



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 BY: **Cyndy Knighton, Senior Program Manager**
 CC: **Mayor Ekberg**
 DATE: **November 17, 2023**
 SUBJECT: **Southcenter Boulevard/65th Avenue S Signal**
Project No. 90310404
Consultant Selection and Award

ISSUE

Execute an agreement with KPG-Psomas (KPG) to provide signal design and engineering services in conjunction with the Southcenter Boulevard/65th Avenue S Signal project.

BACKGROUND

In 2016, a signal warrant analysis was completed at two intersections with Southcenter Boulevard: 65th Avenue S and 62nd Avenue S. While both intersections met the criteria for signalization, the recommendation was to prioritize the signal the intersection of 65th Avenue S. A signal at 65th Avenue S is anticipated to also regulate operations at 62nd Avenue S as well as the speeds along Southcenter Boulevard. In 2021, this project was added to the Traffic Impact Fee list. This past August, the City submitted a grant application to the Transportation Improvement Board (TIB) for construction of this proposed signal using a construction cost estimate prepared by KPG. Pedestrian safety improvements at this location were also identified in 2020 as a high priority for the Neighborhood Traffic Calming Program (NTCP) and was included in the Staff Top-10 Recommended NTCP Projects list.

DISCUSSION

KPG was requested under the existing NTCP On-Call contract to prepare a cost estimate for the construction of this signal so that a current engineer's estimate could be used for the TIB grant application. Because of their familiarity with this project and the immediate area, KPG was selected to do the signal design work. Staff negotiated the attached scope and fee for this design work.

FINANCIAL IMPACT

The scope and fee of this project is within the available budget.

	<u>Proposal</u>		<u>Budget</u>
Consultant Agreement	\$199,721	2023-2027 C18	200,000

RECOMMENDATION

The Council is being asked to approve the contract with KPG-Psomas in the amount of \$199,721 and consider this item on the Consent Agenda at the December 4, 2023 Regular Meeting.

ATTACHMENTS

- Proposed CIP Page
- Consultant Agreement

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: **Southcenter Blvd/65th Ave S Signal** Project No. 92110402

DESCRIPTION: Design and construct a traffic signal at the Southcenter Boulevard/65th Avenue S intersection.

JUSTIFICATION: The intersection experiences significant delay for southbound left turn movements during the PM Peak Hour. Signal warrants have been met.

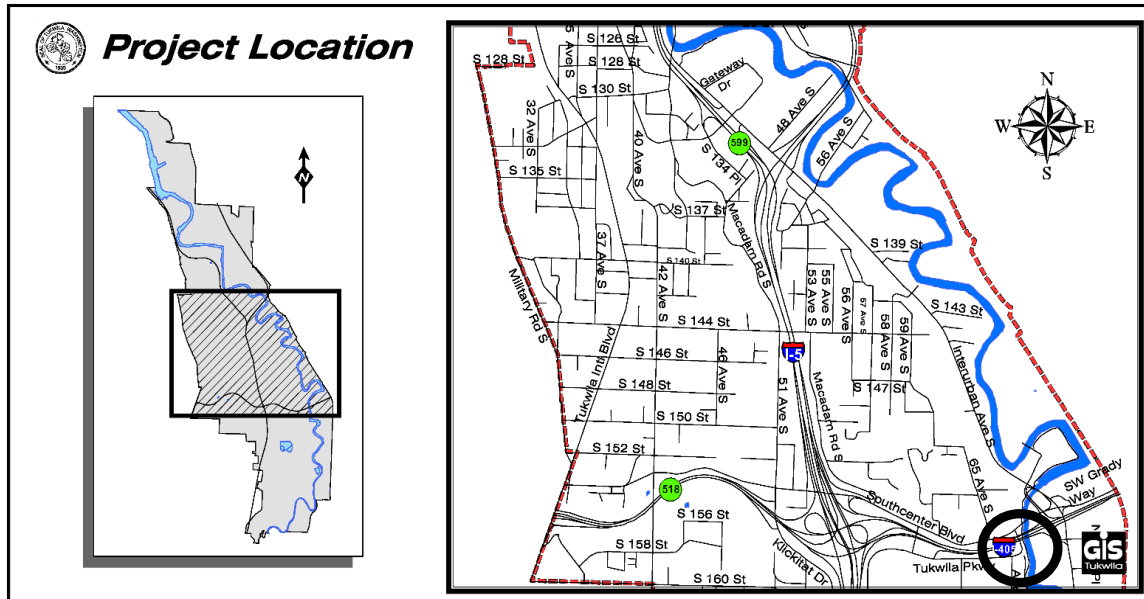
STATUS: New project for 2021-2026 CIP.

MAINT. IMPACT: Ongoing annual maintenance.

COMMENT: Project on Traffic Impact Fee list.

