



**City of Tukwila  
Transportation and  
Infrastructure Committee**

- ❖ **Zak Idan, Chair**
- ❖ **Kate Kruller**
- ❖ **Thomas McLeod**

<b>Distribution:</b> Z. Idan K. Kruller T. McLeod K. Hougardy D. Robertson Mayor Ekberg D. Cline R. Bianchi L. Humphrey H. Hash H. Ponnekanti G. Labanara	H. Kirkland B. Still R. Turpin A. Youn Clerk File Copy 2 Extra  Place pkt pdf on Z:\Trans & Infra Agendas e-mail cover to: A. Le, C. O'Flaherty, A. Youn, B. Saxton, S. Norris, L. Humphrey, Z. Idan
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# AGENDA

**TUESDAY, MAY 7, 2019 – 5:30 PM**

**HAZELNUT CONFERENCE ROOM  
(EAST ENTRANCE OF CITY HALL)**

Item	Recommended Action	Page
<b>1. PRESENTATIONS</b>		
<b>2. BUSINESS AGENDA</b>		
a) 2019 Overlay and Repair Program Construction Bid Award	a) Forward to 5/20/19 Consent Agenda	Pg. 1
b) 2019 Overlay and Repair Program Amendment No. 2 for Construction Management Services	b) Forward to 5/20/19 Consent Agenda	Pg. 11
c) 53 <sup>rd</sup> Ave S Project Construction Management Amendment No. 6 with KPG	c) Forward to 5/20/19 Consent Agenda	Pg. 21
d) 42 <sup>nd</sup> Ave S Phase III & Gilliam Creek Culvert Change Order No. 4 with Active Construction	d) Forward to 5/20/19 Consent Agenda	Pg. 29
e) Waste Management Waste Management Contract Status Update	e) Discussion Only	Pg. 35
<b>3. SCATBd/RTC</b>		
<b>4. MISCELLANEOUS</b>		
<b>5. ANNOUNCEMENTS</b>		
	<b>Future Agendas:</b>	

**Next Scheduled Meeting: Tuesday, May 21, 2019**


*The City of Tukwila strives to accommodate individuals with disabilities.  
Please contact the Public Works Department at **206-433-0179** for assistance.*





INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee
FROM: Henry Hash, Public Works Director
BY: Scott Bates, Traffic Engineering Coordinator
CC: Mayor Ekberg
DATE: May 3, 2019
SUBJECT: 2019 Overlay and Repair Program
Project No. 91910401
Bid Award

ISSUE

Award the bid for construction of the 2019 Overlay and Repair Program.

BACKGROUND

The Overlay and Repair Program preserves and maintains the street structure in a safe and useable condition. Construction will include pavement repairs and an asphalt overlay at seven locations citywide including the Fort Dent parking lot and the pavement repair on Andover Park East due to the recent water main break.

ANALYSIS

A call for bids was advertised for the 2019 Overlay and Repair Program on April 2 and 9, 2019. Two bids were opened on April 16, 2019. The lowest apparent bidder was Tucci and Sons, Inc. with a bid of \$1,211,916.50. The Engineer's Estimate was \$1,183,515.00. The 2019 Overlay Program also included a bid additive "D" for the overlay of S 124th St at 50th Place S and Tucci's additive bid of \$74,848.00 was below the engineer's estimate of \$81,761.00. There were no bidding errors. With significant ADA and pedestrian signal improvements triggered as part of this project, staff will supplement the 2019 Overlay Program with budget funds from the Annual Traffic Signal and ADA Program.

FINANCIAL IMPACT AND BID SUMMARY (All amounts include sales tax)

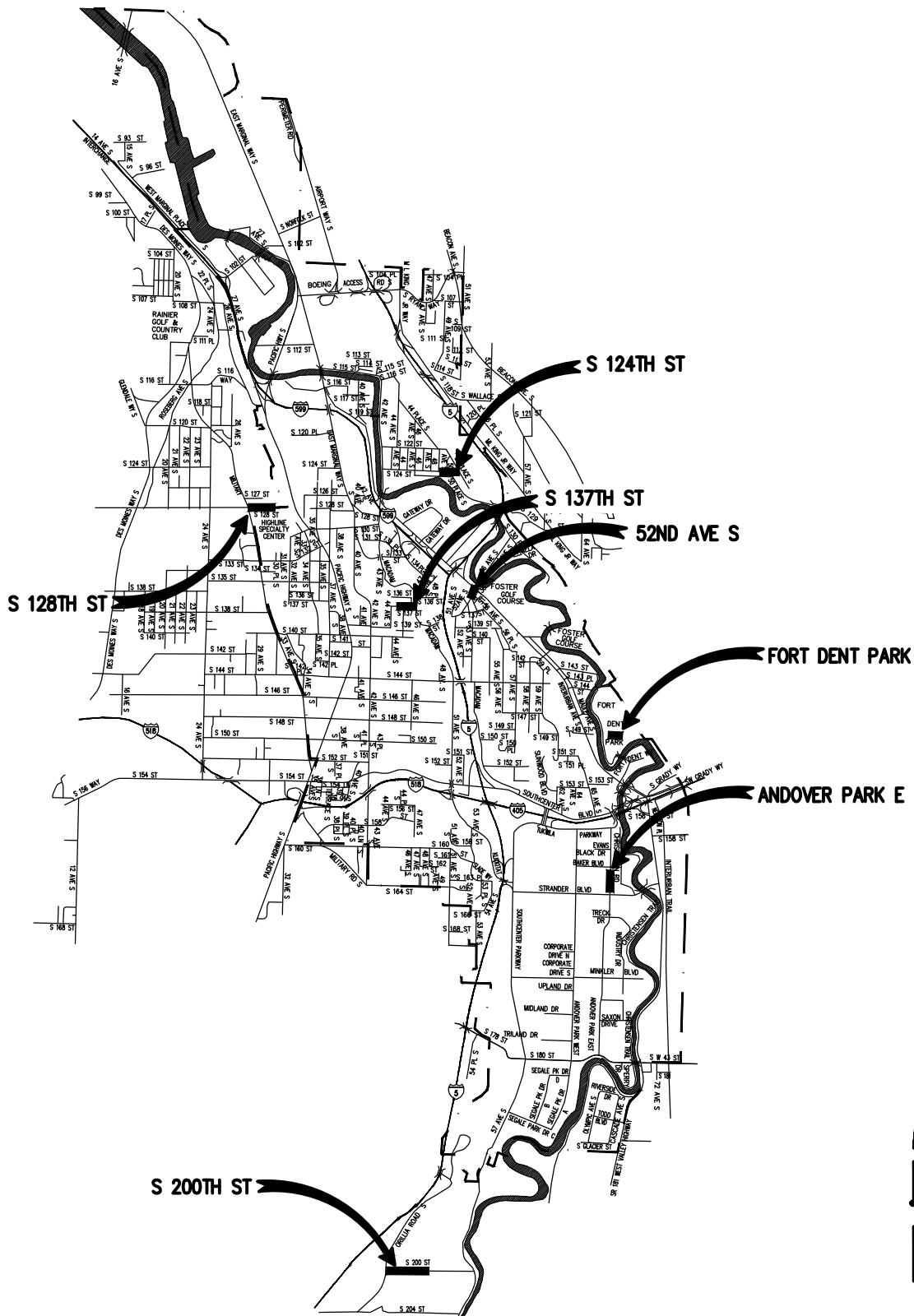
Table with 4 columns: Bid Results, Engineer's Estimate, 2019 Budget. Rows include Bid Schedule A, B, C, D, Contingency, Annual Signal Programs, ADA Program, and Total.

RECOMMENDATION

Council is being asked to award construction of the 2019 Overlay and Repair Program to Tucci and Sons, Inc. in the amount of \$1,211,916.50, and with bid additive "D" for \$74,848.00, for a total contract amount of \$1,286,764.50 and to consider this item on the Consent Agenda of the May 20, 2019 Regular Meeting.

ATTACHMENTS

- Vicinity Map
2019 CIP Pages 16, 18, 19, 32
Bid Tabulation



2019 Overlay Program  
Vicinity Map



## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2019 to 2024

**PROJECT:** Annual Overlay and Repair Program Project No. 9xx10401

**DESCRIPTION:** Select, design and construct asphalt and concrete pavement overlays of arterial and residential streets.

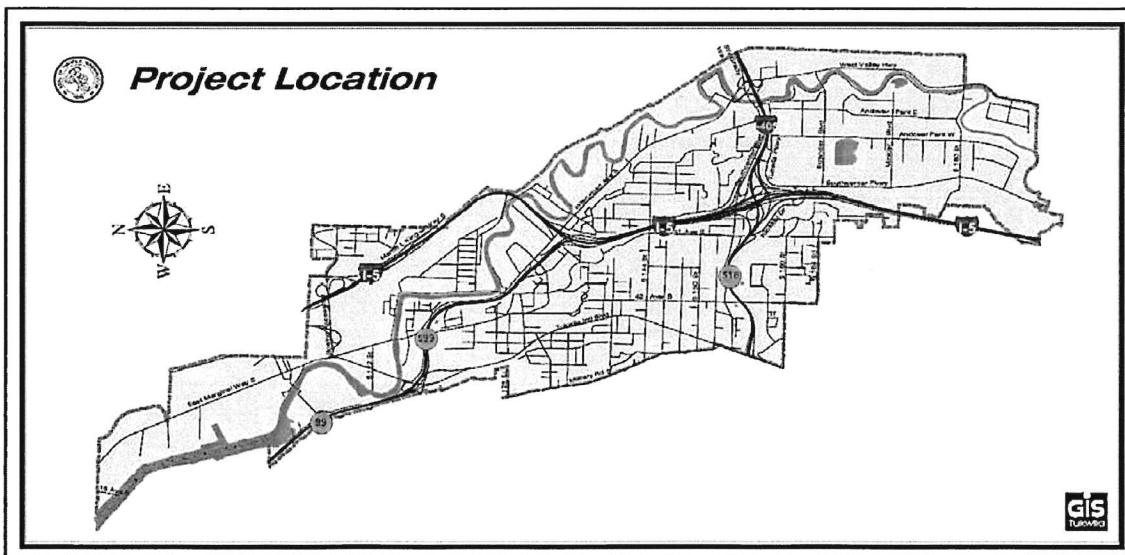
**JUSTIFICATION:** Preserve and maintain the street structure in a safe and useable state by resurfacing before failure which also minimizes costs. Some individual sites may be coordinated with water, sewer, and surface water projects.

