



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety Committee
FROM: Rachel Bianchi, Deputy City Administrator
Hari Ponnekanti, Public Works Director
BY: Justine Kim, Senior Project Manager, Shiels Obletz Johnsen, Inc.
CC: Mayor Allan Ekberg
DATE: May 10, 2021
SUBJECT: Public Safety Plan/Public Works Building Tenant Improvements Project
Project No. 91630601, SOJ, Contract No. 16-179, Amendment No 3
Intergenerational Youth and Senior Center Project
Project No. 92030601, SOJ, Contract No. 21-036, Amendment No 1

ISSUE

This memo requests approval of two contract amendments for Shiels Obletz Johnsen (SOJ): (a) Contract No. 16-179 Amendment No 3 to SOJ’s Tukwila Public Safety Plan Contract for Public Works Building Tenant Improvements) and (b) Contract No. 21-036 Amendment No 1 to SOJ’s Intergenerational Youth and Senior Center Contract for project management services on the current outreach phase. The expenditures associated with these tasks are anticipated and are included in the Council approved project budgets.

BACKGROUND

For the Public Works Project: The City hired SOJ to perform project management services for the Public Safety Plan. The current contract amount—including Amendment No 1—is \$3,187,614. Amendment No 2 was a no cost time extension through December 31, 2021. The table below shows the original contract breakdown of fees dedicated to each project, including Amendment No 1. The scope of work for the Public Works project included management for site selection and procurement, as well as the development of a master plan and programming efforts. Now that the Phase I tenant improvement work is underway, SOJ is requesting an amendment to complete construction management.

Table with 2 columns: Project Name and Amount. Rows include Justice Center, Fire Station 51, Fire Station 52, Fire Station 54, Public Works, and a TOTAL row.

For the Intergenerational Youth and Senior Center Project: SOJ’s initial fee and scope was for Phase I, which included the initial establishment of project schedule, assistance with procurement of the project partners, strategic exploration, and community outreach outline establishment assistance in the amount of \$39,264.00.

ANALYSIS

For the Public Works Project: SOJ has provided a proposal for Contract No 16-179 Amendment No 3. These services include assisting with the Fleets and Facilities (Heiser Building) Tenant Improvement Project Construction Administration (CA). SOJ’s efforts will be from April 2021 through February 2022, assuming the current project substantial completion date of early December 2021. This amendment also extends the contract duration through December 31, 2022.

For the Intergenerational Youth and Senior Center Project: SOJ has submitted its Contract No. 21-036 Amendment No 1 to continue working on the project. This amendment scope includes continued management of project progress, schedule, assistance with the public outreach process by the City of

Tukwila and McGranahan Architects, including the site selection process management. SOJ will also oversee programming and feasibility study efforts to be evaluated by the Council.

FISCAL IMPACT

The expenditures associated with these tasks are anticipated and are included in the Council approved project budgets.

For the Public Works Project: SOJ’s existing contract has an expected total remaining balance of approximately \$59,778.04 after the completion of the Public Safety Plan Projects (Justice Center and Fire Station 51, 52, 54). In addition, we currently carry a \$15,352.31 balance in the Public Works budget through the end of March. We can apply those two balances, which total \$75,130.35, toward the Public Works Project management to partially offset the project’s budget impact. SOJ has provided a proposed contract amendment for \$127,617.65 to perform the services in Contract No. 16-179 Amendment No 3. The total estimated cost is \$202,748.00. The table below shows the initial contract amount, the amendment amounts, and the new not-to-exceed total.

Public Safety Plan Project	
Original Contract Amount for Public Safety Plan	\$2,694,716.00
Amendment No. 1 (additional scope to all project sites)	\$492,898.00
Amendment No. 2 (no cost time extension)	\$0.00
Amendment No. 3 (PW Fleets and Facilities CA)	\$127,617.65
Total Contract Amount	\$3,315,231.65

For the Intergenerational Youth and Senior Center Project: SOJ has provided a cost of \$94,380.00 to perform the services in Contract 21-036 Amendment No 1. The estimated staffing levels for this amendment is a total amount of \$144,380.00. However, SOJ is offering to provide pro bono hours worth \$50,000 to help offset the budgetary impact while keeping the integrity of authentic public outreach process outlined for this project. The table below shows the initial contract amount, the amendment amount, and the new not-to-exceed total.

Intergenerational Youth and Senior Center Project	
Original Contract Amount	\$39,264
Amendment No. 1 (\$144,380 - \$50,000)	\$94,380
Total Contract Amount	\$133,644

Project Management Quality Assurance (PMQA) consultant Steve Goldblatt has reviewed the documents for both amendments and provides his concurrence.

RECOMMENDATION

Approve both Contract Amendment No 3 to Contract No.16-179 and Contract Amendment No 1 to Contract No. 21-036 with SOJ. Forward to May 24, 2022 Committee of the Whole and, if there is consensus at that meeting, to the Special meeting following the COW.