PROPOSED

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	
EXPENSES										
Design			100	100						200
Land (R/W)										0
Const. Mgmt.				212						212
Construction				970						970
TOTAL EXPENSES	0	0	100	1,282	0	0	0	0	0	1,382
FUND SOURCES										
Awarded Grant										0
Proposed Grant				782						782
Mitigation Actual										0
Traffic Impact Fees			100	500						600
City Oper. Revenue	0	0	0	0	0	0	0	0	0	0
TOTAL SOURCES	0	0	100	1,282	0	0	0	0	0	1,382





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 services** in connection with the project titled **65th Ave S and Southcenter Blvd Intersection Improvement 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, 2024**, 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, 2024** 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 **\$199,721.00** 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 Elliott 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: _____

ATTEST/AUTHENTICATED:

Title: _____

Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A

City of Tukwila
65th Ave S & Southcenter Blvd Intersection Improvement Project
CIP #92110402

KPG Psomas, Inc.
Scope of Work
November 2023

INTRODUCTION

A. PROJECT UNDERSTANDING:

This intersection currently operates at LOS F for the SBLT movement, and has for many years. A signal warrant analysis was done in 2017, originally for the intersection of Southcenter Blvd and 62nd Avenue S, but given the close proximity of these intersections, bookmarked on either end by signalized intersections, signalization is warranted - and recommended - at 65th Avenue S. Doing so will: 1) Provide a safer crossing for pedestrians utilizing the King County Metro bus zone on the south side of Southcenter Blvd (the zone provides service for Rapid Ride F-Line and Rt 150). 2) Improve overall intersection operations. 3) Provide gaps in traffic to aid intersection operations at the 62nd Ave S intersection. 4) Aid in controlling existing high speeds on Southcenter Blvd. 5) Improve operation for the new Fire Station 52, located just north of the intersection, by providing signal override through Opticom for the firetrucks and aid cars. The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates for intersection improvements and signal replacements at 65th Ave S and Southcenter Blvd site, including the following:

- Right of way impacts are expected only on NW and NE corners of the intersections.
- Curb radii geometry shall be maintained.
- All curb ramps shall be updated to the latest ADA guidelines (no bulb outs), as needed.
- New signal system.
- Illumination system updates and modifications.

B. ASSUMPTIONS:

The following assumptions were made to establish a scope and budget for this project:

- All work will take place within City of Tukwila Right-of-Way or dedicated easements.
- The City will lead all necessary coordination efforts with WSDOT. The Consultant shall support the City by assisting with preparation of channelization plan and construction permit, if necessary and required by WSDOT.
- No major impacts to existing storm, sewer and water main systems are expected. Utility improvements will be limited to stormwater infrastructure adjustments needed as a result of curb return radii revisions at the NE and NW corners.
- No existing iron within the pavement restoration limits will be replaced (valve box, frame and grate, ring and cover).
- No major grade revisions will occur within the intersection. Roadway centerline elevations will be established as needed to match existing grades at back of walk while maintaining a typical 2%

EXHIBIT A

to 3% cross slope and 0.5% longitudinal slope. The new sidewalk will be designed at approximately the existing sidewalk horizontal and vertical location.

- No pavement restoration beyond trench restoration will occur.
- Sidewalks, curb ramps, and driveways not meeting ADA requirement shall be replaced within the project limits.
- Sidewalks, curb ramps, and driveways will be constructed with dense concrete.
- Title Report(s) required for right of way delineation will be procured and identified by KPG Psomas.
- SEPA will be required and will be developed by the Consultant and submitted by the City.
- Neither stormwater quantity nor quality control will be required. Stormwater modeling will not be conducted and a Stormwater Site Plan will not be developed.
- An Ecology Construction Stormwater General Permit will not be required.
- No traffic analysis shall be required other than that required for signal timing.
- Preemption through an Opticom system will be installed due to proximity to Fire Station.
- There is no existing ITS system at the intersection.
- Channelization shall match existing, except for turn lane modifications.
- The City will be responsible for all permits and fees.
- The City will be responsible for all public involvement and coordination. KPG Psomas will participate in in up to two meetings as requested by City staff.
- Project-specific Traffic Control Plans will not be developed under this Scope of Work. Typical City of Tukwila or WSDOT standard traffic control plans will be referenced or included as an appendix in the Contract Documents.
- Vegetation restoration shall match existing.
- Irrigation will not be installed.
- This project is not federally funded nor does the City plan on acquiring federal funds for this project.
- This Scope of Work has been developed assuming TIB funding will be acquired.
- Lateral Soils Bearing Pressure for existing soils will be at or above 1,000 pcf and structural engineering will not be needed for pole foundation design.

C. INFORMATION PROVIDED BY THE CITY:

The City of Tukwila will provide the following in aid of design:

- Submittal reviews, comments, and approvals.
- Existing City utility record drawings or GIS.
- TIB Funding Agreement.

