1,500 gallons)		150 cubic feet (1,120 gallons)		176 cubic feet (1,300 gallons)	
Control Type	Bubbler		Bubbler		Float		Float	
Power Source	Buried		Overhead		Buried		Buried	
Back-up Power	None		None		None		Diesel Generator	

(1) Pump Station to be replaced

The City of Pacific (“City”) is seeking statements for qualifications (RFQ) from firms to provide environmental permitting, design, and construction management for the replacement of the Tacoma Boulevard sanitary sewer lift stations.

II. BACKGROUND

The City retained a consultant to evaluate all four of the sewer system pump stations. The study determined that all pump stations had reached the end of their design life. The City has determined that the Tacoma Boulevard Pump Station required the highest level of servicing to operate and maintain and therefore this was the pump station that would be upgraded first.

III. DESCRIPTION OF SERVICES

Task 1: Project Management

The Consultant shall provide the following services:

- Communicate with City staff and Council, as required.
- Manage and coordinate the Consultant team.
- Manage the work in-progress, schedule, and budget.
- Provide monthly invoices and progress reports in a format approved by the City of Pacific.
- Attend a kickoff meeting with the City of Pacific.

Deliverables:

- Monthly invoices and progress reports for the duration of the project.

Task 2: 30% Design

The Consultant shall prepare technical analyses and preliminary design of the Tacoma Boulevard Pump Station. The Consultant shall meet with City engineering and maintenance staff members to gather information and input for developing the preliminary drawings. The preliminary drawings shall identify utility conflicts and show required utility relocations. The Consultant shall review available existing geotechnical reports and shall conduct supplemental geotechnical investigations at the site of the proposed pump station, as necessary, to determine soils conditions for the design of the proposed improvements.

The preliminary drawings shall depict:

- Preliminary site plan.
- Components of the pump station and its appurtenances.
- Required utility relocations.

The Consultant shall prepare a preliminary cost estimate for construction.

Deliverables:

- Engineering Report

- 30% design plans and cost estimate

Task 3: 60% Design and Environmental Permitting

The Consultant shall address comments from the City on the 30% design and prepare 60% design plans suitable for submittal to the permitting agencies. Consultant shall also prepare draft technical specifications and updated construction cost estimate.

The Consultant shall confirm all required regulatory permit applications, prepare the applications, and make submittals to the appropriate agencies. A partial list of anticipated permits include:

- Critical Areas – City of Pacific, King County, and Pierce County
- SEPA – City of Pacific

Deliverables:

- 60% design plans
- Preliminary specifications
- Revised engineers cost estimate
- Permit submittals
- SEPA Checklist and supporting materials

Task 4: Final Design and Construction Documents

The Consultant shall address comments from the City and permitting agencies on the 60% design and prepare final design plans, technical specifications and engineers cost estimate. The Consultant shall provide 90% level design plans and technical specifications for the City's review and approval. The Consultant shall address comments from the City and permitting agencies on the 90% design and prepare final design plans, technical specifications and engineers cost estimate. The final detailed project plans, and technical specifications shall be sufficient for construction bidding purposes and shall reflect all regulatory requirements.

Project Specifications shall be prepared using the WSDOT Standard Specifications format. Consultant shall prepare all technical specification sections. The City will provide the standard boilerplate bidding and contract documents and the general conditions (work hours, project duration, liquidated damages, truck routes, etc.).

Project drawings shall be prepared using the standard 22" x 34" City drawing sheet size and layout.

The Construction Documents shall include, but not be limited to, the following:

- Title sheet and construction notes
- Existing conditions topographic survey plan with construction control points clearly identified
- Temporary Erosion and Sedimentation Control Plan
- Demolition plan (including provisions for protecting nearby existing structures, roadways and embankments, etc.)

