

INFORMATIONAL MEMORANDUM

**TO:** Transportation and Infrastructure Committee

FROM: Hari Ponnekanti, Public Works Director

BY: Joshua Hopkins, Surface Water Project Manger

CC: Mayor Thomas McLeod

DATE: April 19, 2024

SUBJECT: Surface Water Fund – 2024 Annual Small Drainage Program

**Project No. 82441201** 

### **ISSUE**

Approve a Contract with KPG Psomas Inc. for design and construction services for the 2024 Annual Small Drainage Program.

## **BACKGROUND**

The Annual Small Drainage Program addresses surface water deficiencies that are identified through maintenance activities and citizen complaints. For the 2024 Annual Small Drainage Program, Public Works staff reviewed the list of known deficiencies and compiled a list of six project sites for 2024. The project sites are located on (1) 40<sup>th</sup> Ave S; (2) MacAdam Rd S (2x locations); (3) Strander Blvd; (4) S 116<sup>th</sup> Way, and 65<sup>th</sup> Ave S. Sites 2 and 3 will be constructed in 2024, sites 1, 4, and 5 will be constructed in 2025.

## **DISCUSSION**

Three firms (KPG Psomas, Otak, and Pace) Statement of Qualifications were evaluated from the MRSC Consultant Roster. KPG Psomas was selected as the firm that best met the requirements due to their design and construction management services, work history with the City of Tukwila and project sites, and satisfactory performance on past projects. This contract includes design and construction services from KPG Psomas.

## **FINANCIAL IMPACT**

The 2024 Small Drainage design (\$110K), construction management (\$110K) and construction (\$700K) budget is \$900,000. KPG Psomas' proposed fee for design and construction is \$377,518; the fee is due to the number of sites, permitting, and studies for 40<sup>th</sup> Ave S, S 116<sup>th</sup> Way, and 65<sup>th</sup> Ave S. The funding shortfall of \$157,518 will come from the 2024 construction budget; only three of the six sites are expected to go to construction in 2024, the other three in 2025.

	Consultant Fee	<u>Budget</u>
2024 KPG Design and Construction Mgmt. Fee	\$377,518	
2024 Design, Const. Mgmt., and Construction Budget		\$900,000
Totals:	\$377,518	\$990,000

### **RECOMMENDATION**

Council is being asked to approve a Contract with KPG Psomas, Inc. for design and construction management services in the amount of \$377,518 for the 2024 Small Drainage Program and to consider this item on the Consent Agenda at the May 6, 2024, Regular Council Meeting.

Attachments: CIP Pg. 76; KPG Consultant Design and Construction Scope and LOE

### **CITY OF TUKWILA CAPITAL PROJECT SUMMARY**

2023 to 2028

PROJECT: Annual Small Drainage Program Project No. 80041201

**DESCRIPTION:** Select, design, and construct small drainage projects throughout the City.

JUSTIFICATION: Provide drainage corrections for existing/ongoing drainage problems throughout the City, including culvert

replacements, drain extensions, and pavement upgrades.

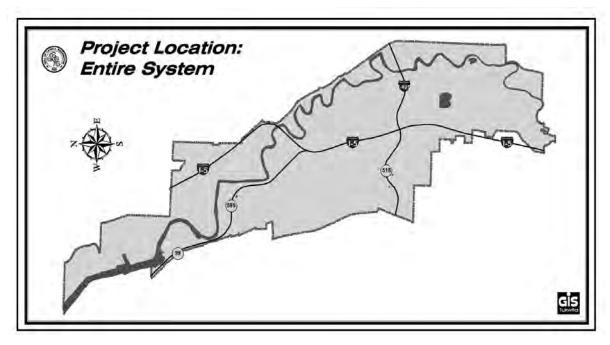
**STATUS:** Projects for this annual program are taken from Small Drainage Project List.

**MAINT. IMPACT:** Reduces maintenance.

COMMENT: Ongoing project, only one year shown in first column. Construction expenses may occur over two calendar

years.

