



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**
 BY: **Joshua Hopkins, Surface Water Project Manager**
 CC: **Mayor Allan Ekberg**
 DATE: **September 30, 2022**
 SUBJECT: **Surface Water Fund – Stormwater Quality Retrofit Program**
Project No. 91241202
Consultant Selection and Agreement

ISSUE

Approve a contract with KPG Psomas, Inc. to provide design and construction management services for the Stormwater Quality Retrofit Program in the amount of \$198,827.00.

BACKGROUND

The goal of the Stormwater Quality Retrofit Program is to improve the water quality of stormwater discharges to the Green-Duwamish River from City roads. This project will retrofit two City street discharge points – they were prioritized from a list of eight identified by City staff. In a prior contract, KPG Psomas analyzed and prioritized these eight discharge points based on seven criteria and developed four priority sites to 90% Plans. This contract will develop bid documents for two of the four priority sites and include construction management. Lessons learned from this contract and findings from the prior contract will be used to develop a cost-effective template for future retrofits.

DISCUSSION

The current MRSC Consultant Roster was reviewed, and three firms were short-listed based on statement of qualifications to provide design and construction management services. The Summary of Qualifications for design and construction management were evaluated for each firm and KPG Psomas was selected as the firm that best met the requirements. KPG has a history of delivering projects on schedule and within budget (e.g., Annual Small Drainage Program) and City staff continue to be very satisfied with their work.

FINANCIAL IMPACT

KPG provided a cost estimate of \$198,827.00 for design and construction management. Grant funds are sufficient to cover the costs of the contract since the City has received \$1,365,615.00 in grant funding from the Department of Ecology (DOE) and King County (KC) for design, construction, and construction management costs of the Stormwater Quality Retrofit Program.

	<u>Cost Estimate</u>	<u>Fund Source</u>	<u>Project Budget</u>
KPG Contract	\$198,827.00	DOE Grant	\$1,176,341.00
		KC Grant	<u>189,274.00</u>
Total	\$198,827.00		<u>\$1,365,615.00</u>

RECOMMENDATION

Council is being asked to approve a consultant agreement with KPG Psomas Inc, in the amount of \$198,827.00 for design and construction management for the Stormwater Quality Retrofit Program and consider this item on the Consent Agenda at the October 17, 2022 Regular Meeting.

ATTACHMENTS: 2021 CIP, Page 79
Consultant Contract, Scope, and Fee

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Storm Water Quality Retrofit Program Project No. 91241202

DESCRIPTION: Provide, design, and install water quality testing and improvements at selected drainage locations.

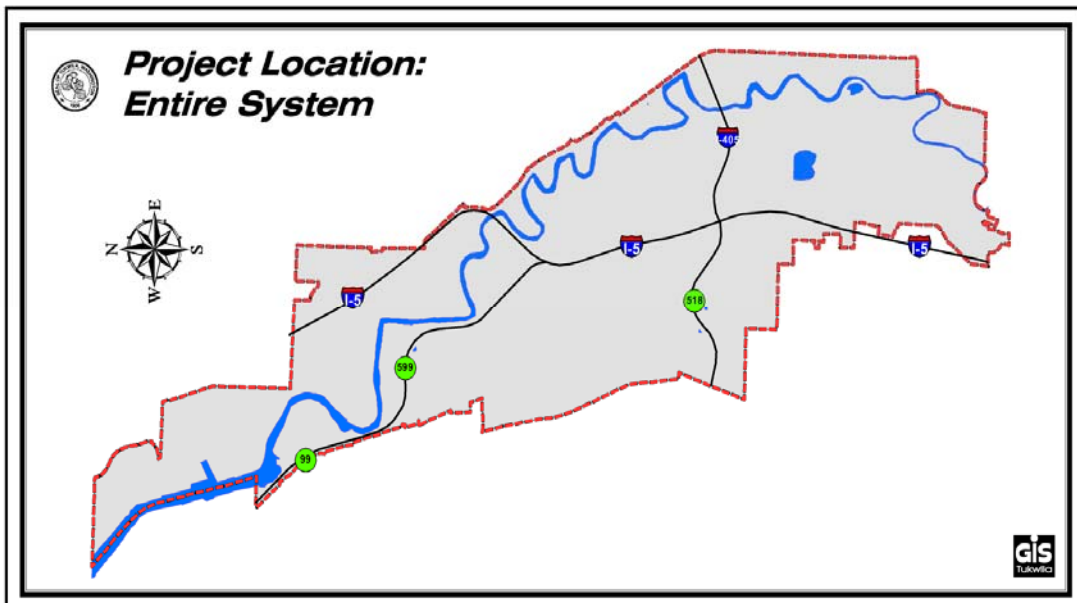
JUSTIFICATION: Most surface water is discharged directly to receiving water bodies untreated.

