



The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (Council Chambers), or virtually by using the meeting access link below.

Please click the link below to join the webinar:

<https://sumnerwa-gov.zoom.us/j/86390192946>

Or One tap mobile : US: +12532158782,,86390192946# or +13462487799,,86390192946#; or Telephone: +1 253 215 8782 Webinar ID: 863 9019 2946

CALL TO ORDER

Roll Call: Bitetto, Brown, Cole, Hochstatter, Neuman, Reed and Stuard

SPECIAL BUSINESS

1. Town Center: Utility & Woonerf Project - Consultant Amendment CM Services
2. **Adjournment**

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact the City Clerk at (253) 299-5590, 24 hours in advance.

SUBJECT: Town Center: Utility & Woonerf Project - Consultant Amendment CM Services

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$490,234.75

Within Budget Allocation: Yes

ATTACHMENTS:

1. Amendment with Scope & Fee

STAFF CONTACT: Alisa O'Haver-Ayala , Associate City Engineer

SUMMARY BACKGROUND:

The Town Center: Utility & Woonerf project is a combination of the Alder Kincaid Utility and the Academy Street Bike Lanes projects. This contract provides for the installation of new water mains and services at Kincaid Avenue, Alder Avenue, Park Street and Maple Street. The project includes the trenching, excavation, and installation of the new water lines as well as the removal or abandonment of the existing water lines and the surface restoration associated with the work. Improvements also include replacement of non-conforming curb ramps, bulbouts, storm drainage and associated restoration along Academy Street.

The purpose of this supplement is to expand the consultant's scope to include Construction Management Services. KPG-Psomas was previously selected to provide consulting services for this project through a qualification-based selection process. An hourly rate agreement supplement was negotiated for the Construction Management Services phase of this project. The work involves project construction management, field services, inspection and document tracking.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 6/21/2022

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to KPG-Psomas's Consultant Services Contract for the Academy Street Bike Lanes (CIP 20-08), increasing the contract amount by \$490,234.75 to a total authorized amount not-to-exceed \$665,015.75, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 1

NAME OF CONSULTANT, CONTRACTOR OR VENDOR: **KPG Psomas Inc.**

CONTRACT NAME & PROJECT NUMBER: **Academy Street Bike Lanes (CIP 20-08)**

ORIGINAL AGREEMENT DATE: **October 19, 2020**

This Amendment is made between the City and the above-referenced Consultant, Contractor or Vendor and amends the original Contract/Agreement and all prior Amendments. All other provisions of the original Contract/Agreement or prior Amendments not inconsistent with this Amendment shall remain in full force and effect. For valuable consideration and by mutual consent of the parties, Consultant, Contractor or Vendor's work is modified as follows:

1. Section I of the Agreement, entitled "Description of Work," is hereby modified to add additional work or revise existing work as follows:

In addition to work required under the original Agreement and any prior Amendments, the Consultant, Contractor or Vendor shall:

See Exhibit A

2. The contract amount and time for performance provisions of Section II "Time of Completion," and Section III, "Compensation," are modified as follows:

Original Contract Sum, <i>including applicable WSST</i>	\$34,821.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$139,960.00
Current Contract Amount <i>including all previous amendments</i>	\$174,781.00

Current Amendment Sum	\$490,234.75
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$665,015.75

Original Time for Completion (insert date)	12/31/2023
Revised Time for Completion under prior Amendments (insert date)	N/A
Add'l Days Required (±) for this Amendment	365 calendar days
Revised Time for Completion (insert date)	12/31/2021

In accordance with Section XIV E of the Contract/Agreement, the Contractor, Consultant or Vendor accepts all requirements of this Amendment by signing below, by its signature waives any protest or claim it may have regarding this Amendment, and acknowledges and accepts that this Amendment constitutes full payment and final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Amendment, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits. This Amendment, unless otherwise provided, does not relieve the Contractor, Consultant or Vendor from strict compliance with the guarantee and warranty provisions of the original Agreement.

All acts consistent with the authority of the Agreement, previous Amendments (if any), and this Amendment, prior to the effective date of this Amendment, are hereby ratified and affirmed, and the terms of the Agreement, previous Amendments (if any), and this Amendment shall be deemed to have applied.

The parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.

IN WITNESS, the parties below have executed this Amendment, which will become effective on the last date written below.

