



City of Tukwila Transportation and Infrastructure Services Committee

- ❖ Verna Seal, Chair
- ❖ De'Sean Quinn
- ❖ Thomas McLeod

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AGENDA

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MONDAY, NOVEMBER 22, 2021 – 5:30 PM

Virtual Meeting - Members of the public may listen by dialing 1-253-292-9750 and entering conference ID 299274146#

6300 BUILDING, SUITE 100)

Item	Recommended Action	Page
1. PRESENTATIONS		
2. BUSINESS AGENDA		
a) 2022 Overlay and Repair Program Design Consultant Selection and Agmt (S. Bates)	a) Forward to the 12/06/21 Regular Consent Agenda	Pg. 1
b) West Valley Highway/Longacres Way Project Construction Bid Award (C. Knighton)	b) Forward to the 12/06/21 Regular Consent Agenda	Pg. 15
c) East Marginal Way South Stormwater Outfalls Amendment No.1 (M. Perfetti)	c) Forward to the 12/06/21 Regular Consent Agenda	Pg. 21
d) 2021 Committee Work Plan (L. Humphrey)	d) Discussion only	Pg. 33
3. MISCELLANEOUS		
PW Fleet and Facilities TI Project Update		
	Future Agenda:	

Next Scheduled Meeting: Monday, December 13, 2021 (Last meeting of 2021)

The City of Tukwila strives to accommodate individuals with disabilities.
Please contact the Public Works Department at **206-433-0179** for assistance.



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director**
 BY: **Scott Bates, Traffic Engineering Project Manager**
 CC: **Mayor Ekberg**
 DATE: **November 19, 2021**
 SUBJECT: **2022 Overlay and Repair Program**
Project No. 92210401
Design Consultant Selection and Agreement

ISSUE

Execute a contract with KPG, Inc. (KPG) to provide design services for the 2022 Overlay and Repair Program.

BACKGROUND

Three engineering firms were evaluated from the MRSC Consultant Roster to provide design services for the 2021 Overlay and Repair Program (see attached scoring & selection matrix). All of the firms offer baseline qualifications, however KPG has a unique blend of knowledge and understanding of the City’s overlay program that provides efficiency and benefits, which cannot be matched at this time by any other firm. KPG has also performed very well in providing construction management services.

DISCUSSION

KPG has provided a contract, scope of work, and fee estimate to complete the design of the 2022 Overlay and Repair Program and advertise for construction bids. This year’s scope will include updating the Pavement Management priority list and working with staff to select up to ten paving projects. Final project selection will be made after the design cost estimates are completed.

FISCAL IMPACT

	<u>Contract Estimate</u>	<u>2022 Budget</u>
2022 Design Contract	\$149,400.00	\$150,000.00

RECOMMENDATION

Council is being asked to approve the design contract with KPG, Inc. for the 2022 Overlay and Repair Program in the amount of \$149,400.00 and consider this item on the Consent Agenda at the December 6, 2021 Regular Meeting.

Attachments: Consultant Agreement, Scope of Work and Fee Estimate
 Consultant Selection Scoring Matrix
 2021 CIP, Page 12



PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and KPG, P.S., hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform Engineering services in connection with the project titled 2022 Overlay Program.
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.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 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 December 31, 2022 unless an extension of such time is granted in writing by the City.
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 \$149,400.00 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.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

3131 Elliot Avenue Suite 400
Seattle, WA 98121
18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 2021.

CITY OF TUKWILA

CONSULTANT

Allan Ekberg, Mayor

By: Bryce Corrigan

Printed Name: Bryce Corrigan

Title: Project Manager

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O'Flaherty

Office of the City Attorney

EXHIBIT A
City of Tukwila
2022 Overlay Program
Scope of Work
November 9, 2022

The Consultant shall prepare final Plans, Specifications and Estimates for the 2022 Overlay Program. Specific projects will be determined from the following list of tasks below. It is anticipated between five and eight sites will be included in the final Plans Specifications, and Estimates.

The 2022 Overlay Program will be bid as a single bid package as budget allows. Projects may be re-prioritized or deferred to a future overlay program based on available budget and other considerations. Detailed estimates will be prepared at the 30% design to verify the final project list to be included in the 2022 Overlay Program.

The Consultant shall utilize the data collection and analysis provided by Infrastructure Management Service (IMS) to identify additional roadway segments to be included in the design and construction of the 2022 Overlay Program.

The City of Tukwila may require other services of the consultant. These services could include additional design, right of way, environmental documentation, construction phase services, 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.

