

RESOLUTION 2022-Y

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AND PROJECT ADMINISTRATION ASSISTANCE AGREEMENT WITH KPG, PSOMAS INC. FOR SR 161/WASHINGTON AVE N. CORRIDOR STREETSCAPE PROJECT PHASE 2

WHEREAS, the Town Council approved Resolution 2022-T on April 11, 2022, for consulting services for construction management of SR 161/Washington Ave N phase 2 not to exceed \$404,417.91; and

WHEREAS, due to circumstances beyond the control of both the Town and the Consultant, additional time has been and will continue to be needed to manage the project through completion; and

WHEREAS, the Town of Eatonville wishes to utilize additional funds from the electric and REET funds to cover the cost of this agreement; and

WHEREAS, the Town contracted with KPG, P.S. for Phase 1, the design and management of Phase 2 of the project and it is in the best interest of the project to continue to utilize them for completion of Phase 2; 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 consultant agreement, attached hereto as Exhibit A, with KPG, Psomas Inc. for Project Administration Assistance for SR161/Washington Ave Corridor Streetscape Project Phase 2, not to exceed \$102,025.70.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 12th day of June 2023.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

RESOLUTION 2022-Y

**TOWN OF EATONVILLE PROFESSIONAL SERVICE &
PROJECT ADMINISTRATION ASSISTANCE AGREEMENT**

THIS Agreement is made effective as of the ____ day of _____, 20__, by and between

TOWN OF EATONVILLE, WASHINGTON (“TOWN”)

210 Center Street West

P.O. Box 309

Eatonville, WA 98328

Contact:

Phone: 360.832.3361 Fax: 360.832.3977

Email:

and

KPG Psomas Inc. (“CONSULTANT”)

2502 Jefferson Avenue

Tacoma, WA 98402

Contact: Terry Wright

Phone: 253-627-0720 Fax: N/A

Tax Id No.: 95-2863554

for professional services in connection with the following Project:

Washington Ave Phase 2

Additional Construction Management Services

TERMS AND CONDITIONS

1. Services by Consultant

- A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit A using task authorizations formatted as set forth in Exhibit B, both which are attached hereto and incorporated into this Agreement. The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the Town. The Consultant is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the Town or others in relation to the work.
- B. The Town may from time to time require changes or modifications in the Scope of Work. Such work will be considered as 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 Town. Any dispute as to whether work is Extra Work or work already covered under this Agreement shall be mutually resolved by the parties before the work is undertaken.
- C. The Consultant shall make revisions and changes in the completed work of this Agreement as are necessary to correct Consultant’s errors, when required to do so by the Town, without additional compensation.

2. Schedule of Work

- A. The term of this contract shall expire on December 31, 2023. If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.
 - B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.
3. **Compensation** The Consultant shall be paid by the Town for services rendered under this Agreement as follows:
TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$ 102,025.70 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit B
4. **Payment**
- A. Consultant shall maintain time and expense records and provide them to the Town monthly, along with monthly invoices in a format acceptable to the Town for work performed to the date of the invoice.
 - B. All invoices shall be paid by Town within sixty (60) days of receipt of a proper invoice. Finance charges, computed by a "Periodic Rate" of 1% per month, which is an annual percentage rate of 12% (applied to the previous month's balance after deducting payments and credits for the current month), will be charged on all past-due amounts unless otherwise provided by law or by contract.
 - C. The Consultant and its Subconsultants shall keep available for inspection, by the Town, for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement. If any litigation, claim, or audit is started before the expiration of the three-year retention period, the records shall be retained until litigation, claims, or audit findings involving the records have been resolved. The three-year retention period starts when the Consultant receives final payment.
 - D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. Town may withhold payment for such work until the work meets the requirements of the Agreement.
5. **Non-Discrimination and Compliance with Laws**
- A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, gender, marital status, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
 - B. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
 - C. Consultant shall obtain a Town of Eatonville business license prior to receipt of written Notice to Proceed.
 - D. Violation of this Paragraph 5 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by Town, in whole or in part, and may result in ineligibility for further work for Town.

