



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 BY: **David Baus, Project Manager**
 CC: **Mayor Thomas McLeod**
 DATE: **April 19, 2024**
 SUBJECT: **2024 Annual Overlay Project**
Project No. 82410401
Amendment No. 1 – Contract No. 23-165, KPG Psomas, Inc.

ISSUE

Execute Amendment 1 with KPG Psomas, Inc. (KPG) to include construction management services for the 2024 Annual Overlay Project.

BACKGROUND/DISCUSSION

Every year, Public Works issues a construction project to grind and overlay several blocks of roadways in the City of Tukwila. The annual overlay program is intended to preserve and maintain the street structure in a safe and useable state by resurfacing before failure, which also minimizes costs.

Before work can commence, an engineer of record is required to prepare, design, and manage the construction of the project. KPG provides a unique blend of knowledge and understanding of the city's overlay program, which includes efficiency and benefits that no other firm can match at this time. KPG has also performed very well in providing construction management services and inspection services. KPG has provided an amendment incorporating construction management, scope of work, and fee estimate for the Overlay project's construction management and inspection services.

FINANCIAL IMPACT

	<u>Amendment 1</u>	<u>CIP CM Budget</u>
KPG CM Services	\$197,726.00	\$200,000.00

RECOMMENDATION

Council is being asked to approve amendment 1 for KPG Psomas, Inc on the 2024 Annual Overlay Program and consider this item on the Consent Agenda at the May 6, 2024, Council Meeting.

ATTACHMENTS:

- 2023 CIP Page 12
- KPG 2024 Overlay Consultant Contract - Amendment 1 Proposal

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: Annual Overlay and Repair Program

Project No. 80010401

DESCRIPTION: Select, design and construct asphalt and concrete pavement overlays of arterial and residential streets.

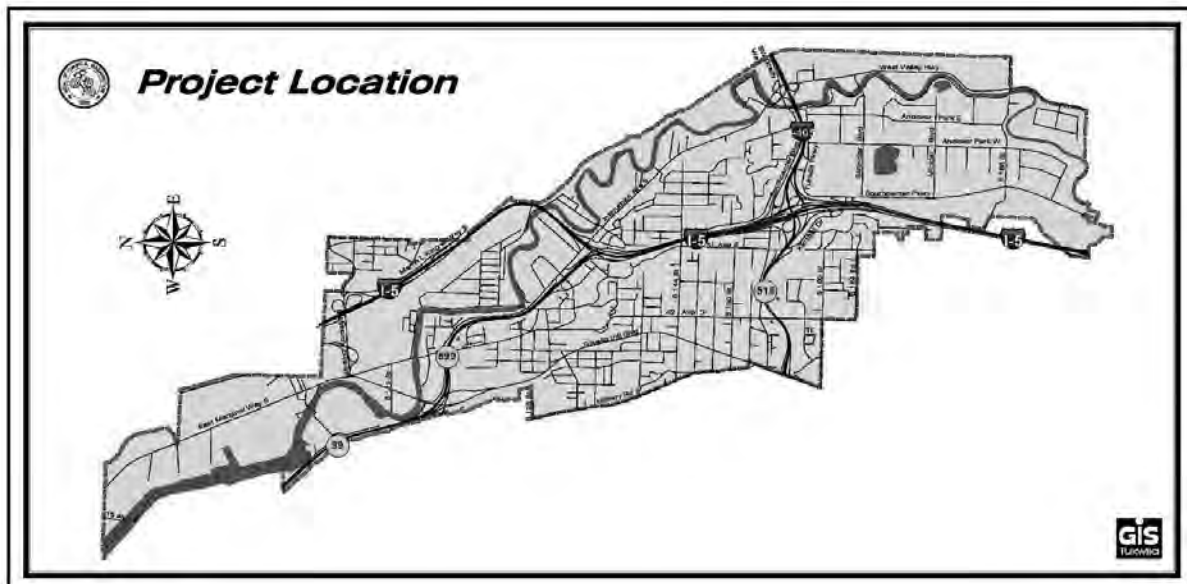
JUSTIFICATION: Preserve and maintain the street structure in a safe and useable state by resurfacing before failure which also minimizes costs. Some individual sites may be coordinated with water, sewer, and surface water projects.

STATUS: Each year various sections of roadway throughout the City are designed and constructed for asphalt overlay.

MAINT. IMPACT: Reduces annual maintenance.

COMMENT: Ongoing project. Only one year actuals shown in first column.

FINANCIAL (in \$000's)	Through Estimated									
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	316	150	150	150	150	150	150	150	150	1,516
Land (R/W)										0
Const. Mgmt.	43	200	200	200	200	200	200	200	200	1,643
Construction	970	1,050	1,050	1,050	1,050	1,050	1,150	1,150	1,300	9,820
TOTAL EXPENSES	1,329	1,400	1,400	1,400	1,400	1,400	1,500	1,500	1,650	12,979
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Solid Waste Utility Tax	1,329	1,400	1,400	1,400	1,400	1,400	1,500	1,500	1,650	12,979
TOTAL SOURCES	1,329	1,400	1,400	1,400	1,400	1,400	1,500	1,500	1,650	12,979



Construction Management Services

Scope of Work

April 2024

City of Tukwila

2024 Overlay Program

City Project Number: 82410401

KPG Project Number: 9TUK010700

KPG Psomas (Consultant) will provide construction management services for the construction contract to complete the City of Tukwila 2024 Overlay Program project. The proposed work includes:

- Paving at multiple sites within City of Tukwila: 35th Ave. S., 37th Ave. S., 40th Ave. S., S. 132nd Pl, S. 128th St., 50th Pl S., S. 114th St.

