



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee
FROM: Henry Hash, Public Works Director *H. H.*
BY: Michael Ronda, Construction Project Manager
CC: Mayor Allan Ekberg
DATE: October 4, 2019
SUBJECT: Surface Water Fund - 2019 Annual Small Drainage Program
Project No. 91941201, Contract No. 19-061
Construction Management Amendment No. 1

ISSUE

Approve Amendment No. 1 to Contract No. 19-061 with KPG, Inc. (KPG) for construction management (CM) services for the 2019 Annual Small Drainage Program.

BACKGROUND

The Annual Small Drainage Program repairs and installs needed surface water infrastructure that is identified through maintenance activities as well as citizen complaints. For the 2019 Annual Small Drainage Program, the project was bid with seven different sites for repair/improvements. KPG was the Designer of Record for the design of these features and has a detailed understanding of the issues at each site.

DISCUSSION

The current MRSC Consultant Roster was reviewed and six firms were evaluated for their CM services capabilities. Following the initial review of the Summary of Qualifications, three firms were contacted to discuss general work scope and availability and two firms were asked to provide additional information for evaluation. From this information, KPG was selected as the firm that best met the requirements for CM support. KPG has designed the Annual Small Drainage Program since 1991 and Public Works continues to be satisfied with their work. KPG also worked on the 2018 Annual Small Drainage Program and has an unparalleled knowledgeable of the work scope at the seven 2019 sites.

FINANCIAL IMPACT

The 2019 Small Drainage CM budget is \$80,000 and KPG's proposed fee for the 2019 Small Drainage Program's CM contract is \$70,222.00. The remaining CM budget is being reserved for in-house billing (project management and other City resources).

RECOMMENDATION

Council is being asked to approve the Amendment No 1 to Contract No. 19-061 with KPG, Inc. for construction management services in the amount of \$70,222.00 for the 2019 Small Drainage Program and to consider this item on the Consent Agenda at the October 21, 2019 Regular Meeting.

attachments: CM Support Proposal Rating 2019
KPG Consultant Agreement

2019 Small Drainage - Qualification Review (1= Top Choice, 2 = Second Choice, 3 = Third Choice, 4 = Lower/UNK)						
	KPG	RH2	Harline	KBA	Otak	WSP
Relevant Project Experience	1	2	4	3	4	4
Experience with HPA/Creek Work	1	2	4	3	4	4
Small Scale Projects	2	1	3	4	4	4
Ability to keep project on schedule and within Budget	1	2	4	3	4	4
Project Team Availability of Key Team Members	2	2	UNK	UNK	UNK	UNK
Knowledge of City , Plan Process, Drainage System	1	2	4	3	4	4
TOTALS (Lowest Total Score is best)	8	11	19	16	20	20
Firm Rank (1 - 3, Lowest = Best)	1	2	4	3	5	5

CONTRACT FOR SERVICES

Amendment #1

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

That portion of Contract No. 19-061 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-1.

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 July 15, 2020, 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 July 15, 2020 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-1, attached hereto, provided that the total amount of payment to the Consultant for this work not exceed \$70,442.00 without express written modification of the Agreement signed by the City. The new total contract shall not exceed \$149,426.00 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, KPG. P.S.

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

Christy O’Flaherty, MMC, City Clerk

Office of the City Attorney

Construction Management Services

Scope of Work

September 30, 2019

City of Tukwila – 2019 Small Drainage Program

This work will provide construction management services for the construction contract to complete the City of Tukwila – 2019 Small Drainage Program. These services will include design support, as well as a limited scope for 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 Resident Engineer, a part-time inspector, project design staff as needed, and a sub-consultant to provide services for materials testing. It is anticipated that part-time site observation will be dedicated primarily to the two access improvements (to be scheduled in 4-hour minimum increments) but not limited to these areas, allocated at the City’s direction, which may include night work on select sites.
- The level of service is based on a construction project duration of approximately 60 working days.
- KPG estimates a total project construction duration of 80 working days (16 weeks) including two weeks for preconstruction service, twelve 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 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. KPG will hand out the night work notices for the work in front of City Hall.
- 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-1

- 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, and 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 City 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, and inspector will attend the preconstruction conference. The City 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

- Attend Preconstruction Conference

TASK 3 – CONSTRUCTION SERVICES - FIELD

- 3.1 On-site Observation: The Consultant shall provide the services of one part-time inspector for site observation will be dedicated primarily to the two access improvements (to be scheduled in 4-hour minimum increments) but not limited to these areas, allocated at the City's direction 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 project site, and will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and the City:

- Preparation including mobilization, clearing, and grubbing.