6. Suspension and Termination of Agreement

The parties reserve the right to terminate this Agreement at any time upon not less than ten (10) days' written notice to the other party in accordance with the subparagraphs below:

- A. In the event this Agreement is terminated by the Town other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost for work completed under any current task authorizations at the time of the 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 Notice to Terminate unless otherwise agreed. If the accumulated payment made to the Consultant prior to the Notice of Termination equals or exceeds the total amount that would be due as set forth herein above, including any and all extra work, then no final payment shall be due, and the Consultant shall immediately reimburse the Town for any excess paid.
- B. In the event the services of the Consultant are terminated by the Town for actual fault on the part of the Consultant, the above stated formula for payment shall not apply. In such an event the amount to be paid shall be determined by the parties with reasonable 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 completed by the Consultant in accordance with the standard of care stated herein prior to the date of termination; the cost to the Town of employing another firm to complete the remaining work required and the time which may be required to do so; and other factors which affect the value of the work performed at the time of termination; provided, however, Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. The Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the formula set forth in subsection A had been applied.
- C. The Town may suspend this Agreement, at its sole discretion, upon not less than 5 days' written notice to Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

8. Ownership of Work Product

- A. Except as otherwise provided herein, all data materials, reports, memoranda, and other documents developed under this Agreement shall become the property of Town, shall be forwarded to Town

at its request, and may be used by Town as it sees fit, provided that payment has been made to the Consultant per the terms of this Agreement. Town agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefrom.

- B. The Consultant shall provide the Town with electronic copies of the project documents, in accordance with the task authorization, in any of the following formats: Adobe Portable Document Format (PDF), AutoCAD® Drawing Web Format (DWF) or JPEG (JPG).
- C. Methodology, materials, software, logic, and systems developed outside of task authorizations, or were pre-existing to any task authorizations, remain the property of the Consultant, and may be used as the Consultant sees fit, including the right to revise or publish the same without limitation.

9. Indemnification/Hold Harmless

- A. Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder. All work shall be done at Consultant's risk. To the fullest extent permitted by law and subject to the following conditions, Consultant agrees to indemnify, defend, save and hold harmless the Town, its elected and appointed officials, employees and agents (defined in this paragraph as "Indemnified Parties") from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses, incurred in connection therewith, arising out of, or in connection with, or incident to, the negligent acts or omissions of Consultant, its Subcontractors of any tier, their agents, and anyone directly or indirectly employed by them or anyone for whose acts they are liable (defined in this paragraph as "Indemnitor" or "Indemnitors").
- B. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against Consultant, the Town retains the right to participate in said suit if any principle of public law is involved. Consultant agrees to being added by the Town as a party to any arbitration or litigation with third parties in which the Town alleges indemnification or contribution from Consultant, any of its Subcontractors of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Consultant agrees that all of its Subcontractors of any tier will, in their subcontracts, similarly stipulate; in the event any does not, Consultant shall be liable in place of such Subcontractor(s) of any tier.
- C. To the fullest extent allowed by law, this indemnity and hold harmless shall include any claim made by an employee of Consultant or Subcontractor or agent of Consultant, even if Consultant is thus otherwise immune from liability pursuant to Title 51 RCW. Consultant for itself, and its Subcontractors and agents, specifically and expressly waive the right to assert against the indemnities any immunity that may be granted it under the Title 51 RCW. Consultant shall include such waiver in all agreements with Subcontractors. Consultant specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Consultant provide the broadest scope of indemnity permitted by RCW 4.24.115, when applicable.
- D. Neither this paragraph nor any other part of this Agreement shall obligate Consultant to defend or indemnify against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Indemnified Parties, their agents or employees; provided that Consultant shall be obligated to indemnify against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) an Indemnified Party or the its agents or employees, and (b) Indemnitors, to the extent of Indemnitors' negligence.

10. 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 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Town shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Town.
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 Town. Any insurance, self-insurance, or insurance pool coverage maintained by the Town 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 Town.

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 Town 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.

11. Assigning or Subcontracting

Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the Town, which consent may be withheld in the sole discretion of the Town.

12. Employment; Independent Contractor

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract and that the Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Town shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. Consultant is and shall be at all times during the term of this Agreement an independent contractor. The Consultant, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to Town employees. Any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged in the work or services provided or to be rendered herein, shall be the sole obligation and responsibility of the Consultant. The Consultant, subcontractors, agents and employees shall not have the authority to bind Town in any way except as may be specifically provided herein.
- C. The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of the Town except regularly retired employees, without written consent of the Town.