**STATUS:** Each year various sections of roadway throughout the City are designed and constructed for asphalt overlay.

**MAINT. IMPACT:** Reduces annual maintenance.

**COMMENT:** Ongoing project. Only one year actuals shown in first column.

FINANCIAL (in \$000's)	Through 2017	Estimated 2018	2019	2020	2021	2022	2023	2024	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	149	150	150	150	150	150	150	150	150	1,349
Land (R/W)										0
Const. Mgmt.	151	200	200	200	200	200	200	200	200	1,751
Construction	526	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	8,926
<b>TOTAL EXPENSES</b>	<b>826</b>	<b>1,400</b>	<b>1,400</b>	<b>1,400</b>	<b>1,400</b>	<b>1,400</b>	<b>1,400</b>	<b>1,400</b>	<b>1,400</b>	<b>12,026</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
City Oper. Revenue	826	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	12,026
<b>TOTAL SOURCES</b>	<b>826</b>	<b>1,400</b>	<b>1,400</b>	<b>1,400</b>	<b>1,400</b>	<b>1,400</b>	<b>1,400</b>	<b>1,400</b>	<b>1,400</b>	<b>12,026</b>



## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2019 to 2024

**PROJECT:** **Americans with Disabilities Act (ADA) Improvements** Project No. 91210405

**DESCRIPTION:** Construct ADA compliant upgrades to City infrastructure in conjunction with a City developed plan.

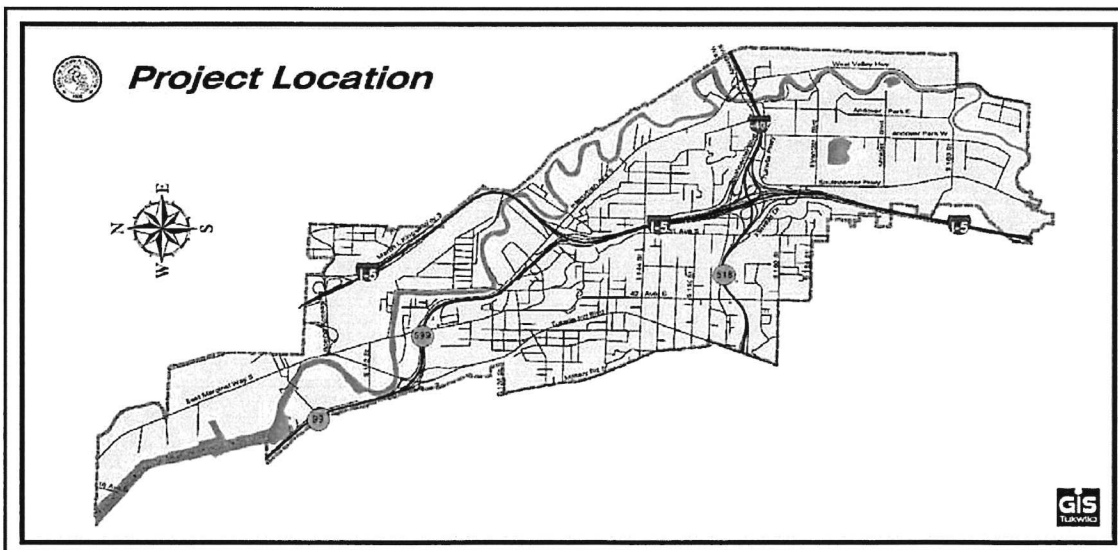
**JUSTIFICATION:** The enforcement of ADA laws and standards was delayed pending legal challenges and studies. Recent court rulings now mandate ADA compliance. The City must provide upgrades with most construction projects.

**STATUS:** Provide annual funding to construct improvements as necessary. Began the ADA Transition Plan in 2016 with adoption in 2017. The goal is to resolve ADA compliance issues within a reasonable time period.

**MAINT. IMPACT:** Negligible.

**COMMENT:** Project will be ongoing until City facilities and infrastructure meet ADA requirements. This will also include ADA compliance by utilities and private development.

FINANCIAL (in \$000's)	Through 2017	Estimated 2018	2019	2020	2021	2022	2023	2024	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	228	25	15	15	25	25	25	25	25	408
Land (R/W)										0
Const. Mgmt.	25	25	10	10	25	25	25	25	550	720
Construction	103	150	25	25	150	150	150	150	4,000	4,903
<b>TOTAL EXPENSES</b>	<b>356</b>	<b>200</b>	<b>50</b>	<b>50</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>4,575</b>	<b>6,031</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Traffic Impact Fees										0
City Oper. Revenue	356	200	50	50	200	200	200	200	4,575	6,031
<b>TOTAL SOURCES</b>	<b>356</b>	<b>200</b>	<b>50</b>	<b>50</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>4,575</b>	<b>6,031</b>



## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2019 to 2024

**PROJECT:** Annual Traffic Signal Program

Project No. 8xx10404

**DESCRIPTION:** Design and construct traffic signal upgrades and repairs of signals that exceed routine maintenance work; loop replacement, head replacement, and controllers. Replace direct bury cable for existing lighting system.

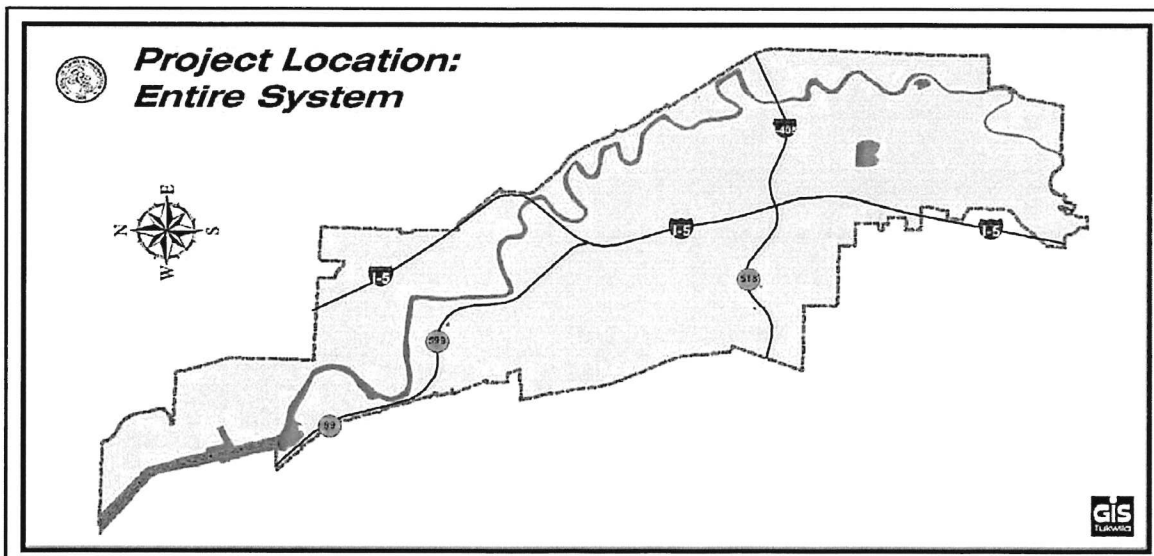
**JUSTIFICATION:** City is adding traffic signals to inventory every year.

**STATUS:** LEDs are on a 4 to 5 year replacement cycle. Work includes adding additional signal heads, luminaires, loop repairs, and controller upgrades including signal timing and coordination plans.

**MAINT. IMPACT:** Reduces maintenance costs. Preventative maintenance on every traffic signal is required to be completed quarterly.

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

FINANCIAL (in \$000's)	Through 2017	Estimated 2018	2019	2020	2021	2022	2023	2024	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	25	35	40	45	45	50	50	50	50	390
Land (R/W)										0
Const. Mgmt.	14									14
Equipment/Const.	39	5	80	80	80	80	80	80	80	604
<b>TOTAL EXPENSES</b>	<b>78</b>	<b>40</b>	<b>120</b>	<b>125</b>	<b>125</b>	<b>130</b>	<b>130</b>	<b>130</b>	<b>130</b>	<b>1,008</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Traffic Impact Fees										0
City Oper. Revenue	78	40	120	125	125	130	130	130	130	1,008
<b>TOTAL SOURCES</b>	<b>78</b>	<b>40</b>	<b>120</b>	<b>125</b>	<b>125</b>	<b>130</b>	<b>130</b>	<b>130</b>	<b>130</b>	<b>1,008</b>



## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2019 to 2024

**PROJECT:** Fort Dent Park

Project Nos. 90330107

**DESCRIPTION:** 52-acre regional park requires ongoing capital and maintenance improvements. King County transferred Fort Dent Park to the City in 2003. Concessionaire agreement with Starfire Sports to operate the complex.

**JUSTIFICATION:** City is responsible for maintenance of the picnic area, parking lot, trail, pond, and all major park repairs and infrastructure.

**STATUS:** Funding of approximately \$125K per year through 2019 is for a phased approach to parking lot repairs in conjunction with the City's Annual Overlay and Repair Program.

