



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee
FROM: Bob Giberson, Public Works Director
BY: David Sorensen, Project Manager
CC: Mayor Ekberg
DATE: April 7, 2017
SUBJECT: Cascade View Safe Routes to School Phase II
Project No. 91510302, Contract No. 16-023
Supplemental Agreement No. 2 for Construction Management Services

ISSUE

Execute Supplemental Agreement No. 2 with KPG, Inc. to provide construction management services for the Cascade View Safe Routes to School Phase II Project.

BACKGROUND

In September 2015, the City was awarded a federal grant as part of the Safe Routes to School Program that is to be used for Cascade View Elementary School Phase II. The project will provide construction of a roundabout at 33rd Ave S/S 140th St and sidewalks on the east side of 33rd Ave S between S 140th St and S 144th St and the south side of S 140th St between Military Rd S and 34th Ave S.

DISCUSSION

On February 16, 2016 the Council approved the contract with KPG to provide engineering design services for the project. KPG was selected to also provide construction management services as a supplement to the design contract.

FINANCIAL IMPACT

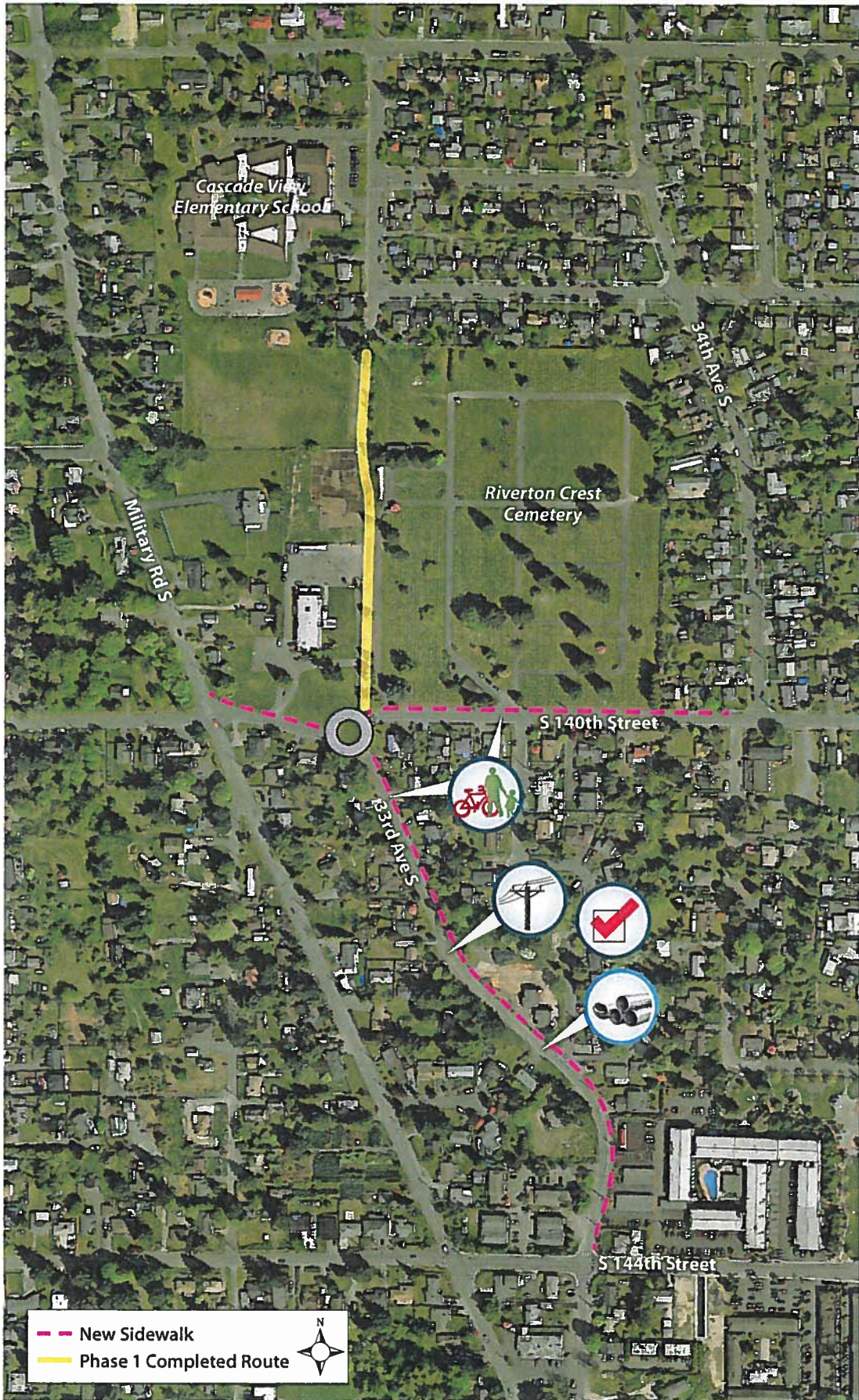
KPG has prepared the attached contract, scope of work, and fee estimate to provide the necessary construction management services for the Cascade View Safe Routes to School Phase II Project. The 2017 CIP has \$140,000 budgeted for construction management, but the estimated costs completed with the grant application are not sufficient to cover the updated cost estimates. As the project includes roadway and surface water improvements, additional budget will come from those two projects. The construction cost estimates are also higher than anticipated and funds may also be needed for the construction award.