Assumptions for the 2022 Overlay Program Bid Package

- Roadway and utility casting mapping will be based on aerial photography, GIS, and field reviews by the Consultant. Topographic field survey may be required for ADA ramp improvements and will be performed by the Consultant as required.
- Typically, only surface utilities requiring adjustment to grade will be shown.
- No utility upgrades are anticipated in the project design.
- It is assumed there will be approximately thirty (30) plan sheets at 1"=20' scale full size (22" X 34"), 1"=40' at reduced scale (11" X 17").
- Drainage & Water Quality Reports will not be required.

- Environmental Documentation will not be required.
- Consultant shall not be responsible for printing and supplying City or Contractor with hard copies of plans and specifications at interim submittals or contract award.

Deliverables

- Meeting notes during during selection process
- 50% review submittal with Plans and Estimate (electronic copies)
- 90% review submittal with Plans, Specifications, and Estimate (electronic copies)
- Routing of 50% and 90% Plans to utilities for review and comment.
- Bid Documents and Engineer's Estimate for 2022 Overlay Program.
- Coordinate upload of Plans and Specifications to Builders Exchange.
- Bid Analysis and recommendation for award.
- Preconstruction Meeting Attendance.

SCOPE OF WORK

TASK 1 – Project Management

1.1 The Consultant shall provide continuous project management and administration for the duration of the Project. (Estimate 6 months).

- Hold project coordination meetings with the City to update progress and review submittals. Assume (6) 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.

TASK 2 – Roadway Segment Selection

2.1 The Consultant shall update the IMS EZStreet Analysis spreadsheet and provide a preliminary list of roadway segments to be considered by the City. The list will include up to twelve roadway segments. The Consultant and the City will meet to discuss the feasibility of the roadway segments and provide direction for which segments shall proceed to to Task 3.

Deliverables

- Meeting notes during during selection process.
- Selection of Ten roadway segments

TASK 3 – Preliminary Design

- 3.1 The Consultant shall prepare base maps for up to ten roadway segments identified in Task 2. The basemaps shall be created utilizing field measurements, available record drawings, and/or ortho-photography. Topographic survey will be utilized only at ADA ramp locations where field conditions require it to meet ADA compliance.
- 3.2 The Consultant shall prepare 30% Plans for up to ten roadway segments selected in Task 2.
- 3.3 The Consultant shall calculate quantities and prepare a Preliminary Engineers Estimate of Probable Construction Cost for the 30% Plans. Up to eight roadway segments will be prioritized in collaboration with the City following the Preliminary Design Deliverables of Task 3 to determine final project segments for Task 4.
- 3.4 The Consultant shall distribute 30% review submittals to franchise utility owners for adjustments within the Project limits.

Deliverables

- 30% Plans for up to ten roadway segments
- 30% Cost Estimate
- Selection of up to eight segments

TASK 4 – Final Design

- 4.1 The Consultant shall prepare 90%, and Final Plans for up to eight roadway segments selected in Task 3. 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.
 - Typical sections and details will be prepared for items not available as standard details from the City, State, or WSDOT standard drawings.
 - Plans will identify curb ramp replacement limits and pedestrian push button modifications in accordance with ADA requirements.
 - The plans shall illustrate complete details of construction of the proposed improvements including limits of construction and removals, utility adjustments, surfacing depths and details, and applicable channelization and signing for the segments selected for final design.

- Plans and specifications will include required criteria for traffic control plans and pedestrian traffic control during construction. Criteria will be developed in collaboration with the City.
- The Consultant shall perform site walkthroughs with the City maintenance staff to determine extent of roadway improvements / resurfacing (Estimate 2 meetings) and to prioritize candidate streets within the available budget.
- Pavement sections will be determined through consultation with the City's maintenance staff and previous experience. No geotechnical investigations are anticipated.

4.2 The Consultant shall calculate quantities and prepare Engineers Estimate of Probable Construction Cost for each review submittal and the Bid Documents.

4.3 The Consultant shall prepare the Contract Specification per 2022 WSDOT Standard Specifications for the 90% Review Submittal and the Bid Documents.

4.4 The Consultant shall distribute 90% review submittals to franchise utility owners for adjustments within the Project limits.

Deliverables

- 90% & Final Plans for up to eight roadway segments
- 90% & Final Cost Estimate
- 90% & Final Contract documents including Project Special Provisions

TASK 5 – Bid Period Services

5.1 The Consultant shall assist the City with Project Advertisement and Award by uploading plans and specifications to bxwa.com, preparing addenda, bid tabulation, and recommendation for award.