**MAINT. IMPACT:** Approximately 1,750 staff hours per year.

**COMMENT:** 1% Municipal Arts Fund for City funded construction costs to be included.

FINANCIAL (in \$000's)	Through 2017	Estimated 2018	2019	2020	2021	2022	2023	2024	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	343	10	10							363
Land (R/W)										0
Const. Mgmt.		15	15							30
Construction	1,674	100	100							1,874
<b>TOTAL EXPENSES</b>	<b>2,017</b>	<b>125</b>	<b>125</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,267</b>
<b>FUND SOURCES</b>										
Awarded Grant	694									694
Parking Taxes	50									50
Mitigation Actual										0
Mitigation Expected										0
REET 1 Funds	1,273	125	125	0	0	0	0	0	0	1,523
<b>TOTAL SOURCES</b>	<b>2,017</b>	<b>125</b>	<b>125</b>	<b>0</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,267</b>





**2019 Overlay and Repair Program**  
**Project No. 91910401**

*Bid Tabulation*  
 Tuesday, April 16, 2019



Bid Item No.	Section No.	Item	Enineer Estimate			Tucci & Sons, Inc.			Lakeside Industries, Inc.		
			Total Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
<b>ROADWAY (SCHEDULE A)</b>											
A1	1-04	Unexpected Site Changes	1	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
A2	1-05	ADA Features Surveying	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 15,425.00	\$ 15,425.00
A3	1-07	Resolution of Utility Conflicts	1	FA	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
A4	1-07	SPCC Plan	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 2,000.00	\$ 2,000.00
A5	1-09	Mobilization	1	LS	\$ 90,000.00	\$ 90,000.00	\$ 93,000.00	\$ 93,000.00	\$ 93,000.00	\$ 139,000.00	\$ 139,000.00
A6	1-10	Project Temporary Traffic Control	1	LS	\$ 90,000.00	\$ 90,000.00	\$ 92,200.00	\$ 92,200.00	\$ 92,200.00	\$ 110,000.00	\$ 110,000.00
A7	1-10	Off-Duty Uniformed Police Officer	75	HR	\$ 120.00	\$ 9,000.00	\$ 130.00	\$ 9,750.00	\$ 9,750.00	\$ 100.00	\$ 7,500.00
A8	2-02	Cement Conc. Sidewalk Removal Incl. Haul	230	SY	\$ 60.00	\$ 13,800.00	\$ 53.00	\$ 12,190.00	\$ 12,190.00	\$ 60.00	\$ 13,800.00
A9	2-02	Cement Conc. Curb Removal Incl. Haul	560	LF	\$ 25.00	\$ 14,000.00	\$ 11.00	\$ 6,160.00	\$ 6,160.00	\$ 30.00	\$ 16,800.00
A10	2-02	Removal of Structure and Obstruction	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 2,500.00	\$ 2,500.00
A11	2-02	Roadway Excavation Incl. Haul	460	CY	\$ 90.00	\$ 41,400.00	\$ 46.00	\$ 21,160.00	\$ 21,160.00	\$ 75.00	\$ 34,500.00
A12	2-03	Unsuitable Foundation Excavation Incl. Haul	60	CY	\$ 95.00	\$ 5,700.00	\$ 80.00	\$ 4,800.00	\$ 4,800.00	\$ 75.00	\$ 4,500.00
A13	2-03	Gravel Borrow Incl. Haul	140	TON	\$ 25.00	\$ 3,500.00	\$ 55.00	\$ 7,700.00	\$ 7,700.00	\$ 25.00	\$ 3,500.00
A14	4-04	Crushed Surfacing Top Course	400	TON	\$ 60.00	\$ 24,000.00	\$ 61.00	\$ 24,400.00	\$ 24,400.00	\$ 35.00	\$ 14,000.00
A15	5-04	Pavement Repair Excavation Incl. Haul	140	CY	\$ 90.00	\$ 12,600.00	\$ 204.00	\$ 28,560.00	\$ 28,560.00	\$ 75.00	\$ 10,500.00
A16	5-04	HMA Cl. 1 1/2" PG 64-22	3,000	TON	\$ 100.00	\$ 300,000.00	\$ 98.00	\$ 294,000.00	\$ 294,000.00	\$ 110.00	\$ 330,000.00
A17	5-04	HMA for Pavement Repair Cl. 1 1/2" PG 64-22	210	TON	\$ 150.00	\$ 31,500.00	\$ 145.00	\$ 30,450.00	\$ 30,450.00	\$ 140.00	\$ 29,400.00
A18	5-04	Temporary Pavement	5	TON	\$ 175.00	\$ 875.00	\$ 160.00	\$ 800.00	\$ 800.00	\$ 200.00	\$ 1,000.00
A19	5-04	Thickened Edge	430	LF	\$ 3.00	\$ 1,290.00	\$ 1.50	\$ 645.00	\$ 645.00	\$ 2.00	\$ 860.00
A20	5-04	Planing Bituminous Pavement	12,870	SY	\$ 5.00	\$ 64,350.00	\$ 6.50	\$ 83,655.00	\$ 83,655.00	\$ 6.50	\$ 83,655.00
A21	7-12	Adjust Water Valve	29	EA	\$ 500.00	\$ 14,500.00	\$ 870.00	\$ 25,230.00	\$ 25,230.00	\$ 400.00	\$ 11,600.00
A22	8-01	Erosion/Water Pollution Control	1	FA	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
A23	8-01	Inlet Protection	40	EA	\$ 80.00	\$ 3,200.00	\$ 95.00	\$ 3,800.00	\$ 3,800.00	\$ 100.00	\$ 4,000.00
A24	8-04	Cement Conc. Curb and Gutter	390	LF	\$ 40.00	\$ 15,600.00	\$ 35.00	\$ 13,650.00	\$ 13,650.00	\$ 31.50	\$ 12,285.00
A25		Not Used									
A26	8-13	Adjust Monument Case and Cover	3	EA	\$ 700.00	\$ 2,100.00	\$ 870.00	\$ 2,610.00	\$ 2,610.00	\$ 400.00	\$ 1,200.00
A27	8-20	Traffic Signal Modifications (S 200th St and Orilla Road S)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 15,000.00	\$ 15,000.00
A28	8-20	Traffic Signal Modifications (S 200th St and Southcenter Pkwy)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 15,000.00	\$ 15,000.00
A29	8-20	Traffic Signal Modifications (52nd Ave S Interurban Ave S)	1	LS	\$ 57,000.00	\$ 57,000.00	\$ 79,000.00	\$ 79,000.00	\$ 79,000.00	\$ 70,000.00	\$ 70,000.00
A30	8-14	Cement Conc. Sidewalk	130	SY	\$ 65.00	\$ 8,450.00	\$ 60.00	\$ 7,800.00	\$ 7,800.00	\$ 43.85	\$ 5,700.50
A31	8-14	Cement Conc. Curb Ramp	1,160	SF	\$ 30.00	\$ 34,800.00	\$ 26.00	\$ 30,160.00	\$ 30,160.00	\$ 14.50	\$ 16,820.00
A32	8-26	Non-Skid Surface Treatment	25	SF	\$ 25.00	\$ 625.00	\$ 45.00	\$ 1,125.00	\$ 1,125.00	\$ 40.00	\$ 1,000.00
A33	7-05	Adjust Catch Basin	14	EA	\$ 800.00	\$ 11,200.00	\$ 1,100.00	\$ 15,400.00	\$ 15,400.00	\$ 525.00	\$ 7,350.00
A34	7-05	Storm Drain Marker	17	EA	\$ 30.00	\$ 510.00	\$ 25.00	\$ 425.00	\$ 425.00	\$ 20.00	\$ 340.00
A35	7-05	Adjust Manhole	8	EA	\$ 900.00	\$ 7,200.00	\$ 1,100.00	\$ 8,800.00	\$ 8,800.00	\$ 550.00	\$ 4,400.00
A36	8-09	Raised Pavement Marker Type 1	4	HUND	\$ 500.00	\$ 2,000.00	\$ 280.00	\$ 1,120.00	\$ 1,120.00	\$ 250.00	\$ 1,000.00
A37	8-09	Raised Pavement Marker Type 2	2	HUND	\$ 500.00	\$ 1,000.00	\$ 560.00	\$ 1,120.00	\$ 1,120.00	\$ 500.00	\$ 1,000.00
A38	8-22	Plastic Traffic Arrow	18	EA	\$ 80.00	\$ 1,440.00	\$ 64.00	\$ 1,152.00	\$ 1,152.00	\$ 57.00	\$ 1,026.00
A39	8-22	Plastic Traffic Letter	3	EA	\$ 100.00	\$ 300.00	\$ 127.00	\$ 381.00	\$ 381.00	\$ 114.00	\$ 342.00
A40	8-22	Plastic Stop Line 12"	150	LF	\$ 50.00	\$ 7,500.00	\$ 5.60	\$ 840.00	\$ 840.00	\$ 5.00	\$ 750.00
A41	8-22	Plastic Stop Line 24"	190	LF	\$ 50.00	\$ 9,500.00	\$ 9.00	\$ 1,710.00	\$ 1,710.00	\$ 8.00	\$ 1,520.00
A42	8-22	Plastic Crosswalk Line	1,040	SF	\$ 8.00	\$ 8,320.00	\$ 4.25	\$ 4,420.00	\$ 4,420.00	\$ 4.00	\$ 4,160.00