CONSULTANT, CONTRACTOR OR VENDOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: <u>William Pugh</u> Its <u>Mayor</u> (Title) DATE: _____
CITY OF SUMNER: By: _____ (signature) Print Name: <u>Jason Wilson</u> Its <u>City Administrator</u> (Title) DATE: _____	APPROVED AS TO FORM: _____ Sumner City Attorney

EXHIBIT A

Project Scope of Work

June 2022

Construction Services

This work will provide construction management services for the construction contract to complete the City of Sumner – Town Center Utility and Woonerf Project (hereinafter called “Project”). City of Sumner project number CIP 21-08. These services will include project management, inspection, materials testing, minor engineering support, and contract administration during the construction of the project, as detailed below KPG Psomas (“Consultant”) will provide to the City of Sumner, Washington (“City”) construction management for the project. A detailed scope for the Contract follows:

I. INTRODUCTION

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

Assumptions:

- The proposed project team will include a part-time project manager, a part-time resident engineer, a part-time documentation specialist, one full-time inspector during construction activities, and necessary sub-consultants to provide services for materials testing. The level of services is based on a project duration of approximately **150 working days** to reach Physical Completion excluding any warranty periods or inspections. It is anticipated that full time site observation will be required for the entire duration of construction.
- Services will be performed in general accordance with the Local Agency Guidelines (LAG), the interlocal Agreements between (“Utilities”) (if applicable), the City, and the WSDOT Construction Manual.
- Services considered incidental to this work include management of temporary construction licenses secured by the City. The Consultant will also direct the work of the Contractor consistent with said licenses as well as the terms of any easements secured for project improvements.
- Hours of work. Work is anticipated to take place during daylight hours on a single shift of 8 hours per day, 5 days per week. No night shift work related to this project is included in this scope and budget. Any night shift work shall be negotiated as requested by the Project.
- Field office: No field office support is included in this agreement.

II. SCOPE OF WORK

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.

- Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- Review monthly expenditures, prepare invoice and submit project progress letter to the City.

TASK 2 – PRECONSTRUCTION SERVICES

Preconstruction Photos: Preconstruction photographs will document the existing condition of the project right-of-way, and all relevant buildings adjoining the site. Photos will be cataloged as to their location, date, and other relevant information. Consultant will provide one set of preconstruction photographs to the City in digital format as part of the project records.

Review Plans and Specifications: The Consultant shall review the Contract plans and specifications and be familiar with the requirements of the Project.

Prepare Hard and Electronic Files: The Consultant shall prepare and maintain project files for the Project as necessary.

Record of Materials (ROM): Develop ROM for use on the project, based on the contract specifications and WSDOT/LAG requirements.

Preconstruction Conference: The Consultant will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City's offices or virtually in the format desired by the City. The Consultant's project manager, resident engineer, document specialist, and inspector will attend the preconstruction conference. The Consultant will prepare a written record of the meeting and distribute copies of the notes to all attendees and affected agencies, staff, etc.

TASK 3 – CONSTRUCTION MANAGEMENT AND ADMINISTRATION

Construction Management and Office Support Services:

Document Control. Original documentation will be housed at the Consultant's office, and filed in accordance with standard filing protocol.

Project Coordination: Liaison with the City on a regular basis to discuss project issues and status. Coordinate with utilities, and community outreach issues as requested by the City.

Plan Interpretations: Provide technical interpretations of the drawings, specifications, and contract documents, and evaluate requested deviations from the approved design or specifications. Coordinate with the City for resolution of issues involving scope, schedule, and/or budget changes.

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.

Initial Schedule Review: Perform detailed schedule review of contractor provided CPM for conformance with the contract documents.

Monthly Pay Requests: Prepare monthly requests for payment, review with the City and Contractor and
City of Sumner
Construction Management Services
Scope of Work

approve, as permitted. Utilize City provided format for pay estimates, or Consultant format.

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.

Request for Information (RFI): Review and respond to RFI's. RFI's shall be logged and tracked.

Certified Payroll: City shall take lead on verification of subcontractors and tracking of Certified Payrolls.

Change Orders: Develop change orders, provide technical assistance to negotiate change orders, and assist in resolution of disputes which may occur during the course of the Project. It is recognized any change orders to the City's Contractor that extend time for the Contractor shall also be reflected in this agreement to extend time for the Consultant.

Community Communication: The City shall take lead on community Communications.

Cost Projections: Prepare up to two cost projections for the project. Projections to be based on the current amount paid to date, pending change orders, quantity projections, and other information.

TASK 4 – FIELD INSPECTION

Field Inspection:

The Consultant shall provide the services of one full-time inspector 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.

The presence of the Consultant's personnel at the construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will generally conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. The Consultant's personnel shall act in accordance with Section 1-05.1 and 1-05.2 of the current WSDOT Standard Specifications. The Consultant will endeavor to protect all parties against defects and deficiencies in the work of the Contractor, but cannot guarantee the Contractor's performance and shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the Contractor and any Subcontractors.