FINANCIAL	Through	Estimated								
(in \$000's)	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	97	100	100	100	110	110	110	110	80	917
Const. Mgmt.	136	99	100	100	110	110	110	110	80	955
Construction	638	603	700	700	750	750	750	750	513	6,154
TOTAL EXPENSES	871	802	900	900	970	970	970	970	673	8,026
FUND SOURCES										
Awarded Grant										0
Proposed Grant	65									65
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	806	802	900	900	970	970	970	970	673	7,961
TOTAL SOURCES	871	802	900	900	970	970	970	970	673	8,026





### City of Tukwila

### 2024 Small Drainage Program

City Project Number: 9204XXXX KPG Project Number: XXXXX Design Services Scope of Work v2

**April 15, 2024** 

### PROJECT DESCRIPTION

The Consultant shall prepare final Plans, Specifications and Estimates for the 2024 Small Drainage Program as well as preliminary design and site reconnaissance for future 2025 Small Drainage Program. The project will include the following sites:

# Site 1: 13601 40<sup>th</sup> Ave S - Upgrade failed conveyance stormwater conveyance at 42<sup>nd</sup> Ave S to Southgate Creek

Replace and install new storm drain system approximately 170 LF along with three drainage structures, modular wetland unit, and dissipation pad for outfall near upper Southgate Creek reach. Tie into the upstream existing system at 42<sup>nd</sup> Ave S. This site will require a SEPA and City of Tukwila Special Permissions Permit with project limits within Type 3 Watercourse Buffer. This site location was partially designed as part of the 2021 Small Drainage Program. It has been verified by WDFW that an HPA is not required as no work will occur within the OHWM of the stream.

# Site 2: MacAdam Rd S, south of S 144<sup>th</sup> St Drainage System – Upgrade roadside ditch to stormwater conveyance system

Remove existing 12" concrete pipe and structures and install new storm drain system approximately 340 LF of 12" pipe along with four drainage structures. Tie into the existing system. Regrade existing swale and ditchline. As parallel trench drain with perforated pipe to the closed conveyance system to maintain drainage capacity from surface runoff and swales. SEPA permitting will not be required.

# Site 3: MacAdam Rd S, north of S 144<sup>th</sup> St - Revise driveway entrances to reduce ice formation on MacAdam

Regrade up to three existing driveways that currently sheet flow runoff onto MacAdam Rd S. Add HMA thickened edge or HMA berm to direct driveway sheet flow into existing storm drainage system. Excavate and connect private storm pipe outlet into storm conveyance system (approximately 40 LF) with new Type 1 structure tee'd into existing conveyance across driveway. Restore collected debris and sludge around existing catch basins on either end of the three driveways. SEPA permitting will not be required.

# Site 4: Strander & West Valley Hwy – Cured In Place Pipe (CIPP) for storwmwater conveyance pipe preservation due to tree root invasion

Review City Maintenance CCTV and propose pipe cleaning, cured in place pipe lining (CIPP) and any necessary open excavation pipe spot repair for approximately 330 LF of pipe. While this storm conveyance pipe outfalls to the Green River, this project site will be exempt from SEPA and City of Tukwila Special Permissions Permit classified under maintenance project. Existing storm pipe may

run through KC parcel and along City ROW. The existing storm conveyance pipe is under City of Tukwila Jurisdiction and City will manage all coordination with KC.

Site 5: S 116<sup>th</sup> Way from Tukwila International Blvd (TIB) to 3465 S 116<sup>th</sup> Way – Groundwater and hillside seeps water producing roadway ice and pavement wear Study Review hillside runoff from the southwest side of S 116<sup>th</sup> Way. Review options to redirect runoff into storm conveyance system to prevent sheet flow and groundwater runoff onto asphalt shoulder and across travel lanes. Work includes subconsultant managing groundwater level testing and determining environmental permitting requirements for improvement work along roadway prism. Work will include Environmental Biologist site visit to determine any wetland delineation. Work also includes coordination with WSDOT for any work within limited access that may extend over to SR 99 off ramp and detention pond as well as coordination with City of Burien on interagency jurisdiction responsibilities.

# Site 6: 65<sup>th</sup> Ave S at Southcenter Blvd. – Groundwater seeps water producing roadway ice and pavement wear Study

Review options to collect and infiltrate seeping groundwater from pavement along 65<sup>th</sup> Ave S. Work includes subconsultant managing groundwater level testing, reviewing existing utilities along project limits, and pavement repair. SEPA permitting will not be required.