**2019 Overlay and Repair Program**  
**Project No. 91910401**

*Bid Tabulation*  
 Tuesday, April 16, 2019



Enineer Estimate														
Enineer Estimate					Tucci & Sons, Inc.					Lakeside Industries, Inc.				
Bid Item No.	Section No.	Item	Total Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost		
A43	8-22	Plastic Line, 8 Inch	550	LF	\$ 3.00	\$ 1,650.00	\$ 2.75	\$ 1,512.50	\$ 2.50	\$ 1,375.00				
A44	8-22	Paint Line, 4 Inch	9,930	LF	\$ 0.50	\$ 4,965.00	\$ 0.50	\$ 4,965.00	\$ 0.40	\$ 3,972.00				
A45	8-23	Temporary Pavement Markings	9,120	LF	\$ 0.25	\$ 2,280.00	\$ 0.30	\$ 2,736.00	\$ 0.15	\$ 1,368.00				
A46	8-02	Topsoil Type A	20	CY	\$ 45.00	\$ 900.00	\$ 140.00	\$ 2,800.00	\$ 100.00	\$ 2,000.00				
A47	8-02	Edge Restoration	1,000	LF	\$ 4.00	\$ 4,000.00	\$ 8.00	\$ 8,000.00	\$ 2.00	\$ 2,000.00				
A48	8-02	Property Restoration	1	FA	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00				
A49	8-19	Adjust Franchise Utility Manhole/Vault	3	EA	\$ 900.00	\$ 2,700.00	\$ 1,300.00	\$ 3,900.00	\$ 995.00	\$ 2,985.00				
A50	8-19	Adjust Gas Valve	9	EA	\$ 650.00	\$ 5,850.00	\$ 850.00	\$ 7,650.00	\$ 395.00	\$ 3,555.00				
<b>Total Estimated Construction Cost Schedule A</b>					<b>\$ 961,355.00</b>	<b>\$ 961,355.00</b>	<b>\$ 1,005,801.50</b>	<b>\$ 1,005,801.50</b>	<b>\$ 1,027,688.50</b>	<b>\$ 1,027,688.50</b>				
<b>Reported Total</b>					<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>				
<b>Difference</b>					<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ (350.00)</b>				
ROADWAY (SCHEDULE B)														
Bid Item No.	Section No	Item	Total Quantity	Unit	Unit Cost	Total Cost	Unit Cost Tucci	Total Cost Tucci	Unit Cost Lakeside	Total Cost Lakeside				
B1	1-04	Unexpected Site Changes	1	FA	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00				
B2	1-07	SPCC Plan	1	LS	\$ 500.00	\$ 500.00	\$ 60.00	\$ 60.00	\$ 1,000.00	\$ 1,000.00				
B3	1-09	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 21,000.00	\$ 21,000.00				
B4	1-10	Project Temporary Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,700.00	\$ 5,700.00	\$ 13,000.00	\$ 13,000.00				
B5	2-02	Cement Conc. Sidewalk Removal Incl. Haul	70	SY	\$ 60.00	\$ 4,200.00	\$ 44.00	\$ 3,080.00	\$ 75.00	\$ 5,250.00				
B6	2-02	Cement Conc. Curb & Gutter Removal Incl. Haul	40	LF	\$ 30.00	\$ 1,200.00	\$ 38.00	\$ 1,520.00	\$ 40.00	\$ 1,600.00				
B7	2-02	Removal of Structure and Obstruction	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,900.00	\$ 3,900.00	\$ 2,500.00	\$ 2,500.00				
B8	2-03	Unsuitable Foundation Excavation Incl. Haul	10	CY	\$ 95.00	\$ 950.00	\$ 125.00	\$ 1,250.00	\$ 150.00	\$ 1,500.00				
B9	2-03	Gravel Borrow Incl. Haul	30	TON	\$ 25.00	\$ 750.00	\$ 25.00	\$ 750.00	\$ 25.00	\$ 750.00				
B10	4-04	Crushed Surfacing Top Course	100	TON	\$ 60.00	\$ 6,000.00	\$ 53.00	\$ 5,300.00	\$ 35.00	\$ 3,500.00				
B11	5-04	Pavement Repair Excavation Incl. Haul	80	CY	\$ 90.00	\$ 7,200.00	\$ 40.00	\$ 3,200.00	\$ 75.00	\$ 6,000.00				
B12	5-04	Slurry Seal, Type 2	3,500	SY	\$ 4.00	\$ 14,000.00	\$ 2.75	\$ 9,625.00	\$ 15.00	\$ 52,500.00				
B13	5-04	HMA for Pavement Repair Ci. 1/2" PG 64-22	70	TON	\$ 150.00	\$ 10,500.00	\$ 115.00	\$ 8,050.00	\$ 150.00	\$ 10,500.00				
B14	8-01	Erosion/Water Pollution Control	1	FA	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00				
B15	8-01	Inlet Protection	10	EA	\$ 80.00	\$ 800.00	\$ 95.00	\$ 950.00	\$ 100.00	\$ 1,000.00				
B16	8-04	Cement Conc. Extruded Curb Type 6	700	LF	\$ 15.00	\$ 10,500.00	\$ 8.00	\$ 5,600.00	\$ 8.00	\$ 5,600.00				
B17	8-04	Cement Concrete Traffic Curb	520	LF	\$ 40.00	\$ 20,800.00	\$ 45.00	\$ 23,400.00	\$ 31.00	\$ 16,120.00				
B18	8-04	Cement Conc. Curb and Gutter	170	LF	\$ 60.00	\$ 10,200.00	\$ 49.00	\$ 8,330.00	\$ 30.00	\$ 5,100.00				
B19	8-14	Cement Conc. Sidewalk	70	SY	\$ 70.00	\$ 4,900.00	\$ 69.00	\$ 4,830.00	\$ 45.00	\$ 3,150.00				
B20	8-14	Cement Conc. Curb Ramp	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 2,300.00	\$ 2,300.00	\$ 800.00	\$ 800.00				
B21	8-22	Paint Line, 4 Inch	1,400	FT	\$ 0.30	\$ 420.00	\$ 0.50	\$ 700.00	\$ 0.40	\$ 560.00				
B22	8-02	Topsoil Type A	40	CY	\$ 45.00	\$ 1,800.00	\$ 140.00	\$ 5,600.00	\$ 200.00	\$ 8,000.00				
<b>Total Estimated Construction Cost Schedule B</b>					<b>\$ 121,220.00</b>	<b>\$ 121,220.00</b>	<b>\$ 98,645.00</b>	<b>\$ 98,645.00</b>	<b>\$ 162,930.00</b>	<b>\$ 162,930.00</b>				
<b>Reported Total</b>					<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>				
<b>Difference</b>					<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>				



**2019 Overlay and Repair Program**  
**Project No. 91910401**  
*Bid Tabulation*  
 Tuesday, April 16, 2019



Bid Item No.	Section No.	Item	Engineer Estimate		Tucci & Sons, Inc.		Lakeside Industries, Inc.	
			Total Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost

ROADWAY (SCHEDULE C)			Total Quantity	Unit	Unit Cost	Total Cost	Unit Cost Tucci	Total Cost Tucci	Unit Cost Lakeside	Total Cost Lakeside
C1	1-04	Unexpected Site Changes	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
C2	1-07	SPCC Plan	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 60.00	\$ 60.00	\$ 1,000.00	\$ 1,000.00
C3	1-09	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 1,800.00	\$ 1,800.00	\$ 12,000.00	\$ 12,000.00
C4	1-10	Project Temporary Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 7,600.00	\$ 7,600.00	\$ 5,200.00	\$ 5,200.00
C5	2-02	Cement Conc. Sidewalk Removal Incl. Haul	30	SY	\$ 60.00	\$ 1,800.00	\$ 50.00	\$ 1,500.00	\$ 60.00	\$ 1,800.00
C6	2-02	Cement Conc. Curb Removal Incl. Haul	90	LF	\$ 25.00	\$ 2,250.00	\$ 17.00	\$ 1,530.00	\$ 50.00	\$ 4,500.00
C7	2-02	Roadway Excavation Incl. Haul	200	CY	\$ 48.00	\$ 9,600.00	\$ 118.00	\$ 23,600.00	\$ 75.00	\$ 15,000.00
C8	2-03	Unsuitable Foundation Excavation Incl. Haul	20	CY	\$ 60.00	\$ 1,200.00	\$ 60.00	\$ 1,200.00	\$ 75.00	\$ 1,500.00
C9	4-04	Crushed Surfacing Top Course	50	TON	\$ 45.00	\$ 2,250.00	\$ 50.00	\$ 2,500.00	\$ 35.00	\$ 1,750.00
C10	5-04	HMA Cl. 1/2" PG 64-22	280	TON	\$ 110.00	\$ 30,800.00	\$ 170.00	\$ 47,600.00	\$ 110.00	\$ 30,800.00
C11	7-12	Adjust Water Valve	2	EA	\$ 500.00	\$ 1,000.00	\$ 870.00	\$ 1,740.00	\$ 400.00	\$ 800.00
C12	8-01	Inlet Protection	6	EA	\$ 80.00	\$ 480.00	\$ 95.00	\$ 570.00	\$ 100.00	\$ 600.00
C13	8-02	Root Barrier	30	LF	\$ 20.00	\$ 600.00	\$ 56.00	\$ 1,680.00	\$ 10.00	\$ 300.00
C14	8-04	Reinforced Cement Conc. Curb and Gutter	50	LF	\$ 50.00	\$ 2,500.00	\$ 64.00	\$ 3,200.00	\$ 60.00	\$ 3,000.00
C15	8-06	Cement Conc. Driveway Entrance	50	SY	\$ 80.00	\$ 4,000.00	\$ 64.00	\$ 3,200.00	\$ 60.00	\$ 3,000.00
C16	8-14	Cement Conc. Sidewalk	30	SY	\$ 65.00	\$ 1,950.00	\$ 49.00	\$ 1,470.00	\$ 45.00	\$ 1,350.00
C17	8-09	Raised Pavement Marker Type 1	1	HUND	\$ 500.00	\$ 500.00	\$ 280.00	\$ 280.00	\$ 250.00	\$ 250.00
C18	8-09	Raised Pavement Marker Type 2	0	HUND	\$ 500.00	\$ 100.00	\$ 560.00	\$ 112.00	\$ 500.00	\$ 100.00
C19	8-22	Plastic Traffic Arrow	2	EA	\$ 80.00	\$ 160.00	\$ 64.00	\$ 128.00	\$ 60.00	\$ 120.00
C20	8-19	Adjust Franchise Utility Box/Vault	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,350.00	\$ 2,700.00	\$ 995.00	\$ 1,990.00
<b>Subtotal</b>					<b>\$ 86,190.00</b>	<b>\$ 107,470.00</b>	<b>\$ 107,470.00</b>	<b>\$ 90,060.00</b>	<b>\$ 90,060.00</b>	<b>\$ 87,360.00</b>
<b>Total Estimated Construction Cost Schedule C</b>					<b>\$ 86,190.00</b>	<b>\$ 107,470.00</b>	<b>\$ 107,470.00</b>	<b>\$ 90,060.00</b>	<b>\$ 90,060.00</b>	<b>\$ 87,360.00</b>
								<b>Reported Total</b>		<b>\$ 2,700.00</b>
								<b>Difference</b>		<b>\$ 2,700.00</b>

ROADWAY (ADDITIVE SCHEDULE D)			Total Quantity	Unit	Unit Cost	Total Cost	Unit Cost Tucci	Total Cost Tucci	Unit Cost Lakeside	Total Cost Lakeside
D1	1-04	Unexpected Site Changes	1	FA	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
D2	1-09	Mobilization	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00
D3	1-10	Project Temporary Traffic Control	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 16,500.00	\$ 16,500.00	\$ 6,500.00	\$ 6,500.00
D4	2-02	Roadway Excavation Incl. Haul	30	CY	\$ 75.00	\$ 2,250.00	\$ 94.00	\$ 2,820.00	\$ 75.00	\$ 2,250.00
D5	4-04	Crushed Surfacing Top Course	10	TON	\$ 60.00	\$ 600.00	\$ 44.00	\$ 440.00	\$ 35.00	\$ 350.00
D6	5-04	HMA Cl. 1/2" PG 64-22	370	TON	\$ 110.00	\$ 40,700.00	\$ 110.00	\$ 40,700.00	\$ 115.00	\$ 42,550.00
D7	5-04	Planing Bituminous Pavement	2,000	SY	\$ 5.00	\$ 10,000.00	\$ 4.00	\$ 8,000.00	\$ 6.20	\$ 12,400.00
D8		Not Used			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D9		Not Used			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D10		Not Used			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D11		Not Used			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D12	8-09	Raised Pavement Marker Type 1	2	HUND	\$ 500.00	\$ 1,000.00	\$ 280.00	\$ 560.00	\$ 250.00	\$ 500.00
D13	8-09	Raised Pavement Marker Type 2	1	HUND	\$ 500.00	\$ 500.00	\$ 560.00	\$ 560.00	\$ 500.00	\$ 500.00
D14	8-22	Plastic Traffic Arrow	3	EA	\$ 80.00	\$ 240.00	\$ 64.00	\$ 192.00	\$ 57.00	\$ 171.00





