



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
 FROM: Pete Mayer, Public Works Director
 BY: Joshua Hopkins, Surface Water Project Manger
 CC: Mayor Thomas McLeod
 DATE: September 20, 2024
 SUBJECT: Surface Water Fund – 2023 Annual Small Drainage Program
Project No. 82341201
Contract, 23-089, Amendment No. 2

ISSUE

Approve Amendment No. 2 to Contract 23-089 with KPG Psomas Inc. to provide additional permitting services for the 2023 Annual Small Drainage Program in the amount of \$63,207.50.

BACKGROUND

The Annual Small Drainage Program addresses drainage-related problems identified through operation and maintenance activities as well as citizen complaints. The 2023 Annual Small Drainage Program developed plans to address localized shoreline erosion and corresponding impacts to the Green River Trail beneath the Tukwila International Boulevard Bridge. Repairing the trail in-place will require in-water fill in the Duwamish River and thus, is subject to mitigation requirements per Federal and State regulations.

DISCUSSION

Efforts to develop a compensatory mitigation plan to address environmental impacts exceeded planning estimates and requires additional effort. After a comprehensive evaluation of several potentially compatible mitigation solutions - at the request of regulators - City staff and the consultant team have selected purchasing habitat credit from the King County Chinook Wind Mitigation Reserves Program as the preferred mitigation option. This amendment addresses overruns incurred for alternative analysis and additional fee to prepare an In-Lieu Fee (ILF) Application to King County’s program. Construction was expected to occur during the 2024 in-water work window, we are now planning for the 2025 in-water work window. Amendment No. 1 was a time extension.

FINANCIAL IMPACT

KPG Psomas’ proposed fee for additional permitting services is \$63,207.50. The 2023 Small Drainage Design, Construction Management and Construction budget is \$900,000.

	<u>Consultant Fee</u>	<u>2023 Budget</u>	<u>Notes</u>
KPG Design Contract	\$99,785.00	\$100,000.00	Design Budget
Amendment No. 1.	\$0.00	\$0.00	No Cost
Amendment No. 2.	<u>\$63,207.50</u>	<u>\$800,000.00</u>	CM &Const. Budget
Total:	<u>\$162,992.50</u>	<u>\$900,000.00</u>	

RECOMMENDATION

Council is being asked to approve Amendment No. 2 to Contract 23-089 with KPG Psomas, Inc. for additional permitting services in the amount of \$63,207.50 for the 2023 Small Drainage Program and to consider this item on the Consent Agenda at the October 7, 2024, Regular Council Meeting.

Attachments: CIP '23-'28. Pg. 76
9TUK010600 Amend 2 signed

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.

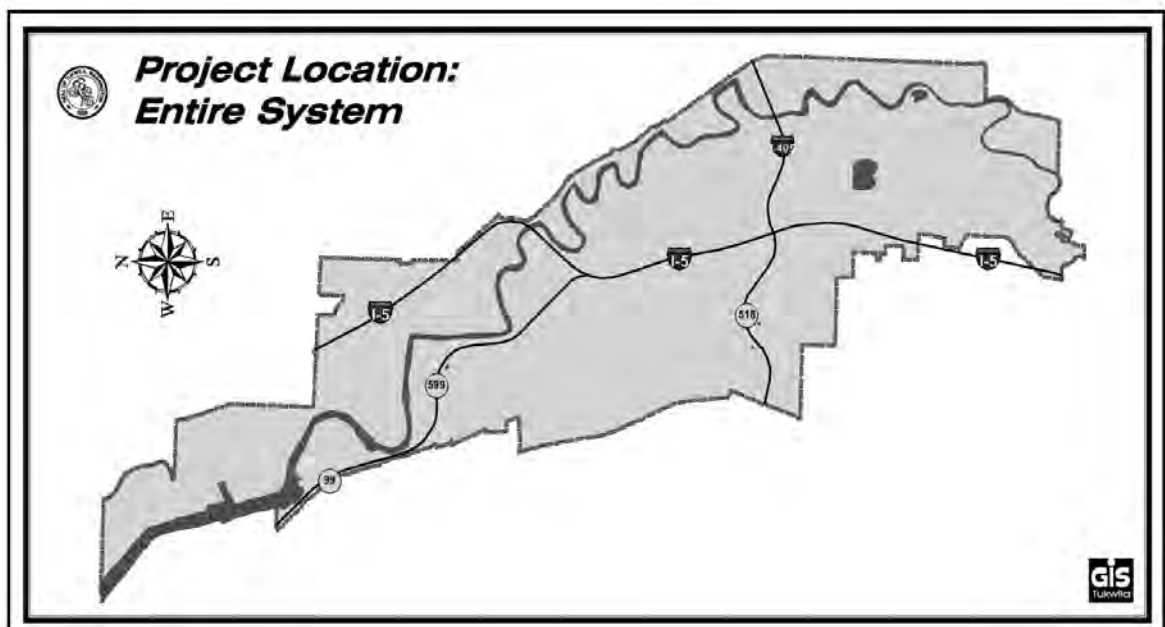
JUSTIFICATION: Provide drainage corrections for existing/ongoing drainage problems throughout the City, including culvert replacements, drain extensions, and pavement upgrades.

