



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**
 BY: **Scott Bates, Project Manager**
 CC: **Mayor Allan Ekberg**
 DATE: **May 21, 2021**
 SUBJECT: **2021 Overlay and Repair Program**
Project No. 92110401, Contract No. 21-002
Amendment No. 1 for Construction Management Services

ISSUE

Execute Amendment No. 1 to Contract No. 21-002 with KPG, Inc. (KPG) to provide construction management services for the 2021 Overlay and Repair Program.

BACKGROUND

On December 4, 2020, the Council approved the contract with KPG to provide engineering design services for the 2021 Overlay and Repair Project. KPG was selected to provide construction management services as Amendment No.1 to the 2021 Overlay and Repair Program Design contract.

DISCUSSION

The KPG design contract was for \$149,912.00 and will reallocate \$53,000.00 in remaining design funds for construction management. KPG has provided a Contract Amendment No.1, with the scope of work and fee estimate for construction management services for \$147,206.00. The new contract total will now be \$297,118.00. Construction bid opening was May 18, 2021.

FISCAL IMPACT

	<u>Contract Amount</u>	<u>Budget</u>
Design Contract	\$ 149,912.00	\$ 150,000.00
Construction Management Am No. 1	<u>147,206.00</u>	<u>200,000.00</u>
	\$ 297,118.00	\$ 350,000.00

RECOMMENDATION

Council is being asked to approve Amendment No. 1 to Contract No. 21-002 for construction management services with KPG, Inc. for the 2021 Overlay and Repair Program in the amount of \$147,206.00 for a new total contract amount of \$297,118.00 and consider this item on the Consent Agenda at the June 7, 2021 Regular Meeting.

Attachments: Page 12, 2021 CIP
Contract Am No.1, Scope of Work and Fee Estimate

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Annual Overlay and Repair Program Project No. 9xx10401

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

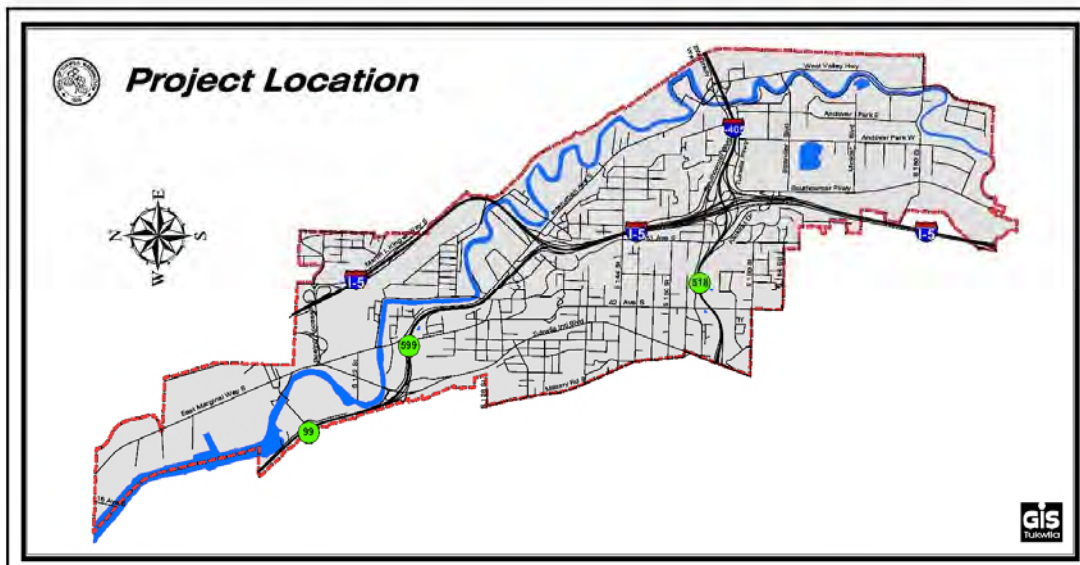
JUSTIFICATION: Preserve and maintain the street structure in a safe and useable state by resurfacing before failure which also minimizes costs. Some individual sites may be coordinated with water, sewer, and surface water projects.