- Typical sections and construction details
- Structural plans and details
- Mechanical (pump and piping) plan and details
- Electrical plans and details
- Storm Water Pollution Prevention Plan
- Construction schedule requirements
- Contractor submittal requirements
- Roadway and sidewalk reconstruction
- Site restoration plan

Deliverables

The Consultant shall provide one set of 90% and final project drawings and specifications and digital files of all documents on compact disc to the City. City will, at its own expense, reproduce enough copies of these documents for construction bidding purposes, as required.

IV. SUBMITTAL REQUIREMENTS.

The City recognizes that a multi-disciplined project team may be required to successfully execute this project. The City intends to use the RFP process to select a single firm or partnership of firms determined most qualified to permit and design the City’s Tacoma Boulevard Pump Station Replacement.

A. Submittals must contain no more than 20 pages, double sided, including resumes and project descriptions.

The Submittal shall consist of the following parts:

- 1) Letter of Interest. The Letter of Interest shall contain the following information:
 - a) RFP Title;
 - b) Consultant's name, mailing address, contact person, telephone and fax numbers; and
 - c) Complete list of proposed sub-consultants.
- 1) Proposal. The submittal shall include:
 - a) General statement of the understanding of the scope of services.
 - b) An organization chart for the project team including proposed sub-consultants.
 - c) The project team’s experience in the assessment, design and permitting of sewer pump stations.
 - d) A proposed task list and level of effort for each task.
 - e) Approach to communicating with the City, and residents and businesses throughout the process.
 - f) One electronic copy of two recent projects of similar requirements with a copy of project budgets. Include relevant project report, final plans, engineers cost estimate and bid tabulation.

The submittal shall be presented in a clear, comprehensive and concise manner and shall be submitted in a complete package by the prime Consultant.

1) Firm (team) Experience:

Project Team:

List each member of the proposed Project Team along with their:

- (a) Firm affiliation
- (b) Area of specialty
- (c) Office location
- (d) Total years of experience
- (e) Years with current firm
- (f) Specific involvement/role in projects used as references

One member of the Project Team must be assigned as the Project Manager that will act as the primary client contact and who shall be involved in day to day management of the Project. All resumes shall be included and limited to a maximum of two pages per team member.

- B. Submit five (5) hard copies and one (1) electronic copy with the two sample reports and contracted budget sheet by 11:00 AM, Friday, April 13, 2017 to:

City of Pacific - Department of Public Works
100 3rd Avenue SE
Pacific, WA 98047
Attn: Jim Morgan, Public Works Manager
The city will not accept faxed or email copies.

IV. EVALUATION AND SELECTION CRITERIA.

The City plans to select a consultant to perform the work described in the RFP to the consultant whose submittal is most advantageous to the City with factors including, but not limited to: the City's evaluation of the consultant's final product in similar roadway permitting and designs, previous client's satisfaction with the final product, proposed timeliness of delivery of the final product, general understanding of the City's needs, as expressed in the consultant's written response to this RFP, reference calls and/or recommendations, and any additional criteria deemed appropriate by the City which would lend itself to establishing the consultant's ability to perform the work as outlined in this RFP.

Attachment A
Standard Professional Services

CITY OF PACIFIC PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 201____, by and between the City of Pacific, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PACIFIC, WASHINGTON (hereinafter the “CITY”)
100 – 3rd Avenue S.E.
Pacific, Washington 98047
Contact: Mayor Leanne Guier Phone: 253-929-1100 Fax: 253-939-6026

and _____ Name of Contractor _____, a _____ (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

Contractor’s name _____ (hereinafter the “CONSULTANT”)
Address
City, State, Zip
Contact: _____ Phone: _____ Fax: _____

for professional services in connection with the following Project:

Name project here

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit “A.” If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on _____, (“Commencement Date”) and shall terminate on _____ unless extended or terminated in writing as provided herein.

4. **Compensation.**

LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____, which includes all applicable tax.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$_____, including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “_____.”