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 **40 working days**.
- The **proposed project team** will include a part time Project Manager, part time Resident Engineer (24 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 (25 total hours). 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.
- 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 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.

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- 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 as further detailed below:

- a. 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.
- b. 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.
- c. 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.
- d. 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,

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however creation of a complete project ROM is outside the scope of the current budget and may require a supplement.

- e. **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.
- f. **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.
- g. **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

TASK 3 – CONSTRUCTION SERVICES – OFFICE

3.1 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:

- a. **Project Coordination:** Liaison with City, construction Contractor, engineer, utilities and property owners on a regular basis to discuss project issues and status.
- b. **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.
- c. **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.
- d. **Requests for Information (RFI):** Consultant shall review and respond to RFI's. RFI's shall be logged and tracked by Consultant.
- 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

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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's subcontractor logs.

3.2 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.

Deliverables:

- Approved Submittals and Submittal log

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- 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 – CONSTRUCTION SERVICES - FIELD

4.1 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.
- 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.

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- 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 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.

Deliverables:

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

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:

- a. **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.
- b. **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.
- c. **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.

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- d. 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.
- e. 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 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.
- f. 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: A third party subconsultant will be retained by KPG Psomas 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 frequency as-directed by the City’s 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 on 40 working day contract. Any additional services requested or extension of days will be approximately \$3,185.00 per additional day.



EXHIBIT XMAS

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Tukwila
 Project Name: 2024 Overlay
 KPG Psomas Inc. Project Number: 9TUK010700
 40 working days + 2 week startup and 4 weeks closeout
 Date: 4/10/2024

Task No.	Task Description	Labor Hour Estimate								Hours	Total Hours and Labor Cost Computations by Task
		Principal	Project Engineer II	Senior Construction Manager	Senior Resident Engineer	Construction Observer III	Document Control Specialist III	Document Control Admin	Senior Admin		
		290	187	244	188	142	146	104	139		
Task 1 - MANAGEMENT / COORDINATION / ADMINISTRATION											
1.1	Project Management and Administrative Services		20	20					4	44	\$ 9,176.00
1.2	Prepare, review and submit monthly expenditures									0	\$ -
	Task Total	0	20	20	0	0	0	0	4	44	\$ 9,176.00
Task 2 - Administrative Services up to Contractor Notice to Proceed (NTP) (xxx Months/Weeks)											
2.1	Administrative Services up to Contractor Notice to Proceed			2	4		4			10	\$ 1,824.00
2.2	PreCon Photos				4	4				8	\$ 1,320.00
2.3	Review Plans and Specs				16	16				32	\$ 5,280.00
2.4	Prepare Hard and Electronic Files				4		8			12	\$ 1,920.00
2.5	Prepare ROM						8			8	\$ 1,168.00
2.6	Prepare PreCon Agenda				2		6			8	\$ 1,252.00
2.7	Prepare Templates						4			4	\$ 584.00
	Task Total	0	0	2	30	20	30	0	0	82	\$ 13,348.00
Task 3 - Construction Management (CM) and Administrative Services. NTP to Project Closeout. (xxx Months/Weeks)											
3.1	Construction Management Office Support	15	40	20	200		160			435	\$ 77,670.00
3.2	Certified Payroll							28		28	\$ 2,912.00
	Task Total	15	40	20	200	0	160	28	0	463	\$ 80,582.00
Task 4 - Provide Field Inspection for Each of the Project's Working Days (xxx Months/Weeks)											
4.1	Construction Inspection					400				400	\$ 56,800.00
	Task Total	0	0	0	0	400	0	0	0	400	\$ 56,800.00
Task 5 - Project Closeout (xxx Months/Weeks)											
5.1	Construction Management Office Support			8	60		60			128	\$ 21,992.00
5.2	Construction Management Field Paperwork/Inspection					20				20	\$ 2,840.00
	Task Total	0	0	8	60	20	60	0	0	148	\$ 24,832.00
Task 6 - Materials Testing											
6.1	Subcontract with Material Tester			2						2	\$ 488.00
6.2	Prepare Invoices and Billings for Subcontractor									0	\$ -
	Task Total	0	0	2	0	0	0	0	0	2	\$ 488.00

Task 7 - Management Reserve											
7.1	Upon City Authorization Only									0	\$ -
	Task Total	0	0	0	0	0	0	0	0	0	\$ -
	Total Labor Hours and Fee	4,350	11,220	12,688	54,520	62,480	36,500	2,912	556	1,139	\$ 185,226.00
Subconsultants											
										HWA Material Testing	\$ 12,000.00
										Total Subconsultant Expense	\$ 12,000.00
Reimbursable Direct Non-Salary Costs											
										Mileage at current IRS rate	
										Reproduction Allowance	\$ 500.00
										Total Reimbursable Expense	\$ 500.00
										Management Reserve	\$ -
										Total Estimated Budget	\$ 197,726.00