STATUS: Water quality retrofit has been added to CIP projects since 2015 (Interurban and 53rd Ave S).

MAINT. IMPACT: Expected to increase maintenance.

COMMENT: Combine with other CIP projects for design and construction, where feasible. For 2021, funding for added improvements to the West Valley Highway project. A proposed State DOE grant is listed in 2022.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
EXPENSES										
Design	41	290	20	20	10	10	15	15	20	441
Land (R/W)		5								5
Const. Mgmt.			15	594	15	15	15	10	15	679
Construction			80	2,700	80	80	80	80	80	3,180
TOTAL EXPENSES	41	295	115	3,314	105	105	110	105	115	4,305
FUND SOURCES										
Awarded Grant	22	222								244
Proposed Grant				2,160						2,160
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	19	73	115	1,154	105	105	110	105	115	1,901
TOTAL SOURCES	41	295	115	3,314	105	105	110	105	115	4,305





PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and KPG Psomas 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 Design and Construction Management services in connection with the project titled Stormwater Outfalls Water Quality Retrofit .
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A-1” and “A-2” 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, 2023 , 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, 2023 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 “D-1” and “B-2” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$198,827.00 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
 - B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
 - C. **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.
 - D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - E. **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 Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
 - F. **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.
 - G. **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.** Contractor, 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, the presence of any disability, or any other protected class status under state or federal law, 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 Psomas, Inc.
3131 Elliot Avenue, 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 _____, 20_____.

CITY OF TUKWILA

CONSULTANT

Allan Ekberg, Mayor

By: _____

Printed Name: Nelsen Davis

Title: Principle

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O'Flaherty

Office of the City Attorney

EXHIBIT A-1
City of Tukwila
Stormwater Outfall Water Quality Retrofit Project
Scope of Work
August 30, 2022

This project will prepare final design for stormwater treatment facility designs that were submitted at 90% design through the grant funds from State of Washington Department of Ecology (“Ecology”) Agreement No. WQC-2017-Tukwil-00158 (“Grant Agreement”).

The City of Tukwila has been selected to receive funding DOE Agreement No. WQC-2023-Tukwil-00073 (“Grant Agreement”) in the State Fiscal Year 2023 (SFY23) Funding Cycle.

KPG Psomas will support this project by providing professional services as described in the following Scope of Work.

TASK 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

- 1.1 The Consultant will provide continuous project management for the project duration. (12 month duration)
- 1.2 The Consultant will prepare for, attend and provide written meeting notes for six virtual design coordination meetings with City staff and/or agency stakeholders.
- 1.3 The Consultant will provide internal quality assurance/quality control (QA/QC) reviews of all major deliverables prior to submittal to the City.

Task 1 Deliverables:

- *Monthly progress reports*

Task 1 Assumptions:

- *Estimated project duration is 12 months*
- *City will prepare all progress reports and reimbursement requests for Ecology required by Grant Agreement*

TASK 2 – SURVEY AND BASE MAPPING

This task will provide topographic survey and base map preparation for the Interurban Ave S site. This task will also include the work necessary to establish the existing right of way (ROW) using King County recorded documents. During preliminary design this site location utilized an outdated basemap on a different survey datum and over 12 years old. This new basemap will provide confirmation on existing storm depths, franchise utility locates, and intersection control for the proposed loop to vehicle video detection design.

- 2.1 Establish horizontal and vertical control points along the corridor for field topographic survey. Basis of control will be: Horizontal NAVD 83/2011, Vertical NAVD 88. Control points will be established and will be made available for use during design/construction. The consultant will locate, field survey, and calculate positions for monuments and control points throughout the project limits, using the Washington State Plane coordinate system. Conventional or GPS surveying methods will be used on this project.
- 2.2 The Consultant will perform field survey of planimetric features and utilities. Consultant shall subcontract with a utility locating company to paint all underground utility locations within survey area prior to performing field surveys. Topographic mapping of the existing ground will be taken at approximately at 25-foot intervals (to provide 2-foot contour intervals). Irrigation systems will not be included. Perform observation and measure-downs of existing storm drain catch basins and manholes and sewer manholes. The approximate size, type (brick, concrete), and general condition of the structures to confirm suitability for continued use, and approximate size and location of pipes will be documented. These observations will be made from the surface. The Consultant will perform CADD mapping work to prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD 2022 format of the project within the project area.

