

RESOLUTION NO. 3038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KPG PSOMAS INC. FOR THE PLANS, SPECIFICATIONS, AND ENGINEERING FOR THE 200TH AVENUE PRESERVATION PROJECT.

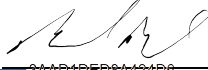
WHEREAS, Public Services staff has an Overlay Maintenance Program in the 2021-2022 Biennium Budget; and

WHEREAS, Public Works staff have identified a section of 200th Avenue between 104th Street and 100th Street that is in need for both asphalt replacement as well as an asphalt overlay; and


WHEREAS, KPG Psomas Inc. has submitted a professional services agreement to complete the Plans, Specifications, and Engineering necessary for the advertisement of this preservation project' and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake does hereby authorize the Mayor to sign the attached contract with KPG Psomas Inc. in the amount of \$31,748.00

Passed by the City Council this 12th day of April, 2022.

DocuSigned by:

3AAD1DE6A424D6...
Michael McCullough, Mayor

AUTHENTICATED:

DocuSigned by:

E6D5EFCF37994F8...
Sadie Schaneman, CMC, City Clerk

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Public Services / John Woodcock	Meeting/Workshop Date: 12 April 2022	Agenda Bill Number: AB22-58
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3038	Sponsor:

Agenda Subject: Approve the Professional Services Agreement with KPG Psomas Inc. for PS&E for the 200th Avenue Preservation Project.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Services Agreement With KPG Psomas Inc. For Plans, Specifications And Engineering For The 200th Avenue Preservation Project.

Administrative Recommendation: Approve

Background Summary: 200th Avenue from 100th Street to 104th Street has been demonstrating asphalt failure in the wheel ruts over the past several years. This project will repair the areas of asphalt failure and then overlay the remaining section (1,200 LF approximately) with a 2 inch asphalt mat to extend the life cycle of the pavement.

Attachments: Resolution, Contract, map

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$350,000.00	\$350,000.00	\$31,748.00	\$318,252.00	<input checked="" type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other

Budget Explanation: Street CIP - Overlay Maintenance Program.
 Street: Eden-301.002.042.595.30.48.01
 Revenue Source: General Fund

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Community Development <i>Approvals:</i>		Yes	No
	Date: 5 April 2022			
	Chair/Councilmember	Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Councilmember	Tom Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Councilmember	Kelly McClimans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): April 12, 2022	Tabled to Date:

APPROVALS

Director: <i>Ryan Johnstone</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: (if applicable)
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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 12 day of April, 2022, by and between the City of Bonney Lake (“City”) and KPG Psomas Inc. (“Consultant”).

The parties hereby agree as follows:

- 1. Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
- 2. Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
- 3. Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit A without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before

the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant's or Consultant's employees' work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant's employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant's relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The consultant shall include a provision substantially the same as this section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the

City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. Indemnification / Hold Harmless

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 negligent 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. 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, including the duty and cost to defend, 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.

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.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering 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 shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect 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 contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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 Consultant before commencement of the work.

13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

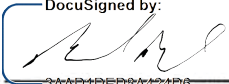
16. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF BONNEY LAKE

CONSULTANT

By:  DocuSigned by:
3AAD1DED8A424D6
Michael McCullough, Mayor

By: **Terry Wright**
Digitally signed by Terry Wright
DN: cn=Terry Wright, o=KPG, P.S.,
ou=Tacoma, email=Terry@kpg.com, c=US
Date: 2022.03.18 10:33:24 -0700

Attachments:

Exhibit A: Scope of Work/Deliverables/Fee

Exhibit B: Rates

EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City:

EXHIBIT B: RATES

City of Bonney Lake
200th Avenue East Preservation Project

KPG Psomas Inc.
Scope of Work
March 13, 2022

INTRODUCTION

A. PROJECT UNDERSTANDING:

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates to complete the 200th Avenue East Preservation Project. The project limits are from the south side of 104th Street East intersection (City Limits) to the south side of Brookside Dr. E., and totals approximately 1,250 LF.