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									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
EXPENSES										
Design	209	190	150	150	150	150	150	150	150	1,449
Land (R/W)										0
Const. Mgmt.	121	15	200	200	200	200	200	200	200	1,536
Construction	1,224	312	1,050	1,050	1,050	1,050	1,150	1,150	1,300	9,336
TOTAL EXPENSES	1,554	517	1,400	1,400	1,400	1,400	1,500	1,500	1,650	12,321
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
City Oper. Revenue	1,554	517	1,400	1,400	1,400	1,400	1,500	1,500	1,650	12,321
TOTAL SOURCES	1,554	517	1,400	1,400	1,400	1,400	1,500	1,500	1,650	12,321





City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

CONTRACT FOR SERVICES

Amendment #1

Between the City of Tukwila and KPG, P.S.

That portion of Contract No. 21-002 between the City of Tukwila and KPG, P.S. is hereby amended as follows:

Article 2, Scope of Services, shall be amended with the following:

The Consultant agrees to provide construction support services in accordance with the scope of work included as Exhibit A-1.

Article 4, Payment, shall be modified as follows:

An estimated budget for work provided by Consultant is included as Exhibit B-1, attached hereto, provided that the total amount of payment to the Consultant under this agreement shall not exceed \$297,118.00 without express written modification of the Agreement signed by the City.

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

Dated this _____ day of _____, 20_____.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

Printed Name: Nelson Davis, KPG, P.S.

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

Christy O'Flaherty, MMC, City Clerk

Office of the City Attorney

Construction Management Services

Scope of Work

City of Tukwila

2021 Overlay Program

Amendment #1

Project No: 92110401

This work will provide construction management services for the construction contract to complete Hot Mix Asphalt (HMA) Overlay of up to SEVEN (7) sites, all within the City of Tukwila. Specific tasks shall include, but are not necessarily limited to: Paving with HMA, planing bituminous pavement, removing pavement and pavement repairs; Adjusting surface utilities to grade; installing drainage modifications at two project sites; Installing RRFB system at pedestrian crossing; Installation of traffic loops and junction boxes; installing new channelization and signage; Removing and replacing concrete curbs, sidewalks, driveways, and ramps; providing temporary erosion/water pollution control and all necessary property restoration; Providing all necessary traffic control labor and devices; And, other items necessary to complete the Work as shown on the Contract Documents.

This amendment assumes the 2021 design scope is completed to the City's satisfaction and the unused budget amount of \$53,000 will be used to offset construction services costs.

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 2.5 months, or **50 working days** with 5 days prior to construction and 10 days for closeout for a total of 65 days.
- The **proposed project team** will include part-time project manager full-time resident engineer, part-time documentation control specialist, and full-time inspector. Team also includes sub-consultants to provide services for materials testing.
- KPG will utilize the Record of Materials (ROM). This scope of services provides the management of the ROM and scheduling of required materials testing respectively.
- City will review and execute the insurance, bonds, and the Construction Contract.
- KPG will work with the City's 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.
- Services will be performed in accordance with the Contract plans & special provisions, and City of Tukwila engineering standards.
- City will be responsible for all aspects of PSIFE. This will include monthly PSIFE inspections, final PSIFE acceptance and final PSIFE payment.

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 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 letters 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: Assist City with the award process

This task assists the City with vetting the bid package for contract compliance, drafting recommendation of award, and award letter.