Task 2 Deliverables:

- *Electronic Base Map showing utility locations, surface features, contours, and existing right-of-way.*

Task 2 Assumptions:

- *Base map will be prepared in AutoCAD Civil 3D 2022 using KPG Psomas drafting standards.*
- *Right-of-way plans, legal descriptions, or acquisition will not be required.*
- *Potholing, if required, will be provided by private utility owners.*

TASK 3 – PERMITTING

The DOE Grant required permitting was completed during preliminary design and was submitted to Ecology by the City of Tukwila.

- 3.1 The Consultant shall prepare an application form for a City of Tukwila Special Permissions Permit for the project improvements at Tukwila International Blvd. This permit is a City requirement and will not be submitted to Ecology.

Task 3 Deliverables:

- *City Special Permissions Permit (draft & final – PDF).*

Task 3 Assumptions:

- *EO 05-05 Project Review Form and IDP submitted and approved by Ecology by City during preliminary design.*
- *SEPA was completed with DNS effect and was submitted to Ecology by City during preliminary design .*
- *Shoreline Substantial Development Permit submitted and approved by City during preliminary design.*

- *No water resources permits (WDFW Hydraulic Project Approval, Corps of Engineers 404/10 Permit, Ecology 401 Water Quality Certification) will be required.*

TASK 4 –FINAL DESIGN

The Consultant shall prepare final design and final plans, specifications and cost estimate for review and approval by the City and Ecology. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities and City standard details and WSDOT standard plans will be supplemented with project specific details as required. This task shall also include preparation of items required per the grant and Final Design Package submittals to Ecology, contents of which shall be prepared in accordance with the Ecology publication “Design Deliverables for Stormwater Projects with Ecology Funding”, dated August 2021.

- 4.1 Consultant shall prepare 100% Plans, Specifications, and Engineer’s Cost Estimate for the project. The 100% submittal will include responses to comments received from the 90% review by the City and Ecology. The design sites include: Tukwila International Blvd and Interurban Ave SE. The Interurban Ave SE site includes upgrade from loop to video detection for the signalized intersection.
- 4.2 The Consultant shall respond to Ecology comments on 100% Final Design Package submittal.
- 4.3 The Consultant shall calculate and submit a preliminary equivalent new/re-development area for the final design project locations in accordance with the Ecology grant Design Deliverables Document.
- 4.4 The Consultant shall prepare preliminary GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area shall include polygon features for stormwater facilities and contributing areas.
- 4.5 The Consultant shall continue coordination with City and franchise utility companies impacted by the project improvements. This effort will include sending letters to all utility providers serving the project site areas to confirm utility locations, identify planned upgrades, and identify potential conflicts. Any potholing will be completed by the Franchise Utility. This scope does not include any coordination for relocation or permit reviews for Franchise Utility relocation prior to project construction.
- 4.6 The Consultant shall prepare Contract Documents for Bid and upload to BXWA on behalf of the City. The Contract Documents will include responses to all comments received from the final 100% bid package review by the City and Ecology as part of the design grant agreement.

Task 4 Deliverables:

- *100% Plans, Specifications and Cost Estimate (PDF)*
- *Responses to City and Ecology 100% Review Comments (PDF)*
- *Proposed project area equivalent new/development area determination (PDF)*
- *Proposed project area shapefile (SHX file)*
- *Contract Bid Package (PDF)*

Task 4 Assumptions:

- *The Ecology required Design Report is finalized with acceptance and no further updates required.*
- *The City will upload all required documents to EAGL to satisfy the required “Design Deliverables for Stormwater Projects with Ecology Funding”, dated August 2021.*
- *100% Plans content:*
 - 1 Cover Sheet*
 - 1 Legend, Abbreviations, and Survey Notes*
 - 8 Stormwater Plans & Profiles, Stormwater Detail Sheets, & Loop to Video Detection*
 - Total: 10 Sheets*

TASK 5 – CONSTRUCTION BIDDING SUPPORT

- 5.1 The Consultant will assist the City PM in advertisement of the Contract Documents.
- 5.2 The Consultant will prepare addenda and respond to bidders questions relayed through the City. It is assumed that the Consultant will prepare up to two (2) addenda.
- 5.3 The Consultant will prepare Conformed Documents (to include all Project Addenda) for the City to be provided to the Contractor.

Task 5 Deliverables:

- *Prepare responses for up to four (4) bidder questions (incl. with Addenda)*
- *Prepare up to two (2) Addendum Packages*
- *Conformed Documents: (5) hard copies of half-size (11x17) and Specifications (8.5x11)*

Management Reserve

Included in this Contract’s Management Reserve includes, but is not limited to:

- Additional DOE Grant requirement requests not noted in scope.
- Any additional services requested from the City.

The above activities will require written authorization from City to access management reserve funds.