Field inspection staff will perform the following duties as a matter of their daily activities:

- i. Prepare daily construction reports detailing the Contractor's operations performed for each day the Contractor is on-site; measure the quantities of materials installed, log equipment and staff used, and other associated information necessary to develop monthly pay estimates.
- ii. Respond to questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor, including response to related questions from adjacent property owners and the general public.
- iii. Prepare field records and documents to help assure the project is administered in

accordance with funding requirements.

- iv. Provide periodic photographs during the course of construction. Photographs will be in digital format and cataloged by date. A series of post construction photographs will also be provided to the City in digital format.
- v. Coordinate with the contractor-provided surveyor and verify general adequacy of surveying provided.
- vi. Coordinate with the City and/or WSDOT's utility and traffic signal operations and maintenance personnel as needed. Coordination with the railroad is NOT anticipated.

Materials Testing: Coordinate and manage materials testing sub-consultants for construction services, who will provide materials testing services as required. 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.

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.

Verification Survey: The Contractor shall provide construction staking for the project. Control has been provided in the bid documents. No construction staking has been provided as part of this scope. If verification of Contractor survey is needed by KPG Survey crews a supplement will be negotiated with the City prior to authorization of survey work.

TASK 5 – PROJECT CLOSEOUT

Record Drawings: This scope and budget does not include AutoCAD files. The Consultant shall review record drawings prepared by the Contractor for general information and pass the record drawings to the City.

Physical Completion Letter: The City shall issue Physical Completion.

Project Closeout: Transfer all project documents to the City for permanent storage.

TASK 6 – ENGINEERING SUPPORT DURING CONSTRUCTION

The Consultant provided design for the Academy Bike Lanes section of the project. Any questions or comments regarding the Consultant's scope of design shall be reviewed by the Consultant. Design questions outside of the Consultant's scope of work shall be directed to the Engineer of Record.

MANAGEMENT RESERVE

The services described under this task, and any other additional services requested by the City, will be performed only when authorized by the City. Authorization to perform additional services will be in the form of a supplement to this agreement, specifying the work to be performed, and basis of payment.

- Produce traffic advisories and other news releases at project milestones.
- Provide any additional services resulting from changes in scope or design of the project. Changes include, but are not limited to, changes in size, complexity, the schedule, character of construction, or method of financing.
- Preparation of award submittal for APWA, ASCE, and other agencies.
- Provide claims analysis and assistance in resolving claims that are protracted in nature and beyond the scope of the change order process described herein.
- Ribbon Cutting Ceremony: Conduct a ribbon cutting ceremony that provides information about the project elements and schedule, and that provides information about how to stay informed through the project. Handouts to be prepared for this task. Refreshments, tables, and other necessary items to be provided by the Consultant.
- Other activities deemed necessary by the City.

III. DELIVERABLES

- i. Preconstruction meeting agenda and minutes (Draft and Final)
- ii. Preconstruction Conference Minutes
- iii. Daily Reports
- iv. Test Reports
- v. Construction Photographs – 1 set, including preconstruction photographs
- vi. Weekly meeting minutes
- vii. Certificate of Substantial Completion with punchlist
- viii. Monthly Contractor pay requests
- ix. Cost Projections
- x. Physical completion letter and recommendation of final acceptance letter – BY CITY
- xi. All project records at the completion of the contract, including submittals, RFI's, change orders, correspondence, and other information.