B. ASSUMPTIONS:

The following assumptions were made to establish a scope and budget for this project:

- Right-of-way or easement acquisition will not be required.
- Right-of-way will not be delineated.
- Special Provisions will be developed based on the 2022 WSDOT Standard Provisions.
- Utility improvements are not part of this Scope of Work.
- Traffic Control Plans will not be developed under this Scope of Work.
- Plans will be developed using AutoCAD 2018 Civil 3D using KPG drafting standards.
- The city will be responsible for all permit fees.
- Construction Stormwater General Permit will not be required.
- All environmental documentation is either complete or will be prepared by the City.
- No sidewalk, curb ramps, or pedestrian improvements will be required.
- Coordination with outside agencies will not be required.
- City will provide bidding services and reproduction of Contract Documents.
- City will place advertisement for bids and provide document reproduction for final bid set.
- City will provide depths of existing pavement.
- Pavement overlay depths and materials type will be recommended by Consultant and approved by City. No Geotechnical analysis will be required.

The following Scope of Work describes the effort required to complete PS&E for the Overlay of 200th Ave as described above:

SCOPE OF WORK

Task 1 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes a 3-month contract duration:

1.1 Provide project administrative services including:

- Preparation of monthly invoices
- Preparation of monthly progress reports including amount spent, and amount remaining for each task
- Maintaining project files
- Record keeping and project closeout

1.2 Provide project management services including:

- Project staff management and coordination
- KPG design team coordination meetings
- Schedule and budget monitoring
- Miscellaneous letters and phone calls

1.3 QA/QC Review – Provide senior level review of all submittals

Products:

- Monthly invoices
- Monthly progress reports
- Meeting notes for Consultant/City Meeting

Task 2 – Design

2.1 Initial Field review: Consultant will conduct a field review and mark locations of pavement repair areas. City will be notified when pavement repair areas are marked. Upon completion of the initial field review, the Consultant shall attend one (1) field walk with City Staff. Assume two (2) consultant staff for one (1) field meeting. During the field walk, the following will be confirmed:

- Verification of the project extents
- Review existing pavement conditions and record locations of required pavement repairs

2.2 Survey: Upon completion of initial field review, the survey will be completed.

- Overlay Survey: Pavement repair areas, pavement markings, street signs, utility castings, fire hydrants, & curbs

- Storm Pond Survey: Near the south end of the project just north of 104th St. E, there is a wetland on the east side of the roadway, city storm water pond on the west side, and a private storm water pond on the west side just north of the city pond. The city has received past reports of flooding on the wetland side of the roadway. The following survey information will be included to assist the city to determine a possible solution to the flooding problem:
 - Surface water elevations in the three ponds at the time of survey.
 - Invert elevations for the City and private pond on the west side and for the Wetland if the outfall can be located.
 - Structures: Measure down information for catch basins located within the 200th road, and location of buried manhole which will be marked with paint by the City.
 - Cross sections of the City and private pond near the east end of the pond.

2.3 Design: Information obtained from the field design will be used to prepare construction documents and construction cost estimates. The following is the estimated Sheet Count:

Title	# of Sheets
Cover Sheet	1
Sheet Index, Legend, and Abbreviations	1
Typical Sections/Details	1
Overlay Plans	3
TOTAL	6

2.4 Construction Cost Estimate: The Consultant shall prepare 90% and Final quantities and opinion of probable cost for review and approval by the CITY.

2.5 Specifications: The Consultant shall prepare 90% and Final specification documents including CITY provided legal documents, Division 1 and City GSPs. The CONSULTANT will include additional special provision language as needed.

2.6 Design Review: The Consultant shall attend an in the field design review meeting to review CITY comments from the 90% Design submittal. Assume two (2) Consultant staff for two (1) meetings. Plans will be submitted for review 2 weeks prior to the meeting.