Additional Services

The City may require additional services of the Consultant in order to advance the project 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:

- Public outreach support
- Water resources permits
- Right of way and easement research and/or acquisition
- Providing construction phase support
- Preparation of Record Drawings

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 A-2

Construction Management Services

Scope of Work

City of Tukwila

Stormwater Outfall Water Quality Retrofit Project

City Project Number: xxxxxxxx

KPG Psomas Project Number: xxxxxxxx

September 1, 2022

KPG Psomas will provide construction management services for the construction contract to complete the City of Tukwila Stormwater Outfall Water Quality Retrofit Project. The City of Tukwila has been selected to receive funding through DOE Agreement No. WQC-2023-Tukwil-00073 (“Grant Agreement”) in the State Fiscal Year 2023 (SFY23) Funding Cycle. The proposed work includes:

Site 1: Tukwila International Blvd at SR 599 Off-Ramp
Install two new modular wetland units, storm conveyance pipe, and restoration of gore area to treat stormwater runoff before it outfalls to Riverton Creek.

Site 2: Interurban Ave S at 58th Ave S
Install new modular wetland unit, storm conveyance pipe, and street trench restoration to treat stormwater runoff before it outfalls to the Duwamish River. This location will also be replacing existing signalized intersection loops with permanent video detection.

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 level of service and fee is based on project duration of **35 working days**.
- The **proposed project team** will include a part time Project Manager (1 hr a week) part time Resident Engineer (15 hours a week), one full time Construction Inspector (45 hours a week), a part time Documentation Specialist (20 hours a week), and one part time Project Engineer from KPG Psomas’s design team to review submittals and interpret Contractor inquiries, as needed. The team also includes a sub-consultant to provide services for materials testing and construction site observation to satisfy Tukwila Municipal Codes for work within certain soil classifications.
- City will review and execute the insurance, bonds, and the Construction Contract.
- Consultant will coordinate during audits or traffic control operations related to project impacts and help the City to complete any other required correspondence with outside agencies.

EXHIBIT A-2

- The City will work with the Contractor to conduct all community outreach in relation to phasing and direct impacts due to construction. The City's Contractor shall be responsible for the communication to the community on schedule and work activities.
- KPG Psomas design engineers will be available during construction to answer questions and review RAM's, shop drawings, and answer RFI's.
- Consultant services will be performed in accordance with the WSDOT Construction Manual, Contract plans & special provisions, and City of Tukwila engineering standards.
- The franchise Utilities will provide field inspection for all work surrounding the construction or relocation of their utility systems if necessary.
- Coordination of construction with franchise utilities, if any, will be done by City Contractor. Consultant will help facilitate coordination between utilities and Contractor as needed or requested by City.

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, and ultimately that the City of Tukwila receives a successful review by any outside agency including state audits at the end of the Project.

TASK 1 – MANAGEMENT / COORDINATION /ADMINISTRATION

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

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

Deliverables:

- Monthly invoices and progress reports

TASK 2 – PRECONSTRUCTION SERVICES

- 2.1 **Administrative Services up to Contractor Notice to Proceed (NTP):** KPG Psomas will provide support startup of the project with any miscellaneous administrative needs not specifically outlined in items 2.2 – 2.8, which are further detailed below. One startup task includes generation of bid-tab and recommendation letter of award contract to apparent low bidder.

EXHIBIT A-2

- 2.2 Preconstruction (PreCon) Photos:** KPG Psomas staff shall collect and log a comprehensive set of precon photos, prior to City Contractor mobilizing to the site, for the purpose of documenting pre-existing site conditions. These shall be delivered to the City in digital form as part of the final project files.
- 2.3 Review Plans and Specs:** KPG Psomas staff shall familiarize themselves with all plans, specs, and City standards that will be incorporated into this project, in order to familiarize themselves with project limits, elements of work to be performed, measurement and payment, and other project-specific considerations, prior to the first working day.
- 2.4 Prepare Hard and Electronic Files:** The Consultant will prepare all electronic and hard copy files in preparation for the project. SharePoint will not be utilized on this contract.
- 2.5 Prepare Record of Materials (ROM):** Consultant shall modify WSDOT-provided ROM, to align with LAG manual exceptions and to improve ease of use by all project parties. In the absence of a WSDOT-provided ROM, KPG Psomas can generate a ROM from scratch, however creation of a complete project ROM is outside the scope of the current budget and may require a supplement.
- 2.6 Preconstruction Conference:** KPG Psomas will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City's offices or via an on-line platform of the City's choice. The Consultant's team will attend the preconstruction conference. Pertinent City staff and private utilities will also be present at this meeting. KPG Psomas will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.
- At the Preconstruction conference, the Consultant shall help facilitate discussions with the Contractor concerning the plans, specifications, schedules, pay estimate timelines and cutoff dates, issues with utilities, any unusual conditions, State and local requirements and any other items that will result in better project understanding among the parties involved.
- 2.7 Prepare Templates:** KPG Psomas will pre-populate all electronic forms, either Consultant or City provided, in preparation for contract administration. This includes pay estimate templates, weekly working days statements, inspector daily reports, change management tracking templates, etc.
- 2.8 Utility Coordination:** Consultant will assist with external and internal communications regarding utility coordination required for successful completion of the project, including utility relocations, required service interruptions, etc.