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 (in \$000's)	Through 2021	Estimated 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





CONTRACT FOR SERVICES

Amendment #2

Between the City of Tukwila and KPG Psomas, Inc.

That portion of Contract No. 23-089 between the City of Tukwila and KPG Psomas, Inc. for the project titled 2023 Annual Small Drainage Program – Design Services is hereby amended as follows:

Section 2, Scope of Services:

The following language shall be added to the end of the existing Section 2:

*In addition, work under this contract shall include reimbursement for services, direct expenses, and costs associated with the additional contract scope of services as described in **Exhibits A-2 and A-3**, attached.*

Section 3: Duration of Agreement; Time for Performance:

Section 3 is hereby amended to read as follows:

This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2025, 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, 2025, unless an extension of such time is granted in writing by the City.

Section 4, Payment:

Section 4A is hereby amended to read as follows:

Payment for the work provided by the Consultant shall be made as provided on Exhibits "B" provided that the total amount of payment to the Consultant for that work shall not exceed \$99,785.00 without express written modification of the Agreement signed by the City.

*Payment for the work provided by the Consultant shall be made as provided on **Exhibit B-2 and B-3** attached hereto, provided that the total amount of payment to the Consultant for that work shall not exceed \$135,077.50 without express written modification of the Agreement signed by the City.*

*The maximum amount payable under this contract as amended inclusive of all fees and other costs shall not exceed **\$234,862.50** without express written modifications of the Agreement signed by the City.*



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:23-089(b)

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

Dated this _____ day of _____, 20_____.

CITY OF TUKWILA

CONTRACTOR:

Thomas McLeod, Mayor

By: Terry Wright

Printed Name: Terry Wright

ATTEST/AUTHENTICATED:

Title: Vice President

Andy Youn, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A-2

City of Tukwila 2023 Small Drainage Program

City Project Number: 23-089
KPG Psomas, Inc. Project Number: 9TUK010600
Scope of Work
September 10, 2024
Supplement #2

Purpose

This Supplement scope will also include continued design and permitting coordination services for the City of Tukwila Green River Trail repair at Tukwila International Blvd underpass through December 31, 2025. The project is currently in Mitigation Development phase and the use of King County In-Lieu Fee (ILF) mitigation credits from the Chinook Wind Mitigation Site has been identified as the preferred mitigation path to offset impacts associated with the trail scour repair project.

The Consultant shall support the City and Subconsultant in the preparation of the ILF with support graphics, meetings with stakeholders, and permit reviewer comments. In addition, this scope includes additional unforeseen mitigation coordination already completed, as well as coordination anticipated during preparation, submittal, and review of permit applications, including local (City) permitting that will be needed for the project approval before construction can take place.

The specific tasks to be performed as part of this Supplement #2 scope of work include:

General Assumptions:

- No change in scope to Task 2 and Task 3

Task 1 Project Management/Coordination/Administration

1.1 Provide overall project management (assume 12 months) including:

- Project staff management and coordination
- Subconsultant management and coordination
- Prepare and update project schedule
- Schedule and budget monitoring

1.2 Coordinate with City staff and Stakeholders:

- Meeting with City staff to discuss preferred repair design (assume 8 EA – 1 hour meetings with 30 minute prep)
- Meeting with Permitting Stakeholders (assume 8 EA – 1 hr meetings with 2 hour prep)

1.3 Provide QA / QC reviews by senior staff of deliverables prior to submittal to the City. This includes constructability review of subconsultant structural drawings.

Task 1 Deliverables:

- Monthly progress reports and invoicing

- Meeting agendas and minutes including a summary of decisions made / needed resulting from design coordination meetings.

Task 4 Green River Trail Repair - Environmental Services (see attached for GeoEngineer's services)

4.1 Consultant shall prepare graphics and figures required for Permit Applications which now includes the ILF, review period, and local (City permits) in support for subconsultant permit application preparation. (Assume vicinity map, site map with OHW delineation and project limits, and quantity calculations).