OTHER. _____

5. **Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant’s business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

F. Changes. City may, from time to time, provide interpretations, comments, and other determinations concerning the work authorized under this Contract. If any communications, directives, determinations, or other events (made by the City or otherwise) create a change in the project scope or some other entitlement to additional compensation (including any equitable adjustment), additional time, or any other modification to the terms of the Contract (hereinafter a “Change”), Consultant shall provide written

notice of the Change to the City within twenty (20) working days. The notice shall describe the Change and the anticipated effect of the Change. Failure to provide timely written notice of a Change shall constitute a complete waiver of any right (under the Contract or otherwise) to additional compensation, additional time, or equitable adjustment related directly or indirectly to the Change.

All changes or modifications of this Contract shall be in writing. The compensation for compensable Changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as stated previously in this Contract, or pursuant to terms and conditions mutually agreed to by the parties. City shall compensate Consultant only for services performed or costs incurred that are within the scope of services authorized by this Contract, or any modifications to the Contract in accordance with this section.

6. Discrimination and Compliance with Laws

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Pacific business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

a. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

b. Termination with cause. The Agreement may be terminated for cause upon the default of the Consultant.

c. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for under the Contract has been completed by the City. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work and all damages sustained, or which may be sustained, by the City by reason of such default.

Conditions constituting default under this Contract include:

- i. Failure or neglect to correct non-conforming work;
- ii. Failure or neglect to provide sufficient resources for the work to ensure timely completion within the schedule as agreed in this Contract or otherwise established for completion of Consultant's work;
- iii. Violation of applicable statutes and regulations;
- iv. Disregard of the City's instructions or determinations;
- iv. Material breach of other Contract requirements.

If the City determines that Consultant is in default, the City will provide Consultant with a written notice of default describing the conditions constituting default and giving Consultant fifteen (15) calendar days to cure the conditions of default to the satisfaction of the City. The determination of whether Consultant has cured the conditions of default shall be at the City's sole discretion. If the City is not satisfied that the conditions of default have been cured to the City's satisfaction, the City will then provide written notice to Consultant that this Contract is terminated.

d. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

e. Notice of Termination for Convenience or Suspension. Notice of suspension or termination for convenience shall be given to the Consultant in writing upon seven (7) calendar days advance notice to Consultant.

9. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses, damages, or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except to the extent injuries and damages are caused by the negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents 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 CONSULTANT WAIVES IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT

THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER AS EVIDENCED BY CONSULTANT'S EXECUTION OF THIS AGREEMENT.

13. 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.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering 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 shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect 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 contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

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 Consultant before commencement of the work.

14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Leanne Guier
 Mayor
 100 – 3rd Avenue S.E.
 Pacific, WA 98047

Phone: 253-929-1100
 Fax: 253-939-6026

NAME OF CONSULTANT

Attn: _____

Phone: _____
 Fax: _____

16. Resolution of Disputes and Governing Law.

A. Should any dispute arise related to this Agreement, the parties shall meet and attempt to resolve the dispute. The parties may also agree to mediate the dispute if negotiations fail to resolve the

matter. Any dispute that cannot otherwise be resolved shall be determined by litigation in a court with jurisdiction with venue in King County, Washington.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF PACIFIC, WASHINGTON

CONSULTANT

By: _____
Leanne Guier
Mayor

By: _____
Name: _____

Date: _____

Title: _____

Date: _____

Attest:

By: _____
Amy Stevenson-Ness
City Clerk

APPROVED AS TO FORM:

By: _____
Kinnon Williams
City Attorney

Attachment B
Pump Station Condition and Assessment Rating

Despite the station’s age, many components are still from the original installation including the base plate, enclosure, discharge piping, pump volutes, and a few other items. The discharge isolation and wafer check valves were replaced in 2010. The compressors and parts of the vacuum prime system have been replaced and the motors have been rebuilt. The enclosure-mounted fan was not working at the time of the site visit. O&M staff noted that they have replaced it several times. The heater in the station was present but O&M staff was unsure if it was working.