Table with 3 columns: Description, Contract, Budget. Rows include KPG Supplement Agreement No. 2, 2017 Overlay/2017 Small Drainage Programs, and Total.

RECOMMENDATION

Council is being asked to approve Supplemental Agreement No. 2 with KPG, Inc. in the amount of \$180,387.80 for construction management services of the Cascade View Safe Routes to School Phase II Project and consider this item at the April 24, 2017 Committee of the Whole Meeting and subsequent May 1, 2017 Regular Meeting.

attachments: Vicinity Map
Page 4, 2017 CIP sheet
Supplemental Agreement No. 2



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2017 to 2022

PROJECT: Cascade View Safe Routes to School Phase II

Project No. 91510302
91210301

DESCRIPTION:

Construct an off-street, paved shared use path, sidewalks, and a traffic circle at 33rd Ave S and S 140th St. This route was identified in the Walking Audit prepared for the Cascade View school zone. S 140th St is one of the high priority missing sidewalk areas prioritized as part of the Walk and Roll Plan.

JUSTIFICATION:

Enhance safety for students walking to Cascade View Elementary School and encourage transportation choices for Cascade View neighborhood residents.

STATUS:

Phase I completed an off-street, paved shared use path between S 137th St and S 140th St in 2015 (91210301).

Phase II includes a traffic circle at 33rd Ave S/S 140th St. Also includes sidewalks on the east side of 33rd Ave S between S 140th St & S 144th St and the south side of S 140th St between Military Rd S and 34th Ave S.

MAINT. IMPACT:

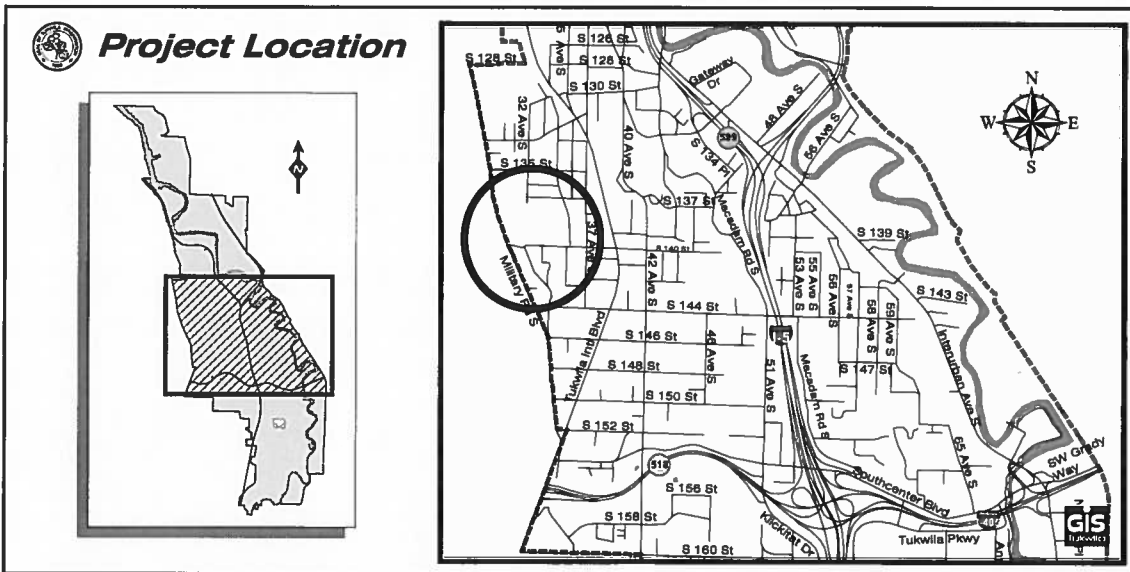
New trail, traffic circle, sidewalks, and drainage will need to be maintained.

COMMENT:

Phase II WSDOT Safe Routes to School Federal grant for \$839K. Mitigation of \$37k from Orcas Homes.

Phase I included a WSDOT Safe Routes to School State grant for \$428K.

FINANCIAL (in \$000's)	Through		Estimated	2017	2018	2019	2020	2021	2022	BEYOND	TOTAL
	2015	2016	2016								
EXPENSES	Phase I	Phase II	Phase II								
Design	84	125	20								229
Land (R/W)	65										65
Const. Mgmt.	89		140								229
Construction	310		654								964
TOTAL EXPENSES	548	125	814	0	0	0	0	0	0	0	1,487
FUND SOURCES											
Awarded Grant	404	125	714								1,243
School District Grant	22										22
Proposed Grant											0
Mitigation		37									37
City Oper. Revenue	122	(37)	100	0	0	0	0	0	0	0	185
TOTAL SOURCES	548	125	814	0	0	0	0	0	0	0	1,487





**Washington State
Department of Transportation**

Supplemental Agreement Number <u>2</u>		Organization and Address	
Original Agreement Number 16-023(b)		KPG, Inc. 3131 Elliott Avenue, Suite 400 Seattle WA 98121 Phone: 206.286.1640	
Project Number 91510302	Execution Date 2/17/2016	Completion Date 12/31/2017	
Project Title Cascade View Safe Routes to School Phase 2	New Maximum Amount Payable \$318,593.10		
Description of Work Provide Construction Management Services.			

The Local Agency of City of Tukwila
desires to supplement the agreement entered in to with KPG, Inc.
and executed on 2/17/2016 and identified as Agreement No. 16-023

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
Provide Construction Management Services in accordance with attached Exhibit A.


II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No Change.

III

Section V, PAYMENT, shall be amended as follows:
Payment for this work shall not exceed \$180,387.80 as shown in Exhibit B without prior authorization from the City.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below, and return to this office for final action.

By: 

By: _____

Nelson Davis, KPG
Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$52,049.91	\$62,292.18	\$114,342.09
Overhead (Including Payroll Additives)	\$68,440.42	\$81,907.97	\$150,348.39
Direct Non-Salary Costs	\$2,100.00	\$17,500.00	\$19,600.00
Fixed Fee	\$15,614.97	\$18,687.65	\$34,302.62
Total	\$138,205.30	\$180,387.80	\$318,593.10

EXHIBIT A

Construction Management Services

Scope of Work

January 3, 2017

City of Tukwila

Cascade View SRTS – Phase 2

This work will provide construction management services for the construction contract to complete the City of Tukwila Cascade View SRTS – Phase 2 project. These services will include design support, project management, documentation control, inspection, materials testing, public involvement, and contract administration during the construction of the project, as detailed below. KPG (“Consultant”) will provide to the City of Tukwila (“City”) construction management services for the project.