ATTACHMENTS

Contract Amendment No 3 to Contract #16-179 with SOJ
 SOJ proposal for services with Scope of Work and Fee

Contract Amendment No 1 to Contract #21-036 with SOJ
 SOJ proposal for services with Scope of Work and Fee



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:16-179(c)

CONTRACT FOR SERVICES

Amendment No. 3

Between the City of Tukwila and Shiels Oblatz Johnsen, Inc.

That portion of Contract No. 16-179 between the City of Tukwila and Shiels Oblatz Johnsen, Inc. is hereby amended as follows:

Section 1 Project Designation: The Consultant is retained by the City to perform Project Management services in connection with the project titled Tukwila Public Safety Plan and PW Fleets and Facilities Building Tenant Improvements Projects.

Section 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, 2022, 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, 2022 unless extension of such time is granted by writing by the City.

Section 4 Payment. The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:

Payment for the work provided by the Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to the Consultant shall not exceed **\$3,315,231.65** (including estimated expenses) without express written modification of the Agreement signed by the City. The total fee for additional services related to Amendment No. 3 are **\$127,617.65**.

All other provisions of the contract shall remain in full force and effect.

Dated this _____ day of _____, 2021.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

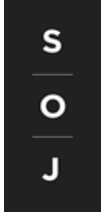
Brad Tong, Managing Director

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

Christy O'Flaherty, MMC, City Clerk

Office of the City Attorney



May 1, 2021

Hari Ponnekanti
 Director of Public Works
 6200n Southcenter Blvd.
 Tukwila WA 98188

Project: **Tukwila Public Works – Fleets and Facilities (Heiser Building Tenant Improvement)**

Subject: Proposal for Construction Administration Management

Dear Hari:

SOJ is please to submit our proposal to assist with the Fleets and Facilities Heiser Building Tenant Improvement Project Construction Administration.

Fee

\$127,617.65 (including \$4,500 of reimbursable expenses) for continued assistance with the management of on-going Tenant Improvement construction being executed by Lincoln Construction Company and SHKS architects. The total estimated effort is \$198,248. However, our existing contract with the City of Tukwila (contract number 16-179) is expected to have a balance of approximately \$59,778.04 after the completion of Public Safety Projects (Justice Center, Fire Station 51, 52 & 54). In addition, we currently carry a \$15,352.31 balance in the Public Works budget through the end of March. We can apply those two balances, which total \$75,130.35 toward this project's management, which will help offset the project budget impact. See attached worksheet for staffing estimates.

Duration

We are forecasting that this proposal covers our efforts from April 2021 through February 2022 assuming the project completion of achieving Substantial Completion of early December 2021 remains unchanged.

Scope of Services

- Please see attached list of Construction Administration scope of work.

We appreciate your consideration of the above and look forward to your response.

Sincerely,

Justine Kim
 Partner / SOJ
 Cc: File

Construction Phase Scope of Work

1. Owner's Representative - will represent the Owner at all times on project matters.
3. Contracts - administer the contracts to be executed between Owner and a contractor.
5. Observation of the Construction Work - observe the progress of the construction and document findings in a written monthly Field Report.
6. Inspections - perform regular on-site observations of construction contractor's work as frequently as necessary and take other actions in coordination with the Architect and any special inspectors to protect the Owner's interests.
8. Meetings - attend weekly OAC meetings.
9. Schedule - review construction contractor's schedule for compliance with the contract requirements to confirm that it is generally realistic to meet the schedule. Will monitor the construction contractor's progress in meeting the project schedule.
10. Budget - regularly monitor Owner's construction budget for the Project, identify variances between actual and estimated construction costs, advise the Owner, and counsel the Owner concerning any action that should be taken.
11. Changes - recommend appropriate changes to the work, review and analyze requests for changes and submit recommendations to the Owner, assist in negotiations with the contractor, assist in negotiating contractor's proposals, prepare change orders for signatures of CPM, the Architect, and for final authorization by the Owner.
13. Contractor and A/E Claims - assist in reviewing, analyzing, and processing contractor and A/E change orders and make recommendations to the Owner concerning a contractor who is not performing in accordance with the applicable construction contract.

14. Consultants and Testing - If required or requested by Owner, assist the Owner in selecting and retaining the professional services of surveyors, soils engineers, special consultants, and testing laboratories and shall coordinate their services.
16. Contractor Submittals - oversee maintaining of a log of the shop drawings submitted by the Contractor to the Architect for review and approval. The CPM receive copies of all pertinent (Owner's) submittals from the Contractors and facilitate the Owner's review completeness and coordinate with the architects.
18. Project Records - maintain record copy of all construction contracts, drawings, specifications, addenda, change orders, other modifications and other documents that are associated with the construction contracts or work.
21. Owner-Furnished Equipment - ensure proper coordination between furnishings, fixtures and equipment (FF&E) that are part of the Project and building systems to support FF&E conditions and requirements. Where appropriate, the CPM shall assist Owner staff in overall coordination of FF&E delivery and installation among the contractors and FF&E vendors.
23. Nonconforming Work - bring defect (nonconforming work with the construction contract), the to the attention of Architect (if appropriate) and Owner. Assist in identifying the problem and recommend a solution.
24. Punch List Work - coordinate with the Architect and Owner consultants to develop a punch list(s), and coordinate with the Contractor a schedule for completion. Determine all "punch list" work is complete prior to recommending approval of final payment.
25. Substantial Completion - Oversee and manage the construction contractors to achieve substantial completion of the project by the date agreed upon by contractor and Owner in the construction contract.
26. Commissioning - Coordinate commissioning activities with the Owner's Commissioning Agent, and the contractor. Facilitate scheduling of operation and maintenance training sessions for systems and equipment.
27. Closeout - Facilitate obtaining keys and a copy of all warranties, guarantees, manuals, and related documents and deliver them to Owner's staff.
28. Schedule of Values and Contractor Applications for Payment - Review and determine construction contractor's schedule of values is reasonable. Review the progress of construction with the contractor, observe work in place and properly stored materials on a monthly basis, and evaluate the percentage complete of each construction activity shown in the Applications for Payment.