Management Reserve

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 may require additional services of the Consultant in order to advance the project through final design and construction. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited to survey, geotechnical investigation, design, permitting, environmental documentation and/or services during construction.

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

EXHIBIT B-2
PRIME CONSULTANT COST COMPUTATIONS

Client: City of Tukwila
 Project Name: 2023 Small Drainage Program
 KPG Psomas Inc. Project Number: 9TUK010600
 Date: 9/10/2024

Task No.	Task Description	Labor Hour Estimate																			Total Hours and Labor Cost Computations by Task		
		Principal	Engineering Manager I	Senior Engineer I	Project Engineer I	Project Engineer II	Design Engineer I	Design Engineer II	Design Engineer III	Senior Project Manager Survey	Project Surveyor II	Project Landscape Architect II	Senior Construction Manager	Construction Manager	Senior Resident Engineer	Senior CAD Technician	CAD Technician	Business Manager	Senior Admin	Office Admin			Office Assistant
		\$292.00	\$228.00	\$195.00	\$167.00	\$189.00	\$134.00	\$140.00	\$152.00	\$252.00	\$173.00	\$167.00	\$246.00	\$198.00	\$189.00	\$140.00	\$125.00	\$178.00	\$140.00	\$111.00	\$99.00	Hours	Totals
Task 1 - Project Management/Coordination/Administration																							
1.1	Project Management			10															2	12		24	\$ 3,562.00
1.2	Coordination with Staff and Stakeholders			36																		36	\$ 7,020.00
1.3	QA/QC Reviews																					0	\$ -
	Task Total	0	0	46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	12	0	60	\$ 10,582.00
Task 2 - GRT Repair - Civil Design (No Change in Scope)																							
2.1	Review Data and Prepare basemap																					0	\$ -
2.2	30% Preliminary Plan and Cost Estimate																					0	\$ -
2.3	60%, 90%, and Bid Document PS&E																					0	\$ -
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 3 - GRT Repair - Structural Design Services (No Change in Scope)																							
3.1	See Below Subconsultants																					0	\$ -
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 4 - GRT Repair - Environmental Services																							
4.1	Graphic and Figure Permit Support			8		8		24														40	\$ 6,432.00
	See Below Subconsultants Fee																					0	\$ -
																						0	\$ -
																						0	\$ -
	Task Total	0	0	8	0	8	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	40	\$ 6,432.00
Total Labor Hours and Fee		0	0	54	0	8	0	24	0	0	0	0	0	0	0	0	0	0	2	12	0	100	\$ 17,014.00
Subconsultants																							
																						Task 4- GeoEngineers	\$ 34,470.00
																						Subtotal	\$ 34,470.00
																						Administrative Charge (5%)	\$ 1,723.50
																						Total Subconsultant Expense	\$ 36,193.50
Reimbursable Direct Non-Salary Costs																							
																						Mileage at current IRS rate	
																						Reproduction Allowance	
																						Total Reimbursable Expense	\$ -
																						Management Reserve	\$ 10,000.00
																						Total Estimated Budget	\$ 63,207.50

September 6, 2024

KPG Psomas, Inc.
3131 Elliot Avenue, Suite 400
Seattle, Washington 98121

Attention: Kelsey Anderson, PE

Additional Services Agreement No. 2
Green River Trail at Tukwila International Boulevard Bank Erosion Repair
File No. 0259-062-01

This confirms Additional Services Agreement (ASA) Number 2 between KPG Psomas, Inc. (KPG Psomas) and GeoEngineers, Inc. (GeoEngineers) for continued Mitigation Permitting Services for the City of Tukwila (City) Green River Trail at Tukwila International Boulevard Bank Erosion Repair Project located in Tukwila, Washington. The project is currently in Mitigation Development phase and the use of King County In-Lieu Fee (ILF) mitigation credits from the Chinook Wind Mitigation Site has been identified as the preferred mitigation path to offset impacts associated with the trail scour repair project. We have prepared this ASA to prepare an ILF Use Plan Report documenting use of the Chinook Wind ILF credits; accommodate additional mitigation coordination already completed as well as coordination anticipated during preparation, submittal and review of permit application materials; and include local (City) permitting that will be needed for project approval. Our scope, assumptions and fee estimate are included below.