EXHIBIT B
PRIME CONSULTANT COST COMPUTATIONS

Client: City of Tukwila
 Project 2022 Overlay Program

DATE: 11/9/2021

Task No.	Task Description	Labor Hour Estimate														Total Hours and Labor Fee Estimate by Task	
		Principal	Engineering Manager	Senior Engineer	Senior Project Engineer	Project Engineer II	Project Engineer I	Design Engineer	Engineering Technician	Engineering Assistant	Senior CAD Technician	CAD Technician	Senior Admin	Office Admin	Office Assistant		
		274	246	203	179	153	140	126	104	90	134	112	112	96	80	Hours	Fee
Task 1 Project Management																	
1.1	Project Management		6			24							6			36	\$ 5,820.00
	Task Total	0	6	0	0	24	0	0	0	0	0	0	6	0	0	36	\$ 5,820.00
Task 2 Roadway Segment Selection																	
2.1	Segment Selection		8			40										48	\$ 8,088.00
	Task Total	0	8	0	0	40	0	0	0	0	0	0	0	0	0	48	\$ 8,088.00
Task 3 Preliminary Design																	
3.1	Prepare 30% Basemap					20		20	20	16	40	40				156	\$ 18,940.00
3.2	Prepare 30% Plans			16		24		60	60	40						200	\$ 24,320.00
3.3	Preapare 30% Cost Estimate			8		8		24	16	16						72	\$ 8,976.00
3.4	Utility Coordination					8		8	8							24	\$ 3,064.00
	Task Total	0	0	24	0	60	0	112	104	72	40	40	0	0	0	452	\$ 55,300.00
Task 4 Final Design																	
4.1	Preapre 90% & Final Plans		4	24		60		80	60	60						296	\$ 38,260.00
4.2	Preapre 90% & Final Cost Estimates		4	8		24		40	20	20						124	\$ 16,704.00
4.3	Prepare 90% & Final Contract Documents		4	24		40		20								96	\$ 16,000.00
4.4	Utility Coordination					16		8	8							32	\$ 4,288.00
	Task Total	0	12	56	0	140	0	148	88	80	0	0	0	0	0	548	\$ 75,252.00
Task 5 Bid Period Services																	
5.1	Advertisement and Award Support		4			16		8								28	\$ 4,440.00
	Task Total	0	4	0	0	16	0	8	0	0	0	0	0	0	0	28	\$ 4,440.00
	Total Labor Hours and Fee	0	30	80	0	280	0	268	192	152	40	40	6	0	0	1,112	\$ 148,900.00
Reimbursable Direct Non-Salary Costs																	
																Mileage at current IRS rate	\$ 500.00
																Total Reimbursable Expense	\$ 500.00
																Total Estimated Budget	\$ 149,400.00

2022 Overlay Program – Contract for Design Services							MRSC Consultant	SAM Search Prior to Offering Design Contract
	Parametrix	KPFF	KPG, Inc.					
Paving Project Design and Construction Management Experience with the City.	0	3	5	http://www.kpg.com	KPG			Yes
Knowledge of FHWA, State, and Tukwila Standards and Procedures	5	4	5	http://www.parametrix.com	Parametrix			
Environmental Experience	5	5	5	http://www.kpff.com	KPFF			
Experience with Similar Projects.	3	4	5					
Traffic Control Design Expertise.	4	4	5					
Experienced Design Project Manager.	4	4	5					
Small Scale Project Experience.	2	3	5					
Utilities Coordination Experience.	5	4	5					
Storm water, Drainage, and Detention Design.	4	4	5					
Public Outreach Experience.	3	3	4					
Survey Crew In-House.	4	4	5					
TOTALS	39	42	54					
For each category, highest score is 5 (with the lowest or worst score 1)								
Consultant with the highest score is ranked the best.								
Staff: Scott Bates								
Selection Date: 11/3/21								
Selected Consultant: KPG, Inc.								
Selection Justification: The selected firm has demonstrated relevant pavement overlay design experience on multiple past federal and locally funded paving projects including the City overlay program. KPG has provided excellent design construction management results on City drainage projects as well. They have exceptional familiarity with City Public Works systems, WSDOT and FHWA standards. Based on overall score KPG prevailed. Consultants perceived ability to perform CM services was also reviewed since the design contract could be extended to include those services as well.								

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.