A detailed scope for the Contract follows:

I. INTRODUCTION

The following scope of services and associated costs are based upon the assumptions outlined below.

General Assumptions:

- The **proposed project team** will include one part-time documentation control specialist, a part-time resident engineer during construction activities, a full-time inspector, sub-consultants to provide services for materials testing, and other supporting tasks as deemed necessary. It is anticipated that full-time site observation will be required for the entirety of the project.
- The level of service is based on a construction project duration of approximately **80 working days**.
- KPG estimates a total project duration of 115 working days (23 weeks) including preconstruction service, construction services, and project closeout. No suspensions or stop work periods are anticipated during this duration.
- It is anticipated that the KPG will update and modify the Record of Materials (ROM) . This scope of services provides the management of the ROM and scheduling of required materials testing respectively.
- It is anticipated that the City will review and execute the insurance, bonds, and the Construction Contract.
- KPG will do all public outreach, and ensure affected residents are notified of impending contractor activities by door to door and or A-board signs that include date, hours of work, and a KPG staff phone number to call for questions.
- The design engineers from KPG will be available during construction to answer questions during

EXHIBIT A

construction and review RAM's, shop drawings, and answer RFI's as required.

- Services will be performed in accordance with the Contract plans & special provisions, and City engineering standards.

II. SCOPE OF WORK

The objective and purpose of this Construction Management Services Agreement is for the Consultant to successfully deliver the construction of the Project to the City by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as may be amended or revised, that all of the required Project documentation is accounted for.

TASK 1 – MANAGEMENT/COORDINATION/ADMINISTRATION

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- Review monthly expenditures and CM team scope activities. Prepare and submit project progress letters to the City along with invoices describing CM services provided each month. Prepare and submit reporting required by funding source.

Deliverables

- *Monthly invoices and progress reports*

TASK 2 – PRECONSTRUCTION SERVICES

- 2.1 **Preconstruction Conference:** The Consultant will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City's offices. The Consultant's project engineer, resident engineer, inspector, and document control specialist will attend the preconstruction conference. The Consultant will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.

At the Pre-construction conference, the Consultant shall facilitate discussions with the Contractor concerning the plans, specifications, schedules, issues with utilities, unusual conditions, Federal, State, and local requirements and any other items that will result in better project understanding among the parties involved.

Deliverables

- Preconstruction conference agenda with meeting minutes

TASK 3 – CONSTRUCTION SERVICES - FIELD

- 3.1 **On-site Observation:** The Consultant shall provide the services of one full time inspector during construction activities and other tasks necessary to monitor the progress of the work. Construction staff shall oversee the following items of work, on the

EXHIBIT A

project site, and will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and the City:

- Preparation to include mobilization and clearing and grubbing
- Erosion Control
- HMA grinding and paving
- Driveways, curb, gutter and sidewalk
- And all incidental items necessary to complete the Work as described in the Plans and/or Specifications.

Field inspection staff will perform the following duties as a matter of their daily activities:

- i. Observe technical conduct of the construction, including providing day-to-day contact with construction contractor, City, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.
- ii. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance. Advise the City of any non-conforming work observed during site visits.
- iii. Document all material delivered to the job site in accordance with the contract documents.
- iv. Prepare daily inspection reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information.
- v. Interpret Contract Documents in coordination with the City and KPG.
- vi. Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
- vii. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
- viii. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
- ix. Prepare field records and documents to help assure the Project is administered in accordance with the funding requirements.
- x. Collect and calculate delivery tickets and salesman's daily reports of aggregate. All tickets will be initialed with correct bid item and stationing identified (Construction Manual 10-2).
- xi. Attend and actively participate in regular on-site weekly construction meetings.
- xii. Take periodic digital photographs during the course of construction, and record locations.
- xiii. Coordinate with the City's maintenance personnel.
- xiv. Punch list. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate

EXHIBIT A

final inspection with those agencies.

