

## **RESOLUTION 2023-I**

### **A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, APPROVING SUPPLEMENTAL AGREEMENT NUMBER 1 FOR CONSTRUCTION MANAGEMENT SERVICES OF THE CARTER STREET WEST PROJECT**

**WHEREAS**, on August 8, 2022 the Town Council approved Resolution 2022-QQ for the execution of a professional services consultant agreement (“Agreement”) with KPG, Psomas for Plans, Specifications and Estimates of the Carter Street West full depth reclamation project; and

**WHEREAS**, KPG, Psomas has completed the bid documents for this project and this supplement will provide for construction management services; and

**WHEREAS**, the Agreement approved by Resolution 2022-QQ, had a Maximum amount payable of \$60,245.95 and Supplemental Agreement Number 1 increases this by \$24,145.94 as referenced in Exhibit A attached hereto; and

**WHEREAS**, the Town of Eatonville desires to enter into Supplemental Agreement Number 1, which increases the contract Maximum Amount Payable to \$84,391.89 to allow for construction management services during construction; now, therefore;

### **THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**THAT:** The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, the attached Supplemental Agreement Number 1 to the professional services consultant agreement with KPG, Psomas, as attached hereto as Exhibit A.

**PASSED** by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 23<sup>rd</sup> day of January 2023.

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David Baublits, Mayor

ATTEST:

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Miranda Doll, Town Clerk



**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number</b> <u>1</u>		Organization and Address	
Original Agreement Number		KPG Psomas Inc. 2502 Jefferson Ave Tacoma, WA 98402 Phone: 253-627-0720	
Project Number 9EAT010200	Execution Date	Completion Date 09/30/2023(New)	
Project Title Carter Street W Full Depth Reclamation	New Maximum Amount Payable \$ 84,391.89		
Description of Work KPG Psomas Inc. will provide construction management services described in the attached Exhibit A Scope of Work.			

The Local Agency of Town of Eatonville  
desires to supplement the agreement entered in to with KPG Psomas Inc.  
and executed on 08/09/2022 and identified as Agreement No. \_\_\_\_\_  
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:  
See Exhibit A Scope of Work.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: September 30, 2023 (New Completion Date)

**III**

Section V, PAYMENT, shall be amended as follows:

Original contract (\$ 60,245.95) + Supp 1 (\$ 24,145.94) = \$84,391.89 (New Contact Amount)  
See attached Exhibit B Cost Computations.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.  
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Nate Mozer By: \_\_\_\_\_

 \_\_\_\_\_  
Consultant Signature Approving Authority Signature

\_\_\_\_\_  
Date

## EXHIBIT A

# Town of Eatonville Carter Street W Full Depth Reclamation Supplement #1 Construction Management Services

KPG Psomas Inc.  
Scope of Work  
December 19, 2022

This work will provide construction management services for construction of the Carter Street W Full Depth Reclamation project. Improvements to be performed on Carter Street W from Antonie Avenue N to Orchard Ave N include pavement reconstruction using full depth reclamation and asphalt overlay, constructing ADA-compliant curb ramps, minor stormwater improvements, property restoration, and other work in accordance with the Plans and Contract Provisions.

A detailed scope for the Contract follows:

## INTRODUCTION

KPG Psomas has completed bid documents for the Project. This supplement will provide for construction management services. The following scope of services and associated costs are based upon the assumptions outlined below.

### General Assumptions:

- The CONSULTANT will include one part-time resident engineer at 1 hours a day, one part-time inspector which includes 55 hours of inspection for the project and a part-time documentation specialist at 1-2 hours a day. There will be a material testing provided by the Consultant.
- The CONSULTANT'S level of service is based on project duration of approximately **25 working days of construction**. A material procurement suspension may occur following the Notice to Proceed.
- The CONSULTANT will develop, manage, and deliver a completed Record of Materials (ROM).
- The TOWN will review and execute the insurance, bonds and the Construction Contract.
- All Community Outreach will be completed by the TOWN.
- The TOWN will manage affidavits of wages paid.
- The Consultant will review certified payrolls.
- The CONSULTANT will review RAM's, shop drawings, and answer RFI's. These services will be performed in accordance with the Contract Plans & Special Provisions, WSDOT Local Agency Guidelines (LAG), the WSDOT Construction Manual, and Town of Eatonville engineering standards.
- The CONSULTANT shall inspect franchise utility relocation as necessary.
- Engineering support will be tracked and administered through the remaining funds of the design Contract between the TOWN and CONSULTANT.

## EXHIBIT A

### TASK 5: 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 Town by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as may be amended or revised, that all the required Project documentation is accounted for.