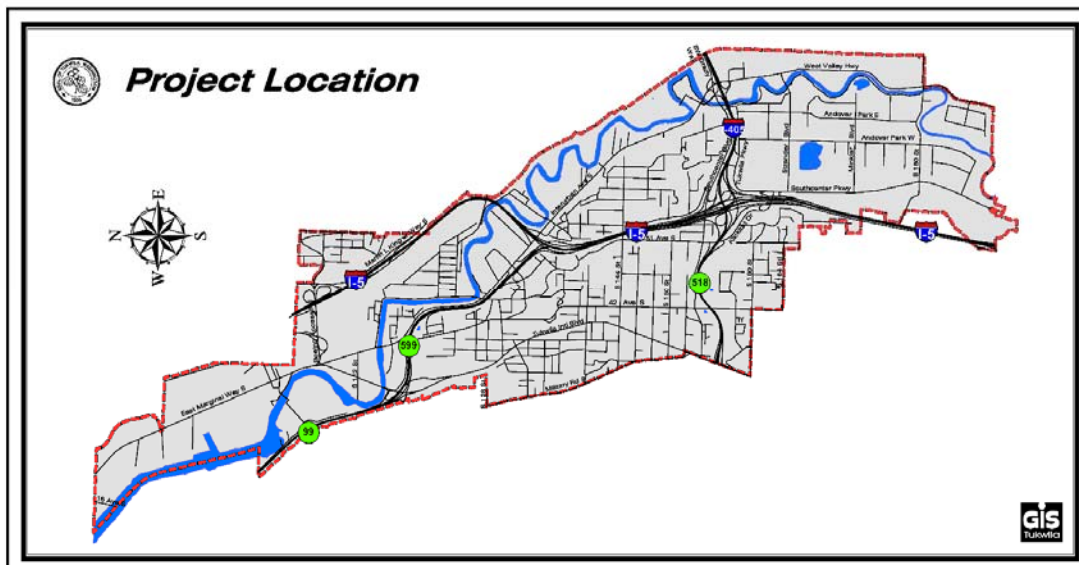
JUSTIFICATION: Preserve and maintain the street structure in a safe and useable state by resurfacing before failure which also minimizes costs. Some individual sites may be coordinated with water, sewer, and surface water projects.

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





INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 BY: **Cyndy Knighton, Senior Program Manager**
 CC: **Mayor Ekberg**
 DATE: **November 19, 2021**
 SUBJECT: **West Valley Highway/Longacres Way Project Bid Award**
Project No. 99310410
Contract Award to Road Construction Northwest

ISSUE

Award the West Valley Highway/Longacres Way construction contract to Road Construction Northwest, Inc.

BACKGROUND

The West Valley Highway project will construct a third northbound lane from Strander Blvd to S 156th Street and will construct missing sidewalk sections on the east side. A widened shared-use path will be added on the west side between Longacres Way and the newly widened sidewalks adjacent to the Tukwila Urban Center Pedestrian Bridge. A new two-way cycle track will be installed on the south side of Longacres Way and street illumination will be added for pedestrians and vehicles.

ANALYSIS

A call for bids was advertised on October 19, 2021 and October 23, 2021 for the West Valley Highway/Longacres Way project. Two addenda were issued correcting minor issues in the bid documents. Bids were due by 9:30 a.m. on November 9, 2021 and were publicly opened at 10:00 a.m. on the same day. Eight bids were received.

The construction bids were reviewed, and only minor irregularities were found. There was a minor mathematical error in the apparent low bid which lowered it by \$7,758.00. This error is considered a minor irregularity in the proposal and has been waived as being insignificant. The fourth lowest bidder also had two minor mathematical errors. The apparent low bid was received from Road Construction Northwest, Inc. They successfully worked for Tukwila on past projects with similar size and scope.

FINANCIAL IMPACT

The bid from Road Construction Northwest came in under the Engineer's Estimate and is within the available funding for the project.

	Cost Estimate	Construction Budget
RCNW Bid	\$3,590,407.40	\$4,355,000.00
Contingency (~15%)	<u>539,000.00</u>	
Construction Total	\$4,129,407.40	

RECOMMENDATION

Council is being asked to approve the West Valley Highway/Longacres Way construction contract to Road Construction Northwest, Inc, in the amount of \$3,590,407.40 and contingency of \$539,000, and consider this item on the Consent Agenda at the December 6, 2021 Regular Meeting.