### PROJECT GENERAL ASSUMPTIONS

It is anticipated that Sites 2, 3, & 4 will be constructed as a single bid package for the 2024 Small Drainage Program as budget or other considerations allow. Site 1 will be designed to final bid design to secure environmental permitting and utility easements for the 2025 SDP bid package. Sites 5 and 6 will be designed through preliminary conceptual design with geotechnical and environmental reconnaissance to determine level of effort for future final design and construction costs.

The Consultant shall provide surveyed base maps with horizontal utility locations, or base maps created from field measurements, ortho-photography, and GIS data as necessary for each site. If necessary, surveyed base maps will include right-of-way line work based on available public records. Project horizontal and vertical datum will be NAD83/2011 and NAVD88 respectively on all sites.

The Consultant shall prepare a SEPA checklist and Special Permissions Permit when required at Site 1. No additional permits are anticipated within this scope for the other sites.

The Consultant shall determine wetland delineation, if present, at Site 5.

It is the Consultants understanding that none of these sites require biological assessments, additional permits, wetland delineations, geotechnical review, detention facilities, or water quality treatment facilities beyond those listed within project site descriptions.

It is the Consultants understanding that aside from the proposed Site 1, all work will be completed within City right of way, existing easements, and/or approved temporary right of entry, and no further easement acquisition is anticipated.

It is the Consultants understanding that the City will coordinate and secure right of entry and temporary access for any work for property restoration with the property owners. It is assumed this work will be completed during daytime working hours and a noise variance permit will not be required.

It is the Consultants understanding that the City will coordinate and review any franchise utility submitted right of way use permits, construction permits, and temporary access for any work for utility location and relocation required to install the drainage improvements.

### SCOPE OF WORK

## TASK 1 – 2024 Small Drainage Program Design

- MANAGEMENT/COORDINATION/ADMINISTRATION 1.1
  - The Consultant shall provide continuous project management and administration for the duration of the Project. (Estimate 20 months).
  - Hold monthly project coordination meetings with the City to update progress and review submittals. Assume (20) meetings.
  - The Consultant shall provide monthly status reports and billings.
  - The Consultant shall provide independent QA/QC reviews by senior in-house staff of all deliverables prior to submittal to the City.
- Previously obtained mapping for Site 1 will be utilized. The Consultant shall prepare supplemental 1.2 survey to Site 1 where design storm alignment is altered, and limits are extended. The Consultant shall prepare survey for Sites 2 and 3 to support design of replacement and proposed stormwater conveyance. Sites 4-6 currently do not have scoped survey and will utilize previous information, GIS mapping, and aerials to layout improvements.
- For Site 1, based on approved 30% preliminary design layout, the Consultant shall prepare necessary easement and legal descriptions to acquire utility easement to existing City storm facilities. The City will review the project and easement needs to obtain approval from the property owner. The Consultant shall make necessary revisions to design based on easement conditions negotiated between the City and property owner and include the final design into the Bid Documents. For Site 5, the Consultant shall order property title report to confirm if existing City stormwater utility easement is present. Management Reserve will be used to prepare Legal Description and Figure if utility easement at Site 5 does not exist.
  - Deliverables
    - o Legal Description and figure(s) for City Utility Easement (assume one (1) private parcel.) (pdf).
    - o Site 5 parcel Title Report (pdf).
- For Site 1, the Consultant shall prepare 50%, 90% and final design. This includes stormwater memorandum and modeling for the proposed water quality modular wetland unit.
- 1.5 For Site 2, the Consultant shall prepare 50%, 90%, and final design.
- For Site 3, the Consultant shall prepare 50%, 90%, and final design. 1.6
- For Site 4, the Consultant shall prepare 50%, 90%, and final design. 1.7 City of Tukwila 2024 Small Drainage Program Page 3 of 6

