



## **INFORMATIONAL MEMORANDUM**

TO: **Transportation and Infrastructure Committee**  
FROM: **Hari Ponnekanti, Interim Public Works Director**  
BY: **Ryan Larson, Senior Program Manager**  
CC: **Mayor Ekberg**  
DATE: **November 13, 2020**  
SUBJECT: **Surface Water Fund - East Marginal Way South Stormwater Outfalls**  
**Project No. 91041204**  
**Consultant Agreement**

### **ISSUE**

Approve a Consultant Agreement with KPG for final design and construction management services.

### **BACKGROUND**

A construction contract was awarded to Marshbank Construction, Inc. for construction of drainage improvements along the northern portion of East Marginal Way South. This project will reestablish a drainage connection to the Duwamish River and will add water quality treatment for a portion of East Marginal Way S. Construction is anticipated to begin in December 2020.

A consultant agreement was executed with KPG for design and construction management of this project under Contract No. 14-010 for \$403,101.72. This contract inadvertently expired on July 31, 2020 prior to it being extended.

### **DISCUSSION**

A new consultant contract is necessary to provide construction engineering and final design following the expiration of Contract No. 14-010. This new contract has a nearly identical scope and fee as the previous contracted work with the only change being a new completion date and a provision to pay for consultant expenses for work on scope items that occurred after the expiration of the previous contract.

### **FISCAL IMPACT**

Budget remains to complete this project and no additional costs are anticipated at this time. KPG has expended \$203,125.74 of Contract No. 14-010, leaving a balance of \$179,978.98. KPG has prepared the attached contract, scope of work, and fee to complete the design and provide the necessary construction management services. The proposed contract amount for this work is \$179,978.98.

### **RECOMMENDATION**

Council is being asked to authorize the Mayor to execute a consultant agreement for design and construction management services with KPG Inc. in the amount of \$179,978.98 for the East Marginal Way Stormwater Outfall Project and consider this item on the Consent Agenda at the November 23, 2020 Special Meeting.

Attachment: KPG Consultant Agreement and Scope of Work



**CONSULTANT AGREEMENT FOR  
ENGINEERING SERVICES**

**THIS AGREEMENT** is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and KPG, Inc., hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform engineering services in connection with the project titled ‘East Marginal Way South Stormwater Outfalls Project’.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2021, 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, 2021 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
  - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “B” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$179,978.98 without express written modification of the Agreement signed by the City.
  - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
  - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
  - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  4. Professional Liability with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- D. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.
- E. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
  - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
  - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk  
City of Tukwila  
6200 Southcenter Boulevard  
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

KPG  
3131 Elliott Ave, Suite 400  
Seattle, WA 98121

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF TUKWILA

CONSULTANT

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

By: \_\_\_\_\_

Printed Name: Nelson Davis, KPG

Title: Principal

Attest/Authenticated:

Approved as to Form:

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

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

## **EXHIBIT A**

### **City of Tukwila**

#### **East Marginal Way South Stormwater Outfalls Project**

#### **Final Design and Construction Services**

#### **Scope of Work**

**November 03, 2020**

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This Contract is provided to complete work originally scoped under Supplement No. 6 for Contract 14-010. Contract completion was delayed as a result of grant funding delays by the Department of Ecology and inadvertently allowed to expire. This Contract provides for work performed within the original contract scope and budget between the previous contract expiration date of July 31, 2020 and contract completion.

Drainage from East Marginal Way South historically discharged through outfalls owned and operated by the Boeing Company, Jorgensen Forge, and two King County Airport storm systems. The Jorgensen Forge outfall was abandoned in 2012 under orders from the Department of Ecology (DOE) due to contaminants within the conveyance pipe and this East Marginal Way South discharge has been temporarily diverted to the King County Airport outfall.

Improvements are proposed to utilize the Boeing Z Line outfall in lieu of the King County Airport. This project will improve water quality in the Duwamish River through the installation of conveyance, stormwater treatment facilities, and permeable pavement, as well as lining a leaky storm pipe along East Marginal Way. The project will provide water quality treatment for total suspended solids (TSS) and will reduce groundwater contamination.