The following Scope of Work describes the effort required to complete the above-described improvements:

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SCOPE OF WORK

Task 1 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes a 12-month contract duration (including Engineering Support During Bidding):

- 1.1 KPG Psomas will provide continuous project coordination and internal management for the project duration (estimate 12 months).
- 1.2 KPG Psomas will prepare monthly progress reports identifying work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs.
- 1.3 KPG Psomas will prepare for and attend coordination/progress meetings with City staff at regular intervals during the project to discuss key issues and track progress (estimate 4 meetings). Additionally, conference calls will be scheduled to discuss key issues with the City as needed.
- 1.4 KPG Psomas will provide a Project Schedule and updates at regular intervals to keep City staff informed of progress and submittal dates.
- 1.5 KPG Psomas will provide support for coordination efforts with WSDOT for up to three coordination meetings and two deliverables, if necessary (Channelization Plan and Construction Permit).

Deliverables:

- Monthly invoices (12 months)
- Monthly progress reports (12 months)
- Meeting notes for Consultant/City Meeting
- Project Schedule and up to three (3) updates
- WSDOT Coordination Support, up to three (3) meetings and two deliverables.

Task 2 – Right of Way and Survey Base Mapping

Effort under this task includes the anticipated work necessary to develop a base map and establish right of way. Approximate survey limits will be as follows:

- From curb return, 150 feet north on 65th Ave S. Detailed survey will be conducted to 5 feet beyond back of walk.
- From curb return, 150 feet east on Southcenter Blvd. Detailed survey will be conducted to 5 feet beyond back of walk.
- From curb return, 150 feet west on Southcenter Blvd. Detailed survey will be conducted to 5 feet beyond back of walk.
- 300 linear feet along the south side of the roadway, including 10 feet south of barrier along southside of roadway, including the king county metro rapid ride station.
- Underground utility locates marks

Actual survey limits may be adjusted prior to field survey based on the project extents figure provided by City of Tukwila.

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It is anticipated that the following effort will be required:

- 2.1 Survey Control: Existing monuments and property markers will be located and horizontal and vertical control will be set, which will be used for mapping and control during construction.
- 2.2 Detailed Topographic Mapping: Includes the locations of all above ground surface features including curbs, pavement edges, pavement markings, utilities, trees, fences, mailboxes street signs, utility poles sidewalks, top and toe of slopes, water meters, clean-outs etc. Survey full roadway width plus additional survey behind the back of proposed walk.

Measure downs and sketches will be provided for all storm and sewer structures within the detailed mapping area as defined above.
- 2.3 Right of way: Right of way will be defined using existing street monumentation and their relationship to public records. Lot lines will be established using GIS data, if needed. This includes adjoining side streets where the design is proposed.
- 2.4 Develop Base Map: The above information will be combined into a design base map prepared in AutoCAD 2022 using KPG Psomas drafting standards.

Deliverables:

- Electronic base map showing existing right of way, utility locations, surface features, and contours at 1-foot intervals.

Assumptions:

- Base map will be prepared in AutoCAD 2022 using KPG Psomas drafting standards.
- Survey datums will be NAD 83/2011 for horizontal and NAVD88 for vertical.
- City utilities will be located by the City.
- Property corners will not be set as part of this Scope.
- Completing a Record of Survey is not included as part of this Scope.
- Rights-of-Entry for survey will be acquired by the City, if necessary.

Task 3 – Initial Design Concepts (10% Design)

Effort under this task includes the anticipated work necessary to develop conceptual design for the 65th Ave S & Southcenter Blvd Intersection Improvements. The layout will be prepared on the topographic survey to present initial approach to the design and modified as required to meet City and project needs with the goal of arriving at preferred approach prior to proceeding to 50% design.

- 3.1 Provide field review of base map.
- 3.2 Prepare 10% scroll plots over base map aerial for the project utilizing the topographic survey. The 10% scroll plots are anticipated to show the following information for City input:
 - Extents of curb radii and its impacts
 - New ramps and ADA approach
 - Signal layout
 - Illumination layout
- 3.3 Design Meeting: Prepare for and attend a meeting with City staff to select design approach and layout that will be incorporated into the overall design.

Deliverables:

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- Roll plot of planning level design approach (PDF & 1 hard copy of each).
- Two (2) meetings with City to review the preliminary design features and utility impacts.
- Meeting minutes

Assumptions:

- City staff present at project design review meetings will have the authority to make decisions and provide direction regarding critical project elements.
- Individual plan sheets will not be provided for design options. Design options will be in the form of roll plots with improvements shown to scale.
- Details such as profile locations of proposed utilities will not be shown.

Task 4 – Progress Design (50% Design)

Effort under this task includes the anticipated work necessary to complete the preliminary design for the 65th Ave S & Southcenter Blvd Intersection Improvements based on input provided during the 10% Review Meeting. The goal of this task is to formalize and further selected improvements developed as part of the 10% Initial Concepts phase. As part of this effort KPG Psomas shall:

- 4.1 Prepare 50% plans including any of the design options selected in the previous phase. The 50% plans are anticipated to show the following information and will be based on decisions made in the tasks above:
- Horizontal alignment of curbs, sidewalks, and planter strips.
 - Horizontal locations and type of curb ramps.
 - Locations of driveway approaches.
 - Private utility impacts and pothole locations.
 - Impacts to private improvements inside and outside of existing right of way.
 - Signal and illumination equipment layout.
 - Right of way acquisition requirements.