109

- 1.8 For Site 5, the Consultant shall prepare 30% preliminary design.
- 1.9 For Site 6, the Consultant shall prepare 30% preliminary design.
- 1.10 The Consultant shall prepare 50% and 90% plan set review submittals for Sites 1-4. It is anticipated that Site 4 will be packaged into the 2024 Small Drainage Bid Package for Construction but will be ready for the 2025 SDP.
- 1.11 The Consultant shall conduct a site visit at Site 1, to characterize and delineate the OHWM of the Type 3 watercourse (stream) in the project area, to characterize the potential stream buffer impacts from the project. This task also includes time for wetland reconnaissance along the slope adjacent to Site 5, to determine if any seep wetlands are present.
- 1.12 The Consultant shall prepare a SEPA checklist for Site 1 due to land disturbing area within Type 3 watercourse Stream buffer. Consultant assumes Sites 2-4 do not require SEPA checklist.
- 1.13 The Consultant shall prepare City Special Permissions Permit for the 2024 Small Drainage Program requiring Special City review. This is anticipated to be for only Site 1 where project site location is within existing Type 3 watercourse Stream buffer.
- 1.14 The Consultant shall prepare Critical Areas Report (CAR), if triggered, at Site 1 to support the Special Permissions Permit. The critical areas study will be prepared according to the requirements of TMC 18.45 Environmentally Critical Areas. It is anticipated that on-site buffer enhancement will serve as acceptable mitigation for impacts from the stormwater outfall/diffuser that will be located in the riparian buffer zone. The CAR will include a mitigation report with mitigation goals, objectives, performance standards, and monitoring commitments. This task also includes effort for the creation of up to two plan sheets, detailing the mitigation actions and including planting quantities and take offs.
- 1.15 The Consultant shall support their Geotechnical Subconsultant for Site 5 and 6 to measure groundwater levels to assist with recommendation of design solutions for seeping water and runoff collection. Monitoring will be done within rainy season and appropriate times to collect accurate data and per best engineer practices. Groundwater monitoring scope will be finalized and agreed upon between Consultant and City prior to any work completed within Task 1.15. This task includes site visit with Geotechnical Subconsultant prior to geotechnical testing.
- 1.16 The Consultant shall prepare the Contract Specification per 2024 WSDOT Standard Specifications for the 90% Review Submittal and the Bid Documents for Sites 2,3,4.
- 1.17 The Consultant shall calculate quantities and prepare Engineers Estimate of Probable Construction Cost for the 50% and 90% Submittal as well as the Bid Documents for Sites 2,3,4.
- 1.18 The Consultant shall distribute preliminary mapping and 50% review submittals to franchise utility owners to identify potential conflicts within the Project limits. Notification and design coordination will continue through final design. (Assume one (1) site visit with franchise utilities).

- 1.19 The Consultant shall prepare final Bid Documents for Sites 2,3,4 for the proposed improvements including the following:
  - Plans shall be prepared with such provisions in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and per industry standards.
  - O Details will be prepared for items not available as standard details from the City, State, or WSDOT standard drawings.
  - o The plans shall illustrate complete details of construction of the proposed improvements including limits of construction and removals, proposed invert elevations, rim elevations and required construction materials.
  - o Drainage designs will be determined through consultation with City staff and from previous experience rather than detailed basin modeling.
- 1.20 The Consultant shall provide bid period services to include responses to bidder inquiries, preparation of addenda, and attendance at bid opening. The budget assumes a straightforward review process with the low bidder receiving the contract award. See Exhibit A-2 and B-2 for full construction services for 2024 SDP including bid period services for preparation of bid tabulation and recommendation to award or reject the apparent low bidder.
  - Deliverable Assumptions
    - The project will not involve work within wetlands or within the OHWM of any stream, therefore no WDFW HPA or Army Corps CWA 401/404 permits will be required.
    - Site visits will be limited to publicly accessible parcels and ROW. If private property
      access is required, the City will provide the Consultant appropriate Right of Entry
      permissions.
    - The project does not include wetland delineation or preparation of a CAR for Site 5. If the site reconnaissance determines there are wetlands adjacent to the project, a scope and budget amendment or management reserve funds will be required for delineation and permitting to support design improvements.
    - o No federal funding is anticipated for the Project engineering or construction.
    - o No utility upgrades beyond storm conveyance are anticipated in the project design.
    - This project will not require Drainage & Water Quality Reports except for Site 1 for sizing of modular wetland unit.
    - o City to submit any environmental permitting applications.
    - o Potholing of existing underground utilities will be completed by franchise utilities. The approval and construction and right of way permit reviews will be completed by City.
    - O City to obtain easement approval and record easement for Site 1 with Consultant prepared legal description and figure.
  - Deliverables (all deliverables shall be electronic PDF unless otherwise noted)
    - o Supplemental Survey Basemap for Site 1.
    - o Survey Basemap for Site 2 and Site 3.