Assumptions:

- Consultant will provide observation services for the days/hours that the contractor's personnel are on-site.
 - Consultant will provide qualified personnel for inspection of all bid item work.
 - The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work, and pursue the other remedies in the interests of the City, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractors' performance, and it is understood that Consultant shall assume no responsibility for: proper construction means, methods, techniques; project site safety, safety precautions or programs; or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or City's expectations.
- 3.2 **Substantial Completion:** Upon substantial completion of work, coordinate with the City and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punchlist' of items to be completed. A punchlist and Certificate of Substantial Completion will be prepared by the Consultant and issued by the City.
- 3.3 **Materials Testing:** Coordinate the work of the materials testing technicians and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and address deficiencies. Frequency of testing shall be determined by the resident engineer.

Deliverables

- Daily Construction Reports with project photos – submitted on a weekly basis
- Punch List, Certificate of Substantial Completion
- Review test reports for compliance

TASK 4.1 – CONSTRUCTION SERVICES – OFFICE

- A. **Document Control.** Original documentation will be housed at the Consultant's office, and filed in accordance with standard filing protocol. A copy of working files will be maintained in the field office.

Document Control consists of:

- Final Estimate (Approving Authority File)
 - Comparison of Preliminary and Final Quantities (Approving Authority File)
 - Final Records (Approving Authority File)
 - Record of Material Samples and Tests
 - Affidavit of Wages Paid
 - Release for the Protection of Property Owners and General Contractor
- B. **Project Coordination:** Liaison with City, construction contractor, engineer, utilities and property owners on a regular basis to discuss project issues and status.
- C. **Plan Interpretations:** Provide technical interpretations of the drawings, specifications, and contract documents, and evaluate requested deviations from the approved design or

EXHIBIT A

- specifications. Coordinate with City for resolution of issues involving scope, schedule, and/or budget changes.
- D. **Weekly Meetings:** Lead weekly meetings, including preparation of agenda, meeting minutes, and distribution of minutes to attendees. Outstanding issues to be tracked on a weekly basis.
- E. **Initial Schedule Review:** Perform detailed schedule review of contractor provided CPM for conformance with the contract documents.
- F. **Lump Sum Breakdown:** Evaluate construction contractors' Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Lump Sum Breakdowns for payment each month will be calculated with detailed data.
- G. **Monthly Pay Requests:** Prepare monthly requests for payment, review with the City, contractor and approve as permitted. Utilize City provided format for pay estimates, or Consultant format.
- H. **Monthly Schedule Review:** At the monthly cutoff, review contractor's updated schedule and compare with field-observed progress, as described in Section 1-08 of the Special Provisions. In addition, perform schedule analysis on contractor provided CPM updates and review schedule for delays and impacts. Coordinate with Contractor in the development of recovery schedules, as needed, to address delays caused by either events or issues within the Contractor's control or other events or issues beyond the Contractor's control.
- I. **Certified Payroll:** Process and track all certified payroll per State Prevailing Wage Requirements. This includes verifying the initial payroll for compliance and 10% of all payrolls submitted thereafter. Tracking payroll each week.
- J. **Weekly Statement of Working Days:** Prepare and issue weekly statement of working day report each week.
- K. **Subcontractor Documentation:** Process / Approve all required subcontractor documentation. Request to Sublets will be verified and logged. This includes checking System Award Management System (SAMS), verifying business licensing, reviewing insurance documentation, verifying city business licensing, Intent to Pay Prevailing Wage and Affidavit of Wages Paid. All subcontractor documentation will be logged into KPG's subcontractor logs.
- L. **Record Drawings:** Review record drawings prepared by the Contractor, and prepare a conformed set of project record drawings based on Contractor provided information and from inspection notes. Record drawings to be verified on a monthly basis, as part of the progress payment to the Contractor. Upon project completion, contractor provided markups will be verified for completeness and supplemented with inspection information. The Consultant will provide the marked up plan sheets with both the contractors and inspectors as-built information. Revisions to the CAD drawings will be based on these construction records.
- M. **Physical Completion Letter:** Following completion of all punchlist work, prepare physical completion letter to the contractor, and recommend that City and/or Utilities accept the project.
- N. **Project Closeout:** Transfer all project documents to the City for permanent storage.
- Schedule review comments
 - As-built schedule
 - Meeting agendas and notes
 - Monthly Pay Estimates