EXHIBIT A-1

- Erosion Control
- CIPP repairs
- Utility repairs
- Restoration prior to lining, and drainage access features construction
- 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 while on site as a matter of their daily activities over the course of the part-time inspection, as determined and directed by the City:

- 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.
- 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.
- Document all material delivered to the job site in accordance with the contract documents.
- 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.
- Interpret Contract Documents in coordination with the City and KPG.
- 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.
- Establish communications with adjacent property owners. Respond to questions from property owners and the general public. Distribution of notice of night work to be provided by City PM.
- Prepare field records and documents to help assure the Project is administered in accordance with the funding requirements.
- 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).
- Attend and actively participate in regular on-site weekly construction meetings.
- Take periodic digital photographs during the course of construction, and record locations.
- Coordinate with the City's maintenance personnel.
- 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, part-time inspection to be scheduled in 4-hour minimum increments as directed by the City.
- Consultant will provide qualified personnel for inspection of all bid item work during

EXHIBIT A-1

inspection shifts.

- The Consultant's monitoring of the construction contractor's activities is to ascertain whether 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

- Construction Reports with project photos from the elements of work observed – submitted on a weekly basis.
- Punch List, Certificate of Substantial Completion
- Review test reports for compliance

TASK 3.4 – CONSTRUCTION SERVICES – OFFICE

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. Project Closeout: Transfer all project documents to the City for permanent storage.
 - Meeting agendas and notes
 - Physical Completion Letter
 - Final Project Documents
 - Record Drawings (AutoCAD, .pdf, and 1 full size mylar copy)

EXHIBIT A-1

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.

Deliverables

- Submittal log
- RFI Log

HOOR AND FEE ESTIMATE

EXHIBIT B-1

Project: City of Tukwila

**2019 Small Drainage Program
Amendment No. 1 - Construction Services**

60 working day + 2 weeks startup and 2 weeks closeout 16 weeks



Task	Description	Labor Hour Estimate										Total Budget
		Constr Manager \$ 166.00	Resident Engineer \$ 118.00	Senior Inspector \$ 128.00	Project Engineer \$ 135.00	Engr Technician \$ 100.00	Const Inspector \$ 110.00	Survey Crew I \$ 166.00	Senior Admin \$ 115.00	Const Assistant \$ 85.00		
1 - Management, Coordination, Administration (Estimated duration 16 weeks)												
	Weekly level of effort by Classification	1	0	0	0	0	0	0	0	0	0	0
	Preconstruction Budget Estimate	16	0	0	0	0	0	0	0	16	0	\$ 4,496.00
2 - Preconstruction Services (Estimated duration 2 weeks)												
	Weekly level of effort by Classification	1	8	8	2	0	0	0	0	0	0	
	Preconstruction Budget Estimate	2	16	16	4	0	0	0	0	0	0	\$ 4,808.00
3 - Construction Services (Estimated duration 12 weeks)												
	Weekly level of effort by Classification	0.5	8	18	2	0	0	0	0	0	0	
	Construction Period Budget Estimate	6	96	216	24	0	0	0	0	0	0	\$ 43,212.00
4 - Closeout/Record Dwg Services (Estimated duration 2 weeks)												
	Weekly level of effort by Classification	1	16	8	4	8	0	0	0	8	0	
	Closeout / Record Dwg Budget Estimate	2	32	16	8	16	0	0	0	16	0	\$ 10,676.00
	Subtotal - Labor	26	144	248	36	16	0	0	0	32	0	\$ 63,192.00

Reimbursables & Subconsultants

Material Testing Allowance	\$ 2,500.00
Structural subconsultant shop dwg review	\$ 2,500.00
Construction Vehicle Mileage	\$ 750.00
Miscellaneous - Repro, Field Supplies	\$ 500.00
Mylar record drawings	\$ 1,000.00
Subtotal - Reimbursables	\$ 7,250.00
Total Project Budget	\$ 70,442.00