ATTACHMENTS: Certified Bid Tabulation
2021 CIP, Pg 8 Revised

Certified Bid Tab

Certified Bid Tab				Low Bid		2		3		4		5		6		7		8					
Bid Item No.	Bid Item Description	Quantity	Unit	Engineer's Estimate		Road Construction Northwest, Inc.		Razz Construction, Inc.		Active Construction, Inc		Pivetta Brothers Construction Inc.		Westwater Construction Company		Gary Merlino Construction Company		Rodarte Construction, Inc.		Tucci & Sons, Inc			
				Unit Price	Amount	Unit Price	Amount	(x)	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	(x)	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
167	PEDESTRIAN TRAFFIC CONTROL	1	L.S.	\$500.00	\$500.00	\$1,200.00	\$1,200.00		\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$3,100.00	\$3,100.00	
168	TRAFFIC CONTROL SUPERVISOR	1	L.S.	\$1,000.00	\$1,000.00	\$5,100.00	\$5,100.00		\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$17,230.45	\$17,230.45	\$2,500.00	\$2,500.00	\$20,000.00	\$20,000.00	\$3,000.00	\$3,000.00	\$13,000.00	\$13,000.00	
				Subtotal	\$299,866.40	Subtotal	\$382,373.00		Subtotal	\$92,108.61	Subtotal	\$378,682.20	Subtotal	\$389,283.65	Subtotal	\$303,280.00	Subtotal	\$357,191.20	Subtotal	\$391,636.00	Subtotal	\$360,372.00	
ROADSIDE DEVELOPMENT																							
169	WAYFINDING SIGNS	1	LS	\$1,600.00	\$1,600.00	\$10,560.00	\$10,560.00		\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$25,475.00	\$25,475.00	\$1,500.00	\$1,500.00	\$9,000.00	\$9,000.00	\$1,600.00	\$1,600.00	\$2,500.00	\$2,500.00	
170	PSIPE - GAULTHERIA SHALLON, 1 GAL.	4	EACH	\$25.20	\$100.80	\$14.00	\$56.00		\$17.00	\$68.00	\$14.00	\$56.00	\$16.00	\$64.00	\$20.00	\$80.00	\$15.00	\$60.00	\$26.00	\$104.00	\$17.00	\$68.00	
171	PSIPE - MAHONIA NERVOSA, 1 GAL.	4	EACH	\$18.00	\$72.00	\$16.50	\$66.00		\$23.00	\$92.00	\$17.00	\$68.00	\$20.00	\$80.00	\$25.00	\$100.00	\$19.00	\$76.00	\$26.00	\$104.00	\$23.00	\$92.00	
172	PSIPE - KALMIA LATIFOLIA 'ELF', 2 GAL.	6	EACH	\$78.00	\$468.00	\$26.25	\$157.50		\$45.00	\$270.00	\$26.00	\$156.00	\$37.00	\$222.00	\$45.00	\$270.00	\$35.00	\$210.00	\$26.00	\$156.00	\$45.00	\$270.00	
				Subtotal	\$2,240.80	Subtotal	\$10,839.50		Subtotal	\$4,430.00	Subtotal	\$5,280.00	Subtotal	\$25,841.00	Subtotal	\$1,950.00	Subtotal	\$9,346.00	Subtotal	\$1,964.00	Subtotal	\$2,930.00	
ILLUMINATION SYSTEM																							
173	ILLUMINATION SYSTEM - SR 181	1	LS	\$14,400.00	\$14,400.00	\$42,930.00	\$42,930.00		\$93,581.79	\$93,581.79	\$40,000.00	\$40,000.00	\$41,000.00	\$41,000.00	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$45,000.00	\$45,000.00	\$44,000.00	\$44,000.00	
				Subtotal	\$14,400.00	Subtotal	\$42,930.00		Subtotal	\$93,581.79	Subtotal	\$40,000.00	Subtotal	\$41,000.00	Subtotal	\$40,000.00	Subtotal	\$50,000.00	Subtotal	\$45,000.00	Subtotal	\$44,000.00	
				Schedule C Subtotal	\$491,523.07	x	\$529,726.70	5	✓	\$347,845.54	✓	\$601,372.53	x	\$603,595.33	2	✓	\$431,523.20	✓	\$541,332.52	✓	\$584,074.76	✓	\$562,501.76
TOTAL CONSTRUCTION BID				\$3,636,694.57	\$3,590,407.40	6	✓	\$3,696,619.74	\$3,795,795.00	\$3,846,504.42	3	✓	\$3,899,772.20	\$4,022,335.22	\$4,254,361.51	\$4,279,101.56							

Miscalculations in Contractor Bid Proposals:

- (1) Amount entered on Proposal was \$2,498,295.76. Summing the calculated unit price amounts is \$2,498,195.76. Error carried through to bid amount.
- (2) Amount entered on Proposal was \$603,595.03. Summing the calculated unit price amounts is \$603,595.33. Error carried through to bid amount.
- (3) Amount entered on Proposal was \$3,846,604.12. Summing the calculated three schedules reflects the transposition errors 1 and 2.
- (4) Amount entered on Proposal was \$13,454.50. Calculating the unit price times the units calculates to \$12,696.50. Error carried through to bid amount.
- (5) Amount entered on Proposal was \$537,484.70. Summing the calculated prices is \$529,726.70. Error from #4 was carried into this schedule total and carried into bid total.
- (6) Amount entered on Proposal was \$3,598,165.40. Summing the calculated schedule totals is \$3,590,407.40 and reflects the error made in #4. Error did not affect low bidder status but lowered the final bid amount by \$7,758.00

Certified by  Date November 15, 2021
 Cyndy Knighton, Senior Program Manager

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: **West Valley Hwy (I-405 - Strander Blvd)** Project No. 99310410

DESCRIPTION: Design and construct completion of seven lane sections of West Valley Hwy with curbs, gutters, storm drainage, lighting and traffic control, and a pedestrian activated signal near the Tukwila Urban Center Pedestrian Bridge. Shared use path on west side of West Valley Highway from the pedestrian bridge to Longacres Wy S.

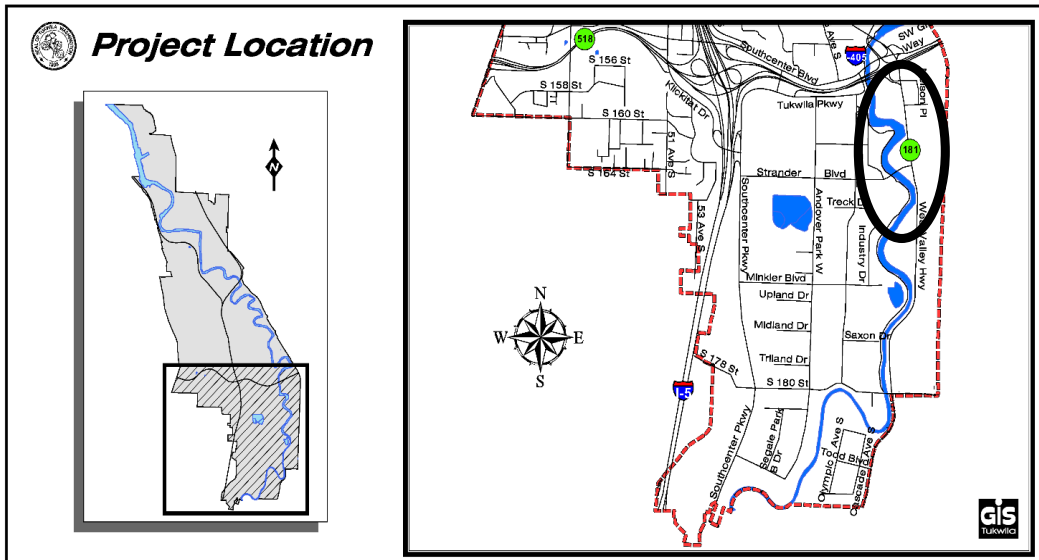
JUSTIFICATION: Safety and capacity items need completion. Portions have been completed by development.

STATUS: Combined with W Valley Hwy/S 156th Intersection in 2017. Continuing to work with development. Grant funding obtained for design and construction of West Valley Highway section.

MAINT. IMPACT: Reduced maintenance.

COMMENT: Project is on Traffic Impact Fee List. Grants from Federal CMAQ awarded for \$628k that includes \$112k for design of sidewalk/bike path on Longacres Way (S 158th St), State Transportation Improvement Board grant of \$2.4m for 2018/2020, and Sound Transit SAF grant for \$2.06m for construction along Longacres Way.

FINANCIAL (in \$000's)	Through Estimated									
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
EXPENSES										
Design	130	455	216							801
Land (R/W)	9									9
Const. Mgmt.			465							465
Construction			4,355							4,355
TOTAL EXPENSES	139	455	5,036	0	0	0	0	0	0	5,630
FUND SOURCES										
Awarded TIB Grant	40	240	2,154							2,434
Awarded CMAQ Grant	89	96								185
Awarded SAF Grant			2,060							2,060
Mitigation										0
Traffic Impact Fees	577	(59)	89							607
City Oper. Revenue	(567)	178	733	0	0	0	0	0	0	344
TOTAL SOURCES	139	455	5,036	0	0	0	0	0	0	5,630





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
CIP Page 84



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

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number: 20-131(a)

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	Construcion 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	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	0	0	0	24	0	0	144	95	144	0	0	0	40	0	447	\$	53,362.00									
	Total Labor Hours and Fee	4	0	0	24	0	0	144	95	144	0	0	0	42	0	453	\$	54,446.00									
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.