Scope of Services

TASK 2 – STAKEHOLDER COORDINATION

This task amends existing Task 2 that was previously authorized to add the following additional services:

1. Additional coordination with City and KPG Psomas previously completed during evaluation of mitigation alternatives, selection of a preferred mitigation alternative and preparation of associated documentation.
2. Additional coordination meetings with external stakeholders and fishery co-managers (Washington Department of Fish & Wildlife [WDFW] and Muckleshoot Indian Tribe Fisheries Department [MITFD]) previously completed to present mitigation alternatives and recommendations.
3. Anticipated coordination with the City, KPG Psomas, WDFW, MITFD, U.S. Army Corps of Engineers (USACE) and/or King County Mitigation Reserves Program during development of the ILF Use Plan, permitting documentation and permit application submittal/review processes.
4. Associated project management during the course of execution of the above services.

TASK 4 – PERMIT APPLICATIONS

This task amends existing Task 4 that was previously authorized to add the following additional services:

1. Prepare an ILF Use Plan documenting use of the Chinook Wind ILF credits as mitigation for the proposed project.
2. Prepare a State Environmental Policy Act (SEPA) Checklist.
3. Prepare a Shoreline Narrative addressing compliance with the City Shoreline Master Program (SMP).
4. Act as authorized agent on behalf of the City for WDFW and USACE permits. This will include submittal of Hydraulic Project Approval (HPA) application through WDFW online portal and Section 10/404 Clean Water Act (CWA) permit application electronically to USACE.

ASSUMPTIONS

- Contract will be extended to December 2025. All services included in this amendment are anticipated to be completed within this timeframe and our estimates associated with anticipated coordination and general project management during execution of these services are based on this assumption.
- We have accounted for up to 16 hours of anticipated coordination in this amendment. If the project timeline is extended or other unforeseen circumstances require additional coordination above and beyond this allocation, an amendment to this scope and fee estimate may be required.
- The ILF Use Plan will be based roughly on the examples provided by King County. The ILF plan will be provided as a draft for KPG Psomas and City review and then finalized for submission to the USACE and Interagency Review Team (IRT). We have not currently budgeted for any further revision based on USACE or IRT review.
- Figures to be included in the ILF Use Plan will be provided by KPG Psomas.
- JARPA form and Biological Evaluation (BE) were included in previously contracted scope of services and will be used to submit applications to USACE and WDFW.
- SEPA Checklist, JARPA form (included in original scope of services) and Shoreline Narrative will be provided to KPG Psomas and the City for City use completing internal permit applications.
- A shoreline permit will be required and will also be used to document compliance with City critical areas regulations. A separate approval for critical areas is not anticipated.
- Shoreline stabilization and public paths are permitted uses within the Urban Conservancy shoreline environment and within the shoreline buffer; shoreline stabilization is a permitted use within the Aquatic shoreline environment. The project will be approved as a Shoreline Substantial Development, if not exempt as normal maintenance and repair. A variance or conditional use permit will not be required.
- The ILF Use Plan and purchase of ILF program credits will be sufficient mitigation and documentation to meet all agency requirements, including the City for Shoreline permit; additional mitigation for shoreline approval is not anticipated or included.
- A cultural resources survey and critical areas report are not included and will not be required by the USACE or the City.

DELIVERABLES

- ILF Use Plan (Draft and Final)
- SEPA Checklist (Draft and Final)
- Shoreline Narrative (Draft and Final)

- Complete application package submitted to USACE, including JARPA, BE and ILF Use Plan.
- Complete application package submitted to WDFW through online portal, including JARPA information, BE, ILF Use Plan and design drawings (provided by KPG Psomas).

The fee estimate for these services is presented below:

Exhibit B-3

FEE ESTIMATE

DESCRIPTION	ESTIMATED FEES
Task 2. Stakeholder Coordination	
Coordination during Mitigation Alternatives Evaluation	\$4,150
Anticipated future coordination	\$5,120
Task 4. Permit Applications	
ILF Use Plan	\$11,410
SEPA Checklist	\$4,240
Shoreline Narrative	\$6,400
Application Submittal/Authorized Agent	\$3,150
Amendment 2 Budget Total	\$34,470
Original Authorized Budget	\$37,400
Total Revised Budget	\$71,870

The professional services listed above will be provided in accordance with the terms in our existing contract for Project No. 9TUK010300, dated May 31, 2023. The fee for the additional services described above will be determined on a time-and-expense basis using our current Schedule of Charges, which is attached to this agreement for reference.

Sincerely,
GeoEngineers, Inc.