2.7 Storm Drain Evaluation: The goal of this task is to determine if making a pipeline connection between the Wetland on the East side of the roadway and the City pond on the West side is possible solely based on the elevations of the water surface and pond topography. Should it be determined that the elevations will allow a connection between the ponds additional design effort will be required to determine if this will relieve the reported flooding on the east side of 200th.

Products:

- **90% Design Submittal**
 - Two (2) sets hard copy 1/2 Size Plan Sets (11x17), Specifications, & Estimate
- **Bid Documents (Hard Copy and Electronic Bidding)**
 - One (1) set hard copy Construction Cost Estimate
 - One (1) set hard copy Project Specifications
 - One (1) set hard copy 1/2 Size Plan Set (11x17)
 - 1 Copy Electronic Cost Estimate, Drawings and Specifications
- **Storm Pond**
 - Figure: showing elevations for ponds, pipes, and water surface
 - Tech Memo: brief description of the pond pipe network and the feasibility of making pipe connections between the wetland and City Pond based on the elevations.

Task 3 - Assistance During Bidding

- 3.1 Plan Production & BXWA Coordination: Consultant will coordinate and submit final PS&E package to BXWA and prepare final bid documents.
- 3.2 Prepare addenda and respond to bidder questions.
- 3.3 Recommendation of Award: Tabulate bid results, check references, prepare award package for Local Programs, and provide recommendation of Award.

Additional Services

The CITY may require additional services of the CONSULTANT. The scope of these services will be determined based on the unanticipated project needs or other considerations at the sole discretion of the CITY.

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

EXHIBIT B
PRIME CONSULTANT COST COMPUTATIONS
 Client: City of Bonney Lake
 Project: 200th Avenue East Preservation Project

Date: 14-Mar-22

Task No.	Task Description	Labor Hour Estimate													Hours and Labor Fee Estimate by Task	
		Engineering Manager	Senior Engineer	Senior Project Engineer	Engineer Project II	Project Engineer I	Design Engineer	Survey Crew I (W/Equip)	Project Surveyor	Senior Field Surveyor	Senior CAD Technician	Senior Admin	Hours	Fee		
Task 1 - Management/Coordination/Administration																
1.1	Project Administration/Project Management	3										3	6	\$1,074.00		
1.2	QA/QC Review		3										3	\$609.00		
	Task Total	3	3	0	0	0	0	0	0	0	0	0	9	\$1,683.00		
Task 2 - Design																
2.1	Initial Field Review	2				8							10	\$1,500.00		
2.2	Survey Services - Storm						6						6	\$1,116.00		
2.2	Survey Services - Overlay						8						8	\$1,488.00		
2.2	Survey Services - Overlay & Storm Base Map							8					8	\$1,024.00		
2.3	Preliminary Design		2			8				10			36	\$4,994.00		
2.4	Construction Cost Estimate		1			4	8						13	\$1,771.00		
2.5	Specifications	2	6			24					12		44	\$6,414.00		
2.6	Final Design		4			16	24			16			60	\$8,220.00		
2.7	Storm Drain Evaluation		2			6				2			10	\$1,514.00		
	Task Total	4	15	0	0	66	48	14	0	8	28	12	195	\$28,041.00		
Task 3 - Assistance During Bidding																
3.1	Assistance During Bidding		2			8						4	14	\$1,974.00		
	Task Total	0	2	0	0	8	0	0	0	0	0	4	14	\$1,974.00		
Total Labor Hours and Fee													218	\$31,698.00		
Subconsultants																
Reimbursable Direct Non-Salary Costs																
															Mileage at current IRS rate	\$50.00
															Reproduction Allowance	
Total Reimbursable Expense														\$50.00		
Total Estimated Budget														\$31,748.00		

200th Ave Overlay Project



- Tax Parcels**
- Base Parcel
 - Condominium
 - Other
 - Access Lids
 - Condominium
 - Control Panel - BL
 - Open Channel Barriers
 - Pump

1:4,800