13. Notice

Any notices required to be given by the Town to Consultant or by Consultant to the Town shall be in writing and delivered to the parties at the following addresses:

Town:

Consultant:

Seth Boettcher
Town Administrator
210 Center Street West
P.O. Box 309
Eatonville, WA 98328

Terry Wright
Vice President
2502 Jefferson Avenue
Tacoma, WA 98402

Phone: 360.832.3361
Fax: 360.832.3977

Phone: 253-627-0720
Fax: N/A

14. Disputes

The parties shall make a good faith effort to resolve disputes in connection with the work prior to initiating legal action. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

15. Attorneys Fees

In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

16. Extent of Agreement/Modification

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

17. Execution and Acceptance.

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The parties do hereby accept the Agreement and agree to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year first written below.

TOWN OF EATONVILLE

CONSULTANT

By: _____
David Baublits
Mayor

Date: _____

Attest:

By: _____
Miranda Doll
Town Clerk

By: _____

Name: Terry Wright

Title: Vice President

Date: _____

EXHIBIT A Scope of Work

Town of Eatonville SR 161/Washington Ave N. Corridor Streetscape Project Phase 2 Project Administration Assistance

KPG Psomas Inc.
Scope of Work
April 20, 2023

This agreement will provide construction management services for construction of the SR161/ Washington Ave N Corridor Streetscape Project Phase 2. Improvements to be performed include removal of existing pavement; temporary erosion and water pollution control; installation of new illumination system and RRFB; storm drainage and water line improvements; construction of retaining walls, curb, gutter, and sidewalk; installation of street trees in tree grates; urban design amenities; property restoration; installation of new channelization and permanent signing; and other work in accordance with the Plans and Contract Provisions.

A detailed scope for the Contract follows:

1.2 INTRODUCTION

Due to circumstances beyond the control of the Consultant additional time has been and will continue to be needed to manage the project. There have been multiple conflicts that have increase the burden to manage the project. These include unknown utility conflicts, and a Contractor who challenges every aspect of documentation and disagrees with our interpretation of the Contract regarding the temporary lighting system. The Contractor has also filed two intents to claim which will take additional time to address. These have caused extended discussions beyond what could have been reasonably expected.

The following scope of services and associated costs are based upon the original scope of work and will require a similar effort to perform. Assumptions are as outlined below.

General Assumptions:

- Based on information provide by the Owner this agreement is funded with only local funding and will not increase the total dollar amounts required for DBE's.
- The CONSULTANT'S original level of service was based on a project duration of 120 working days of construction. Based on current estimates we foresee an additional 15 working days being added to the Contract. Additionally, there have been over 50 non-working days due to weather and contract negotiations that did not require inspection but did require continued engagement of the resident engineer and documentation specialist.
- 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.

2.2 SCOPE OF WORK

EXHIBIT A 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, and ultimately that the Town receives a successful review by WSDOT Local Programs at the end of the Project.

TASK 1 – CONSTRUCTION MANAGEMENT – NTP TO CLOSEOUT

- **Document Control.** Original documentation will be housed at the Consultant's office and filed in accordance with standard filing protocol. A copy of working files will be maintained in the field office. Document Control 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
 - Materials Certification
 - KPG's inspector to visually verify materials on site or Contractor to provide documentation as needed/ required.
 - Release for the Protection of Property Owners and General Contractor
- **Project Coordination:** Liaison with Town, Contractor, Designer, Utilities, and property owners 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.
- **Submittals:** Submittals will be logged, distributed, and tracked as they are received. Coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with

EXHIBIT A Scope of Work

the contract 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.
- **Monthly Pay Requests:** Prepare monthly requests for payment based on inspection staff (KPG and Town) provided documentation, review with the Town, ARC for the Town, and Contractor. Town to approve and distribute. Utilize Town-provided format for pay estimates, or Consultant format.
- **Monthly Schedule Review:** Perform schedule analysis on Contractor-provided CPM updates and review schedule for delays and impacts. Coordinate with the Town in the development of possible recovery schedules, as needed, to address delays caused by either events or issues within the Contractor's control or other events or issues beyond the Contractor's control.
- **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 provided by Town staff on site upon request.
- **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 1 Deliverables:

- Document Control

TASK 2 – FIELD INSPECTION

- **Inspection:** The Consultant shall provide the services of one (1) full-time inspector during construction activities. Consultant staff shall oversee the 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 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, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.
- ii. 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 in accordance with the LAG Manual & Construction Manual.
- iv. Prepare daily 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. All daily

EXHIBIT A Scope of Work

inspection reports will adhere to WSDOT Local Agency Guidelines & Construction Manual.