Shawn M. Mahugh, PWS
Senior Habitat Ecologist



David B. Conlin, MA, PWS
Associate Ecologist

SMM:DBC:tlm

Attachments:

Schedule of Charges – GeoEngineers Standard 2024

One electronic copy submitted

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

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Schedule of Charges - 2024

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

PROFESSIONAL STAFF		
Staff 1 Scientist	\$	146/hour
Staff 1 Engineer	\$	154/hour
Staff 2 Scientist	\$	167/hour
Staff 2 Engineer	\$	175/hour
Staff 3 Scientist	\$	191/hour
Staff 3 Engineer	\$	198/hour
Project Scientist 1	\$	220/hour
Project Engineer 1	\$	228/hour
Project Scientist 2	\$	228/hour
Project Engineer 2	\$	234/hour
Senior Engineer/Scientist 1	\$	255/hour
Senior Engineer/Scientist 2	\$	279/hour
Associate	\$	292/hour
Principal	\$	320/hour
Senior Principal	\$	340/hour
TECHNICAL SUPPORT STAFF		
Administrator 1	\$	103/hour
Administrator 2	\$	119/hour
Administrator 3	\$	136/hour
CAD Technician	\$	132/hour
CAD Designer	\$	155/hour
Senior CAD Designer	\$	180/hour
GIS Analyst	\$	165/hour
Senior GIS Analyst	\$	180/hour
GIS Coordinator	\$	200/hour
*Technician	\$	114/hour
*Senior Technician	\$	136/hour
*Lead Technician	\$	146/hour
Geotechnical Construction Specialist	\$	191/hour
Environmental Database Manager	\$	226/hour
Health and Safety Specialist	\$	146/hour
Health and Safety Manager	\$	200/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Associated Project Costs (APC)

Associated Project Costs (APC) equal to six percent (6%) of professional fees will be assessed. This fee allows GeoEngineers to invest in the necessary infrastructure to ensure we provide our clients with the latest technological and data security standards. The investments include maintaining and advancing technical tools and platforms across all aspects of our business, and strengthening our defenses against cyber threats to ensure data remains secure. These costs are not included in our hourly rates or direct expenses.

EQUIPMENT		
Air Quality Equipment, per Day	\$	210.00
Air Sparging Field Test, per Day	\$	110.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per Day	\$	110.00
Asbestos Sample Kit, Each	\$	30.00
Blastmate, per Day	\$	120.00
D&M Sampler, per Day	\$	150.00
DO (Dissolved Oxygen) Kit, Each	\$	25.00
Dynamic Cone Penetrometer, per Day	\$	45.00
E-Tape (Electric Tape), per Day	\$	35.00
Electric Density Gauge, per Day	\$	110.00
Electric Density Gauge, per Week	\$	430.00
Electric Density Gauge, per Month	\$	1,400.00
Environmental Exploration Equipment, per Day	\$	225.00
Field Data Acquisition Equipment (Field Tablet), per Day	\$	55.00
Field Tablet, per Week	\$	200.00
Field Tablet, per Month	\$	750.00
Field Tablet with Cellular, per Day	\$	75.00
Field Tablet with Cellular, per Week	\$	300.00
Field Tablet with Cellular, per Month	\$	1,000.00
Field Gear / Reconnaissance, per Day	\$	55.00
Gas Detection Meters, per Day	\$	105.00
Generator, per Day	\$	110.00
Groundwater Pressure Transducer w/ Datalogger, per Day	\$	55.00
Groundwater Pressure Transducer w/ Datalogger, per Week	\$	220.00
Hand Auger, per Day	\$	100.00
Inclinometer Probe, per Day, 1 Day minimum	\$	210.00
Interface Probe, per Day	\$	65.00
Iron Test Kit, Each	\$	25.00
Laser Level, per Day	\$	60.00
Low Flow Groundwater Sampling Equipment, per Day	\$	235.00
Multiparameter Water Quality Meter, per Day	\$	85.00
Nuclear Density Gage, per Hour, 1/2 Day minimum	\$	15.00
Peristaltic Pump, per Day	\$	50.00
pH Probe,/Meter per Day	\$	20.00
PID, FID or OVA, per Day	\$	130.00
Rock/Slope Fall Protection/Rigging Equipment, per Day	\$	700.00
Saximeter, per Day	\$	60.00
Scuba Diving Gear, per Day/per Diver	\$	700.00
Shallow Soil Exploration Equipment, per Day	\$	60.00
Soil Field Screening Equipment, per Day	\$	20.00
Soil Sample Kit, Each	\$	20.00
Steam Flow Meter, per Day	\$	20.00
Strain Gauge Readout Equipment, per Day	\$	50.00
Surface Water Flow Meter, per Day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per Day	\$	50.00
Turbidity Meter, per Day	\$	50.00
Vehicle usage, per Mile, or \$30/half-day, whichever is greater	\$	0.65

Specialized and miscellaneous field equipment not listed above will be quoted on a project-specific basis.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.