#### 5.1 – MANAGEMENT / COORDINATION / ADMINISTRATION

Provide monthly invoicing reports. This effort will include the following elements:

- Review monthly expenditures and Construction Management (CM) team scope activities. Prepare and submit project progress letters to the Town along with invoices describing CM services provided each month.

##### *Task 5.1 Deliverables:*

- Monthly invoices

#### 5.2 – ADMINISTRATIVE SERVICES UP TO NTP

- 5.2.1 **Pre-Construction Conference:** The Consultant will prepare an agenda for, distribute notices of, and conduct a Pre-Construction Conference in the Town's offices or virtually if necessary. The Consultant's design engineer, resident engineer, inspector, and document control specialist will attend the Pre-construction 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.

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

- 5.2.2 **Pre-Construction Photos:** The inspector shall walk the project site prior to the beginning of construction to inspect existing conditions and take photos for the project records.
- 5.2.3 **Review Plans and Specification:** The Consultant will review the Contract plan and specification prior to the start of construction.
- 5.2.4 **Prepare Hard and Electronic Files:** The Consultant will prepare all necessary files to administer the project. A copy of the files, both hard and electronic, will be given to the Town at the completion of the project.
- 5.2.5 **Prepare ROM:** The Consultant will prepare and maintain the ROM in accordance with the Contract Plans & Special Provisions and Town of Eatonville engineering standards.
- 5.2.6 **Prepare Pre-construction Agenda:** The Consultant will prepare the pre-construction agenda in accordance with the Contract Plans & Special Provisions and Town of Eatonville engineering standards.

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- 5.2.7 **Prepare Templates:** The Consultant will prepare all necessary templates as required by the Contract.

*Task 5.2 Deliverables:*

- Pre-Construction conference agenda with meeting minutes
- Pre-Construction photos
- Project files upon completion
- Prepared and Tracked Record of Material (ROM)
- Project Specific Templates

### TASK 5.3 – CONSTRUCTION MANAGEMENT – NTP TO CLOSEOUT

- 5.3.1 **Document Control.** Original documentation will be housed at the Consultant's office and filed in accordance with standard filing protocol. Document Control will consist of the following:

- 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
- KPG Psomas's inspector to visually verify materials on site or Contractor to provide documentation as needed/ required.
- **Project Coordination:** Liaison with Town and Contractor as needed/ requested by Town to discuss project issues and status.
- **Plan Interpretations:** Provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications as related to the civil scope. Coordinate with Town for resolution of issues involving scope, schedule, and/or budget changes.
- **Weekly Meetings:** Consultant will lead weekly meetings through completion of the project, 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 schedule review of Contractor provided CPM for conformance with the Contract Documents.
- **Submittals:** Submittals will be logged, distributed, and tracked as they are received. Coordinate review process for samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the Contract

## EXHIBIT A

Documents. Distribute as necessary to the appropriate representatives for review and approval.

- **Request for Information (RFI):** Consultant will assess and distribute RFI's to the appropriate representatives for review. RFI's shall be logged and tracked by the Consultant.
- **Lump Sum Breakdown:** Evaluate 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.
- **Monthly Pay Requests:** Prepare monthly requests for payment based on inspection staff (KPG Psomas and Town) provided documentation, review with the Town, and Contractor. Town to approve and distribute. Utilize Town-provided format for pay estimates, or Consultant format.
- **Change Management:** Develop and track RFP's, field work directives, and change orders and provide technical assistance to negotiate changes and assist in resolution of disputes which may occur during the course of the project. Change management will be logged and tracked by Consultant.

### *Task 5.3 Deliverables:*

- Document Control

## TASK 5.4 – FIELD INSPECTION

- 5.4.1 **Inspection:** The Consultant shall provide the services of one (1) part-time inspector during construction activities. Consultant staff shall periodically check the progress of work on the project site and will provide day-to-day contact with the Contractor and the Town.

The Consultant's 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 Contractor, Town, 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. Inspect material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes and notify Contractor of noncompliance.
- iii. Document all material delivered to the job site.
- iv. Prepare inspection reports, recording the 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. Prepare field records and documents to help assure the Project is administered in accordance with funding agency requirements. The Contractor will provide

## EXHIBIT A

measurement and payment information to the Consultant for development of monthly pay estimates.

- vi. Attend and actively participate in regular weekly construction meetings.
- vii. Take periodic digital photographs during the course of construction, and record locations.
- viii. Identify and review franchise utility relocations.
- ix. Monitor the Contractor's temporary traffic control operations for compliance with the Contract Documents and Town Standards.
- x. Punch List: Upon substantial completion of work, coordinate with the Town and affected agencies, to prepare a 'punch list' of items to be completed or corrected.

