



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
 FROM: Hari Ponnekanti, Public Works Director/ City Engineer
 BY: Mike Perfetti, Surface Water Sr. Program Manager
 CC: Mayor Ekberg
 DATE: November 19, 2021
 SUBJECT: Surface Water Fund - East Marginal Way South Stormwater Outfalls
 Project No. 91041204, Contract No. 20-131
 Consultant Agreement, Amendment No. 1

ISSUE

Approve Amendment No. 1 to Contract No. 17-070 with KPG, Inc. for additional engineering services and a time extension.

BACKGROUND

This project, now nearing completion, has redirected drainage along East Marginal Way S from the closed Jorgensen Forge outfall to the City-owned Boeing Z-line outfall. Initial work included calling for utility locates, and this process revealed a previously unknown fiber optic utility was located within the planned alignment of the new stormwater pipe. The project was immediately placed on hold until a resolution to this conflict could be resolved. KPG, immediately began a redesign to avoid this newly identified utility and delivered revised plans.

Following the above referenced design change, the contractor sawcut the new location and began excavation but then ran into an unmarked 4" steel conduit. Work was immediately stopped, and the contract was again suspended to deal with this new utility conflict. This required another redesign and additional project delay. KPG again redesigned this section of the project to avoid the new utility conflict and delivered revised plans.

DISCUSSION

KPG is currently under contract through December 31, 2021, providing construction management services for the East Marginal Way S Outfalls project. The Consultant has expended additional effort to resolve issues and continue to manage the project during the suspension while redesign was taking place. The KPG supplement will provide payment for the additional scope and time supplement through March 30, 2022, allowing KPG to reach Physical Completion of the project.

FISCAL IMPACT

KPG, Inc has provided a cost estimate of \$54,446.00 for the supplement. The total contract costs are within the construction management (CM) budget.

	KPG CM Contract	2020-2021 CM Budget
Original	\$179,978.98	\$315,000
Amendment 1	<u>54,446.00</u>	
Total	\$234,424.98	

RECOMMENDATION

Council is being asked to authorize the mayor to sign Amendment No. 1 for Contract No. 20-131 with KPG Inc. in the amount of \$54,446.00 and a time extension until March 30, 2022 for the East Marginal Way Stormwater Outfall Project, and consider this item on the Consent Agenda at the December 6, 2021 Regular Meeting.

Attachments: KPG Consultant Agreement 17-070 Amendment No. 1
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CONTRACT FOR SERVICES

Amendment #1

Between the City of Tukwila and KPG, Inc.

That portion of Contract No. 20-131 between the City of Tukwila and KPG, Inc. is hereby amended as follows:

Section 2. Scope of Services. The Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.

Section 3. Duration of Agreement; Time for Performance. This Agreement shall be in full force and effect for a period commencing upon execution and ending **March 30, 2022**, 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 **March 30, 2022** unless an extension of such time is granted in writing by the City.

Section 4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:

- A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed **\$54,446**, and that the total contract payment amount shall not exceed **\$234,424.98** without express written modification of the Agreement signed by the City.
- B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
- C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
- D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
- E. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

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



City of Tukwila

Agreement Number: 20-131(a)

6200 Southcenter Boulevard, Tukwila WA 98188

Dated this _____ day of _____, 20_____.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

Printed Name:_____

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

Christy O'Flaherty, MMC, City Clerk

Office of the City Attorney

EXHIBIT A

City of Tukwila

East Marginal Way South Stormwater Outfalls Project

Supplement for Construction Services

Scope of Work

November 2021

This supplement will provide additional services by the Consultant to reach Physical Completion of the East Marginal Way South Stormwater Outfall project. Added scope and time due to unforeseen conditions as found in Change Orders #02 and #03 have resulted in budget overages for the Consultant. While no additional days were added to the construction contract the Contractor was granted a suspension of working days to accommodate their schedule. The Consultant has had to expend additional effort during this suspension in order to resolve issues and continue to manage the project during the suspension. The Consultant's original scope of work included Part Time Documentation and Part Time RE duties for the duration of this project. With the added work in Change Orders #02 and #03 this part time staffing was greatly increased and nearly full time work was needed to facilitate these changed conditions.