It is anticipated that the 50% Design Submittal will consist of the following Plan sheets:

Title	Number
Cover Sheet	1
Key Map & Survey Control	1
Typical Sections and Details	1
Site Preparation and TESC (Plan/Plan) 20 scale	1
Alignment & Surfacing (Plan/ Profile) 20 scale	1
Curb Ramp (Plan) 10 scale	1
Signal and Illumination Plans (10 scale) and notes	2
Signing and Channelization Plans 20 scale	2
TOTAL	10

- 4.2 Preliminary Construction Cost Estimate: Prepare preliminary construction cost estimate for preferred option.
- 4.3 Illumination Design Report: KPG Psomas will develop a draft illumination design report for the intersection to support spacing of the luminaires.

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- 4.4 KPG Psomas will provide internal Quality Assurance/Quality Control (QA/QC) reviews of the 30% Submittal prior to submittal for City Review.
- 4.5 Deliver 50% Design: KPG Psomas will deliver the 50% Design Plans to City of Tukwila for review and comment.
- 4.6 Design Review Meeting: The purpose of this meeting is to conduct a working review of the 50% Plans and Estimate. The comments, discussion, and decisions from this meeting will be incorporated into the PS&E package to develop 90% Submittal Documents. Plans will be submitted for review 2 weeks prior to the meeting.

Comments from will be delivered to KPG Psomas electronically and a review meeting will not be necessary. Any clarification needed will be requested by KPG Psomas via email or telephone.

Deliverables:

- One (1) Set half-size hard copy 50% Plans (11"x17" size PDF).
- Construction Cost Estimate (PDF).
- Internal QA/QC of submittal.
- Draft Illumination Design Report
- Minutes of Review Meeting.

Assumptions:

- City staff present at project design review meetings will have the authority to make decisions and provide direction regarding critical project elements.
- Details such as profile locations of proposed utilities will not be shown.
- The final curb and gutter location will be established after the 50% Review and will not be moved as a result of subsequent review comments.

Task 5 – Signal Operations & Timing Plan

The Consultant will develop a signal timing plan for the intersection using a Synchro traffic operations models and traffic count data.

- 5.1 Develop a Synchro (version 11) existing traffic operations models for the AM, midday, PM, and Saturday peak hours using the count data provided by the City. The model will include four the intersections at 61st Avenue S/Southcenter Boulevard, 62nd Avenue S/Southcenter Boulevard (non-signalized), and 65th Avenue S/Southcenter Boulevard, and 66th Avenue S/Southcenter Boulevard. The model will be used to identify the optimal signal phasing and timing for the new signal at 65th Avenue S/Southcenter Boulevard for the existing AM, midday, PM, and Saturday peak hours based on existing traffic counts and the signal timing plans for the adjacent intersections.
- 5.2 Develop signal timing plans for up to six time-of-day periods. These periods may include the AM peak, midday, PM peak, off-peak, weekend, and weekend holiday.

Deliverables:

- Synchro files
- Signal Timing Plan

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Assumptions:

- The City will provide Traffic Counts for 61st Avenue S/Southcenter Boulevard, 62nd Avenue S/Southcenter Boulevard, and 65th Avenue S/Southcenter Boulevard, and 66th Avenue S/Southcenter Boulevard intersections. The data collection will include conduct AM weekday, midday weekday, PM weekday, and two Saturday peak 2-hour intersection turning movement counts (holiday season, non-holiday season) and one 7-day, 24-hour tube count on Southcenter Boulevard.
- The City will provide recent signal timing plans for 61st Avenue S/Southcenter Boulevard and 66th Avenue S/Southcenter Boulevard.
- Timing information will include intersection cycle length, pedestrian walk and clearance intervals, left turn phases, overlap phases, yellow intervals, and all-red timing.
- The analysis will not evaluate changes to the phasing or timing for 61st Avenue S/Southcenter Boulevard and 66th Avenue S/Southcenter Boulevard.
- Programming of the signal phasing and timing into the controller will be conducted by the City or others. With the activation of the signal, field adjustment of proposed signal timing parameters are expected to be necessary and will be conducted by others.

Task 6 – Environmental Permitting and Cultural Resources

Effort under this task includes developing a State Environmental Policy Act (SEPA) Checklist, including cultural resources support documents for the project. As the project is not receiving federal grant funding, and as no other federal nexus is present, federal permitting efforts are not included.

- 6.1 Prepare a draft and final project-specific Environmental Checklist to satisfy the SEPA. For purposes of this scope of services, KPG Psomas has assumed that the City will be the SEPA lead agency and that they will issue a SEPA determination consistent with their SEPA rules. At this time, it is reasonable to assume that no additional studies would be necessary to complete the SEPA documentation and that the SEPA determination will be a Determination of Non-Significance (DNS). The City will be responsible for processing and publishing the checklist and SEPA determination and responding to public and agency comments.