EXHIBIT A

- Subcontractor Packets
- Cost Projection
- Physical Completion Letter
- Final Project Documents

TASK 4.2 – SUBMITTAL/RFI PROCESSING

- Submittals:** Coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents. Key submittals to be transmitted to the City for their review and approval. Submittals shall be logged and tracked.
- Request for Information (RFI):** Review and respond to RFI's. RFI's shall be logged and tracked.
- Record of Materials (ROM):** Utilize ROM prepared by WSDOT and update based on Special Provisions and Plans for use on the project, based on the contract specifications. The ROM will be maintained by the Resident Engineer. The ROM will track all of the materials delivered to the site including manufacturer/supplier, approved RAM's, QPL items, material compliance documentation, and all other required documentation.

Deliverables

- Submittal log
- RFI Log
- Completed Record of Material for Material Certification

TASK 4.3 – CHANGE MANAGEMENT

- Case Log:** Develop and maintain a case log which includes change orders, RFP's, Field Work Directives
- Change Orders:** Develop change orders and provide technical assistance to negotiate change orders, and assist in resolution of disputes which may occur during the course of the project. Each change order will be executed in accordance with WSDOT Standard Specifications and contain the following:
 - Change order
 - Independent Cost Estimate
 - Time Impact Analysis
 - Contractor's Pricing
 - Verbal Approval Memo
 - Back up documentation
- Field Work Directives:** Prepare field work directives as necessary to keep the contractor on schedule.
- Minor Change Orders:** Develop minor change orders per WSDOT Standard Specifications. Each minor change order will be executed and contain the following:
 - Independent Cost Estimate
 - Verbal Approval Memo
 - Back up documentation
- Force Account:** Track contractor force account labor, equipment and materials. All force account calculations will be verified by the engineer and double checked by the documentation specialist.

EXHIBIT A

Deliverables

- Change Order(s)
- Case Management Log
- RFI Log
- Minor Change Order(s)
- Force Account Records

Exhibit B

Consultant Fee Determination

Project Name: City of Tukwila
Cascade View SRTS - Phase 2
Supplement 2 - Construction Services

Consultant: KPG

COST PLUS FIXED FEE

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	23 \$	70.69 \$	1,625.87
Project Engineer	324 \$	51.00 \$	16,524.00
Design Engineer	80 \$	43.26 \$	3,460.80
CAD Technician	16 \$	29.50 \$	472.00
Construction Inspector	736 \$	29.50 \$	21,712.00
Survey Crew	0 \$	58.00 \$	-
Document Specialist	260 \$	46.75 \$	12,155.00
Office Admin	215 \$	29.50 \$	6,342.50
Total Direct Salary Cost (DSC)	1,654		\$ 62,292.17
Overhead (131.49% x DSC)			\$ 81,907.98
Fixed Fee (30% x DSC)			\$ 18,687.65
		Subtotal:	\$162,887.80

REIMBURSABLES

Mileage	\$1,500
Miscellaneous - Mileage, Repro, Field Supplies	\$1,000
Subtotal:	\$2,500

SUBCONSULTANT COSTS

Material Testing Allowance	\$15,000
Subtotal:	\$15,000

TOTAL **\$ 180,387.80**