### *Assumptions:*

- The Consultant will provide observation services periodically as need for critical aspects of work. The Inspector's work schedule will be approved by the Town. The inspector may not be on-site daily depending on the work being performed.
- The Consultant's monitoring of the 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 remedies in the interests of the Town, as detailed in the Contract Documents. The Consultant cannot guarantee the Contractor's 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 Town's expectations.
- **Substantial Completion:** Upon substantial completion of work, the Consultant will coordinate with the Town and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punch list' of items to be completed. A punch list and Certificate of Substantial Completion will be prepared by the Consultant and issued by the Town.

### *Task 5.4.1 Deliverables:*

- Construction Reports with project photos – submitted on a weekly basis
- Punch List, Certificate of Substantial Completion

## TASK 5.5 – PROJECT CLOSEOUT

**5.5.1 Construction Office Support:** The Consultant will prepare final project reports for the Town that includes:

- Final Estimate (Approving Authority File)
- Comparison of Preliminary and Final Quantities (Approving Authority File)
- Record of Material Samples and Tests

**5.5.2 Field Paperwork:** The inspector will review the Contractor provided redlines for accuracy and will confirm all paperwork submitted is in accordance with Contract and Town standards.

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**5.5.3 Deliver Documentation to the Town:** The Consultant will prepare and deliver all necessary project files to the Town upon completion of the Project if requested.

- Meeting agendas and notes
- Monthly pay estimates
- Subcontractor Packets
- Physical Completion Letter
- Final project documents

*Task 5.5 Deliverables:*

- Hard and electronic Project files

### TASK 5.6 – MATERIAL TESTING

5.6.1 **Subcontract with Material Tester:** The Consultant will contract with a 3<sup>rd</sup> party material testing firm to provide all material testing as required by the Project plans and specification. The Consultant will coordinate all testing required to the Contract.

5.6.2 **Invoicing:** The Consultant will review invoices received from the material testing firm for accuracy and approve monthly invoices.

*Task 5.6 Deliverables:*

- Contract with, coordinate, and schedule all testing required by the Contract
- Manage monthly invoices received from the material testing firm

### TASK 5.7 – ENGINEERING SUPPORT SERVICES

The Consultant will provide engineering support services during the construction period as requested by the Town.

5.7.1 The Consultant will issue design changes when required. Revised plan drawings will be provided. Design revisions required due to error or omission will be provided at no cost to the Town.

*Task 5.7 Deliverables:*

- Issue design revisions as needed





## EXHIBIT B

### PRIME CONSULTANT COST COMPUTATIONS

Client: Town of Eatonville

Project Name: Carter Street W Full Depth Reclamation

KPG Psomas Inc. Project Number: 9EAT010200

Date: 12/19/2022

Task No.	Task Description	Labor Hour Estimate						Total Hours and Labor Fee Estimate by Task	
		Construction Manager	Resident Engineer	Construction Observer I	Document Control Specialist I	Document Control Admin	Senior Admin		
		\$61.00	\$51.00	\$35.00	\$40.00	\$34.32	\$44.00	Hours	Fee
Task 5 - Construction Services									
5.1	Management/Coordination/Administration	4					4	8	\$ 420.00
5.2	Administrative Services up to NTP		8	8	8			24	\$ 1,008.00
5.3	Construction Management - NTP to Closeout		25		32	10		67	\$ 2,898.20
5.4	Field Inspection			55				55	\$ 1,925.00
5.5	Project Closeout		8		20			28	\$ 1,208.00
5.6	Materials Testing						2	2	\$ 88.00
5.7	Engineering Support Services							0	\$ -
Task Total		4	41	63	60	10	6	184	\$ 7,547.20
Total Labor Hours and Fee		4	41	63	60	10	6	184	\$ 7,547.20
ICR Overhead @ 1.7337% =									\$ 13,084.58
Fixed Fee @ 30% =									\$ 2,264.16
Total KPG Psomas (DL + OH + Fixed Fee) =									\$ 22,895.94
Subconsultants									
Materials Testing								\$	1,000.00
Subtotal								\$	1,000.00
Administrative Charge (5%)								\$	50.00
Total Subconsultant Expense								\$	1,050.00
Reimbursable Direct Non-Salary Costs									
Mileage at current IRS rate								\$	200.00
Reproduction Allowance									
Total Reimbursable Expense								\$	200.00
Total Estimated Budget								\$	24,145.94