Deliverables:

- Preconstruction conference meeting minutes
- Pre-construction Photos

EXHIBIT A-2

TASK 3 – CONSTRUCTION SERVICES - FIELD

3.1 Construction Observation: The Consultant will provide one (1) inspector during construction activities and other tasks necessary to monitor the progress of the work. The Inspector will ensure that the daily inspection reports and working days reporting are completed in a timely manner and contain sufficient information to assess whether the work is being conducted in compliance with the Contract Documents per City, WSDOT,. Consultant will make IDR's available to the City by Friday of the same work week upon request.

The Inspector may perform the following duties as a matter of his 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 WSDOT 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.
- 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, Contractor, and KPG Psomas.
- 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. Support the Contractor's communication and responsibilities to answer questions from property owners and the general public as needed.
- viii. Monitor compliance of approved permits per the project specifications, if applicable.
- ix. Prepare field records and documents to ensure the Project is administered in accordance with the plans and specifications.
- x. Collect and calculate delivery tickets and scaleman'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 digital photographs during the course of construction, and record locations.

Assumptions:

- Consultant will provide observation services for the days/hours that the contractor's personnel are on-site.
- Assumption is Client's Contractor shall work normal 40-hour work weeks. For this project the "normal" work week may occur at night. KPG Psomas does not differentiate day shift from night shift. However, if the City's Contractor works a double shift (both day and night) within a single

EXHIBIT A-2

24-hour period this will constitute two working days. Consultant's hours for inspection are based on one shift for number of working days allowed per Contract.

- Assumption is if Contractor is working at multiple sites within the City of Tukwila, the Consultant will split their time at the multiple locations and prioritize what location to be at for observation.
- 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 client, as detailed in the Contract Documents.

3.2 Material Testing – Coordination & Tracking: The inspector shall coordinate with the Contractor and the material testing firm to schedule testing of materials in the field to ensure they meet specifications per contract requirements. The cost for this effort is included in Task 3.1.

3.3 Construction Inspection Nights: Night work is not anticipated for this project.

Deliverables:

- Daily Construction Reports with project photos.
- Field Note Records for all field-measurable pay items.
- Review material test reports for compliance.

TASK 4 – CONSTRUCTION SERVICES – OFFICE

4.1 Construction Management Office Support: Original documentation will be housed at the Consultant's office and filed in accordance with standard filing protocol. Document Control will consist of the following:

- Project Coordination:** Liaison with City, construction Contractor, engineer, utilities and property owners on a regular basis to discuss project issues and status.
- 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.
- Submittals:** Consultant shall take lead on submittal reviews/ approvals. Consultant shall coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents. Submittals shall be logged and tracked by Consultant.
- Requests for Information (RFI):** Consultant shall review and respond to RFI's. RFI's shall be logged and tracked by Consultant.

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- e. **Weekly Meetings:** Consultant will lead weekly meetings. Consultant will prepare agenda for City review and distribute meeting minutes to attendees. Outstanding issues to be tracked on a weekly basis. Weekly Statement of Working Days will be reviewed/accepted by Contractor during the Weekly Meeting.
- f. **Change Orders:** The Consultant will develop change orders and the Consultant will provide technical assistance to negotiate change orders, and assist in resolution of disputes which may occur during the course of the project. The City will approve all change orders before being fully executed. Each change order will be executed in accordance with WSDOT Standard Specifications.
- g. **Field Work Directives:** The Consultant will prepare field work directives as necessary to keep the Contractor on schedule.
- h. **Force Account:** The Consultant will track Contractor force account labor, equipment and materials. All force account calculations will be verified by the City and double checked by the Consultant. The City shall have final authority to approve any Force Account work prior to agreement with the Contractor.
- i. **Schedule Review:** Consultant shall perform review of initial Contractor provided CPM for conformance with the Contract Documents. Any discrepancies, conflicts or unreasonable work durations will be brought to the attention of the Contractor and City. Consultant will provide one (1) intermediate review of Contractor's updated schedule and compare with field-observed progress and duration of the project.
- j. **Lump Sum Breakdown:** Consultant shall 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.
- k. **Monthly Pay Requests:** Consultant shall prepare monthly requests for Contractor payment based on field note records prepared by Consultant field inspector in accordance with contract documents.
- l. **Weekly Statement of Working Days:** Consultant shall prepare, and issue weekly statement of working day report each week to the Contractor and City for review and approval. Weekly statement of working days will be based on field inspection reports provided by Consultant.
- m. **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 Psomas's subcontractor logs.