- Attend bid opening
- Review for responsible bids to include
 - Preparation and review of Bid Tabs for math errors
 - Verification of the Contractor's
 - ✓ license from the Department of Labor and Industries
 - ✓ City Business License
 - ✓ Current status with their "Certificate of Worker's Compensation Coverage" with the Department of Labor and Industries

- ✓ Status with the Department of Revenue’s “Delinquent Taxpayer List – Western Washington”
- ✓ Status with the Department of Labor and Industries “Employers That Have Violated Wage Law”
- ✓ Status that they are not on Labor and Industries “Debarred Contractor’s List”
- ✓ State Excise Tax Registration
- ✓ Status that they are not shown on Labor and Industries “Contractor Strike List”
- ✓ Status that they are not on the list of Parties excluded from Federal Procurement or Non-Procurement Programs
- Reference Check
- Recommendation of Award Letter
- Draft Award Letter

TASK 3: Administrative Services up to Contractor Notice to Proceed (NTP)

Administrative services are required up to NTP to establish procedures, communication and documentation with the City. This task also provides set up of the files, familiarization with the contract, and the beginning of material management and general “kick-off” coordination activities. Work under task 300 includes the following.

- Solicit input from the City to establish system and procedures for managing
- Tracking and storing project documentation to include the following
- Communications
 - Change Management
 - ✓ Authority
 - ✓ Field Directives
 - ✓ Change Orders to include justifications
- Administrative process
 - Approval of Subcontractors
 - Material management
 - Contractor progress payments
 - Consultant invoices
- Prepare hard and electronic files
- The following logs will be prepared
 - Record of Materials (ROM)
 - Material Tracking
 - ✓ Monitors testing frequency per WSDOT Construction Manual
 - ✓ Log acceptance and compaction tests
 - ✓ Log pass or fail to include resolution of failing tests
 - ✓ Track Tickets and tonnages
 - Submittal Reviews
 - Request for Information (RFI)
 - Change Management
 - ✓ Change Order

- ✓ Case Log (Issues)
 - ✓ Design Changes/Clarifications
 - Subcontractors
 - Certified Payroll
 - Materials on Hand
 - Training
- The following templates will be prepared
 - Field Note Records
 - Estimate
 - Forecasted Cost at Completion
 - Project Report
 - Weekly Statement of Working Days
 - Change Order
 - Change Order Justifications
 - Design Changes/Clarifications
 - Field Material Verifications
- Site visits to become familiar with project limits and physical constraints
- Familiarization with Contract Plans, Specifications, Permits and Geotechnical Report
- Review ROW commitment files
- Manage RAMs by reviewing against the Contract and/or facilitating Engineer of Record Reviews
- Manage the ROM
- Develop Team Communications and Stakeholders List
- Comb the Contract Provisions and compile list of submittals
- Prepare Pre-Construction (Precon) Agenda
- Comb the Contract Provisions to insert Precon agenda items
- Prepare Precon attendees list
- Send invite to Precon attendees
- Attend Precon, take notes, prepare and distribute minutes
- Pre-construction photographs
- Review Contractor's Schedule for Contract Compliance

TASK 4: Construction Management (CM) and Administrative Services. NTP to Project Closeout.

CM and administrative services are provided by the Resident Engineer (RE) and Documentation Specialist. Support includes stakeholder coordination, documentation and change management in general compliance with City and State requirements. Work includes the following.

- Maintain Logs identified in Task 300
- Coordinate material inspections from materials lab
- Facilitate WSDOT special inspections (signal and luminaire poles), if applicable.
- Review material reports from testing lab, Task 700, for Contract compliance and contact the Contractor to bring resolution to any deficiencies
- Track quantities according to the Construction Manual to get the required amount of testing