There were several spots where corrosion was present under the enclosure, especially in one corner. City staff noted that water collected in that corner so a hole was cut in the bottom of the base plate to drain the water. This may help drain the water, but it also creates a direct connection from the area under the enclosure to the wet well. The direct connection makes the space under the enclosure a Class I Div. 1 location, which the equipment is not rated for. This is a safety concern because if explosive fumes get into the enclosure area, the equipment has a potential to ignite the fumes.

City staff also noted that there have been a lot of electrical issues relating to the contacts in the electrical switches at this station. The electrical and controls are dated and are in need of replacement. We recommend adding telemetry to allow for remote monitoring of the station.

This station has reached the end of its useful life and needs to be replaced. Based on City O&M staff preference, we recommend replacing with the exact same type station. Installation is simplified by installing the same type of station because the force main connection is already in the wet well. This significantly reduces the amount of underground work required on this small site for the upgrade project.

Tacoma Blvd Pump Station

Capacity

Tacoma Blvd had a drawdown of approximately 2.3 feet in its 4-foot-diameter wet well. It took the pumps approximately 2.17 minutes to drawdown that volume and approximately 93 gallons entered the wet well during the drawdown. This equates to an approximate pumping capacity of 143 gpm.

The tested capacity was lower than the rated capacity of the pump. This could indicate that the pump impeller is worn, wear clearances have increased, or there is more head loss in the system than what the rated capacity anticipated. Typically, pumps operating at reduced capacity suffer from a combination of all three of the items above.

O&M staff did not note any capacity or storage related issues at this station, so the current capacity of the station was not further investigated.



Condition and Upgrade Recommendations

Tacoma Blvd is a classic S&L wet well with dry well tube and station chamber. The station was originally installed in 1970, and the pumps sit in a chamber approximately 20 feet below grade. The station sits on a small site at the intersection of 5th Avenue SW and Tacoma Blvd and appears to be in the right-of-way.

City O&M staff does not prefer this type of station because of its limited ingress and egress underground to the pump station equipment. The benefit of this type of station is that there is no need for small vacuum compressors to prime the pumps, which eliminates a potential point of failure.



Despite the station's age, many components are still from the original installation including the station tube, chamber and ladder, discharge piping, pump volutes, and a few other items. The original swing check valve has since been replaced. The original suction and discharge valves were replaced approximately 6 years ago.

The steel S&L dry well was in good condition from the interior but the external corrosion is unknown. The station was originally provided with two sacrificial magnesium anodes to help mitigate corrosion of the steel. They are reported to last up to 50 years by S&L which the age of the station is nearing. According to the station drawings, the anodes were connected at one of the joints in the entry tube. Since the tube has now shifted, it is unknown if the anodes are still connected to the dry well. Without anode protection, the dry well could be corroding from the outside in, which is very difficult to detect. If the corrosion becomes extensive enough, the dry well structure could fail causing station failure and a possible life-threatening issue is someone is in the station. Unless the station is replaced in the near future, we recommend performing non-destructive (ultrasonic or similar) testing on the steel dry wells to help determine if external corrosion could be impacting the dry well structural integrity.

The dry well fan operates continuously at approximately 45 cubic feet per minute (cfm) to help provide fresh air in the bottom of the wet well. National Fire Protection Agency (NFPA) 820 requires a minimum of six air changes per hour for sewer pump station dry wells below grade. For this station, the fan only provides approximately eight air changes per hour. The fan needs to provide at least 60 cfm in order to reach the required six air changes per hour.

The top portion of the station entry tube section shifted during an earthquake and now sits offset from the section below it. Since the tube shifted, the weld at that joint most likely failed. This could be a location that water could seep in and if another earthquake shifts it again, it could slip off the flange it currently sits on and become completely separated from each other. In addition, the ladder supports at the top of the pump room chamber have become separated from the ladder causing the ladder to be loose, which is a safety issue. A new support could be welded to the existing bracket, or a capacitor discharge stud weld could be used on the dry well wall without affecting the wall's exterior corrosion coating.