- o Legal Description and figure(s) for City Utility Easement (assume one (1) private parcel.) for Site 1 (pdf).
- o Title Report for Site 5 (pdf).
- o SEPA Checklist for Site 1.
- Special Permissions Permit for Site 1.
- o Critical Areas Report for Site 1.
- o Drainage Memo for Site 1 for sizing of Modular Wetland Unit.
- O Geotechnical Memorandum with groundwater level collected data for Sites 5 & 6 (When Task 1.15 has been approved by City).
- o 30% review submittal with Plans and high level planning estimate for Sites 5 & 6.
- o 50% review submittal with Plans and Estimate for Sites 1-4.
- o 90% review submittal with Plans, Specifications, and Estimate for Sites 1-4.
- o Bid Documents and Engineer's Estimate for Sites 2-4. (3 sets ½ size plans, specs, and estimate and hard copies and electronic PDF)
- o Coordinate upload of Plans and Specifications to Builders Exchange.

## **Management Reserve Services**

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

 Any additional services requested from the City to advance project through final design and construction.

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

### **Additional Services**

The City of Tukwila may require other services of the Consultant. These services could include additional design, right of way, utility potholing, environmental documentation, geotechnical exploration, or other work tasks not included in the scope of work. At the time these services are required, the Consultant will provide the City with a detailed scope of work and an hour and fee estimate. The Consultant will not proceed with the work until the City has authorized the work and issued a Notice to Proceed.