- Review RAMs and apply or facilitate approval codes
- Transmit ROM to the Contractor and request that they submit material requirements via the RAM process
- Facilitate approved RAMs to the Inspector who will verify that all the material delivered to the site is according to the approved RAMs
- Administer Contractor adherence of the ROM
- Cursory review and facilitation of Traffic Control Plans
- Review and respond to Contractor Serial Letters
- Issue Field Directives/Corrective Action memorandums
- Receive RFIs and issues raised by the Contractor answer RFIs and/or facilitate responses
- Change Management
 - Negotiations with Contractor regarding 1-04.4 Changes
 - Writing Change Orders to include Engineer's Estimate and Justifications
 - Update Case Log which includes
 - ✓ Tracking issues
 - ✓ Anticipated impact to schedule
 - ✓ Costs
 - ✓ Forecast cost at completion
 - ✓ Warrant assessment for additional working days
- Confirm that submittals are in general Contract conformance. Review and/or facilitate review and approvals of submittals
- Maintain project electronic and hard files
- Review Contractor's schedule for contract compliance
- Prepare coordination agendas, conduct coordination meetings
- Prepare minutes for coordination meetings and distribute to attendees
- Prepare Weekly Statement of Working Days and send to Contractor
- Obtain Request to Sublet (421-012), review for compliance and return to the Contractor
- Utility Coordination
- Employee Interviews (424-003)
- Payroll Compliance to include checking
 - Certified Payrolls
 - Labor and Industry documentation (Statement of Intent, Affidavits of Wages Paid)
 - Notification to the Contractor of non-compliance
- Perform quality control checks on Inspector Field Note Records and Inspector Daily Reports
- Prepare progress pay estimates
- Review Contractor's weekly "look ahead" and monthly schedule and compare with the Contractor's approved schedule
- Maintain a submittals list and prompt the Contractor for submittals
- Prepare and be available for outside audits and/or record reviews
- Secure Contract schedule and activities for coordination with the public. Respond to general coordination regarding items such as status, schedule and access. Provide a broader public involvement that may involve flyers, news releases and public meetings
- Maintain hard and electronic files

- Perform internal monthly audits for compliance

TASK 5: Provide Field Inspection for each of the Project's Working Days

Inspections shall be made for each working day. The Inspector will act as the projects "in the field" focal point of coordination and field documentation. The inspector will monitor the Contractor's activities, produce Inspector Daily Reports, Field Note Records, verify that material delivered to the site is in contract compliance, coordinate with stakeholders to include the Contractor, material testing lab, Fire and Police Departments, School Districts, businesses, residents and traveling public. The following Tasks will be the responsibility of the Inspector:

- Produce and Conduct
 - Inspector Daily Reports
 - Field Note Records for all Contract Items
 - Progress photographs
 - Punch list items
- Observe and Monitor the Contractor's
 - Work for compliance with the Contract Documents
 - Traffic control procedures and implementation of the approved traffic control plans which could include notification to the Contractor on deficiencies that require immediate correction
 - Temporary erosion and sediment control procedures and systems and provide recommendations
 - Compliance with project permits
- Coordinate
 - Materials testing as required under the ROM and WSDOT Construction Manual with materials Sub-Consultant. See Task 7
 - With stakeholders like utilities, City departments, local businesses, traveling public, fire and police departments, and residences
 - With the Resident Engineer to identify and resolve project conflicts between the plans, special provisions and unforeseen conditions
- Meetings
 - Provide input to the RE for meeting agendas
 - Attend meetings as required to include
 - Weekly Coordination
 - Others such as pre-paving, signal turn on, utility coordination and public outreach

TASK 6: Project Close Out

Assume the Contractor will be completed with punch list work and missing documentation within 50 calendar days of Substantial Completion at which time Physical Completion will be issued (all but plant establishment). Items of work within these 10 calendar days include the following:

- Inspector

- Prepare and monitor completion of the Punch List
- Final Field Note Records
- Administrative
 - Project resolution meetings with the Contractor to resolve final quantities and issues
 - Prepare Substantial, Physical and Completion letters
 - Final pay estimate excluding PSIFE
 - Gather remaining documentation for ROM and facilitate signature on Materials Certifications
 - Gather outstanding labor compliance documentation such missing Certified Payrolls and Affidavits of Wages Paid with Labor and Industries
 - Facilitate “Final Notice of Completion of Public Works Contract” form (F215-038-000)
 - Coordinate final Record Reviews by funding agencies

TASK 7: Materials Testing

Material testing is performed by a Sub-Consultant. Task 700 Scope and Fee belongs entirely with KPG Sub-Consultant. All KPG fee affiliated with managing the Task 700 Subconsultant are included in Tasks 300 through 600. The Sub-Consultant material’s lab will perform services such as;

- Review Record of Materials (ROM)
- Perform HMA Job Mix Formula Verification under Special Provision 5-04.3(7)A
- Review Concrete RAM submittals and provide recommendations for approval codes
- Conduct material testing for Document items in accordance with the Local Agencies Guidelines (LAG), WSDOT Construction Manual and the ROM
- Provide written field reports for all inspections
- Coordinate with Inspector regarding test results and re-testing as necessary
- Assist RE with end of project Materials Certification

TASK 8 – ADDITIONAL SERVICES

8.1 Management Reserve: A five percent (5%) fee has been included in the cost for services as a placeholder and serves as the Management Reserve for the Project. 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.