The change orders for this project increased the Consultant's work as follows:

- 1) C.O. #02 for added sidewalk increased the coordination effort required of the RE (Matt North) to facilitate a new design through RFI's and the Change Order process. This included more on-site meetings to review existing conditions and coordination effort with the design team to come up with new plan sheets. While no added days were granted to the Contractor the added effort in the background to facilitate this design change was a burden the Consultant's original Contract had not anticipated.
- 2) C.O. #03 for the re-designed stormwater facilities due to utility conflicts added time again in the RFI process, responding to serial letters from the Contractor and multiple on-site meetings to facilitate coordination efforts between the Contractor and design staff in order to develop new plan sheets to be incorporated into the project.

All other aspects of Tasks 1 and Task 6 below remain unchanged from the original Contract.

TASK 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

- 1.1 The Consultant will provide continuous project management for the project duration.
- 1.2 The Consultant shall prepare monthly progress reports identifying work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs. The monthly progress reports shall be submitted with invoices.

Task 1 Deliverables:

- *Monthly progress reports during construction.*

TASK 6 – CONSTRUCTION PHASE SERVICES

This work will provide construction management services for the construction contract. These services will include design support, project management, documentation control, inspection, materials testing, and contract administration during the construction of the project, as detailed below. The objective and purpose of this task 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. The following general assumptions were used for developing this budget estimate:

General Assumptions:

- The **proposed project team** will include one part-time documentation control specialist, a part-time resident engineer during construction activities, a full-time inspector, sub-consultants to provide services for materials testing, and other supporting tasks as deemed necessary. It is anticipated that full-time site observation will be required for the entirety of the project.
- The level of service is based on a construction project duration of approximately **40 working days**.
- KPG estimates a total project construction duration of 60 working days (12 weeks) including preconstruction service, construction services, and project closeout. No suspensions or stop work periods are anticipated during this duration; however, a procurement suspension may be considered prior to beginning construction if requested by the Contractor.
- It is anticipated that the KPG will develop the Record of Materials (ROM). This scope of services provides the management of the ROM and scheduling of required materials testing respectively.
- It is anticipated that the City will review and execute the insurance, bonds, and the Construction Contract.
- The design engineers from KPG will be available during construction to answer questions during construction and review RAM's, shop drawings, and answer RFI's that require a level of engineering expertise outside of the capabilities of the field personnel.
- Services will be performed in accordance with the Contract plans & special provisions, and City engineering standards.

- 6.1 Provide overall project management, coordination with the City, monthly progress reports, and invoicing during the construction phase. This effort will include the following elements.
- Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.

- Review monthly expenditures and CM team scope activities. Prepare and submit project progress letters to the City along with invoices describing CM services provided each month. Prepare and submit reporting required by funding source(s).

6.2 **Preconstruction Conference:** The Consultant will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City’s offices. The Consultant’s project manager, resident engineer, inspector, and document control specialist will attend the preconstruction conference. The Consultant will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.

At the Pre-construction conference, the Consultant shall facilitate discussions with the Contractor concerning the plans, specifications, schedules, issues with utilities, unusual conditions, Federal, State, and local requirements and any other items that will result in better project understanding among the parties involved.

6.3 **Field Construction Services** shall include:

A. On-site Observation: The Consultant shall provide the services of one full time inspector during construction activities and other tasks necessary to monitor the progress of the work. Construction staff shall oversee the following items of work, on the project site, and will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and the City:

Field inspection staff will perform the following duties as a matter of their 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 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 during site visits.
- 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 and KPG.
- vi. Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
- vii. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
- viii. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
- ix. Prepare field records and documents to help assure the Project is administered in accordance with the funding requirements.

- x. Collect and calculate delivery tickets and salesman'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 periodic digital photographs during the course of construction, and record locations.
- xiii. Coordinate with the City's maintenance personnel.
- xiv. Punch list. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.

B. Substantial Completion: Upon substantial completion of work, coordinate with the City and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punchlist' of items to be completed. A punchlist and Certificate of Substantial Completion will be prepared by the Consultant and issued by the City.

C. Materials Testing: Coordinate the work of the materials testing technicians and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and address deficiencies. Frequency of testing shall be determined by the resident engineer.

Assumptions:

- Consultant will provide observation services for the days/hours that the contractor's personnel are on-site.
- Consultant will provide qualified personnel for inspection of all bid item work.
- The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not 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 City, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractors' performance, and it is understood that Consultant shall assume no responsibility for: proper construction means, methods, techniques; project site safety, safety precautions or programs; or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or City's expectations.