- v. Prepare field records and documents to help assure the Project is administered in accordance with funding agency requirements. The Contractor will provide 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. Coordinate with the Town's traffic operations and maintenance personnel.
- 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. Coordinate final inspection with those agencies.

Assumptions:

- The Consultant will provide observation services for 8 hours a day; the time that the Contractor's personnel are on-site. The Inspector's work schedule will be approved by the Town. One additional hour a day will be required to complete field paperwork.
- 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.
- If this project involves multiple site locations and multiple work zones, the Consultant's Inspector will monitor traffic control operations when on site. The Town will approve traffic control plans and assist with monitoring traffic control operations.
- **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 2 Deliverables:

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

TASK 3 – MATERIAL TESTING AND CGSWP REPORTING (HWA)

EXHIBIT A Scope of Work

- **Subcontract with Material Tester:** The Consultant will contract with a 3rd 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.
- HWA will provide stormwater testing as required to meet
- **Invoicing:** The Consultant will review invoices received from the material testing firm for accuracy and approve monthly invoices.

Task 3 Deliverables:

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

ADDITIONAL SERVICES

Additional services requested by the Town will be performed only when authorized by the Town. Authorization to perform additional services will be in writing, specifying the work to be performed, and basis of payment. Items such as Community Outreach (except as completed on a day-to-day basis by the inspector and resident engineer), Public Meetings, claims analysis, surveying, services during shutdown periods of non-working days, and services for extended working days are examples of possible additional services. This fee is based on 10 days prior to construction, a 120 working day contract, and 20 days for closeout, 8-hour days. **Additional extension of days will be approximately \$2700.00 per day.**

EXHIBIT B - Billing Rates and Reimbursable

PRIME CONSULTANT COST COMPUTATIONS

Client: Town of Eatonville

Project: Washington Ave. Streetscape STPUL-016(013)

KPG Psomas Inc. Project Number: 21145

50 days added from non-working and additional working days

Date: 4/19/2023

Job #: 21145 - Supplement 1

Task No.	Task Description	Labor Hour Estimate								Total Hours and Labor Cost Computations by Task	
		Principal	Design Engineer I	Construction Manager	Senior Resident Engineer	Construction Observer I	Document Control Specialist II	Document Control Admin	Office Admin		
		93.91	44.00	61.00	56.75	35.00	47.00	34.32	34.00	Hours	Totals
Task 1 - Construction Management (CM) and Administrative Services.											
1.1	Construction Management Office Support				250		300			550	\$ 28,287.50
1.2	Certified Payrolls							30		30	\$ 1,029.60
1.3	Engineering Support									0	\$ -
Task Total		0	0	0	250	0	300	30	0	580	\$ 29,317.10
Task 2 - Field Observation											
2.1	Construction Inspection (15 additional working days)					120				120	\$ 4,200.00
Task Total		0	0	0	0	120	0	0	0	120	\$ 4,200.00
Total Labor Hours and Fee		0	0	0	14,188	4,200	14,100	1,030	0	700	\$ 33,517.10
ICR Overhead @ 1.7337% =										\$ 58,108.60	
Fixed Fee @ 30% =											
Total KPG Psomas (DL + OH + Fixed Fee) =										\$ 91,625.70	
Subconsultants											
Task 3 - CGSWP Reporting 13 Reports @ \$800										\$ 10,400.00	
										Subtotal	
										\$ 10,400.00	
Administrative Charge (5%)											
Total Subconsultant Expense										\$ 10,400.00	
Reimbursable Direct Non-Salary Costs											
										Mileage at current IRS rate	
										Reproduction Allowance	
Total Reimbursable Expense										\$ -	
Total Estimated Budget										\$ 102,025.70	