# **EXHIBIT B-1**

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Tukwila

**Project Name:** 2024 Small Drainage Program (SDP)

KPG Psomas Inc. Project Number: 9XXX0X000

Date: 4/10/2024

KPG P Date:		9XXX0X0X00 4/10/2024	)																						
		Labor Hour Estimate																							
Task	Task Description	Principal	Engineering Manager I	Senior Engineer I	Project Engineer I	Design Engineer III	Senior Project Manager Survey	Survey Crew II (W/Equip)	Field Surveyor III	Project Surveyor II	Senior Landscape Architect I	Landscape Designer III	Environmental Manager	Managing Biologist	Managing Biologist	Biologist III	GIS Tech	Document Control Specialist III	Senior CAD Technician	Business Manager	Senior Admin	Office Assistant			and Labor ons by Task
No.		\$290.00	\$226.00	\$194.00	\$166.00	\$151.00	\$250.00	\$270.00	\$151.00	\$172.00	\$181.00	\$133.00	\$226.00	\$181.00	\$202.00	\$127.00	\$87.00	\$146.00	\$139.00	\$177.00	\$139.00	\$98.00	Hours		Totals
Task 1			•	•														•							
	Management / Coordination / Administration		6	24	8															2	20		60	\$	10,474.00
1.2	Survey & Base Maps						4	32	44															\$	16,284.00
	Utility Easement						2			12									2					\$	2,842.00
1.4	Site 1 - 40th Ave S		2	8	32	24					4	12							2					\$	13,538.00
1.5	Site 2 - MacAdam Drainage Site 3 - MacAdam Driveways		2	8	32 16	40 24													2					\$	13,634.00 7,722.00
1.7	Site 4 - Strander CIPP			8	24	24													2					\$	9,438.00
1.8	Site 5 - S 116th Way - Preliminary concept design			8	16	24					2	4							2					\$	9,004.00
1.9	Site 6 - 65th Ave S - Preliminary concept design			8	16	24													2					\$	8,110.00
1.10	50% and 90%; Sites 1-4, Bid Submittals; Sites 2-4			4	16	32													12				64	\$	9,932.00
1.11	Site Visit and Enviro Reconissance												2	12		8								\$	3,640.00
1.12	Prepare SEPA Checklist; Site 1			2									2	24	4		2						34	\$	6,166.00
1.13	Prepare City Special Permission Permit; Site 1			2									2	20										\$	4,460.00
	Prepare CARA; Site 1			2	-								2	36			4							\$	7,704.00
1.15	Groundwater Testing; Sites 5 & 6 90% Contract Specifications; Sites 1-4			8	8													8					16 32	\$	2,880.00
1.16	Quantity and Cost Estimating ; Sites 1-6		2	16 8	24	24												8						\$	5,600.00 9,612.00
1.18	Utility Coordination			4	16	24																		\$	3,432.00
1.19	Finalize Bid Documents; Sites 2-4			8	16	16													2					\$	6,902.00
1.20	Bid Period Services			4	4	2																4	14	\$	2,134.00
	Task Total	0	12	128	236	234	6	32	44	12	6	16	8	92	4	8	6	8	28	2	20	4	906	\$	153,508.00
	Total Labor Hours and Fee	0	12	128	236	234	6	32	44	12	6	16	8	92	4	8	6	8	28	2	20	4	906	\$	153,508.00
										Subcon	sultants														
																				G	eotechnical	Task 1.15		\$	35,000.00
																			l	Utility Loca	te Services	Task 1.02		\$	3,000.00
																							Subtotal	\$	38,000.00
Total Subconsultant Expense \$													\$	38,000.00											
									- i le : : e	ahla Dina	-4 No C	alam, Ca	-4-											•	00,000.00
								R	emburs	able Dire	EL NON-S	alary CO	<b>วเ</b> ร								NA:I	an at a	nt IDCt-1	<u> </u>	200.00
																					Milea	ige at curre	ni IKS rate	\$	300.00 750.00
Mileage at current IRS rate \$  Title Report Site 4 \$  Reproduction Allowance \$													\$	100.00											
																							e Expense		1,150.00
																							nt Reserve		
																									25,000.00
																					i otai E	stimated	l Budget	\$	217,658.00

# City of Tukwila

# **2024 Small Drainage Program**

City Project Number: xxxxxxxx

**KPG Psomas Project Number: xxxxxxxx** 

# Construction Management Services Scope of Work v1

# **April 15, 2024**

KPG Psomas will provide construction management services for the construction contract to complete the City of Tukwila 2024 Small Drainage Program Project. The proposed work includes:

# Site 2: MacAdam Rd S, south of S 144<sup>th</sup> St Drainage System – Upgrade roadside ditch to stormwater conveyance system

Remove existing 12" concrete pipe and structures and install new storm drain system approximately 340 LF of 12" pipe along with four drainage structures. Tie into the existing system. Regrade existing swale and ditchline. As parallel trench drain with perforated pipe to the closed conveyance system to maintain drainage capacity from surface runoff and swales. SEPA permitting will not be required.

# Site 3: MacAdam Rd S, north of S 144<sup>th</sup> St - Revise driveway entrances to reduce ice formation on MacAdam

Regrade up to three existing driveways that currently sheet flow runoff onto MacAdam Rd S. Add HMA thickened edge or HMA berm to direct driveway sheet flow into existing storm drainage system. Excavate and connect private storm pipe outlet into storm conveyance system (approximately 40 LF) with new Type 1 structure tee'd into existing conveyance across driveway. Restore collected debris and sludge around existing catch basins on either end of the three driveways. SEPA permitting will not be required.

# Site 4: Strander & West Valley Hwy – Cured In Place Pipe (CIPP) for storwmwater conveyance pipe preservation due to tree root invasion

Review City Maintenance CCTV and propose pipe cleaning, cured in place pipe lining (CIPP) and any necessary open excavation pipe spot repair for approximately 330 LF of pipe. While this storm conveyance pipe outfalls to the Green River, this project site will be exempt from SEPA and City of Tukwila Special Permissions Permit classified under maintenance project. Existing storm pipe may run through KC parcel and along City ROW. The existing storm conveyance pipe is under City of Tukwila Jurisdiction and City will manage all coordination with KC.

