

RESOLUTION NO. 2941

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT WITH KPG ENGINEERING FOR CONSTRUCTION SERVICES FOR THE SR410 STORM/SWALE IMPROVEMENT PHASE 2 PROJECT.

WHEREAS, City Council has approved the 2021-2022 Biennial budget that includes funding for the Phase 2 portion of stormwater improvements on SR 410; and

WHEREAS, the Public Services Department opened bids on April 28th, 2021 for the SR 410 Storm/Swale Improvements Phase 2 Project; and

WHEREAS, the Public Services Department will use KPG Engineering for Construction Management Services during the construction phase of this project; and

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the PSA with KPG Engineering for the sum of \$43,862.00.

PASSED BY THE CITY COUNCIL this 25th day of May, 2021.

DocuSigned by:

Neil Johnson, Jr.

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Neil Johnson, Jr., Mayor

AUTHENTICATED:

DocuSigned by:

Harwood T. Edvalson

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Harwood T. Edvalson, City Clerk

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

Department/Staff Contact: PS / John Woodcock	Meeting/Workshop Date: 25 May 2021	Agenda Bill Number: AB21-71
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2941	Sponsor:

Agenda Subject: Award Professional Services Agreement to KPG for construction services during the SR 410 Storm/Swale Phase 2 Project.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Award Professional Services Agreement to KPG for construction services during the SR 410 Storm/Swale Phase 2 Project.

Administrative Recommendation: Approve

Background Summary: The Public Services Department opened bids on April 28th for the SR 410 Storm/Swale Improvements Phase 2 project. KPG will be used for construction services to the City for this project.

Attachments: Resolution, Professional Services Agreement, Map

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$450,000	\$190,346	\$43,862	\$146,484	<input type="checkbox"/> General <input checked="" type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation: Capital Outlays - Other Improvments: Eden - 415.000.038.594.39.65.01				
Revenue Source: Utilities				

COMMITTEE, BOARD & COMMISSION REVIEW											
Council Committee Review:	Community Development Date: 18 May 2021	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember Tom Watson Councilmember Kelly McClimans Sr.	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: left;">No</td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	No										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
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<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):	Tabled to Date:

APPROVALS		
Director: <i>Ryan Johnstone</i>	Mayor: <i>Neil Johnson Jr.</i>	Date Reviewed by City Attorney: (if applicable)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 25th day of May, 2021, by and between the City of Bonney Lake (“City”) and KPG, P.S. (“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.

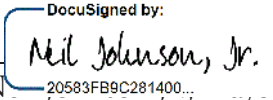
16. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

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:  _____

By:  _____

Attachments:

Exhibit A: Scope of Work/Deliverables/Fee

Exhibit B: Rates

Exhibit A
Construction Management Services
Scope of Work
May 2021
SR 410 Swale/Storm Improvements Phase II
195th Ave E & SR410

This work will provide construction management services for the construction contract to complete the City of Bonney Lake – SR410 Swale/Storm Phase II Improvements. The project will provide an extension of the storm swale system from 195th Ave. E, east along SR410 for approximately 450 ft. all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

A detailed scope for the Contract follows:

I. INTRODUCTION

The following scope of services and associated costs are based upon the assumptions outlined below.

General Assumptions:

- The level of service and fee is based on project duration of 20 **working days** with 2 days prior to construction and 5 days for closeout for a total of 27 days. No night shifts are anticipated.
- The **proposed project team** will include a part-time resident engineer, part-time documentation control specialist, and a full-time inspector.
- KPG will utilize the Record of Materials (ROM) developed by KPG. This scope of services provides the management of the ROM and scheduling of required materials testing respectively.
- City will review and execute the insurance, bonds, and the Construction Contract.
- KPG will work with the City's Contractor to conduct all community outreach in relation to phasing and direct impacts due to construction. The City's Contractor shall be responsible for the communication to the community on schedule and work activities.
- KPG design engineers will be available during construction to answer questions and review RAM's, shop drawings, and answer RFI's.
- Services will be performed in accordance with the Contract plans & special provisions, and City of Bonney Lake engineering standards.
- Coordination of construction with franchise utilities will be the responsibility of the City's Contractor. If KPG is required to take over coordination effort for franchise utilities this may lead to added effort beyond this scope and negotiation with the City may be required.
- Field Office: There are no provisions for a field office. KPG staff will utilize vehicles and the KPG Tacoma office which is located with 30 minutes from the project site for documentation review and storage.
- Plant Selection Including Plant Establishment (PSIPE): There are no provisions within this contract or the project for PSIPE work.

II. SCOPE OF WORK

The objective and purpose of this Construction Management Services Agreement is for the Consultant to successfully deliver the construction of the Project to the City by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as may be amended or revised, that all of the required Project documentation is accounted for, and ultimately that the City of Bonney Lake receives a successful Project.