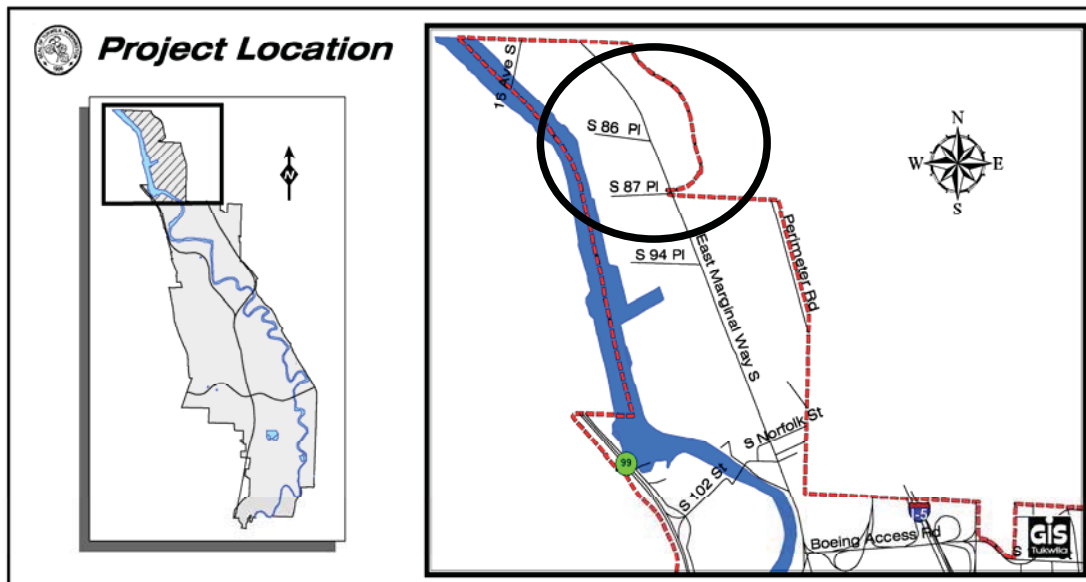
JUSTIFICATION: Drainage from E Marginal Wy S is discharged through outfalls owned and operated by the Boeing Co., Jorgensen Forge, and two King County Airport storm systems without easements.

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





City Council Transportation & Infrastructure Services Committee – 2021 Work Plan

Verna Seal, Chair; De'Sean Quinn, Thomas McLeod				
	Description	Qtr	Action or Briefing	Status
<i>Transportation</i>				
1.	42nd Avenue South Phase III/Gilliam Creek Culvert			
	Project Closeout	1	A	Closeout to follow completion of 53 rd project documentation.
2.	53rd Avenue S (S 137th – S 144th St) & Water/Sewer/SSWM			
	Project Closeout	1	A	Closeout pending completion of all punchlist items and final payment.
3.	S 152nd St Safe Routes to School			
	Design Consultant Contract	2	A	RFP for design issued in 1Q with award of design expected in 2Q. No funding for construction at this time.
4.	Neighborhood Traffic Calming Program/Residential Safety			
	Various activities/updates	1-4	B	4/26, 8/23
	2021 Purchases	4	A	Complete
5.	Annual Overlay and Repair Program			
	Bid Award for 2021 Project	2	A	Complete
	2022 Design Contract	4	A	12/6
6.	Annual Bridge Inspections and Repairs			
	Annual contract	1	B	Work order for 2021 inspections is in progress.
	State of the Bridges Report	4	B	Complete
7.	West Valley Hwy (I-405-Strander)			
	Bid Award	1	A	90% PS&E done. Ad date dependent on WSDOT approval and permit approvals.
	Supplemental Agreement	2	A	Complete
8.	Boeing Access Road over Airport Way Seismic Retrofit			
	Project Closeout	3	A	Project is currently under construction.