Deliverables:

- Daily Construction Reports with project photos – submitted on a weekly basis
- Punch List, Certificate of Substantial Completion
- Review test reports for compliance

6.3 Office Construction Services shall include:

- A. **Document Control.** Original documentation will be housed at the Consultant's office, and filed in accordance with standard filing protocol. A copy of working files will be maintained in the field office.

Document Control consists of:

- Final Estimate (Approving Authority File)
 - Comparison of Preliminary and Final Quantities (Approving Authority File)
 - Final Records (Approving Authority File)
 - Record of Material Samples and Tests
 - Affidavit of Wages Paid
 - Release for the Protection of Property Owners and General Contractor
- B. **Project Coordination:** Liaison with City, construction contractor, engineer, utilities and property owners on a regular basis to discuss project issues and status.
- C. **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.
- D. **Weekly Meetings:** Lead weekly meetings, including preparation of agenda, meeting minutes, and distribution of minutes to attendees. Outstanding issues to be tracked on a weekly basis.
- E. **Initial Schedule Review:** Perform detailed schedule review of contractor provided CPM for conformance with the contract documents.
- F. **Lump Sum Breakdown:** 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 with detailed data.
- G. **Monthly Pay Requests:** Prepare monthly requests for payment, review with the City, contractor and approve as permitted. Utilize City provided format for pay estimates, or Consultant format.
- H. **Monthly Schedule Review:** At the monthly cutoff, review contractor's updated schedule and compare with field-observed progress, as described in Section 1-08 of the Special Provisions. In addition, perform schedule analysis on contractor provided CPM updates and review schedule for delays and impacts. Coordinate with Contractor in the development of recovery schedules, as needed, to address delays caused by either events or issues within the Contractor's control or other events or issues beyond the Contractor's control.
- I. **Certified Payroll:** Process and track all certified payroll per State Prevailing Wage Requirements. This includes verifying the initial payroll for compliance and 10% of all payrolls submitted thereafter. Tracking payroll each week.
- J. **Weekly Statement of Working Days:** Prepare and issue weekly statement of working day report each week.
- K. **Subcontractor Documentation:** Process / Approve all required subcontractor documentation. Request to Sublets will be verified and logged. This includes checking System Award Management System (SAMS), verifying business licensing, reviewing insurance documentation, verifying city business licensing, Intent to Pay Prevailing Wage and Affidavit of Wages Paid. All subcontractor documentation will be logged into KPG's subcontractor logs.
- L. **Record Drawings:** Review record drawings prepared by the Contractor, and prepare a conformed set of project record drawings based on Contractor provided information and from inspection notes. Record drawings to be verified on a monthly basis, as part of the progress payment to the Contractor. Upon project completion, contractor provided markups will be

verified for completeness and supplemented with inspection information. The Consultant will provide the marked up plan sheets with both the contractors and inspectors as-built information as well as CAD updates incorporating these markups.

- M. **Physical Completion Letter:** Following completion of all punchlist work, prepare physical completion letter to the contractor, and recommend that City and/or Utilities accept the project.
- N. **Project Closeout:** Transfer all project documents to the City for permanent storage.
 - Schedule review comments
 - As-built schedule
 - Meeting agendas and notes
 - Monthly Pay Estimates
 - Subcontractor Packets
 - Cost Projection
 - Physical Completion Letter
 - Final Project Documents

6.4 Submittal and RFI processing

- A. **Submittals:** Coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents. Key submittals to be transmitted to the City for their review and approval. Submittals shall be logged and tracked.
- B. **Request for Information (RFI):** Review and respond to RFI's. RFI's shall be logged and tracked.
- C. **Record of Materials (ROM):** Utilize ROM prepared by KPG and update based on Special Provisions and Plans for use on the project, based on the contract specifications. The ROM will be maintained by the Resident Engineer. The ROM will track all of the materials delivered to the site including manufacturer/supplier, approved RAM's, QPL items, material compliance documentation, and all other required documentation.