TASK 1: MANAGEMENT / COORDINATION /ADMINISTRATION

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- 1.1 Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- 1.2 Review monthly expenditures and CM team scope activities. Prepare and submit monthly project progress letters to the City along with invoices describing CM services provided each month. Prepare and submit reporting required by funding source(s), if any.

Deliverables:

- Monthly invoices and progress reports

TASK 2: Administrative Services up to Contractor Notice to Proceed (NTP)

Administrative services are required up to NTP to establish procedures, communication and documentation with the City. This task also provides set up of the files, familiarization with the contract, and the beginning of material management and general “kick-off” coordination activities. Work under task 3 includes the following.

- Solicit input from the City to establish system and procedures for managing
- Tracking and storing project documentation to include the following
- Communications
 - Change Management
 - ✓ Authority
 - ✓ Field Directives
 - ✓ Change Orders to include justifications (up to 3 Each)
- Administrative process
 - Approval of Subcontractors – By City
 - Material management
 - Contractor progress payments
 - Consultant invoices
- Prepare hard and electronic files
- The following logs will be prepared
 - Record of Materials (ROM)
 - Material Tracking
 - ✓ Monitors testing frequency per WSDOT Construction Manual
 - ✓ Log acceptance and compaction tests

- ✓ Log pass or fail to include resolution of failing tests
 - ✓ Track Tickets and tonnages
- Submittal Reviews
- Request for Information (RFI)
- Change Management
 - ✓ Change Order
 - ✓ Case Log (Issues)
 - ✓ Design Changes/Clarifications
- Subcontractors – By City
- Certified Payroll – By City
- Materials on Hand
- ~~Training~~ (Not Applicable)
- The following templates will be prepared
 - Field Note Records
 - Pay Estimate
 - Forecasted Cost at Completion
 - Project Report
 - Weekly Statement of Working Days
 - Change Order
 - Change Order Justifications
 - Design Changes/Clarifications
 - Field Material Verifications
- Site visits to become familiar with project limits and physical constraints
- Familiarization with Contract Plans, Specifications, Permits and Geotechnical Report
- Review ROW commitment files
- Manage RAMs by reviewing against the Contract and/or facilitating Engineer of Record Reviews
- Manage the ROM
- Develop Team Communications and Stakeholders List
- Comb the Contract Provisions and compile list of submittals
- Prepare Pre-Construction (Precon) Agenda
- Comb the Contract Provisions to insert Precon agenda items
- Prepare Precon attendees list
- Send invite to Precon attendees
- Attend Precon, take notes, prepare and distribute minutes
- Assist City with Utility Coordination
- Pre-construction photographs
- Review Contractor's Schedule for Contract Compliance

TASK 3: Construction Management (CM) and Administrative Services. NTP to Physical Completion.

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

- Maintain Logs identified in Task 3
- Coordinate material inspections from materials lab

- Review material reports from testing lab, Task 7, for Contract compliance and contact the Contractor to bring resolution to any deficiencies
- Track quantities according to the Construction Manual to get the required amount of testing
- Review RAMs and apply or facilitate approval codes
- Transmit ROM to the Contractor and request that they submit material requirements via the RAM process
- Facilitate approved RAMs to the Inspector who will verify that all the material delivered to the site is according to the approved RAMs
- Administer Contractor adherence of the ROM
- Cursory review and facilitation of Traffic Control Plans
- Review and respond to Contractor Serial Letters
- Issue Field Directives/Corrective Action memorandums
- Receive RFIs and issues raised by the Contractor answer RFIs and/or facilitate responses
- Change Management
 - Negotiations with Contractor regarding 1-04.4 Changes
 - Writing Change Orders to include Engineer's Estimate and Justifications
 - Update Case Log which includes
 - ✓ Tracking issues
 - ✓ Anticipated impact to schedule
 - ✓ Costs
 - ✓ Forecast cost at completion
 - ✓ Warrant assessment for additional working days
- Confirm that submittals are in general Contract conformance. Review and/or facilitate review and approvals of submittals
- Maintain project electronic and hard files
- Review Contractor's schedule for contract compliance
- Prepare coordination agendas, conduct coordination meetings
- Prepare minutes for coordination meetings and distribute to attendees
- Prepare Weekly Statement of Working Days and send to Contractor
- Obtain Request to Sublet (421-012), review for compliance and return to the Contractor – By City
- ~~• Underutilized Disadvantaged Business Enterprise (UDBE) tasks~~
- ~~• Training tasks~~
- Ensure City's Contractor's Coordination with stakeholders to include
 - Utilities
 - Metro and School Busses
 - Garbage, Recycle and Mail pick up and deliveries
 - Police and Fire departments
- Payroll Compliance to include checking – By City
 - Certified Payrolls
 - Labor and Industry documentation (Statement of Intent, Affidavits of Wages Paid)
 - Notification to the Contractor of non-compliance
- Perform quality control checks on Inspector Field Note Records and Inspector Daily Reports
- Prepare progress pay estimates
- Review of City's Contractor record drawings