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- 4.2 Construction Management Field Paperwork:** Consultant shall review and assist with processing of field paperwork from the Inspector and Contractor for tracking and documentation.
- 4.3 Certified Payroll:** The Consultant will process and check the Contractor and Subcontractor's certified payroll per State Prevailing Wage Requirements. Tracking of payroll shall consist of recording each payroll received from the Prime and Subcontractors and checking pay rates against Contract requirements. Any discrepancies will be brought to the Contractor and City.
- 4.4 Utility Coordination:** The Consultant will facilitate ongoing communications and coordination between the Contractor and City and/or Franchise utilities who may have infrastructure within the project limits. This includes JUT conversions, relocations due to foreseen or unforeseen conflicts, scheduled outages for tie-ins, etc.
- 4.5 Department of Ecology (DOE) Grant Requirements:** The Consultant shall prepare, and issue to the City for submittal to the Department of Ecology (DOE) the Construction Management and Construction Scope of Work within the Grant Agreement. The expected deliverables are noted below. The City will be responsible to upload deliverables to EAGL and notify Ecology with upload is complete.

Deliverables:

- Approved Submittals and Submittal log
- Responded RFIs and RFI Log
- Weekly Meeting minutes
- Fully-executed Change Orders and Field Work Directives, with Change Management Log
- Force Account Documentation and Tracking Log
- Fully-executed Monthly Progress Payments
- Subcontractor Packets
- Weekly Statements of Working Days
- Certified Payroll Tracking Log (hard copy binder not included)
- Contractor-generated As-builts, if required by Contract

All other project documentation generated during the course of project construction duration.

Task 4.5 Specific Anticipated DOE Deliverables:

- Construction Quality Assurance Plan
- Pre-Construction Meeting Minutes
- Project Schedule

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- Revised cash flow estimates when changes in construction schedule occur
- Change Orders
- Final Facility Operation and Maintenance Plan
- Stormwater Construction Completion Form
- Project Area Shapefile, Geodatabase file, or ECOLOGY approved Equivalent. The project area will include features for treatment facilities and contributing areas.
- Construction progress reports and photos included in the progress reports.
- Completed equivalent new/redevelopment area determination.

TASK 5 – PROJECT CLOSEOUT

5.1 Closeout Office Support: Consultant shall assist with generation of closeout documentation and pursuit of successful project final completion, as detailed below:

- Substantial Completion Letter:** Following full and unrestricted use of the project status being obtained by the Contractor and agreed to by the City, Consultant shall draft Substantial Completion Letter on City letterhead, for issuance to Contractor.
- Physical Completion Letter:** Following completion of all punch list work verified by the Consultant and any stakeholders required the Consultant shall prepare physical completion letter to the Contractor and the City shall issue the final contract voucher.
- Final Pay Estimate:** Consultant shall prepare final payment estimate, along with any final quantity adjustments needed to existing bid items, for issuance to Contractor, in conjunction with the final contract voucher, issued by the City.

5.2 Closeout Inspection and Punchlist: Consultant shall assist in a punchlist walkthrough with Contractor, City staff, and any other necessary agencies for the purposes of developing a final project punchlist. The Consultant shall assemble walkthrough comments and provide the preliminary list to the City for concurrence, prior to issuing the list to the Contractor. On notification of completion of the punchlist, Consultant shall perform a final walkthrough to confirm satisfactory completion of all items on the list and shall note any remaining discrepancies. Subsequent project walkthroughs are beyond the scope of this agreement, but will be accommodated should the request be made by the City, and sufficient remaining budget allows.

5.3 Certified Payroll Closeout: Consultant shall attempt to ensure that all certified payrolls and affidavits of wages paid are current and complete at the time of project physical completion. This will include regular checks of the L&I portal and frequent reminders to the Contractor to provide any missing information in a timely manner. As the task of gathering the final documentation from Contractors and their Subcontractors can sometimes be an extended process, outside the control of the City or Consultant, after 8 weeks post-physical completion, the Consultant shall perform a final

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status update of the CP tracking log, along with memos to file of any missing documentation, and shall hand off the remaining verification process to the Client.