**2019 Overlay and Repair Program**

Project No. 91910401

Bid Tabulation  
Tuesday, April 16, 2019



		Engineer Estimate				Tucci & Sons, Inc.		Lakeside Industries, Inc.		
Bid Item No.	Section No.	Item	Total Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
D15	8-22	Plastic Stop Line 24"	25	LF	\$ 50.00	\$ 1,250.00	\$ 9.00	\$ 225.00	\$ 8.00	\$ 200.00
D16	8-22	Plastic Crosswalk Line	100	SF	\$ 8.00	\$ 800.00	\$ 4.25	\$ 425.00	\$ 4.00	\$ 400.00
D17	8-22	Paint Line, 4 Inch	632	LF	\$ 0.50	\$ 316.00	\$ 0.50	\$ 316.00	\$ 0.40	\$ 252.80
D18	8-23	Temporary Pavement Markings	700	LF	\$ 0.25	\$ 175.00	\$ 0.30	\$ 210.00	\$ 0.50	\$ 350.00
D19	8-19	Adjust Gas Valve	1	EA	\$ 650.00	\$ 650.00	\$ 900.00	\$ 900.00	\$ 400.00	\$ 400.00
			<b>Subtotal</b>		<b>\$ 76,481.00</b>	<b>\$ 76,481.00</b>	<b>\$ 74,848.00</b>	<b>\$ 74,848.00</b>	<b>\$ 78,823.80</b>	<b>\$ 78,823.80</b>
			<b>Total Estimated Construction Cost Schedule D</b>		<b>\$ 76,481.00</b>	<b>\$ 76,481.00</b>	<b>\$ 74,848.00</b>	<b>\$ 74,848.00</b>	<b>\$ 78,823.80</b>	<b>\$ 78,823.80</b>
			Reported Total							\$ 78,823.00
			Difference							\$ 0.80
			<b>CONSTRUCTION SUBTOTAL BASE BID (SCHEDULES A, B, &amp; C)</b>		<b>\$ 1,168,765.00</b>	<b>\$ 1,168,765.00</b>	<b>\$ 1,211,916.50</b>	<b>\$ 1,211,916.50</b>	<b>\$ 1,280,678.50</b>	<b>\$ 1,280,678.50</b>
			<b>CONSTRUCTION SUBTOTAL ADDITIVE (SCHEDULE D)</b>		<b>\$ 76,481.00</b>	<b>\$ 76,481.00</b>	<b>\$ 74,848.00</b>	<b>\$ 74,848.00</b>	<b>\$ 78,823.80</b>	<b>\$ 78,823.80</b>
			Reported Total A							\$ 1,028,038.50
			Reported Total B							\$ 162,930.00
			Reported Total C							\$ 87,360.00
			Reported Subtotal A,B&C							\$ 1,278,328.50
			Difference							\$ 2,350.00
			Reported Total D							\$ 78,823.00
			Difference							\$ 0.80
			<b>TOTAL ESTIMATED CONSTRUCTION COST</b>		<b>\$ 1,245,246.00</b>	<b>\$ 1,245,246.00</b>	<b>\$ 1,286,764.50</b>	<b>\$ 1,286,764.50</b>	<b>\$ 1,359,502.30</b>	<b>\$ 1,359,502.30</b>





**INFORMATIONAL MEMORANDUM**

TO: **Transportation and Infrastructure Committee**  
 FROM: **Henry Hash, Public Works Director** *H.H.*  
 BY: **Scott Bates, Traffic Engineering Coordinator**  
 CC: **Mayor Ekberg**  
 DATE: **May 3, 2019**  
 SUBJECT: **2019 Overlay and Repair Program**  
**Project No. 91910401, Contract No. 18-199**  
**Amendment No.2 for Construction Management Services**

**ISSUE**

Execute Amendment No. 2 to Contract No. 18-198 with KPG, Inc. (KPG) to provide construction management services for the 2019 Overlay and Repair Program.

**BACKGROUND**

On October 19, 2018 the Council approved the contract with KPG to provide design services for the 2019 Overlay and Repair Project. Amendment No.1 was added to design the repairs from the water main break on Andover Park East. KPG was selected to provide construction management services as Amendment No. 2 to the 2019 Overlay and Repair Program design contract.

**DISCUSSION**

KPG has provided Contract Amendment No. 2, with the scope of work and fee for construction management services for \$179,576.00. The contract duration will be extended until December 31, 2019 to allow for project closeout and the new contract total will now be \$350,308.00.

**FISCAL IMPACT**

	<b><u>Amend No.2 CM</u></b>	<b><u>2019 Budget</u></b>
Amend No.2 for Construction Management	<u>\$179,576.00</u>	<u>\$200,000.00</u>

**RECOMMENDATION**

Council is being asked to approve Amendment No. 2 to Contract No. 18-199 for construction management services with KPG, Inc. for the 2019 Overlay and Repair Program in the amount of \$179,576.00 for a new total contract amount of \$350,308, and consider this item on the Consent Agenda at the May 20, 2019 Regular Meeting.

**ATTACHMENTS**

- KPG Amendment No. 2



**CONTRACT FOR SERVICES**

**Amendment #2**

**Between the City of Tukwila and KPG, P.S.**

That portion of Contract No. 18-199(a) between the City of Tukwila and KPG, P.S. is hereby amended as follows:

**Article 2, Scope of Services**, shall be supplemented with the following:

*The Consultant agrees to provide construction services in accordance with the scope of work included as Exhibit A-2.*

**Article 3 - Duration of Agreement; Time for Performance** shall be modified as follows:

*This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2019, 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, 2019 unless an extension of such time is granted in writing by the City.*

**Article 4, Payment**, shall be modified as follows:

*Payment for work provided by Consultant shall be made as provided on Exhibit B-2, attached hereto, provided that the total amount of payment to the Consultant for this work not exceed \$179,576.00 without express written modification of the Agreement signed by the City. The new total contract shall not exceed \$350,308.00 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 \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF TUKWILA

CONTRACTOR

\_\_\_\_\_  
Allan Ekberg, Mayor

  
\_\_\_\_\_  
Printed Name: Nelson Davis

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

\_\_\_\_\_  
Christy O'Flaherty, MMC, City Clerk

\_\_\_\_\_  
Office of the City Attorney

**Construction Management  
Services  
Scope of Work  
April 18, 2019  
City of Tukwila – 2019 Overlay  
Program**

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This work will provide construction management services for the construction contract to complete the City of Tukwila – 2019 Overlay Program. These services will include design support, project management, documentation control, inspection, materials testing, 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, a full-time inspector, project design staff as needed, and a sub-consultant to provide services for materials testing. It is anticipated that full-time site observation will be required for the entirety of the project, which includes night work on select sites.
- The level of service is based on a construction project duration of approximately 40 working days.
- KPG estimates a total project construction duration of 60 working days (12 weeks) including two weeks for preconstruction service, eight weeks for construction services, and two weeks for project closeout and record drawing preparation. No suspensions or stop work periods are anticipated during this duration.
- It is anticipated that the KPG will develop 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.
- It is anticipated that the Contractor will do all public outreach, and ensure affected business and residents are notified of impending contractor activities one week prior to work.
- The design engineers from KPG will be available during construction to answer questions during construction and review RAM’s, shop drawings, and answer RFI’s as required.

## EXHIBIT A-2

- 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 invoicing. This effort will include the following elements.

- Organize and layout work for project staff.
- Review monthly expenditures and CM team scope activities. Prepare and submit invoices describing CM services provided each month.

#### Deliverables

- Monthly invoices 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 manager, 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. An additional inspector, may be incorporated as dictated by the Contractor's approach to the Work. Construction staff shall oversee the following items of work, on the 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

## EXHIBIT A-2

- 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. Prepare field records and documents to help assure the Project is administered in accordance with the funding requirements.
- ix. 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).
- x. Attend and actively participate in regular on-site weekly construction meetings.
- xi. Take periodic digital photographs during the course of construction, and record locations.
- xii. Coordinate with the City's maintenance personnel.
- xiii. 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 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

## EXHIBIT A-2

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 3.4 – 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 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

## EXHIBIT A-2

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 to the design team to make revisions in AutoCAD and prepare record mylars.
- 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
  - Subcontractor Packets
  - Cost Projection
  - Physical Completion Letter
  - Final Project Documents
  - Record Drawings (AutoCAD, .pdf, and 1 full size mylar copy)

### TASK 3.5 – SUBMITTAL/RFI PROCESSING

- A. 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.
- B. Request for Information (RFI): Review and respond to RFI's. RFI's shall be logged and tracked.
- C. Record of Materials (ROM): Utilize ROM prepared by KPG 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

## EXHIBIT A-2

- Completed Record of Material for Material Certification

### TASK 3.6 – CHANGE MANAGEMENT

- A. Case Log: Develop and maintain a case log which includes change orders, RFP's, Field Work Directives
- B. 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
- C. Field Work Directives: Prepare field work directives as necessary to keep the contractor on schedule.
- D. 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
- E. 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.