The electrical and controls are dated and in need of replacement. Puget Sound Energy (PSE) service is also noted to be a life safety personnel hazard due to the non-standard method the facility is connected to the utility. Since the electrical supply is not a typically connected service this could lend itself to the utility maintenance personnel potentially working on this system without a full understanding of the safety requirements for this type of connection. We recommend adding telemetry to allow for remote monitoring of the station.



This station has reached the end of its useful life and needs to be replaced. Based on City O&M staff preference, we recommend installing a S&L wet well mounted vacuum prime station similar to Sundown Meadows. The existing wet well could be reused by just removing the lid and setting the new station on top. The only underground work required would be to connect the new station discharge to the existing force main.

West Cedar Glen

Capacity

West Cedar Glen had a drawdown of approximately 1.67 feet in its 4-foot-diameter wet well. It took the pumps approximately 40 seconds to drawdown that volume and approximately 13 gallons entered the wet well during the drawdown. This equates to an approximate pumping capacity of 255 gpm.

The tested capacity was higher than the rated capacity of the pump. This could indicate that there is less head loss in the system than what the rated capacity anticipated and/or that the pump on/off floats are currently closer than they were initially set.



O&M staff did not note any capacity or storage related issues at this station, so the current capacity of the station was not further investigated.

Condition and Upgrade Recommendations

West Cedar Glen was a wet well mounted station with vacuum prime pumps when it was originally installed in 1989. The station was converted to a Hydromatic duplex submersible pump station in 1994. A new pump was purchased and installed in 2009 and the old pump was rebuilt and kept as a spare. The station sits on a very small site on 6th Avenue SW between Glacier and Chinook Avenue S.

Station: Tacoma Blvd
 Site Visit Date: 6/12/2017
 Civil/Site by: Joel Linke
 Mechanical by: Joel Linke
 Structural by: Steve Wagner
 Electrical/Controls by: Art Stokes

	Risk Criticality	Risk Frequency	Risk Detection Ability	Est. Remaining Useful Life (yrs)	General Condition	Risk Rating
Rank items based on 1 (low) to 5 (high)						
Civil/Site Items						
Vehicular Parking and Access	2	1	1	1	2	10
Personnel Access	1	1	1	1	1	4
Roadway traffic	2	1	1	1	1	8
Pedestrian safety	5	1	2	1	1	25
Security	3	1	4	2	2	27
Paving/Gravel	2	1	1	1	1	8
Grading/Drainage	4	1	1	1	1	16
						14 Risk Rating Average
Mechanical						
Pumps	4	2	2	3	2	36
Check Valves	3	2	3	3	2	30
Suction Valves	3	2	3	3	2	30
Discharge Valves	3	2	3	3	2	30
Piping/Fittings	2	1	2	2	2	14
Pipe Supports	3	2	2	3	3	30
Fan - Dry Well	4	2	3	4	3	48
Sump Pump	3	2	3	3	3	33
Small Piping	2	3	3	4	3	26
Dehumidifier	2	3	3	4	3	26
						30 Risk Rating Average
Structural						
Dry Well	4	1	5	3	4	52
Wet Well	4	2	3	3	4	48
Ladder- Drywell	5	1	5	3	3	60
Foundations/Equipment Pads	2	1	5	3	5	28
Cathodic Protection System	2	2	3	3	3	22
Other Wetwell Opening	1	1	5	3	5	14
Other Force main manhole	4	2	3	3	4	48