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 1 week prior to construction, an 50 working day contract, and 2 weeks for closeout, 8 hour days, additional extension of days will be approximately \$1,040.00 per day for one person. (8 hours x \$130.00 = \$1,040.00)

EXHIBIT B-1

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Tukwila

Project: 2021 Overlay Program

KPG, P.S. PROJECT NUMBER: 20139

50 working days + 1 week startup and 2 weeks closeout (65 days/ 8 hour days= 520 hours)

DATE: 5/11/2021

Task No.	Task Description	Labor Hour Estimate						Total Hours and Labor Fee Estimate by Task	
		Project Engineer II	Senior Construction Manager	Resident Engineer	Construction Observer III	Document Control Specialist	Office Admin		
		146	224	130	134	117	92	Hours	Fee
Task 1 - MANAGEMENT / COORDINATION / ADMINISTRATION									
1.1	Project Management and Administrative Services		10				20	30	\$ 4,080.00
1.2	Prepare, review and submit monthly expenditures		2				10	12	\$ 1,368.00
	Task Total	0	12	0	0	0	30	42	\$ 5,448.00
Task 2 - Assist City with the Award Process									
2.1	Assist City with Award Process			5				5	\$ 650.00
2.2	Bid Tab Analysis and Verify Contractor					5		5	\$ 585.00
2.3	Communications			5				5	\$ 650.00
	Task Total	0	0	10	0	5	0	15	\$ 1,885.00
Task3 - Administrative Services up to Contractor Notice to Proceed (NTP)									
3.1	Administrative Services up to Contractor Notice to Proceed			30	40	15		85	\$ 11,015.00
	Task Total	0	0	30	40	15	0	85	\$ 11,015.00
Task 4 - Construction Management (CM) and Administrative Services. NTP to Project Closeout.									
4.1	Construction Management Office Support	50	20	400		200		670	\$ 87,180.00
4.2	Construction Management Field Paperwork							0	\$ -
	Task Total	50	20	400	0	200	0	670	\$ 87,180.00
Task 5 - Provide Field Inspection for Each of the Project's Working Days									
5.1	Construction Inspection				400			400	\$ 53,600.00
	Task Total	0	0	0	400	0	0	0	\$ 53,600.00
Task 6 - Project Closeout									
6.1	Construction Management Office Support			80		40		120	\$ 15,080.00

6.2	Construction Management Field Paperwork/Inspection				80			80	\$	10,720.00	
Task Total		0	0	80	80	40	0	200	\$	25,800.00	
Task 7 - Materials Testing											
7.1	Subcontract with Material Tester							0	\$	-	
Task Total		0	0	0	0	0	0	0	\$	-	
Task 8 - Management Reserve											
8.1	Upon City Authorization Only (5% of contract)							0	\$	9,600.00	
Task Total		0	0	0	0	0	0	0	\$	9,600.00	
Total Labor Hours and Fee		7,300	7,168	67,600	69,680	30,420	2,760	1,012	\$	194,528.00	
Subconsultants											
Task 7 Material Testing											
									Subtotal	\$	5,000.00
									Administrative Charge (5%)	\$	250.00
									Total Subconsultant Expense	\$	5,250.00
Reimbursable Direct Non-Salary Costs											
									Mileage at current IRS rate	\$	428.00
									Reproduction Allowance	\$	-
									Total Reimbursable Expense	\$	428.00
									Total Estimated Budget	\$	200,206.00
									Less Remaining Design Contract	\$	53,000.00
									Total Budget Amendment #1	\$	147,206.00