Deliverables

- Submittal log
- RFI Log
- Completed Record of Material for Material Certification

6.5 Change Management

- A. **Case Log:** Develop and maintain a case log which includes change orders, RFP's, Field Work Directives
- B. **Change Orders:** Develop change orders and provide technical assistance to negotiate change orders, and assist in resolution of disputes which may occur during the course of the project. Each change order will be executed in accordance with WSDOT Standard Specifications and contain the following:
 - Change order
 - Independent Cost Estimate
 - Time Impact Analysis
 - Contractor's Pricing

- Verbal Approval Memo
 - Back up documentation
- C. **Field Work Directives:** Prepare field work directives as necessary to keep the contractor on schedule.
- D. **Minor Change Orders:** Develop minor change orders per WSDOT Standard Specifications. Each minor change order will be executed and contain the following:
- Independent Cost Estimate
 - Verbal Approval Memo
 - Back up documentation
- E. **Force Account:** Track contractor force account labor, equipment and materials. All force account calculations will be verified by the engineer and double checked by the documentation specialist.

Deliverables

- Change Order(s)
- Case Management Log
- RFI Log
- Minor Change Order(s)
- Force Account Records

Task No.	Task Description	Labor Hour Estimate													Total Hours and Labor Fee Estimate by Task		
		Principal	Engineering Mgr	Sr. Engineer	Construction Mgr	Sr. Transp. Planner	Project Engineer	Design Engineer	Project Land. Arch.	CAD Technician	Engineering Technician	Survey Crew I	Survey Crew II	Office Admin	Engineering Assistant	Hours	Fee
			Sr. Const Mgr	Aviation Mgr	Urban Design Mgr	CAD Mgr	Project Surveyor	Resident Engineer	Construciton Office Engr	Documentation Specialist	Landscape Technician			Construction Admin			
			Survey Mgr	Architecture Mgr		Business Manger			Sr. Constr Observer	Sr. Admin	Construction Observer			Construction Technician			
\$	225.00	\$ 202.00	\$ 184.00	\$ 163.00	\$ 156.00	\$ 141.00	\$ 128.00	\$ 118.00	\$ 112.00	\$ 104.00	\$ 165.00	\$ 215.00	\$ 92.00	\$ 70.00			
Task 1 - Management, Coordination, Administration																	
1.1	Project Management														0	\$ -	
1.2	Prepare monthly progress reports	4											2		6	\$ 1,084.00	
	Task Total	4	0	0	0	0	0	0	0	0	0	0	2	0	6	\$ 1,084.00	
Task 6 - Construction Phase Services																	
6.1	Management, Coordination and Administration				24					24					48	\$ 6,600.00	
6.2	Preconstruction Services														0	\$ -	
6.3	Field Construction Services								95					95	\$ 11,210.00		
6.4	Office Construction Services							144		120			40	304	\$ 35,552.00		
6.5	Submittal and RFI processing													0	\$ -		
6.6	Change Management													0	\$ -		
	Total Labor Hours and Fee	4	0	0	24	0	0	144	95	144	0	0	40	0	447	\$ 53,362.00	
Subconsultants																	
													Geotechnical - GeoDesign allowance				
													City pump supplier allowance				
													Construction Materials Testing Allowance				
													Total Subconsultant Expense		\$ -		
Reimbursable Direct Non-Salary Costs																	
													Mileage at current IRS rate				
													Reproduction and Field Supplies				
													Total Reimbursable Expense		\$ -		
													Total Supplement Budget		\$ 54,446.00		

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: East Marginal Wy S Stormwater Outfalls

Project No. 91041204

DESCRIPTION: Establish legal drainage connections from East Marginal Way South to the Duwamish River.

JUSTIFICATION: Drainage from E Marginal Wy S is discharged through outfalls owned and operated by the Boeing Co., Jorgensen Forge, and two King County Airport storm systems without easements.

STATUS: Design completed and approved by the Department of Ecology. Construction is anticipated to begin in September 2020.

MAINT. IMPACT: Clarifies maintenance responsibility and will ensure reliability of system.

COMMENT: City adopted the Z Line in 2015. Construction includes pipe lining, installation of water quality and connecting the Jorgenson drainage area to Boeing's Z Line. DOE design and construction grant awarded in 2018 for \$1.1m.

FINANCIAL (in \$000's)	Through Estimated									
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
EXPENSES										
Design	265	45								310
Monitoring	31	11	11							53
Const. Mgmt.		50	265							315
Construction		300	1,000							1,300
TOTAL EXPENSES	296	406	1,276	0	0	0	0	0	0	1,978
FUND SOURCES										
Awarded Grant RCO	164	100	842							1,106
KCFCD		50								50
Proposed Grant										0
Mitigation Expected										0
Utility Revenue	132	256	434	0	0	0	0	0	0	822
TOTAL SOURCES	296	406	1,276	0	0	0	0	0	0	1,978