- Review Contractor’s weekly “look ahead” and monthly schedule and compare with the Contractor’s approved schedule
- Maintain a submittals list and prompt the Contractor for submittals
- Coordinate with relative funding agencies (TIB) as needed/ required
- Prepare and be available for outside audits and/or record reviews (Upon request and approval of separate budget by City of Bonney Lake only)
- Secure Contract schedule and activities for coordination with the public. Respond to general coordination regarding items such as status, schedule and access. Provide a broader public involvement that may involve flyers, news releases and public meetings
- Maintain hard and electronic files
- Perform internal monthly audits for compliance

TASK 4: Provide Field Inspection for each of the Project’s Working Days

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

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

TASK 5: Project Close Out

Assumption is the City's Contractor shall reach Physical Completion within specified contract time. Physical Completion shall include the final punch list work. This Contract shall include 5 additional Working Days beyond Physical completion to close out project with Contractor. If the existing budget is expended and If City's Contractor cannot close the project out within 5 Working days, the additional time will be charged by KPG to the City at a daily rate of \$1,200.00. It is assumed that this additional fee will be deducted from the moneys due to the contractor per the Contract Specifications.

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

Upon completion of the project close out period KPG will provide all files to the City along with a list of any missing documentation the City still needs to obtain from the Contractor.

TASK 6: Record Drawings:

Consultant will review record drawings prepared by the Contractor and Utilities, and prepare a conformed set of project record drawings based on Contractor provided information and from inspection notes. Upon project completion, contractor provided markups will be verified for completeness and supplemented with inspection information. The Consultant will incorporate contractor survey, contractor red line plans, and inspector red line plans into a final AutoCAD set of Record Drawings. Only items such as underground utilities (existing and newly installed) which cannot be seen from the surface will be included in the Record Drawings. Changes such as minor grade changes of the curb, or pavement markings will not be recorded.

AutoCAD Record drawings will be prepared under the design budget.

EXHIBIT B

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Bonney Lake

Project: SR 410 Swale Storm Project

KPG PROJECT NUMBER: 18197C

20 Working days + 2 Days startup + 2 Days closeout

DATE: 5/11/2021

Task No.	Task Description	Labor Hour Estimate						Total Hours and Labor Fee Estimate by Task	
		Principal	Design Engineer	Resident Engineer	Document Control Specialist	Construction Observer II	Senior Admin		
		Hours	Fee						
Task 1 - MANAGEMENT / COORDINATION /ADMINISTRATION									
1.1	Project Management and Administrative Services	4					8	12	\$ 1,904
1.2	Prepare, review and submit monthly expenditures						4	4	\$ 428
	Task Total	4	0	0	0	0	12	16	\$ 2,332
Task 2 - Administrative Services up to Contractor Notice to Proceed (NTP) (2 Days)									
2.1	Administrative Services up to Contractor Notice to Proceed			2	3			5	\$ 611
2.2	PreCon Photos					4		4	\$ 472
2.3	Review plans and Specs			2	2	4		8	\$ 966
2.4	Prepare Hard and Electronic Files				2			2	\$ 234
2.5	Prepare ROM				4			4	\$ 468
2.6	Prepare PreCon Agenda				3			3	\$ 351
2.7	Prepare Templates				2			2	\$ 234
2.8	Utility Coordination - (N/A)							0	\$ -
	Task Total	0	0	4	16	8	0	28	\$ 3,336
Task 3 - Construction Management (CM) and Administrative Services. NTP to Physical Completion. (20 Working Days)									
3.1	Construction Management Office Support		8	40	32			80	\$ 9,912
3.2	Construction Management Field Paperwork							0	\$ -
3.3	Utility Coordination							0	\$ -
	Task Total	0	8	40	32	0	0	80	\$ 9,912
Task 4 - Provide Field Inspection for each of the Project's Working Days (20 Working Days)									
4.1	Construction Inspection (up to 20 Day Shifts @ 9 Hr. a day)					180		180	\$ 21,240
4.2	Weekly Construction Meetings (2 assumed)			4	4			8	\$ 988
	Task Total	0	0	4	4	180	0	188	\$ 22,228
Task 5 - Project Closeout (2 Working Days)									

5.1	Construction Management Office Support			12	12			24	\$	2,964	
5.2	Construction Management Field Paperwork/Inspection					16		16	\$	1,888	
5.3	Prepare documentation to deliver to City				6			6	\$	702	
Task Total		0	0	12	18	16	0	46	\$	5,554	
Task 6 - Record Drawings											
6.1	Record Drawings - to be completed under the design budget								\$	-	
Task Total		0	0	0	0	0	0	0	\$	-	
Total Labor Hours and Fee		1,048	968	7,800	8,190	24,072	1,284	278	\$	43,362	
									Mileage at current IRS rate	\$	500
									Reproduction Allowance	\$	-
									Total Reimbursable Expense	\$	500
									Total Estimated Budget	\$	43,862