City Council Transportation & Infrastructure Services Committee – 2021 Work Plan

9.	42nd Ave S Bridge Replacement			
	Project Updates	1-4	B	3/22,
	Funding status through grants/state legislature	1-4	B	Ongoing
10.	BNSF Intermodal Access			
	History & Status	1	B	Complete
	Timeline & Next Steps	2-3	A	Complete
	Funding status through grants/state legislature		B	
11.	Transportation Element of the Comp Plan/Walk & Roll			
	Consultant Agreement	3	A	Beginning Fall 2021. Adoption by June 2024.
12.	Green River Trail Improvements			
	Design Contract	3	A	
13.	53rd Avenue South Traffic Revision			
	Updates	2-4	B	4/12, 7/12
14.	OTHER			
	Grant Applications and Acceptances	1-4	A	Ongoing
	Transportation Demand Management Programs Updates & Grants	1-4	A, B	Ongoing
	Comment letter on King County Airport Master Plan	1	A	Complete
	Transportation Improvement Program Resolution	2	A	Complete
	Surplus Equipment Resolution - Fleet	2	A	Complete
	TCC Siding Repairs Completion	2	A	Complete
	ILA with SeaTac for ADA ramps at 42 nd Ave S/S 164 th	2	A	Complete
	State of the Bridges Report	2	B	Complete
	Resolution re: School Zone Cameras	3	A	Complete
	TCC Painting	3	A	Complete

<i>Utilities</i>				
1.	Water Reservoir and Pump Station			
	Site briefing	1	B	Complete
	Design contract	4	A	
2.	Macadam Rd S Water Upgrade			
	Design contract	1	A	Completed 1/25/21



City Council Transportation & Infrastructure Services Committee – 2021 Work Plan

3.	CBD Sanitary Sewer Rehabilitation			
	Design contract	1	A	Complete
	Construction award- Phase 4	3	A	Complete
	CBD Sewer Repair Phase 3 Construction Management Agreement	4	A	Complete
4.	Water & Sewer Comprehensive Plans			
	Data collection and modeling ongoing	4	A	Ongoing
5.	GIS Inventory of Water/Sewer/SWM System			
	Consultant Agreement	4	A	Ongoing
6.	Sewer Lift Stations and Generator Upgrades			
	Design and Const Mgmt contract	1	A	Completed 2/8/21
	Bid Award	2	A	Complete
	Future Sewer Lift Station #13 Feasibility Study Contract	3	A	Complete
7.	Annual Small Drainage Program			
	Bid Award 2021	3	A	Complete
	Design contract for 2022	4	A	
8.	East Marginal Way S Stormwater Outfalls			
	Contract Supplement	3	A	Complete
	Closeout	4	A	
9.	Tukwila 205 Levee Certification			
	Status Update	2	B	
10.	Stormwater Quality Retrofit Project/Stormwater Management Action Plan			
	Approve King County waterworks Grant application	1	A	Complete
	Approve DOE grant application	4	A	Complete
	Consultant Agreement – Action Plan and Comp Plan	4	A	Complete
11.	Gilliam Creek Fish Barrier Removal			
	Approve grant application (target new King County grant program)	3	A	Complete
12.	Riverton Creek Flapgate Removal			
	WSDOT Agreement	3	A	Complete
	Contract close-out Alia	4	A	Depending on progress
	Contract close-out At Work!	4	A	Depending on progress
13.	Green the Green			
	Applied Ecology contract close-out	1	A	Complete
	Award 2-year maintenance contract	1	A	
	Approve (CFT) grant application for acquisition	1	A	Depends on availability
14.	Nelsen Side Channel			



City Council Transportation & Infrastructure Services Committee – 2021 Work Plan

	Approve grant application (target new King County grant program)	1-4	A	If it comes available
15.	Chinook Wind			
	Award design contract (trail)	3	A	Complete
16.	Surface Water Comprehensive Plan			
	Consultant contract	2	A	Complete
17.	S 131st Place Drainage Improvements			
	Grant Award	1	A	Complete
	Consultant Agreement	2	A	
18.	Other			
	Franchise utility agreements and approvals (SCL, Century Link, Comcast, Cascade Water, Sewer)			As needed
	Asset Sharing Agreement with Extenet Systems, Inc.	1	A	Complete
	Resolution: Metropolitan Water Pollution Abatement Advisory Committee	1	A	Complete
	Interim Small Wireless Facilities Code	2	A	Complete
	Andover Park East Water Main Pavement Repair	2	A	Complete
	Resolution adopting WRIA 9 Update to the Salmon	2	A	Complete
	Permanent Small Wireless Facilities Code	3	A	Complete
	Waste Management Recycling Market Surcharge	3	A	Complete
	FEMA Grant - TUK Pedestrian Bridge Flood Damage	3	A	Complete
19.	Standard Reports/Briefings			
	Waste Management Update	A	PW	Complete
	NPDES	A	PW	Complete
	Water Pollution Abatement Committee updates	B	PW	Requested 2/22

Public Works Fleet & Facilities Project				
1	Monthly Update	1-4	B	Ongoing
2	Bid Award & Options	1	A	Complete
3	Possible development agreement			