39 Risk Rating Average

Electrical/Controls

Lighting – Wet Well	3	2	1	1	4	24
Lighting – Dry Well	1	2	2	1	1	6
Conduits/Raceways/Exposed Conductors	1	1	1	3	1	6
Mech. Support for Elect. Equip.	1	1	1	3	1	6
Electrical Enclosures	2	2	2	4	1	18
Above Ground Control Panels - Conductors	4	4	4	5	5	72
Above Ground Control Panels – Environmental	2	2	2	5	5	28
Above Ground Control Panel - Components	3	3	3	5	5	48
Above Ground Control Equipment	3	3	3	5	5	48
Dry Well Control Panels - Conductors	3	3	2	4	3	36
Dry Well Control Panels – Environmental Control	2	2	2	5	2	22
Dry Well Control Panel - Components	2	2	2	5	1	20
Dry Well Control Equipment	2	2	2	5	1	20
Bubbler/Ultrasonic	1	1	1	3	1	6
Motors	2	2	2	5	2	22
Other Dry Well Arc Flash and Disconnect	5	5	5	5	5	100
Record any cord related issues	1	1	1	5	1	8
Maintenance of Classified Locations:						
Verification that equipment is rated	1	1	1	1	1	4
Seal-offs present and sealed	1	1	1	1	1	4

26 Risk Rating Average

Overall Risk Rating Average 27

Attachment C
Pump Station Record Drawing

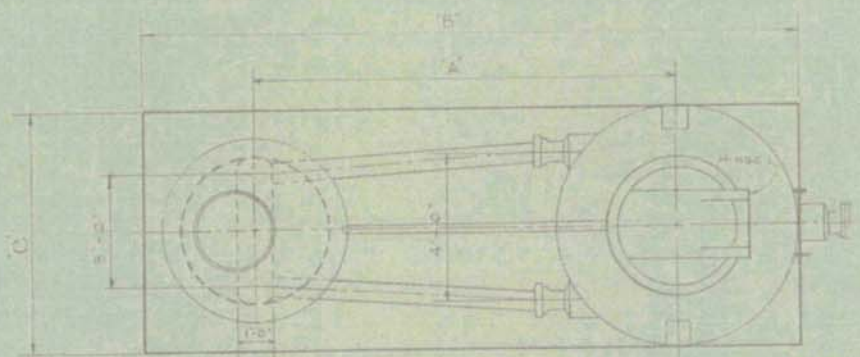
Tacoma Blvd Pump Station

TABLE I
ELEVATIONS

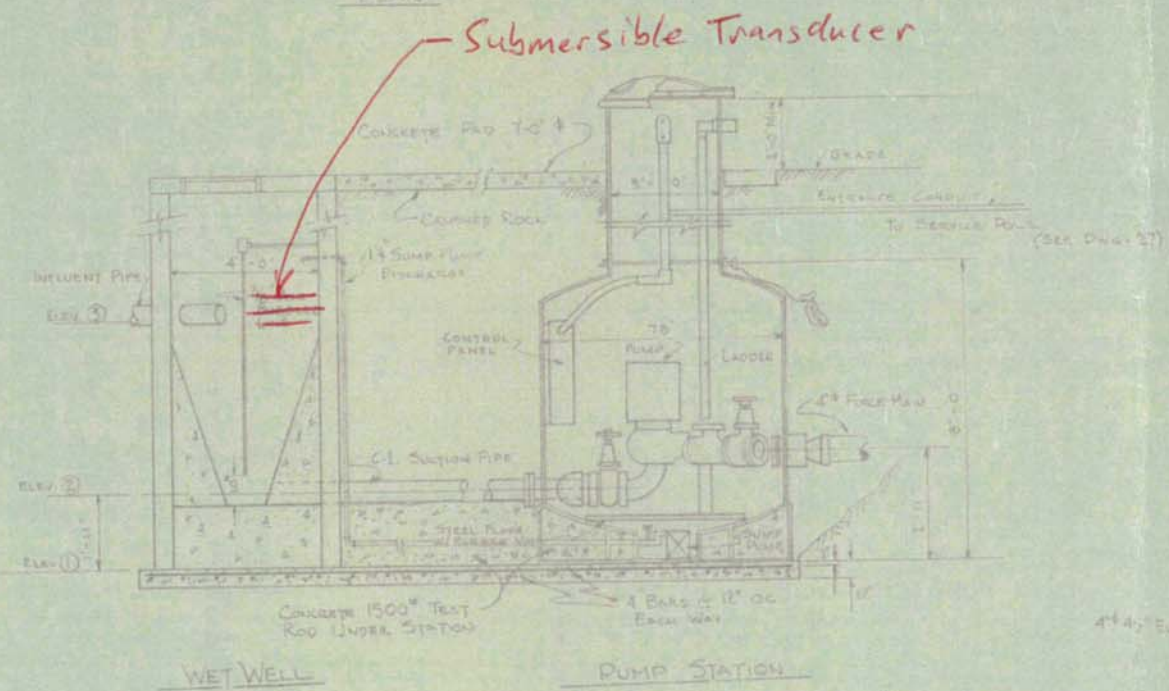
PUMP STA	ELEV ①	ELEV ②	ELEV ③
No 3	45.08	45.00	51.00 WEST
SCURDUE B			52.00 EAST
No 4	54.56	56.48	61.48 WEST
SCURDUE A			62.74 NORTH