#### Deliverables

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



**HOUR AND FEE ESTIMATE**

EXHIBIT B-2

**Project:** City of Tukwila

**2019 Overlay Program  
Amendment No. 2 - Construction Services**



Task	Description	Labor Hour Estimate										Total Budget	
		Senior Engineer \$ 184.00	Resident Engineer \$ 125.00	Project Engineer \$ 140.00	Design Engineer \$ 117.00	Engr Technician \$ 100.00	Const Inspector \$ 110.00	Survey Crew \$ 166.00	Document Specialist \$ 115.00	Const Admin \$ 85.00	Budget		
<b>1 - Management, Coordination, Administration (Estimated duration 12 weeks)</b>													
	Weekly level of effort by Classification	2	2	0	0	0	0	0	0	0	0	2	
	<b>Preconstruction Budget Estimate</b>	<b>24</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>\$ 9,456.00</b>
<b>3 - Preconstruction Services (Estimated duration 2 weeks)</b>													
	Weekly level of effort by Classification	0	8	8	0	0	0	0	0	8	0	4	
	<b>Preconstruction Budget Estimate</b>	<b>0</b>	<b>16</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>8</b>	<b>\$ 9,440.00</b>
<b>4 - Construction Services (Estimated duration 8 weeks)</b>													
	Weekly level of effort by Classification	4	20	16	0	0	0	0	0	60	0	8	
	<b>Construction Period Budget Estimate</b>	<b>32</b>	<b>160</b>	<b>128</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>480</b>	<b>0</b>	<b>64</b>	<b>\$ 120,448.00</b>
<b>5 - Closeout/Record Dwg Services (Estimated duration 2 weeks)</b>													
	Weekly level of effort by Classification	0	16	4	8	8	0	0	0	24	0	4	
	<b>Closeout / Record Dwg Budget Estimate</b>	<b>0</b>	<b>32</b>	<b>8</b>	<b>16</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>0</b>	<b>8</b>	<b>\$ 18,232.00</b>
<b>Subtotal - Labor</b>		<b>56</b>	<b>232</b>	<b>152</b>	<b>16</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>544</b>	<b>0</b>	<b>104</b>	<b>\$ 157,576.00</b>
<b>Reimbursables &amp; Subconsultants</b>													
<b>Subtotal - Reimbursables</b>													<b>\$ 22,000.00</b>
<b>Total Project Budget</b>													<b>\$ 179,576.00</b>
Material Testing Allowance \$ 20,000.00 Construction Vehicle Mileage \$ 1,000.00 Miscellaneous - Repro, Field Supplies \$ 1,000.00													

4/23/2019





INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee
FROM: Henry Hash, Public Works Director
BY: Peter Lau, Senior Program Manager
CC: Mayor Allan Ekberg
DATE: May 3, 2019
SUBJECT: 53rd Avenue South Project (South 137th Street to South 144th Street)
Project No. 99110301, Contract No. 15-159
Construction Management Amendment No. 6 with KPG, Inc.

ISSUE

Approve Amendment No. 6 to Consultant Contract No. 15-159 with KPG, Inc.

BACKGROUND

Contract No. 15-159 with KPG provided design and construction management (CM) services for the 53rd Ave S Project.

DISCUSSION

KPG's Amendment No. 6 will allow the continuation of construction engineering, inspection, and documentation compliance support for the full completion of the 53rd Ave S Project. The construction project is currently anticipated to be completed by June 2019. However, the progress of the utility conversion work will dictate when construction will actually be physically completed. If the slow progress of the utility conversion prohibits the contractor from efficiently completing the construction project, construction will be suspended until the utility conversion work is completed.

FISCAL IMPACT

The table below shows the project budget and expenditures, with the inclusion of KPG's Amendment No. 6: KPG's fee of \$259,770.00 is reasonable for the scope of work provided to complete this challenging project.

Table with 5 columns: Item, Design, CM, Construction, Budget. Rows include Design & ROW, KPG CM Amendment Nos. 4 & 5, KPG CM Amendment No. 6, City CM Staff, SCI Construction Contract, SCI Change Orders, Construction Contingency, Total, and Grand Total.

The current 2019 CIP project budget is sufficient to cover the cost of KPG's Amendment No. 6 and will leave a construction contingency of \$300,000 to cover all future change orders and other additional costs needed to physically complete the 53rd Ave S Project.

RECOMMENDATION

Council is being asked to approve Amendment No. 6 to Contract No. 15-159 with KPG, Inc. in the amount of \$259,770 for a new contract total of \$1,774,201.69 for the 53rd Ave S Project and to consider this item on the Consent Agenda at the May 20, 2019 Regular Meeting.

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2019 to 2024

**PROJECT:** 53rd Ave S (S 137th St - S 144th St)

Project No. 99110301

**DESCRIPTION:** Design and construct urban residential street improvements that include curb, gutter, sidewalk, undergrounding, and illumination. Street will coordinate with Water \$1.1m, Sewer \$185k, and Surface Water \$920k CIP projects.

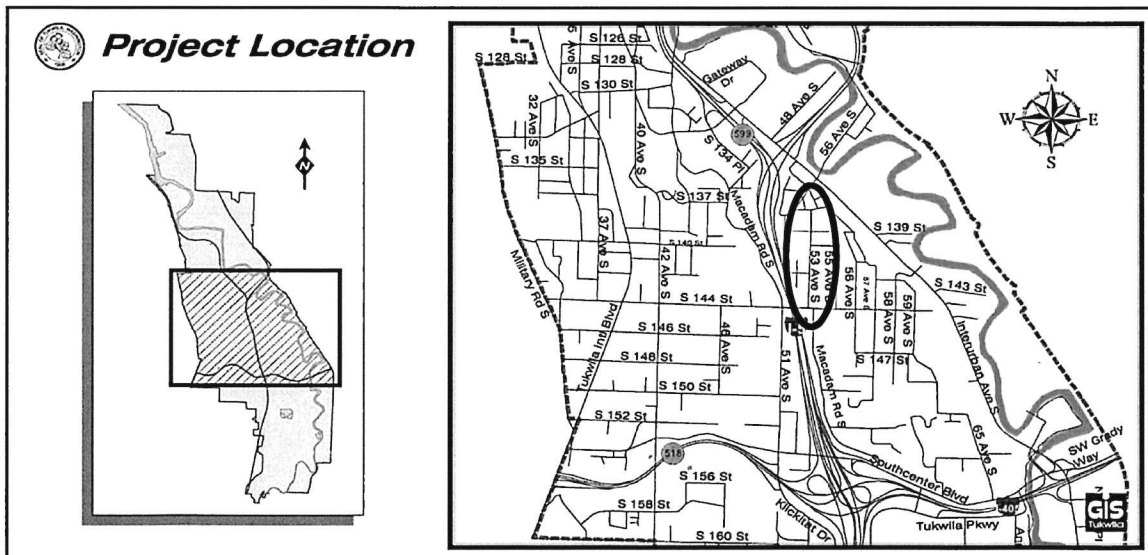
**JUSTIFICATION:** Provide pedestrian and vehicle safety, drainage, and neighborhood revitalization.

**STATUS:** Undergrounding is included at this time.

**MAINT. IMPACT:** Reduce pavement, shoulder, and drainage work.

**COMMENT:** State TIB grant for \$2.14M for roadway and drainage. See additional pages in Enterprise funds under 53rd Ave S Projects. Seattle City Light is now negotiating a 60/40 underground split and undergrounding costs have been added to project. Bond for \$2 million.

FINANCIAL (in \$000's)	Through 2017	Estimated 2018	2019	2020	2021	2022	2023	2024	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	607	21								628
Land (R/W)	157	47								204
Const. Mgmt.		435	435							870
Construction		3,239	2,050							5,289
Undergrounding		1,379	880							2,259
<b>TOTAL EXPENSES</b>	<b>764</b>	<b>5,121</b>	<b>3,365</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,250</b>
<b>FUND SOURCES</b>										
Utilities W/S/SWM	259	1,161	1,254							2,674
Awarded TIB Grant	65	1,912	364							2,341
Seattle City Light		729	428							1,157
Bond	2,049									2,049
City Oper. Revenue	(1,609)	1,319	1,319	0	0	0	0	0	0	1,029
<b>TOTAL SOURCES</b>	<b>764</b>	<b>5,121</b>	<b>3,365</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,250</b>





**City of Tukwila**

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

**CONTRACT FOR SERVICES**

**Amendment #6**

**Between the City of Tukwila and KPG Inc.**

That portion of Contract No. 15-159 between the City of Tukwila and KPG Inc. is amended as follows:

**Article 2, Scope of Services**, shall be supplemented with the following:

*The Consultant agrees to provide construction services in accordance with the scope of work included as Exhibit A-6.*

**Article 4, Payment**, shall be modified as follows:

*Payment for work provided by Consultant shall be made as provided on Exhibit B-6, attached hereto, provided that the total amount of payment to the Consultant for this work not exceed \$259,770.00 without express written modification of the Agreement signed by the City. The new total contract shall not exceed \$1,774,201.69 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 \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF TUKWILA

CONTRACTOR

\_\_\_\_\_  
Allan Ekberg, Mayor

\_\_\_\_\_  
Printed Name: Nelson Davis, KPG

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

\_\_\_\_\_  
Christy O'Flaherty, MMC, City Clerk

\_\_\_\_\_  
City Attorney

**Supplement 6  
Additional Construction Management Services  
Scope of Work  
March 2019  
City of Tukwila  
53<sup>rd</sup> Ave S (S 144<sup>th</sup> Street to S 137<sup>th</sup> Street)  
Project No. 99110301  
TIB Project No.: 8-1-116(012)-1  
KPG Project #: 15085**

---

**I. BACKGROUND**

This work will provide additional construction management services for the construction contract to complete 53<sup>rd</sup> Avenue S Roadway Improvements (S 144<sup>th</sup> Street to S 137<sup>th</sup> Street). These additional services are the result of:

- Additional working days added through approved change orders (43 working days approved).
- Anticipated additional working days for force account work and to allow SCL to complete wiring, energization of underground system, and wreckout of aerial system (27 working days estimated).
- Weather days (30.5 approved to date, estimate 35 total through physical completion)

The original contract duration was 215 working days, beginning on April 9, 2018 and ending on February 15, 2019. An additional 105 working days are anticipated based on the change orders and weather days described above, resulting in a completion date of July 17, 2019.

This supplement is provided to continue construction management and inspection services in accordance with the original authorization and as detailed below:

**II. INTRODUCTION**

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

**General Assumptions:**

- The proposed project team for additional working days will include one part-time project manager, one part-time resident engineer, one part-time documentation control specialist, one full-time inspector, additional part-time inspector for certain work elements, design team, management, and administrative support as required, 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 entire duration of construction.