5.4 Prepare Documentation to Deliver to City: Consultant shall perform QA/QC on all project documentation deliverables as outlined in Task 4.1, as well as any documentation generated in the course of completion of Task 5, and shall transfer all project documents to the City for permanent storage.

- Substantial Completion Letter
- Physical Completion Letter
- Final Payment Invoice
- Project Punchlist
- Final Project Documents

TASK 6 – SUBCONSULTANTS

6.1 Material Testing: HWA Material Testing will be retained as KPG Psomas’s subconsultant to provide material testing and construction observation services. All testing will be done in accordance with LAG Manual and WSDOT Construction Manual, or at a desired reduced frequency as-directed by City project manager.

TASK 7 – ADDITIONAL SERVICES

7.1 Management Reserve: Additional services requested by the City will be performed only when authorized by the City. 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 in task 3.1 – vii), Public Meetings, Ribbon Cutting Ceremony, claims analysis, 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 35 working day contract, with 10 additional reduced-effort days for startup and 20 additional reduced-effort days for closeout, for a total of 65 days / 13 weeks, 8-hour days, additional extension of days will be approximately \$1,080.00 per day for one person. (8 hours x \$135.00 = \$1,080.00)

EXHIBIT D-1
PRIME CONSULTANT COST COMPUTATIONS
 Client: City of Tukwila
 Project: City of Tukwila Water Quality Retrofit

DATE: August 2022

Task No.	Task Description	Labor Hour Estimate																										Total Hours and Labor Fee Estimate by Task			
		Principal	Engineering Manager	Senior Engineer	Senior Project Engineer	Project Engineer II	Project Engineer I	Design Engineer	Engineering Assistant	Survey Manager	Survey Crew II (W/Equip)	Survey Crew I (W/Equip)	Project Surveyor	Senior Field Surveyor	Field Surveyor	Senior Survey Technician	Survey Technician	Survey Assistant	Urban Design Manager	Project Landscape Architect	Construction Manager	Document Control Specialist	CAD Manager	Senior CAD Technician	CAD Technician	Business Manager	Senior Admin	Office Admin	Office Assistant	Hours	Fee
		\$285.00	\$251.00	\$213.00	\$197.00	\$172.00	\$146.00	\$132.00	\$92.00	\$251.00	\$249.00	\$196.00	\$164.00	\$136.00	\$124.00	\$137.00	\$112.00	\$92.00	\$200.00	\$151.00	\$180.00	\$134.00	\$180.00	\$138.00	\$119.00	\$178.00	\$130.00	\$98.00	\$82.00		
Task 1 - Management/Coordination/Administration																															
1.1	Project Management & Administrative Services			2		6																				6	10	6		30	\$ 4,414.00
1.2	City Staff Coordination					12																							12	\$ 2,064.00	
1.3	QA/QC reviews			4																6								10	\$ 1,932.00		
	Task Total	0	0	6	0	18	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	6	10	6	0	52	\$ 8,410.00	
Task 2 Survey & Basemapping																															
2.1	Establish Horizontal & Vertical Control								2			6																	8	\$ 1,486.00	
2.2	Perform Field Survey & CADD Mapping									20		6			24														44	\$ 8,268.00	
	Task Total	0	0	0	0	0	0	0	2	20	0	6	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	52	\$ 9,754.00	
Task 3 Permitting																															
3.1	Special Permissions Permit					8	8																						16	\$ 2,544.00	
	Task Total	0	0	0	0	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	\$ 2,544.00		
Task 4 Final Design																															
4.1	Prepare 100% PS&E			8		48	24	40	8											3		8							139	\$ 21,005.00	
4.2	Respond to Ecology 100% PS&E Comments			2		16	8																						26	\$ 4,346.00	
4.3	Prepare new/development area determinations					16																							16	\$ 2,752.00	
4.4	Prepare Project area Shape files					8	2																4						14	\$ 2,388.00	
4.5	Utility Coordination					8	8																						16	\$ 2,544.00	
4.6	Prepare PS&E Construction Documents			4		24	16	8														2							54	\$ 8,640.00	
	Task Total	0	0	14	0	120	58	48	8	0	0	0	0	0	0	0	0	0	0	3	0	10	4	0	0	0	0	0	265	\$ 41,675.00	
Task 5 Construction Bidding Support																															
5.1	Assist Project Advertisement					2	4															6							12	\$ 1,732.00	
5.2	Prepare Addenda (assume 2)					2	6																						8	\$ 1,220.00	
5.3	Prepare Conformed Documents					2	4																				4		10	\$ 1,320.00	
	Task Total	0	0	0	0	6	14	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	4	0	30	\$ 4,272.00
Total Labor Hours and Fee		0	0	20	0	152	80	48	8	2	20	0	6	0	0	24	0	0	0	3	6	16	4	0	0	6	10	10	0	415	\$ 66,655.00
Reimbursable Direct Non-Salary Costs																															
																										Mileage at current IRS rate	\$	150.00			
																										Utility Locates	\$	1,500.00			
																										Reproduction Allowance	\$	200.00			
																										Total Reimbursable Expense	\$	1,850.00			
Management Reserve																															
																										Management Reserve	\$	10,000.00			
																										Total Management Reserve	\$	10,000.00			
																										Total Estimated Budget	\$	78,505.00			