TABLE II
DIMENSIONS

PUMP STA	A	B	C
No 3	15'-0"	8'-0"	7'-0"
SCURDUE B			
No 4	10'-6"	16'-0"	7'-0"
SCURDUE A			



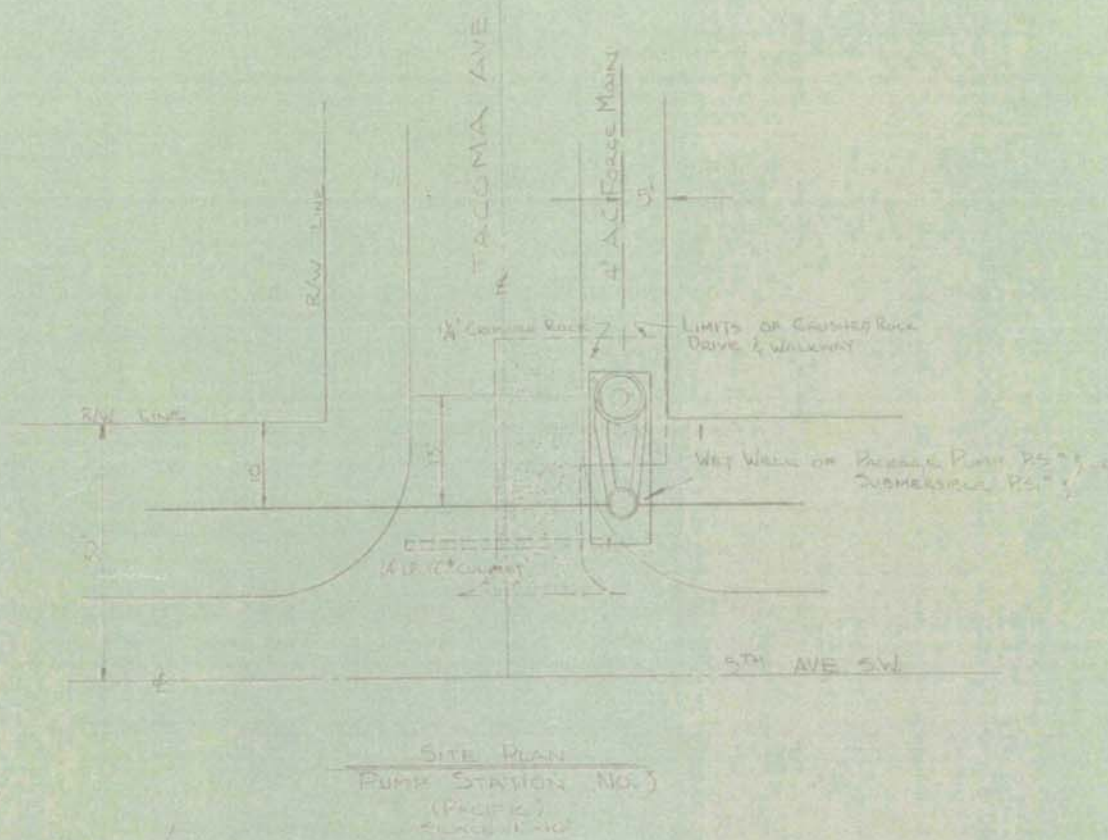
PLAN



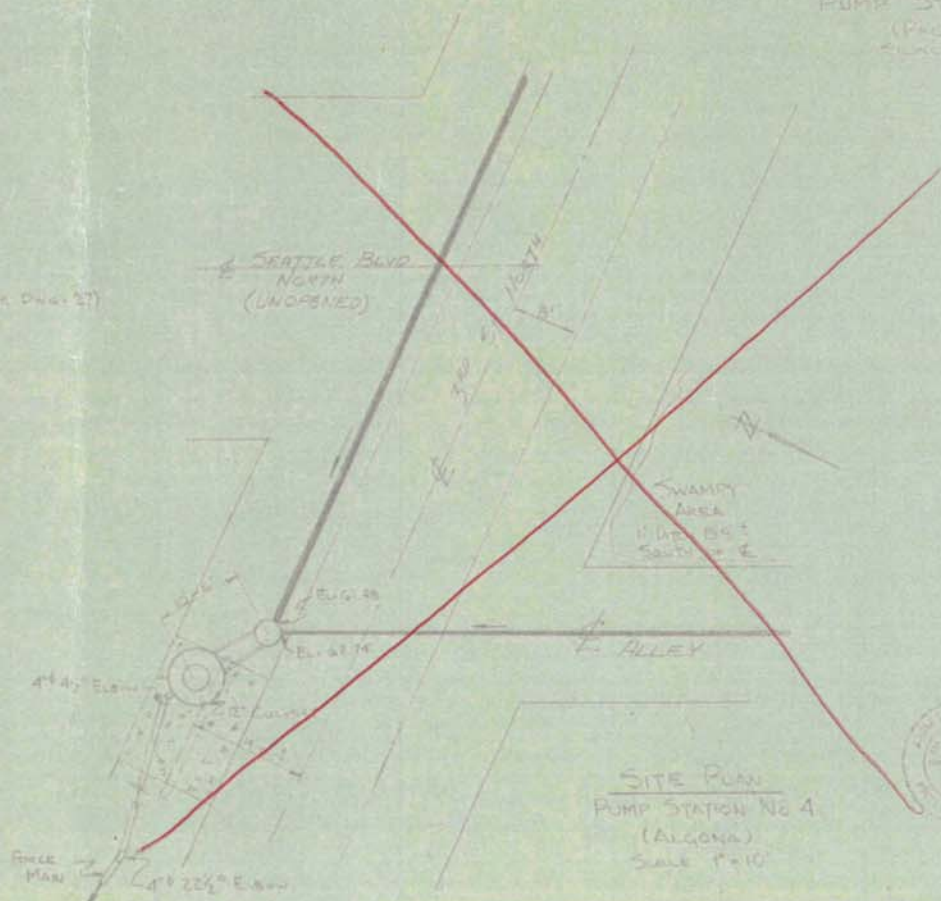
WET WELL

PUMP STATION

No SCALE



SITE PLAN
PUMP STATION NO. 3
(PUMP & WET WELL)
SCALE 1"=10'



SITE PLAN
PUMP STATION NO. 4
(ALGONA)
SCALE 1"=10'

R.I.D. PROJECT NOS. W5-WASH T6 (WS-WASH T5)
RWPCA PROJECT NO. WPC-WN-261

SCHEDULE A/B PUMP STATION DETAILS No. 3 & No. 4		
FOR CITY OF ALGONA - DRAINAGE SANITARY SEWER SYSTEM		
SLEAVIN-KORS ENGINEERS - SURVEYORS		
DATE 1-78	BY [Signature]	SCALE 1"=10'