## EXHIBIT A-6

- The level of service is based on additional project duration of up to **105 working days** per the assumptions in the Background section of this scope of work.
  - KPG field staff will continue to perform day to day public outreach to ensure affected residents are notified in advance of impending contractor activities.
  - The design engineers from KPG will be available during construction to answer questions during construction and review RAMs, shop drawings, and answer RFIs. The engineer of record will be available to provide background information on the design should it be necessary.
  - Services will be performed in accordance with the Contract plans & special provisions, WSDOT Local Agency Guidelines (“LAG”), the WSDOT Construction Manual, and the client engineering standards.
  - The franchise utilities will provide field inspection for all work surrounding the construction or relocation of their utility systems not constructed by the Client’s Contractor, if necessary.
  - Client/Field Office: The Contractor will provide a field office as required by the contract documents. The Consultant’s field staff shall have access to the field office.
- 

### III. 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 client 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, and ultimately that the client receives a successful review by TIB at the end of the Project.

#### TASK 1 – MANAGEMENT/COORDINATION/ADMINISTRATION

No additional funds are requested for this task. We have been able to mitigate the longer contract duration and can continue to provide the services described in the original scope of work within the previously authorized budget.

#### TASK 2 – DESIGN SUPPORT

No additional funds are requested for this task. We have been able to mitigate the longer contract duration and can continue to provide the services described in the original scope of work within the previously authorized budget.

#### TASK 3 – PRECONSTRUCTION SERVICES

Work is complete, no additional funds are requested for this task.

## EXHIBIT A-6

### TASK 4 – CONSTRUCTION OBSERVATION

Construction Observation services will continue in accordance with the original scope of work. Additional observation time is required to achieve physical completion due to longer contract duration:

4.5 The Consultant shall provide the services of one full-time inspector with necessary oversight, engineering, and administrative support for an additional 105 working days as described in the Background section of this scope of work. Part-time inspection is anticipated for certain remaining work elements. The budget is based on 40 hours/week full-time inspection and 20 hours/week part-time inspection for up to 105 working days associated with change order and weather days.

#### *Deliverables*

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

### TASK 5 – CONSTRUCTION SERVICES – OFFICE

Construction Office services will continue in accordance with the original scope of work. Additional time is required to achieve physical completion due to longer contract duration:

5.27 The Consultant shall provide the services of one part-time resident engineer and one part-time documentation specialist with necessary oversight, engineering, and administrative support for an additional 105 working days as described in the Background section of this scope of work. The budget is based on 16 hours/week part-time resident engineer and 20 hours/week part-time documentation specialist.

#### *Deliverables*

- Submittal log
- RFI Log
- Completed Record of Material for Material Certification
- Change Order(s)
- Change Management Log
- RFI Log
- Minor Change Order(s)
- Force Account Records
- Record drawings in electronic and hard copy format

### TASK 6 – SURVEY & MATERIAL TESTING

No additional funds are requested for this task. We have been able to mitigate the longer contract duration and can continue to provide the services described in the original scope of work within the previously authorized budget.



## EXHIBIT A-6

### TASK 7 - ADDITIONAL SERVICES

Additional services requested by the client, will be performed only when authorized by the client. Authorization to perform additional services will be in writing, specifying the work to be performed, and basis of payment. Items such as Community Outreach (except as completed on a day to day basis by the inspector and resident engineer as described herein), Public Meetings, Ribbon Cutting Ceremony, claims analysis, additional surveying, services during shutdown periods of non-working days, and services for extended working days are examples of possible additional services. This fee is based on 340 working days (two weeks prior to construction, 215 working day contract, 105 additional days per this supplement, and two weeks for closeout, 8 hour days), additional extension of days will be approximately \$3,000 per day.

EXHIBIT B-6

**HOURLY AND FEE ESTIMATE**

Project: City of Tukwila TIB No. 8-1-116(012)-1  
 53rd Ave S Tukwila # 99110301  
 Supplement No. 6 KPG No. 15085  
 Additional Construction Management Services



Task	Description	Project Manager \$ 166.00	Project Engineer \$ 140.00	Resident Engineer \$ 125.00	Senior Inspector \$ 128.00	Const Inspector \$ 92.00	Const Technician \$ 77.00	Doc Control Admin \$ 77.00	Senior Admin \$ 115.00	Budget
<b>Task 1 - Management/Coordination/Administration</b>										
	No Additional Budget Required	0	0	0	0	0	0	0	0	\$ -
	Reimbursable expenses - no additional required									\$ -
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>Task 2 - Design Support during Construction</b>										
	No Additional Budget Required	0	0	0	0	0	0	0	0	\$ -
	Reimbursable expenses - no additional required									\$ -
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>Task 3 - Preconstruction Services</b>										
	No Additional Budget Required	0	0	0	0	0	0	0	0	\$ -
	Reimbursable expenses - no additional required									\$ -
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>Task 4 - Construction Observation</b>										
4.5	Construction observation (add'l 90 days)	21	42	42	840	420	0	0	0	\$ 160,776
	Reimbursable expenses - no additional required									\$ -
	<b>Task Total</b>	<b>21</b>	<b>42</b>	<b>42</b>	<b>840</b>	<b>420</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 160,776</b>
<b>Task 5 - Construction Services - Office</b>										
5.27	Construction office services (add'l 90 days)	84	42	336	0	0	0	420	42	\$ 98,994
	Reimbursable expenses - no additional required									\$ -
	<b>Task Total</b>	<b>84</b>	<b>42</b>	<b>336</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>420</b>	<b>42</b>	<b>\$ 98,994</b>
<b>Task 6 - Survey &amp; Material Testing</b>										
	No Additional Budget Required	0	0	0	0	0	0	0	0	\$ -
	Reimbursable expenses - no additional required									\$ -
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>Total Hours</b>		<b>105</b>	<b>84</b>	<b>378</b>	<b>840</b>	<b>420</b>	<b>0</b>	<b>420</b>	<b>42</b>	
										<b>Total Budget: \$ 259,770</b>



## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Committee**  
FROM: **Henry Hash, Public Works Director** *H.H.*  
BY: **Peter Lau, Senior Program Manager**  
CC: **Mayor Allan Ekberg**  
DATE: **May 3, 2019**  
SUBJECT: **42nd Avenue South Phase III & Gilliam Creek Culvert Replacement Projects**  
**Project Nos. 99410303 & 99341208, Contract No. 17-090**  
**Change Order No. 4**

### ISSUE

Approve Change Order (CO) No. 4 with Active Construction, Inc. (ACI) to resolve all new claims and disputes for the 42nd Avenue South Phase III Project.

### BACKGROUND

Due to continuous issues with excessive ground water interference during excavation, changes and conflicts for Seattle City Light (SCL) facilities, design issues, some inefficiencies by the contractor, and other unanticipated utility conflicts, the 42nd Avenue South Phase III Project encountered schedule delays and cost overruns.

### DISCUSSION

Change Order No. 3 was a compromise between the City and ACI to resolve outstanding construction disputes through May, 2018, which was approved by Council in July, 2018. The execution of CO No. 3 avoided potential claims and a possible legal battle with substantial legal fees by both parties and produced cost savings for the City. After the execution of CO No. 3, PW staff and ACI worked cooperatively together to move the project forward. However, for the reasons stated above and more unanticipated issues, the project cost overruns continued.

After extensive discussions and negotiations between PW staff and ACI, a mutual agreement was reached and both parties agreed that it is in their best interest to complete the project in the most efficient way possible. The new compromise is documented in Change Order No. 4.

In summary, CO No. 4 will:

- reduces the 14% mark-up rate (established in CO No. 3) to 12.5%, which still covers ACI's bond, insurance, other general and administrative overhead costs, and profit. This change will result in a savings of \$164,000 for the City;
- enables City project staff to continue to work cooperatively with ACI's construction crew, in order to efficiently complete the construction project with the least amount of cost;
- requires ACI to physically complete the project within six weeks after the utility conversion work is completed;
- resolves all outstanding claims and disputes between the City and ACI and agrees not to pursue legal action against each other when this CO is strictly followed.

**FISCAL IMPACT**

The table below shows the project budget and expenditures, with the inclusion of CO No. 4:

	<u>Design</u>	<u>CM</u>	<u>Construction</u>	<u>Budget</u>
CH2M Hill Design & Staff	\$1,563,995			\$1,564,000
AECOM Original CM & Sups No. 1 & 2		\$1,768,424		1,897,000
CH2M Hill Supplemental No. 7 & 8		79,272		
AKANA Consultant Contracts		79,450		
Widener & WSDOT JA 9753		18,000		
Active Construction Contract 17-090			\$6,599,266	11,705,000
Active Change Orders No. 1 & 2			916,864	
Active Change Order No. 3 w/ sales tax			2,741,136	
<b>Active Change Order No. 4 w/o sales tax</b>			<b>1,050,000</b>	
Construction Contingency			349,593	
Total	<u>\$1,563,995</u>	<u>\$1,945,146</u>	<u>\$11,656,859</u>	
Grand Total			<b><u>\$15,166,000</u></b>	<b><u>\$15,166,000</u></b>

The current 2019 CIP project budget is sufficient to cover the cost of Change Order No. 4 and will leave a \$349,593 construction contingency. CO No. 4 would require an increase of 33 working days for ACI to physically complete 42<sup>nd</sup> Ave S Phase III construction project.

**RECOMMENDATION**

Council is being asked to approve Change Order No. 4 to Contract No. 17-090 with Active Construction, Inc. in the amount of \$1,050,000 for the 42<sup>nd</sup> Avenue South Phase III and Gilliam Creek Culvert Replacement Projects and consider this item on the Consent Agenda at the May 20, 2019 Regular Meeting.

Attachments: 2019 CIP, page 2  
 Change Order No. 4

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2019 to 2024

**PROJECT:** 42nd Ave South Phase III Project No. 99410303

**DESCRIPTION:** Design and construct street improvements, drainage, sidewalks, bike facilities, and driveway adjustments.