29. Permits - will assist Owner in obtaining building occupancy permits.
30. Lien Releases - before recommending final payment, obtain the releases of claims and liens required by the construction contract.
31. Warranty Inspections - will administer all warranty and maintenance related requests. Approximately eleven months after Final Acceptance of the facilities, coordinate an inspection with Owner, A/E, and contractor to assist Architect in identifying and reporting any defects in the work that should be corrected.



Public Works Fleet and Facilities - Construction Administration

5/4/2021

		2021 \$ Rates												Total Hrs
		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total Hrs	
Rates are 2021 \$														
Justine Kim	Est. Hours	32	32	32	32	32	32	32	32	20	10	10	296	\$68,672
	Billing Rate: \$232/hour													
Paul Schlachter	Est. Hours	48	48	48	48	48	48	48	48	48	20	20	472	\$91,096
	Billing Rate: \$193/hour													
Adam Strutyński	Est. Hours	10	10	10	10	10	10	10	10	10	0	0	90	\$13,680
	Billing Rate: \$152/hour													
Matt Strutyński	Est. Hours	30	30	30	30	30	30	30	30	30	20	20	310	\$24,800
	Billing Rate: \$80/hour													

Equivalent FTE: **\$198,248**

Reimbursable Expenses: 500 500 500 500 500 500 500 500 500 500 500 0 0 0 \$4,500

Total: **\$202,748**
 Existing Contract Balance: **\$75,130.35**
 Contract Amendment: **\$127,617.65**



CONTRACT FOR SERVICES

Amendment No. 1

Between the City of Tukwila and Shiels Oblatz Johnsen, Inc.

That portion of Contract No. 21-036 between the City of Tukwila and Shiels Oblatz Johnsen, Inc. is hereby amended as follows:

Section 1 Project Designation: The Consultant is retained by the City to perform Project Management services in connection with the project titled Tukwila Intergenerational Youth and Senior Center Project.

Section 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.

Section 4 Payment. The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:

Payment for the work provided by the Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to the Consultant shall not exceed **\$133,644** (including estimated expenses) without express written modification of the Agreement signed by the City. The total fee for additional services related to Amendment No. 1 are **\$94,380**.

All other provisions of the contract shall remain in full force and effect.

Dated this _____ day of _____, 2021

CITY OF TUKWILA

CONSULTANT

Allan Ekberg, Mayor

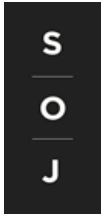
Brad Tong, Managing Director

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

Christy O'Flaherty, MMC, City Clerk

Office of the City Attorney



May 1, 2021

Rachel Bianchi
Deputy City Administrator
6200n Southcenter Blvd.
Tukwila WA 98188

Project: **Tukwila International Blvd. (TIB) Neighborhood Teens and Senior Center (TSC) Project**

Subject: Proposal for PHASE II – Contract amendment for Public Outreach, Programming and Feasibility study management

Dear Rachel:

SOJ is please to submit our contract amendment proposal to continue to assist with the new City of Tukwila's TIB Neighborhood Teens and Senior Center project, as described below.

Fee

\$94,380 for continued management of project progress, schedule, assistance with public outreach process by the City of Tukwila and McGranahan Architects, including the site selection process management. Please see the estimated staffing levels showing the total amount of \$144,380 on the attached spreadsheet. In addition, SOJ is pleased to inform you that our firm is committed to contributing our Pro Bono hours (\$50,000 worth) toward realizing the authentic community engagement that will help inform the TSC project. Our existing contract amount is \$39,264, and this proposed amendment of \$94,380 will bring the new total contract amount to \$133,644.

Duration

We are forecasting that this proposal covers our efforts from April 2021 through January 2022 closely adhering to the current project schedule to complete the work by end of this year.

Scope of Services

PHASE II scope of services will include:

- Manage and update project schedule for the public outreach and project programming efforts over the next 8 or 9 months.
- Assist with refining approaches to public outreach to ensure community voice leads design and program direction.
- Assist with website design and management of regular updates to content.
- Assist with public site selection process and reporting to the council of progress.
- Manage the A/E team's performance throughout the project duration.
- Oversee program development and feasibility analysis and assist with presentation to council.

We appreciate your consideration of the above and look forward to your response.

Sincerely,



Justine Kim
Partner / SOJ
Cc: File