EXHIBIT D**PRIME CONSULTANT COST COMPUTATIONS**

Client: City of Sumner

Project: Academy Bike Lanes and Town Center Construction Management

150 working day + 10 non-working days

DATE: June 2022

Task No.	Task Description	Labor Hour Estimate								Total Hours and Labor Fee Estimate by Task	
		Project Engineer II	Construction Manager	Resident Engineer	Construction Observer II	Document Control Specialist	Document Control Admin	Senior Admin	Office Admin		
		\$172.00	\$180.00	\$142.00	\$126.00	\$134.00	\$104.00	\$130.00	\$98.00	Hours	Fee
Task 1 Management/Coordination/Administration											
1.1	Project Management and Administrative Services		90						8	98	\$ 16,984.00
1.2	Prepare, Review, and Submit Monthly Invoices		8					16		24	\$ 3,520.00
Task Total		0	98	0	0	0	0	16	8	122	\$ 20,504.00
Task 2 - Preconstruction Services											
2.1	Administrative Services up to NTP					16				16	\$ 2,144.00
2.2	Pre-con Photos				8					8	\$ 1,008.00
2.3	Review Plans and Specs		8	40	40	24				112	\$ 15,376.00
2.4	Prepare Hard and Electronic Files					24				24	\$ 3,216.00
2.5	Prepare ROM					8				8	\$ 1,072.00
2.6	Prepare Pre-con Agenda					4				4	\$ 536.00
2.7	Pre-con Meeting		3	3	3	3				12	\$ 1,746.00
Task Total		0	11	43	51	79	0	0	0	184	\$ 25,098.00
Task 3 - Construction Management and Administration. NTP to Closeout (32 Weeks)											
3.1	Construction Management and Office Support @25 hrs/wk			800		800				1600	\$ 220,800.00
3.2	Certified Payrolls @ 3 hrs/wk						96			96	\$ 9,984.00
Task Total		0	0	800	0	800	96	0	0	1696	\$ 230,784.00
Task 4 - Field Inspection											
4.1	Construction Inspection @ 8.5 hrs/day				1275					1275	\$ 160,650.00
Task Total		0	0	0	1275	0	0	0	0	1275	\$ 160,650.00
Task 5 - Project Closeout											
5.1	Construction Management Closeout		2	80		80				162	\$ 22,440.00
5.2	Field Inspection Paperwork Closeout				40					40	\$ 5,040.00
Task Total		0	2	80	40	80	0	0	0	202	\$ 27,480.00
Task 6 - Engineering Support During Construction											
6.1	Engineering Support During Construction	40								40	\$ 6,880.00
Task Total		40	0	0	0	0	0	0	0	40	\$ 6,880.00
Total Labor Hours and Fee		40	111	923	1,366	959	96	16	8	3,519	\$ 471,396.00
Subconsultants											
Material Testing										\$	16,075.00
Subtotal										\$	16,075.00
Administrative Charge (5%)										\$	803.75
Total Subconsultant Expense										\$	16,878.75
Reimbursable Direct Non-Salary Costs											
Mileage at current IRS rate										\$	960.00
Reproduction Allowance										\$	1,000.00
Total Reimbursable Expense										\$	1,960.00
Total Estimated Budget										\$	490,234.75

City of Sumner
Academy Bike Lanes and Town Center
Construction Management

KPG Psomas Inc.

Summary of Negotiated Costs

Effective April 13, 2022 through Dec 31, 2022

Classification	Est Direct Salary	Office Overhead @173.37%	Fee @ 30% of DL	2022 Inclusive Rate
	Costs (DSC)	1.7337 Of DSC	30% of DSC	(Rounded to \$1)
Principal	93.91	162.81	28.17	285
Engineering Manager	82.73	143.43	24.82	251
Senior Engineer	70.35	121.97	21.11	213
Senior Project Engineer	64.91	112.53	19.47	197
Project Engineer II	56.59	98.11	16.98	172
Project Engineer I	48.23	83.62	14.47	146
Design Engineer	43.57	75.54	13.07	132
Engineering Technician	37.69	65.34	11.31	114
Technician	33.60	58.26	10.08	102
Engineering Assistant	30.23	52.40	9.07	92
Survey Manager	82.73	143.43	24.82	251
Survey Crew II (W/Equip)	82.00	142.16	24.60	249
Survey Crew I (W/Equip)	64.50	111.82	19.35	196
Project Surveyor	54.06	93.72	16.22	164
Senior Field Surveyor	44.90	77.84	13.47	136
Field Surveyor	40.74	70.63	12.22	124
Senior Survey Technician	45.12	78.22	13.54	137
Survey Technician	37.08	64.29	11.12	112
Survey Assistant	30.20	52.36	9.06	92
Urban Design Manager	66.02	114.46	19.81	200
Project Landscape Architect	49.85	86.42	14.96	151
Landscape Technician	33.48	58.04	10.04	102
Landscape Assistant	29.81	51.68	8.94	90
Senior Transportation Planner	59.93	103.90	17.98	182
Transportation Planner	37.54	65.08	11.26	114
Senior Construction Manager	80.76	140.01	24.23	245
Construction Manager	59.25	102.72	17.78	180
Senior Resident Engineer	52.00	90.15	15.60	158
Resident Engineer	46.95	81.40	14.09	142
Assistant Resident Engineer	42.79	74.19	12.84	130
Senior Construction Observer	70.00	121.36	21.00	212
Construction Observer III	47.00	81.48	14.10	143
Construction Observer II	41.50	71.94	12.45	126
Construction Observer I	33.28	57.70	9.98	101
Construction Technician	30.23	52.40	9.07	92
Document Control Specialist	44.24	76.70	13.27	134
Document Control Admin	34.32	59.50	10.30	104
Construction Assistant	24.96	43.27	7.49	76
CAD Manager	59.39	102.97	17.82	180
Senior CAD Technician	45.34	78.61	13.60	138
CAD Technician	39.09	67.77	11.73	119
Business Manager	58.52	101.46	17.56	178
Senior Admin	43.00	74.55	12.90	130
Office Admin	32.24	55.89	9.67	98
Office Assistant	27.04	46.88	8.11	82
Subs billed at cost plus 5%.				
Reimbursables billed at actual costs.				
Mileage billed at the current approved IRS mileage rate.				