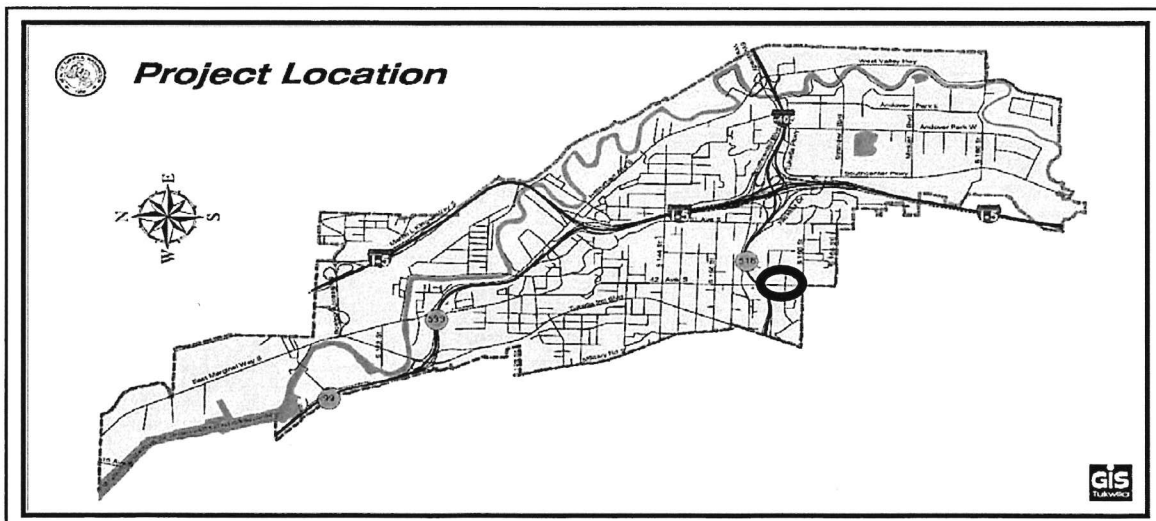
**JUSTIFICATION:** Provide pedestrian and vehicle safety, drainage, and neighborhood revitalization.

**STATUS:** Phase III (S/C Blvd (154th) - S 160 St), Design began in 2012, construction in 2017. Project No. 99410303  
Phase IV (S 139 St - S 131 Pl) in beyond. Project No. 99410301  
Phase I 90-RW15 (S/C Blvd (154) - 144 St) \$3,796 & Phase II 94-RS02 (144-139) \$1,850, both completed.

**MAINT. IMPACT:** Reduce pavement, shoulder, and drainage work.

**COMMENT:** Only Phase III is shown in active years. Project includes Surface Water's Gilliam Creek 42nd Ave S Culvert project for \$1.3m and is part of the Walk & Roll Plan. Seattle City Light's funding is a 60/40 underground split.

FINANCIAL (in \$000's)	Through 2017	Estimated 2018	2019	2020	2021	2022	2023	2024	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	1,564									1,564
Land (R/W)										0
Const. Mgmt.	809	688	400							1,897
Construction	2,232	5,231	2,100							9,563
Undergrounding	508	1,634								2,142
<b>TOTAL EXPENSES</b>	<b>5,113</b>	<b>7,553</b>	<b>2,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,166</b>
<b>FUND SOURCES</b>										
Seattle City Light		1,285								1,285
Surface Water	1,415	2,881								4,296
Other Utilities	1	575								576
Bond	6,487									6,487
City Oper. Revenue	(2,790)	2,812	2,500	0	0	0	0	0	0	2,522
<b>TOTAL SOURCES</b>	<b>5,113</b>	<b>7,553</b>	<b>2,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15,166</b>





# CITY OF TUKWILA CONTRACT CHANGE ORDER NO. 4

DATE: April 15, 2019

BUDGET NOs.: 103.98.595.300.65.00  
412.98.594.382.65.00

PROJECT NO.: 99410303

CONTRACT NO.: 17-090

PROJECT NAME: 40<sup>th</sup> – 42<sup>nd</sup> Avenue South Phase III Project

TO: Active Construction, Inc.

You are hereby directed to make the herein described changes to the plans and specifications or do the following described work not included in the plans and specifications on this contract:

NOTE: This change order is not effective until approved by the "Owner" and a notice to proceed is issued.

**Conditions:**

- A. The following change, and work affected thereby, are subject to all contract stipulations and covenants;
- B. The rights of the "Owner" are not prejudiced;
- C. All claims against the "Owner" which are incidental to or as a consequence of this change are waived; and
- D. The Contractor must submit all Field Overhead and Home Office Overhead Rates for approval in advance of all change orders.

**CHANGE:**

See Attached Exhibit "A," incorporated herein by this reference.

We the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept the prices shown above and below as full payment for .

ACCEPTED: Date 4/16/2019

Contractor: Active Construction, Inc.

By \_\_\_\_\_

Title PM

Original Contract (without tax) \$ 6,599,266.04

APPROVED BY THE CITY OF TUKWILA

Previous Change Order \$ 3,345,367.97

Date \_\_\_\_\_

This Change Order (without tax) \$ 1,050,000.00

By \_\_\_\_\_

Mayor

REV. CONTRACT AMOUNT \$10,994,634.01

City Engineer thi Pa

Previous Contract Time: 321 Working Days  
Additional Contract Time for this Change Order: 33 Working Days  
Updated Contract Time: 354 Working Days

ORIGINAL: City Clerk (1 of 2)  
Contractor (2 of 2)  
PW Project Finance File

cc: Finance Department (w/encumbrance)  
Project Management File



# 40<sup>th</sup> – 42<sup>nd</sup> Avenue South Phase III Project

## Contract Change Order No. 4

### EXHIBIT A

#### DESCRIPTION OF WORK

Change Order (CO) #3 for the 40<sup>th</sup> – 42<sup>nd</sup> Avenue South Phase 3 Project, which was a compromise between the City and the construction contractor (ACI) on resolving all the outstanding construction disputes through May 20, 2018, was executed on July 17, 2018. However, three months after the execution of CO #3, ACI started to alert the City that the cost increase from CO #3 would be insufficient to pay for all the remaining contract works.

As a result, the City requested ACI to provide justifications for the cost increase beyond the new contract amount from CO #3. After reviewing ACI's provided cost increase justifications, the City contended that ACI was partially responsible for causing the additional cost increase. ACI disagreed with the City's contention. After months of further monitoring of the actual project cost increase, and negotiations between City project staff and ACI, another compromise has been reached between the parties. This new compromise is herein documented in this CO #4.

In this CO #4, the City and ACI have mutually agreed to work collaboratively to physically complete the project within 6 weeks after the utility conversion works were completed by all utility companies. The City also agrees to a reduction of the 14% markup rate (previously generated from CO #3) to 12.5%, of the actual overall cost of construction. The 12.5% markup is to compensate ACI's general and administrative overhead cost, and profit.

The actual overall cost of this 40<sup>th</sup> – 42<sup>nd</sup> Avenue South Phase 3 Project refers to all the direct expenditures spent by ACI on this particular construction project, includes the mobilization/field overhead cost, but excludes the indirect overhead cost. However, for costs incurred after the date of this CO #4, if the expenditure was caused by ACI's own negligence, such expenditure will not be counted as part of the actual project costs to be paid by the City, and ACI will remain fully responsible for such expenditures. As for all the subcontracts among ACI and its subcontractors, this CO #4 will not apply to any subcontracts executed prior to the execution of CO #3, and all the corresponding Bid Items paying for these subcontracts. The City will just continue to pay for these subcontract costs and with the new 12.5% markup. As a result, the existing payment mechanism among ACI and its current subcontractors will continue to be preserved. After the execution of CO #4, all new subcontracts among ACI and its future subcontractors will be subjected to the new 12.5% mark-up as the subcontractors' direct costs.

ACI's actual cost for this 40<sup>th</sup> – 42<sup>nd</sup> Avenue South Phase 3 Project will continue to be subject to a detailed review monthly before the issuance of the monthly pay estimate for such work, and before the issuance of the final payment by the City. At the option of the City, the actual cost reviews and verifications may continue to be conducted by a Certified Public Accountant or other City of Tukwila designated representatives. The current projected total cost for ACI to complete this 40<sup>th</sup> – 42<sup>nd</sup> Avenue South Phase 3 Project is \$9,773,008.01, per the enclosed projected cost breakdown provided by ACI. Adding 12.5% to the projected cost of \$9,773,008.01, it would result in \$10,994,634.01 as the cost.

Both the City and ACI agree that after the execution of this CO #4, the City's construction management team will continue to have the option of determining the means and methods of ACI in constructing this project.

The execution of this CO #4 supercedes the previous COs #1 and #2 on the payment and bid item parts, but the scope issues and Contract time increase will remain in effect. This CO #4 also supercedes CO #3 on all applicable and conflicting Contract terms and conditions.

Both the City and ACI agree that mutual execution of this CO #4 continues to resolve any and all outstanding disputes between the parties relating to the Project, including any claims for prior delays, and ACI and the City hereby release each other from any such claims. Both the City and ACI agree not to pursue legal action against each others if both parties strictly abide by the terms of this CO #4. The parties agree to continue to discuss and negotiate when necessary, in order to resolve any additional Contract disputes that arise after the execution of this CO #4.

The City looks forward to continuing to work with ACI to complete this important project.

#### CONTRACT TIME

Per CO #3, the Contract time was to expire on November 13, 2018. CO #4 will add 33 working days to this Contract, since

- ACI vacated the project site on November 16, 2018, allowing the utility companies to continue the utility conversion works. Therefore, between November 13 and 16 of 2018, 3 working days of Contract time extension is needed.
- The construction project will be retroactively suspended starting from November 17, 2018, until the utility conversion works are completed.
- ACI will have 30 working days to complete all remaining works for the construction project, including all the punch list items.

Therefore, the Contract time will need to be increased by 33 working days total.

As part of this CO #4, the parties agree that the Contract time will not be extended further, with the exception of:

- weather related delays;
- delays encountered that are out of the control of the Contractor or the City;
- and unanticipated changes to the work where extension of Contract time would otherwise be determined in accordance with Section 1-08 of the WSDOT Standard Specifications, 2016 version.





## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Committee**  
FROM: **Henry Hash, Public Works Director** *H.H.*  
BY: **Hari Ponnekanti, City Engineer**  
CC: **Mayor Allan Ekberg**  
DATE: **May 3, 2019**  
SUBJECT: **Solid Waste Collection**  
**Contract No. 12-027, Amendment No. 1**  
**Waste Management Contract Status Update**

### **ISSUE**

Update the Committee on the ongoing discussion with Waste Management of Washington, LLC (WM).

### **BACKGROUND**

The current Comprehensive Garbage, Recyclables, and Compostables Collection Agreement will expire on October 31, 2019. The current contract has a provision that provides for up to two extensions, which shall not exceed two years each.

### **DISCUSSION**

In 2018, staff started researching the extension process for the current WM contract and have been meeting with representatives from WM. Staff believes that it makes good economic sense for the City to opt for the allowable two extensions (for a total of four years).

### **RECOMMENDATION**

Information only.