EXHIBIT B-2

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Tukwila

Project: Stormwater Outfall Water Quality Retrofits CM Services

KPG Psomas PROJECT NUMBER: xxxxxx

Reviewed by: Jordan P

Date: 9/6/2022

35 working days + 2 week startup and 4 weeks closeout

DATE: 8/30/2022

Task No.	Task Description	Labor Hour Estimate													Total Hours and Labor Fee Estimate by Task		
		Project Engineer II	Senior Construction Manager	Senior Resident Engineer	Resident Engineer	Senior Construction Observer	Construction Observer II	Construction Observer I	Document Control Specialist	Document Control Admin	Senior Admin	Office Admin	Office Assistant				
		172	245	158	142	212	143	126	101	134	104	130	98	82	Hours	Fee	
Task 1 - MANAGEMENT / COORDINATION / ADMINISTRATION																	
1.1	Project Management and Administrative Services		7											7	\$	1,715.00	
1.2	Prepare, review and submit monthly expenditures		3									4		7	\$	1,255.00	
	Task Total	0	10	0	0	0	0	0	0	0	0	4	0	14	\$	2,970.00	
Task 2 - Administrative Services up to Contractor Notice to Proceed (NTP) (2 Weeks)																	
2.1	Administrative Services up to Contractor Notice to Proceed			12						10				22	\$	3,236.00	
2.2	PreCon Photos							4						4	\$	504.00	
2.3	Review plans and Specs			4				8			4			16	\$	2,176.00	
2.4	Prepare Hard and Electronic Files			4							2			6	\$	900.00	
2.5	Prepare ROM			4							6			10	\$	1,436.00	
2.6	PreCon Conference			4							4			8	\$	1,168.00	
2.7	Prepare Templates										4			4	\$	536.00	
2.8	Utility Coordination			2										2	\$	316.00	
	Task Total	0	0	30	0	0	0	12	0	30	0	0	0	72	\$	10,272.00	
Task 3 - Construction Services - FIELD (7 Weeks)																	
3.1	Construction Inspection (8 hrs/day for inspection & reports)							315						315	\$	39,690.00	
3.2	Material Testing - Coordination & Tracking													0	\$	-	
3.3	Construction Inspection Nights (None Anticipated)													0	\$	-	
	Task Total	0	0	0	0	0	0	315	0	0	0	0	0	315	\$	39,690.00	
Task 4 - Construction Services - OFFICE: NTP to Project Closeout. (7 Weeks)																	
4.1	Construction Management Office Support	10		88						120				218	\$	31,704.00	
4.2	Construction Management Field Paperwork			10						30				40	\$	5,600.00	
4.3	Certified Payroll Tracking											16		16	\$	1,664.00	
4.4	Utility Coordination			10										10	\$	1,580.00	
4.5	DOE Grant Requirements	20		8				8		20				56	\$	8,392.00	
	Task Total	30	0	116	0	0	0	8	0	170	16	0	0	340	\$	48,940.00	
Task 5 - Project Closeout (4 Weeks)																	
5.1	Closeout Office Support			24						24				48	\$	7,008.00	
5.2	Closeout Inspection & Punchlist							8						8	\$	1,008.00	
5.3	Certified Payroll Closeout											16		16	\$	1,664.00	
5.4	Prepare Documentation to Deliver to City									30				30	\$	4,020.00	
	Task Total	0	0	24	0	0	0	8	0	54	16	0	0	102	\$	13,700.00	
Task 6 - SUBCONSULTANTS																	
6.1	Subcontract with Material Tester (LS Estimate)													0	\$	4,500.00	
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	4,500.00	
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	
Task 7 - ADDITIONAL SERVICES																	
7.1	Upon City Authorization Only													0	\$	-	
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	
	Total Labor Hours and Fee	5,160	2,450	26,860	0	0	0	3,528	0	34,036	3,328	520	0	528	\$	120,072.00	
Reimbursable Direct Non-Salary Costs																	
																Mileage at current IRS rate	\$ 250.00
																Reproduction Allowance	\$ -
																Total Reimbursable Expense	\$ 250.00
																Total Estimated Budget	\$ 120,322.00