Although the project is not subject to Executive Order 21-02, as no state capital funding is attached to the project, the City has responsibility to coordinate with affected Tribes. KPG Psomas cultural resources staff will review previous cultural resource surveys in the project vicinity as well as ethnographic records and relevant geological information, documenting findings in part of SEPA Checklist Question 13. KPG Psomas will also prepare an Inadvertent Discovery Plan for project construction, and the City's requirement for contractor adherence and the IDP will be discussed in the SEPA Checklist Question 13.

Deliverables:

- Draft SEPA Checklist (provided electronically in MSWord format).
- Final SEPA Checklist – (provided electronically in Adobe PDF format and MSWord format) includes edits based on one round of review comments by the City. All comment/edits made to the Word document will be provided in track changes mode.

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- Draft and Final Inadvertent Discovery Plan (IDP) (provided electronically).

Assumptions:

- Except for preparation of the permit documents described above, this task does not include any additional permit or approval applications.
- The City’s analysis of the SEPA Checklist will result in a “Determination of Non-significance” (DNS) and the project will not require the preparation of an Environmental Impact Statement (EIS).
- The City will be responsible for publication of the SEPA notice, including any publication fees.
- KPG Psomas assumes that any technical document necessary for SEPA review outside the scope of this proposal will be provided by others.
- The SEPA Checklist will be based on a design level of approximately 50 percent design.
- The SOW assumes that no historic property inventory will be required, and no archaeological survey will be required; if either of these elements are determined to be necessary, a separate scope of work will be prepared.

Task 7 – Utility Coordination

The scope of this task includes coordination with private utility companies. Effort included under this task is as follows:

- 7.1 Prepare letters requesting utility record information and send to each purveyor. Cross-check franchise utility-provided maps with field survey information and resolve conflicts between utility maps and field conditions.
- 7.2 Develop a potential utility conflict figure and route to all affected purveyors. Utilities thought to be in conflict will be potholed. This plan will be developed between the 10 percent and the 50 percent submittals.
- 7.3 KPG Psomas will organize and attend up to 4 meetings with utility purveyors regarding existing utility location and possible relocation of utilities. Confirm that relocation designs are consistent and compatible with proposed improvements.
- 7.4 Coordinate utility appurtenance potholing, relocation, and/or adjustment as needed to accommodate proposed improvements. This effort also includes miscellaneous phone calls and emails with utilities during coordination.
- 7.5 Update base map to include utility information not picked up during field survey and to include pothole information, if applicable.
- 7.6 Coordinate with Puget Sound Energy (PSE) for point of connection and new service application for new Signal System.

Deliverables

- Up to (8) letters to private utility purveyors requesting record drawing information.
- Utility Conflict Drawing showing locations of required utility potholes.
- Utility Coordination Meeting Agendas and Minutes.
- PSE new service application

EXHIBIT A

Assumptions

- Eight (8) utility purveyor letters will be developed.
- Two (2) Utility Coordination meetings will be held at the City. Up to four (4) meetings will be held onsite with individual utilities.
- Potholing of both public and private utilities will be conducted by a private firm which will bill the pertinent purveyor directly. Potholes for City-owned utilities will be included in the KPG Psomas contract. It is assumed that 4 locations shall be potholed.
- Utility record information and pothole data will be incorporated into the survey base map.
- KPG Psomas will coordinate pole, vault, riser and other utility appurtenance relocation and/or adjustment as needed with franchise utilities to accommodate proposed improvements.
- Franchise utility relocation design will be developed by the franchise utility. Survey for franchise utility relocation is not included in this Scope of Work.

Task 8 – Final Design (90% and Final)

This task includes the effort required to complete the final design, making the modifications requested in the design review process and comments received from the 50% review. Produce a set of 90% Contract Documents (design drawings and technical specifications) for City review and comment. City comments will be addressed and then stamped, Final Bid Documents will be submitted to both City of Tukwila and TIB for Bid Authorization.

8.1 Plans: The estimated sheet count for the 90% and Final design plans will consist of the following:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Key Map & Survey Control	1
Typical Sections and Details	2
Site Preparation and TESC (Plan/Plan) 20 scale	2
Alignment & Surfacing (Plan/ Profile) 20 scale	2
Curb Ramp (Plan) 10 scale	2
Signal and Illumination Plans (10 scale) and notes	2
Wiring Diagram	1
Pole Specifications Sheet	1
Signal and Illumination Details	1
Signing and Channelization Plans 20 scale	2
Landscape & Restoration (Plan/Plan) 20 scale	1
Landscape Schedule & Details	1
Existing Conditions & Pothole Plan (Plan/Plan, 20 scale)	1
City Standard Details	4
TOTAL	25