Under previous contract authorization, KPG prepared topographic survey, a pre-design report, limited environmental approvals, and preliminary design in the format required for the *2013-15 Municipal Stormwater Capacity Grant Program*. DOE has provided comments to this report and determined that the project remains eligible for final design and construction grant funds; however, these funds were put on hold in 2015 due to a lack of available funds. Funding was recently re-authorized by DOE to complete final design and construction.

This supplement is provided to complete environmental documentation, geotechnical analysis, final design, bid period services, and construction management in accordance with the attached scope of work and grant funding requirements.

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

- 1.1 The Consultant will provide continuous project management for the project duration (8 months for final design).
- 1.2 The Consultant shall prepare monthly progress reports identifying work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs. The monthly progress reports shall be submitted with invoices.

### Task 1 Deliverables:

- *Monthly progress reports during design period (8 months).*

## **TASK 2 – PERMITTING**

- 2.1 The Consultant shall prepare a draft and final SEPA checklist describing the project improvements for submittal and coordination by the City.
- 2.2 The Consultant shall prepare and submit an Inadvertent Discovery Plan (IDP) in accordance with DOE grant requirements. The IDP will be included as an appendix to the final project specifications.

### Task 2 Deliverables:

- *Draft and Final SEPA checklist, 2 paper copies and 1 pdf.*
- *IDP uploaded to DOE EAGL site for approval.*

### Task 2 Assumptions:

- *No other permits will be required.*
- *Previous EO 05-05 approval from DAHP remains valid.*
- *Fees, signage, and public notice of SEPA will be by the City.*

## **TASK 3 – GEOTECHNICAL EXPLORATION**

- 3.1 Previous geotechnical analysis by GeoDesign under subcontract to the Consultant will be utilized for final design. We have included a \$5,000 budget for final design support and to incorporate comments on the draft geotechnical report in order to prepare the final geotechnical report.

## **TASK 4 – UTILITY AND AGENCY COORDINATION**

- 4.1 Washington Department of Ecology: The Consultant shall prepare for and attend up to two (2) coordination meetings and provide necessary phone and email communication with DOE and the City for review and comment of the pre design and design submittal.



- 4.2 Boeing: The Consultant shall prepare for and attend up to two (2) coordination meetings with the City and Boeing to coordinate access and design information for work on Boeing property.
- 4.3 Private Utilities (gas, water, sewer, power, telephone, cable): The Consultant shall distribute design submittals to utility owners and identify and conflicts and potholing needs. Utility provided potholes shall be surveyed by the Consultant and incorporated into base maps.

Task 4 Deliverables:

- *Plan distribution to private utilities.*

Task 4 Assumptions:

- *Potholing of existing private utilities, if required, will be performed by the utility owner and is not included in this scope of work.*
- *No permits will be required by BNSF for work in the City right of way.*
- *Obtaining easements from Boeing is not included in this scope of work.*

## **TASK 5 – FINAL DESIGN**

The Consultant shall prepare Final Plans, Specifications and Estimates for review and approval by the City based on City and DOE comments received at the preliminary design submittal and DOE grant requirements. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project specific details as required.

- 5.1 The Consultant shall review and update previous design report and preliminary design based on comments received in 2015 from the City and DOE. Design Report and 90 percent plans, specifications, and estimate will be uploaded to the DOE EAGL site as required by the grant.
- 5.2 Respond to up to two (2) rounds of DOE comments in order to obtain DOE acceptance of the Design Report and 90% Plans.
- 5.3 The Consultant shall prepare draft Bid Plans for submittal to the City and upload to the DOE EAGL site as required by the grant. Mechanical and electrical support for stormwater pump station design will be provided by the City's proprietary pump system supplier, Calvert Technical Services, Inc. A \$5,000 allowance is provided for design review and input from Calvert Technical Services, Inc.
- 5.4 The Consultant will calculate quantities and prepare construction cost opinions in support of the 90% and Final Bid Plans and upload to DOE EAGL site as required by the grant.
- 5.5 The Consultant will prepare 90% and Final Bid Specifications for review and approval by the City and DOE. Specifications will be based on 2018 WSDOT Standard Specifications, using contract boilerplate and general special provisions provided by the City.
- 5.6 Prepare a preliminary Construction Schedule in accordance with DOE grant requirements and upload to EAGL site. The Construction Schedule will be used for determining contract working

days; however, the actual schedule and sequencing will be determined by the Contractor in accordance with Contract requirements.