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 hrs 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.
- 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 Assist City with the Award Process:** KPG Psomas will provide support to attend bid opening, tabulate bid tabs, and provide recommendation letter for Award.
- 2.2 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 2.9, which are further detailed below.
- **2.3 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.
- **2.4 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.
- **2.5 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.
- **2.6 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.
- **2.7 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.

- **2.8 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.
- **2.9 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 - 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 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.

## 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:
  - 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 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 Contactor 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.
- 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.
- **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 assist with external and internal communications regarding utility coordination required for successful completion of the project, including utility relocations, required service interruptions, etc. (Assume 2 hours per working week)

### **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 5 – PROJECT CLOSEOUT

- **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.
- 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 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.
- **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 \$1,136.00 per day for one person. (8 hours x \$142.00 = \$1,136.00)

April 15, 2024



### EXHIBIT B-2

PRIME CONSULTANT COST COMPUTATIONS

Client: Project Name: KPG Psomas Inc. Project Number: City of Tukwila 2024 SDP 9XXX0X0X00

xxxx working days + 2 week startup and 4 weeks closeout

Date: 4/15/2024 Labor Hour Estimate Total Hours and Labor Cost Computations by Task No Task Description 205 166 181 244 188 154 190 104 290 194 187 196 136 106 130 142 97 115 135 146 91 177 139 110 98 Hours Totals Task 1 - MANAGEMENT / COORDINATION / ADMINISTRATION 1.1 Project Management and Administrative Services 2,392.00 2,392.00 Task Total 0 16 24 \$ 4,784.00 Task 2 - Administrative Services up to Contractor Notice to Proceed (NTP) (2 Weeks) 2.1 Assist City with Award Process 6,472.00 2.2 Administrative Services up to Contractor Notice to Proceed
2.3 PreCon Photos 12 10 30 \$ 5,440.00 4 \$ 568.00 2.4 Review Plans and Specs 2,472.00 16 \$ 4 8 2.5 Prepare Hard and Electronic Files
2.6 Prepare ROM 12 \$ 12 \$ 1,920.00 2.7 Prepare PreCon Agenda
2.8 Prepare Templates 12 \$ 1,920.00 1,920.00 2.9 Utility Coordination 8 \$ 1.336.00 Task Total 10 44 12 74 144 \$ 23,968.00 Task 3 - Provide Field Inspection for Each of the Project's Working Days (7 Weeks) 3.1 Construction Inspection 44,730.00 315 315 \$ 44,730.00 Task 4 - Construction Management (CM) and Administrative Services. NTP to Project Closeout. (7 Weeks) 4.1 Construction Management Office Support 30,898.00 63 4.2 Construction Management Field Paperwork 42 35 79 \$ 13,494.00 4.3 Certified Payroll 14 3.120.00 4.4 Utility Coordination 16 \$ Task Total 0 16 0 0 16 7 0 119 0 0 0 0 0 0 140 28 0 0 0 0 0 0 0 0 0 310 \$ 65 106 00 Task 5 - Project Closeout (4 Weeks) 5.1 Construction Management Office Support 7,264.00 5.2 Construction Management Field Paperwork/Inspection 24 28 \$ 4,160.00 5.3 Certified Payroll Closeout 6 \$ 624.00 5.4 Prepare Documentation to Deliver to City 3,504.00 Task Total 102 \$ 15,552.00 Task 6 - Materials Testing 6.1 Subcontract with Material Tester Task Total 0 0 0 0 0 0 0 0 0 \$ Task 7 - Management Reserve 7.1 Upon City Authorization Only Task Total 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 8 0 0 0 0 0 0 0 Total Labor Hours and Fee 3,104 0 0 3,740 0 8,052 0 35,156 0 0 0 0 0 49,842 0 0 0 38,252 3,536 0 0 0 880 0 895 \$ 154,140.00 Subconsultants 5,000.00 Material Testing Task 6.1 \$ 5,000.00 Total Subconsultant Expense \$ 5,000.00 Reimbursable Direct Non-Salary Costs Mileage at current IRS rate \$ 720.00 Total Reimbursable Expense \$ 720.00 Management Reserve \$

159,860.00

Total Estimated Budget \$