EXHIBIT A

- Plans will be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, City and WSDOT standards.
 - Typical sections and details shall be provided, except for items available such as standard details from the City, State or APWA drawings which will be included as sheets within the Plan set.
 - The Consultant will prepare specifications and submit for review at the 90% stage and submit final specifications with the Bid Documents.
 - The Consultant shall calculate quantities and prepare a construction cost estimate with each submittal and the Bid Documents.
 - The Consultant shall field review the project corridor to ensure plans are showing an accurate representation of the proposed improvements.
- 8.2 KPG Psomas will prepare and submit final illumination design report.
- 8.3 KPG Psomas will prepare 90% Specifications.
- 8.4 KPG Psomas will prepare 90% Cost estimate incorporating revisions from the City 50% review.
- 8.5 KPG Psomas will provide internal Quality Assurance/Quality Control (QA/QC) reviews of the 90% Submittal prior to submittal for City Review.
- 8.6 90% Design Review Meeting: The purpose of this meeting is to conduct a working review of the 90% PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the PS&E package to develop the Final Bid Documents. Plans will be submitted for review 2 weeks prior to the meeting. The revised PS&E will be submitted to Ecology for review and comment.
- 8.7 Bid Ready Plans: The plans will be revised based on comments from the City review.
- 8.8 Bid Ready Specification: The specification will be revised based on City review.
- 8.9 Bid Ready Cost estimate: The Cost estimate will be revised to reflect changes requested from the 90% Plans and Specifications.
- 8.10 Bid Package QA/QC
- 8.11 Deliver Final Bid Documents to City and TIB for Bid Authorization.

Deliverables:

- 90% Review Submittal
 - Internal QC.
 - One (1) Set half-size hard copy and PDF 90% Plans (11"x17" Hardcopy & PDF).
 - 90% Draft Construction Specifications (PDF).
 - One (1) 90% Construction Cost Estimate (PDF).
 - Responses to the City 50% Comments (PDF).
 - Minutes of Review Meeting.
- Final Submittal
 - Internal QC.
 - Submittal to Tukwila and TIB
 - 100% Plans (11"x17" PDF).
 - 100% Construction Specifications (PDF).

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- 100% Construction Cost Estimate (PDF).
- Final Illumination Design Report
- Submittal to City after TIB Bid Authorization
 - Bid Documents, including Plans, Specifications, and Estimate (PDF)
 - Five (5) Sets hard copy half-size Plans (11"x17" size)
 - One (1) set hard copy full-size Plans (22"x34" size)
 - Five (5) hard copy Specifications.
 - One (1) hard copy Estimate.

Assumptions:

- Project-specific Traffic Control plans will not be provided. Applicable Tukwila and/or WSDOT Traffic Control Plans will be provided in the Contract Documents as an appendix.
- The Contract Legal, General, and Technical Specifications will be based on the 2024 WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
- The 90% Contract Documents will be reviewed in a single meeting with the City. Plans and Specifications will be submitted to the City 2 weeks before the review meeting. City Comments and redlines obtained during the review meetings will be incorporated to develop the 100% Submittal to City and TIB.

Task 9 – Geotechnical Engineering

Effort under this task includes the anticipated work necessary to perform testing in support of pole foundation and utility design. Specific Scope of Work elements are outlined in the below Geotechnical Engineering services.

The purpose of our scope is to support the proposed improvements by providing subsurface information and recommendations for the new signal pole foundations. Subsurface exploration will include drilling up to two borings to a depth of approximately 20 feet below ground surface (BGS) near the proposed pole locations. Deliverables will include draft and final reports presenting our summary and recommendations. Our specific scope of services is summarized as follows:

- Review available, existing preliminary plans and geotechnical, geological, and environmental reports for the immediate area.
- Coordinate and manage the field exploration, including obtaining street-use right-of-way (ROW) and lane closure permits from the City. A street-use ROW application and ROW permit will be required as well as a proposed traffic control plan for the exploration location.
- Explore the subsurface conditions by drilling up to two borings, one near each proposed pole location. Based on the existing topography and our experience in the area, subsurface conditions are expected to be similar across the intersection area.
 - The borings will be drilled to a depth of approximately 20 feet BGS with a small track- or trailer-mounted drill rig to minimize our footprint within the ROW. The borings will be drilled using hollow-stem auger techniques. Our representative will collect samples from the boring and log the subsurface conditions encountered. Samples will be collected via standard

EXHIBIT A

penetration test at approximately 2.5-foot intervals for the initial 10 feet and then at 5-foot intervals thereafter.

- We anticipate that work hours will be restricted to daylight hours between 9 a.m. and 3 p.m. and that traffic control services, including three flaggers and a uniformed police officer, will be required when working within the ROW and to route traffic around equipment.
- A separate site visit will be necessary to mark the boring locations for the utility locate requests. A second visit will be necessary to verify that there are no utility conflicts at the proposed boring locations before drilling. We anticipate drilling the borings in one day.
- Prepare a draft memorandum summarizing our findings, conclusions, and recommendations, including information related to the following:
 - Subsurface soil and groundwater conditions
 - Signal pole foundation design based on Chapter 17 of the Washington State Department of Transportation's Geotechnical Design Manual, M 46-03, "Foundation Design for Signals, Signs, Noise Barriers, Culverts, and Buildings"
- Prepare a final memorandum that incorporates acceptable requested revisions.

Deliverables:

- Draft and Final Geotechnical recommendations for foundation design.