- 5.7 Upload final Bid Documents to BXWA.com in .pdf format for bidding. The Consultant shall respond to bidder inquiries, prepare necessary addenda, attend bid opening, and prepare recommendation for award letter for City consideration.

Task 5 Deliverables:

90% and Bid Submittals

- One (1) ½-size unbound, seven (7) ½-size bound of the Construction plans. Upload to DOE EAGL site.
- One (1) hard copy, and two (2) electronic version (PDF and Excel) of the Engineer's Estimate of Probable Cost. Upload to DOE EAGL site.
- One (1) electronic version of the Special Provisions and seven (7) hard copies. Upload to DOE EAGL site.
- One (1) hard copy and .pdf with a summary of responses to the previous submittal. Upload to DOE EAGL site.
- One (1) hard copy and .pdf of preliminary construction schedule. Upload to DOE EAGL site.
- Addenda, Bid Tabulation, and Recommendation to either award or reject low bidder, .pdf.

Task 5 Assumptions:

- Topographic survey prepared under previous authorization will be used for final design.
- Scope of improvements for final design will be in general accordance with 2015 design report and preliminary design.

**TASK 6 – CONSTRUCTION PHASE SERVICES**

This work will provide construction management services for the construction contract. 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. The objective and purpose of this task 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. The following general assumptions were used for developing this budget estimate:

**General Assumptions:**

- The **proposed project team** will include one part-time documentation control specialist, a part-time resident engineer during construction activities, a full-time inspector, sub-consultants to provide services for materials testing, and other supporting tasks as deemed necessary. It is anticipated that full- time site observation will be required for the entirety of the project.
- The level of service is based on a construction project duration of approximately **40 working**

**days.**

- KPG estimates a total project construction duration of 60 working days (12 weeks) including preconstruction service, construction services, and project closeout. No suspensions or stop work periods are anticipated during this duration; however, a procurement suspension may be considered prior to beginning construction if requested by the Contractor.
- 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.
- 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 that require a level of engineering expertise outside of the capabilities of the field personnel.
- Services will be performed in accordance with the Contract plans & special provisions, and City engineering standards.

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

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

6.2 **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.

6.3 **Field Construction Services** shall include:

**A. On-site Observation:** The Consultant shall provide the services of one full time inspector during construction activities and other tasks necessary to monitor the progress of the work. Construction staff shall oversee the following items of work, on the project site, and will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and the City:

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

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

**B. 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.

**C. 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.

*Assumptions:*

- Consultant will provide observation services for the days/hours that the contractor's personnel are on-site.
- Consultant will provide qualified personnel for inspection of all bid item work.
- The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work, and pursue the other remedies in the interests of the City, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractors' performance, and it is understood that Consultant shall assume no responsibility for: proper construction means, methods, techniques; project site safety, safety precautions or programs; or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or City's expectations.

*Deliverables:*

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

**6.3 Office Construction Services** shall include:

- 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 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 as well as CAD updates incorporating these markups.
- 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

#### 6.4 Submittal and 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
- Completed Record of Material for Material Certification

6.5 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

**Additional Services**

The City may require additional services of the Consultant in order to advance the project corridor through final design, bidding and/or construction. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited to the following:

- Right of way and easement research and/or acquisition
- Additional design or construction assistance

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.



**Exhibit B**  
**City of Tukwila**  
**East Marginal Way Stormwater Outfalls**  
**Final Design and Construction Management**  
**November, 2020**