Assumptions:

- Geotechnical Borings will be conducted within the roadway between the hours of 9am and 3pm.
- Full width pavement patching will not be required. The capital project will restore affected areas due to geotechnical borings.
- Boring will be performed within City of Tukwila Right of Way.

Task 10 – Right of Way Acquisition (if needed)

ProgramX Right of Way Services has been selected to assist with right of way acquisition, if needed. A budget allowance is provided should small acquisitions be required for proposed improvements.

KPG Psomas effort under this task is limited to the following:

- 10.1 KPG Psomas will review and provide comment on documentation developed by ProgramX.
- 10.2 KPG Psomas will prepare up to two legal descriptions and exhibit drawings to be used in acquisition documents.
- 10.3 KPG Psomas will place stakes showing approximate proposed right of way location in the field to help ProgramX during valuations negotiations.

Deliverables:

- Legal Descriptions and Exhibits for Right of Way – 2 Parcels

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- Field stakes showing proposed right of way acquisition.

Assumptions:

- Property corners will not be set as part of this Scope.
- KPG Psomas will order title report for two (2) parcel as a reimbursable expense.
- ProgramX will coordinate Right of Entry (ROE) with up to two property owners

Task 11 – Public Involvement

Effort under this task includes work necessary to garner stakeholder feedback and to meet with property and business owners to discuss the project impacts to private property and impacts during construction.

11.1 Prepare for and attend three (3) meetings with business owners and King County Metro. The first meeting will be held after the 10% Review. Subsequent meetings will be held as needed as design progresses to discuss proposed improvement and impacts to private improvements.

Deliverables:

- Graphics, roll plots, boards, etc. for meetings.

Assumptions:

- City will send all mailers and public meeting notifications.
- City will arrange meetings with adjacent stakeholders as requested. .
- Up to two (2) KPG Psomas staff will be present during the meetings.
- A formal presentation will not be required for the meetings.

Task 12 – Engineering Support During Bidding

12.1 This task includes providing engineering support during bidding and construction as requested by the City PM. Effort under this task could include:

- Preparation of addenda and Q&A responses during bidding.
- Assistance in bid tabulation and award

The actual assisting that will be needed during bidding and construction is unknown at this time, and therefore hours have been added to the Fee Estimate to reach an approximate \$2,000 target. Effort beyond this amount will be scoped under a separate contract, or an amendment to this contract, if deemed necessary by the City.

Other Services:

The City may require additional services of the Consultant. These services may include assistance during the advertisement and award period, permit assistance, and/or construction management and inspection services. At the time these services are required, the Consultant shall provide the City with 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
PRIME CONSULTANT COST COMPUTATIONS (DRAFT)

Client: City of Tukwila
Project Name: 65th Ave S & Southcenter Blvd Intersection Improvements
KPG Psomas Inc. Project Number: 9TUK010XXXX
Date: 11/1/2023

Task No.	Task Description	Labor Hour Estimate																				Total Hours and Labor Cost Computations by Task	
		Principal	Senior Engineer	Project Engineer II	Project Engineer I	Design Engineer I	Senior Project Manager Survey	Survey Crew II (W/Equip)	Survey Crew I (W/Equip)	Project Surveyor	Surveyor III	Senior Transportation Modeler	Transportation Planner	Landscaping Technician	Environmental Manager	Managing Biologist I	Senior Archaeologist	GIS Manager	Word Processor	Senior CAD Technician	Senior Admin		
		\$284.00	\$214.00	\$174.00	\$148.00	\$133.00	\$250.00	\$259.00	\$204.00	\$163.00	\$136.00	\$189.00	\$113.00	\$101.00	\$218.00	\$181.00	\$167.00	\$160.00	\$118.00	\$137.00	\$133.00	Hours	Totals
Task 1 - Management / Coordination / Administration																							
1.1	Internal Management & Coordination	4	2	8																	14	\$ 2,956.00	
1.2	Monthly Progress Reports			2																6	8	\$ 1,146.00	
1.3	Progress Meetings	2	2	8																	12	\$ 2,388.00	
1.4	Project Schedule & Updates	2	2	4																	8	\$ 1,692.00	
1.5	WSDOT Coordination (if necessary)	4	2	24																	30	\$ 5,740.00	
	Task Total	12	8	46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	72	\$ 13,922.00	
Task 2 - Survey Base Mapping																							
2.1	Survey Control						1	6													7	\$ 1,804.00	
2.2	Topographic Mapping						1		16												17	\$ 3,514.00	
2.3	Establish Right-of-Way						1	2		8											11	\$ 2,072.00	
2.4	Develop Basemap						1				24										25	\$ 3,514.00	
	Task Total	0	0	0	0	0	4	8	16	8	24	0	0	0	0	0	0	0	0	0	60	\$ 10,904.00	
Task 3 - Initial Design Concepts (10%)																							
3.1	Field Meetings and Review of Base Map		4	2	4															4	14	\$ 2,344.00	
3.2	Prepare 10% Scroll Plots		4	2	8	16														4	34	\$ 5,064.00	
3.3	Design Meeting (Preliminary Layout)	2	2	2	2																8	\$ 1,640.00	
	Task Total	2	10	6	14	16	0	0	0	0	0	0	0	0	0	0	0	0	0	8	56	\$ 9,048.00	
Task 4 - Progress Design (50% Design)																							
4.1	Prepare 50% Plans		10	4	20	72														8	114	\$ 16,468.00	
4.2	50% Construction Cost Estimate		2	4	4	8															18	\$ 2,780.00	
4.3	Draft Illumination Designs Report		2			12															14	\$ 2,024.00	
4.4	50% QA/QC Reviews	2		2																	4	\$ 916.00	
4.5	Delivery of 50% Plans																				6	\$ 798.00	
4.6	Design Review Meeting			2	2																4	\$ 644.00	
	Task Total	2	14	12	26	92	0	0	0	0	0	0	0	0	0	0	0	0	0	8	6	160	\$ 23,630
Task 5 - Signal Operations & Timing Plan																							
5.1	Develop Traffic Operations Models										4	16									20	\$ 2,564.00	
5.2	Develop Signal Timing Plan										16	24									40	\$ 5,736.00	
	Task Total	0	0	0	0	0	0	0	0	0	20	40	0	0	0	0	0	0	0	0	60	\$ 8,300.00	
Task 6 - Environmental Permitting and Cultural Resources																							
6.1	SEPA Checklist and IDP													4	28	14	2	1			49	\$ 8,716.00	
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	4	28	14	2	1	0	0	49	\$ 8,716.00	
Task 7 - Utility Coordination																							
7.1	Utility Request Letter			2	4	6															12	\$ 1,738.00	
7.2	Utility Conflict Map				2	4															6	\$ 828.00	
7.3	Utility Coordination and Meetings			2	8	12															22	\$ 3,128.00	
7.4	Potholing / Relocation Coordination			2	2																4	\$ 644.00	
7.5	Base Map Update				2	2			2												8	\$ 1,242.00	
7.6	SCL New Service Coordination	2	2	2	4																10	\$ 1,936.00	
	Task Total	2	2	8	22	24	0	0	2	0	2	0	0	0	0	0	0	0	0	0	62	\$ 9,516.00	

Task 8 - Final Design (90% and Final)																									
8.1	90% Plans		24	4	36	80														8	6	164	\$ 24,300.00		
8.2	Final Illumination Design Report		2			4																6	\$ 960.00		
8.3	90% Specifications			4	4	4																14	\$ 2,022.00		
8.4	90% Construction Cost Estimate		2	2	2	8																14	\$ 2,136.00		
8.5	90% QA/QC	6	4	4																		14	\$ 3,256.00		
8.6	90% Designs Review Meeting	2	2	2	2	2																10	\$ 1,906.00		
8.7	Bid Ready Plans		4	4	24	32																4	\$ 10,296.00		
8.8	Bid Ready Specifications		24	4	8	32																69	\$ 11,373.00		
8.9	Bid Ready Construction Cost Estimate		2	2	2	4																10	\$ 1,604.00		
8.10	Bid QA/QC	6	4	4																		14	\$ 3,256.00		
8.11	Delivery of Bid Documents			2	2	6																4	\$ 1,974.00		
Task Total		14	68	32	80	172	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	14	401	\$ 63,083.00
Task 9 - Geotechnical Engineering																									
9.1	Geotechnical Engineering																					0	\$ -		
Task Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 10 - Right of Way Acquisition																									
10.1	Review and Comment on Documentation by ProgramX	2																					2	\$ 568.00	
10.2	Legal Description and Exhibits								8	8													16	\$ 2,392.00	
10.3	Field Staking for ROW							6		1													7	\$ 1,690.00	
Task Total		2	0	0	0	0	0	6	0	8	9	0	0	0	0	0	0	0	0	0	0	0	25	\$ 4,650.00	
Task 11 - Public Involvement																									
11.1	Prepare for and Attend Meetings	2		4	2	2																	14	\$ 2,230.00	
Task Total		2	0	4	2	2	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	14	\$ 2,230.00	
Task 12 - Engineering Support During Bidding																									
12.1	Engineering Support During Bidding			2	4	4																	10	\$ 1,472.00	
Task Total		0	0	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	\$ 1,472.00	
Total Labor Hours and Fee																									
Total Labor Hours and Fee		36	102	110	148	310	4	14	18	16	35	20	40	17	4	28	14	2	1	24	26	969	\$ 155,471.00		
Subconsultants																									
																						Utility Locate Service (Allowance)	\$2,000		
																						Potholing (Assuming 4 @ \$2500) (Allowance)	\$10,000		
																						Geotechnical Engineering (Geodesign NV5) (Allowance)	\$22,000		
																						Right of Way Acquisition (ProgramX) (Allowance)	\$10,000		
																						Total Subconsultant Expense	\$44,000.00		
Reimbursable Direct Non-Salary Costs																									
																						Mileage	\$200		
																						Reproduction Allowance	\$50		
																						Total Reimbursable Expense	\$250		
																						Total Estimated Budget	\$ 199,721.00		