Task No.	Task Description	Labor Hour Estimate														Total Hours and Labor Fee Estimate by Task	
		Principal	Engineering Mgr	Sr. Engineer	Construction Mgr	Sr. Transp. Planner	Project Engineer	Design Engineer	Project Land. Arch.	CAD Technician	Engineering Technician	Survey Crew I	Survey Crew II	Office Admin	Engineering Assistant	Hours	Fee
			Sr. Const Mgr	Aviation Mgr	Urban Design Mgr	CAD Mgr	Project Surveyor	Resident Engineer	Construction Office Engr	Documentation Specialist	Landscape Technician			Construction Admin			
			Survey Mgr	Architecture Mgr		Business Manger			Sr. Constr Observer	Sr. Admin	Construction Observer			Construction Technician			
		\$ 225.00	\$ 202.00	\$ 184.00	\$ 163.00	\$ 156.00	\$ 141.00	\$ 128.00	\$ 118.00	\$ 112.00	\$ 104.00	\$ 165.00	\$ 215.00	\$ 92.00	\$ 70.00		
<b>Task 1 - Management, Coordination, Administration</b>																	
1.1	Project Management (8 months)	8				4				8					8	28	\$ 3,880.00
1.2	Prepare monthly progress reports	4					4			8						16	\$ 2,360.00
	<b>Task Total</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>44</b>	<b>\$ 6,240.00</b>
<b>Task 2 - Permitting</b>																	
2.1	Prepare and submit SEPA checklist	2		4			8	8		4					4	30	\$ 4,066.00
2.2	Prepare IDP	2					8			4						14	\$ 2,026.00
	<b>Task Total</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>44</b>	<b>\$ 6,092.00</b>
<b>Task 3- Geotechnical Exploration</b>																	
3.1	Geotechnical coordination for final design	2		4			8	4		2						20	\$ 3,050.00
	<b>Task Total</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>\$ 3,050.00</b>
<b>Task 4 - Utility and Agency Coordination</b>																	
4.1	DOE coordination	4		8			16	8		4						40	\$ 6,100.00
4.2	Boeing coordination						4			4						8	\$ 1,012.00
4.3	Franchise utility coordination						8	8		4						20	\$ 2,600.00
	<b>Task Total</b>	<b>4</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>16</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>68</b>	<b>\$ 9,712.00</b>
<b>Task 5 - Final Plans, Specifications, and Estimates</b>																	
5.1	Update Design Report and 90% Plans	4		16			40	24		16					8	108	\$ 14,908.00
5.2	Response to DOE comments	2		4			8	8								22	\$ 3,338.00
5.3	Prepare Draft Bid Documents	4		8			40	40		8					8	108	\$ 14,588.00
5.4	Calculate quantities and prepare cost opinions	2		4			8	8								22	\$ 3,338.00
5.5	Prepare specificaitons	4		8			16	8		8						44	\$ 6,548.00
5.6	Prepare preliminary construction schedule		8													8	\$ 1,616.00
5.7	Bid Period Services	2		4			8	8		4					4	30	\$ 4,066.00
	<b>Task Total</b>	<b>18</b>	<b>8</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>120</b>	<b>96</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>342</b>	<b>\$ 48,402.00</b>
<b>Task 6 - Construction Phase Services</b>																	
6.1	Management, Coordination and Administration	24			24					24						72	\$ 12,000.00
6.2	Preconstruction Services						32	32	32				16			112	\$ 12,928.00
6.3	Field Construction Services						100	400								500	\$ 60,000.00
6.4	Office Construction Services						80		280				40			400	\$ 45,280.00
6.5	Submittal and RFI processing						60	60		40	16		24			200	\$ 24,492.00
6.6	Change Management						20	30		32	8		8			98	\$ 11,812.00
	<b>Task Total</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>80</b>	<b>302</b>	<b>432</b>	<b>408</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>0</b>	<b>1382</b>	<b>\$ 166,512.00</b>
<b>Total Labor Hours and Fee</b>																	
		<b>64</b>	<b>8</b>	<b>60</b>	<b>24</b>	<b>4</b>	<b>256</b>	<b>426</b>	<b>432</b>	<b>482</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>32</b>	<b>1,900</b>	<b>\$ 240,008.00</b>
<b>Subconsultants</b>																	
															Geotechnical - GeoDesign allowance	\$	5,000.00
															City pump supplier allowance	\$	5,000.00
															Construction Materials Testing Allowance	\$	10,000.00
															<b>Total Subconsultant Expense</b>	<b>\$</b>	<b>20,000.00</b>
<b>Reimbursable Direct Non-Salary Costs</b>																	
															Mileage at current IRS rate	\$	2,000.00
															Reproduction and Field Supplies	\$	1,500.00
															<b>Total Reimbursable Expense</b>	<b>\$</b>	<b>3,500.00</b>
															<b>Original Project Budget</b>	<b>\$</b>	<b>263,508.00</b>
															<b>Less Previous Amount Spent</b>	<b>\$</b>	<b>(83,529.02)</b>
															<b>Total Contract Budget</b>	<b>\$</b>	<b>179,978.98</b>