



PROFESSIONAL SERVICES AGREEMENT
Juanita Drive Multi-Modal, Intersection, and Safety Project – Inspection
Services
STC089, NMC090

The City of Kirkland, Washington, a municipal corporation ("City") and KPG Psomas, whose address is P.O. Box 51463, Los Angeles, CA, 90051 ("Consultant"), agree and contract as follows.

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$1,279,067.96, as detailed in Attachment B.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by

the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Project Engineer for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is December 31, 2025.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Contractor 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 in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose 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.

X. LIABILITY INSURANCE COVERAGE

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 failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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 as least as broad as 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 as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
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 and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

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 services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

XVII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. ASSIGNMENT AND SUBCONTRACT

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XX. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

Signature: *Terry Wright*
Terry Wright (Feb 7, 2024 16:11 PST)

Printed Name: Terry Wright

Title: Vice Principals

Date: Feb 7, 2024

CITY OF KIRKLAND:

Signature: *James Lopez*
James Lopez (Feb 16, 2024 14:05 PST)

Printed Name: James Lopez
(Type City Staff Name)

Title: Deputy City Manager

Date: Feb 16, 2024

EXHIBIT A-1

CITY OF KIRKLAND

**Juanita Drive Multi-Modal, Intersection & Safety Improvements Construction
Management & Construction Inspection**

**JOB. NO. 39-23-PW
CIP NO. STC-0089**

SCOPE OF WORK

This scope provides construction management, inspection, and engineering support throughout the construction phase of the Juanita Drive Multimodal, Intersection, and Safety Improvements project. Support is divided between Schedule A – General and Schedule B – Northshore Utility District (NUD).

Tasks 500 and 700: Onsite Observation and Material Testing for Schedule B (NUD) are not included in this Scope and Fee.

Tasks 100, 300, 400, 600, and 900: These Tasks support Schedules A and B. The City and NUD will agree on a percentage of the Consultant’s total invoice amount per Task (100, 300, 400, 600, and 900) for the City to bill NUD for reimbursement.

A. PROJECT DESCRIPTION/SUPPORT ASSUMPTIONS BY TASK/BACKGROUND

Project Description

The project improves Juanita Drive from 79th Way NE to 133rd Pl. Work includes roadway widening, retaining walls, curb and gutter, sidewalks, drainage, illumination, landscaping, water and sewer improvements, and a rapid flashing beacon at NE 124th St. Businesses are concentrated on the south end of the project, with single and multifamily residential throughout.

Support Assumptions by Task: Duration and Hours (December 2023 to April 2026: 28 Months)

Shared Tasks

“Bold Italics” such as ***CITY*** represents Task ownership. If a Task is not identified with bold italics, the task is shared between the Consultant, applicable Subconsultants, and the CITY as described herein.

Task 100: Management/Coordination/Administration (28 months)

Starts on or about mid-December 2023 and lasts the duration of the project, approximately 28 months, through closeout, concluding on or about April 2026.

Task 100	Assumed Hours per Month	Months	Total Hours
Project Manager	0	28	0
Sr. Resident Engineer	0.5	28	14
Business Manager	1	28	28
Sr. Admin	1	28	28

Task 200: Pre-Advertisement Support up to Bid Date

All tasks associated with task 200 will be performed by the **City**.

Task 300: Construction Services to Contractor Notice to Proceed (NTP)

Starts on or about mid-December 2023 and concludes on February 27, 2024, the anticipated Construction (NTP) date.

Task 300	3 Months Total
Project Manager	0
Sr. Resident Engineer	36
Resident Engineer	80
Construction Observer 1	100
Sr. Documentation Specialist	80
Doc. Control Specialist 1	300

Task 400: Construction Services

NTP to Substantial Completion (270 Working Days, or 12 Months). February 27, 2024, to on or about April 2025.

Task 400	Assumed Hours Per Month	Over 12 Months: Total
Principal	0.83	10
Project Manager	0	0
Sr. Resident Engineer	3.33	192
Resident Engineer	180	2,160
Sr. Documentation	26.33	316
Doc. Control Specialist 1	86.67	1040

Task 500: Provide Onsite Observation

NTP to Substantial Completion (270 Working Days or 12 Months). February 27, 2024, to on or about April 2025.

Task 500	Over 270 WD: Total	Over 90 WD: Total
Construction Observer I	2,430	
Construction Observer III		80

The hours shown in the Table above are for Schedule A only, as NUD is contracting out separately for Construction Observation of their water and sewer infrastructure.

One Construction Observer supports the project for each of the 270 Working Days or 2,430 hours. A second Construction Observer will support the project as needed to accommodate multiple concurrent Contractor activities and/or third-party utility relocations. For budgeting purposes, the second Observer is anticipated for 10 days or 80 hours. The primary Construction Observer is budgeted to support the project 9 hours per day on average. The extra hour, beyond an 8-hour shift, will help to ensure an adequate budget for inevitable overtime by the Contractor, onsite work that is permitted to occur during weather days granted to the Contractor, and to ensure adequate office time in assistance with monthly pay estimates and maintaining updated daily reports.

Task 600: Close Out (2 months)

From Substantial Completion to Final Completion, the budget assumes the following.

Task 600	Over 2 months: Total
Project Manager	0
Sr. Resident Engineer	40
Resident Engineer	220
Construction Observer 1	160
Sr. Documentation	180
Doc. Control Specialist 1	180

TASK 700: MATERIALS TESTING

NTP to Substantial Completion; KPG Psomas hours are distributed amongst other Tasks.

This task is for Schedule A only as NUD is contracting out separately for Construction Observation of their water and sewer infrastructure.

Task 800: PSIFE (12 months)

All tasks, including PSIFE progress payments, monthly walkthroughs, and all other work related to PSIFE tasks, beyond the initial planting and establishment inspection, will be performed by the **CITY**

Task 900: Engineering Support

On or about March 2024 to April 2026, the hours for the Engineering Support are assumed below.

Additional EOR support is provided in this scope as follows:

1. Use the Contractor's Record Drawings to produce a complete set of computer-aided drafting (CAD) Contract Drawings. The CAD drawings will be electronically transferred to the City.
 - o CAD Tech: 159 sheets (0.50 hours per sheet) yield 80 hours. Round up to 100 hours.
2. Provide spot check on Contractor survey and control for utility relocations.
 - o Hours are assumed for a reasonable budget for support as needed.
3. Support City or NUD-initiated design changes.
 - o Hours are assumed for a reasonable budget for support as needed.
4. RFI and Serial letters support relative to input needed from the EOR.
 - o Hours are assumed for a reasonable budget for support as needed.
5. Attend 15 weekly coordination meetings and site visits in addition to the 16 budgeted in (19065 Amendment 6).
 - o Assume 4 hours per each of the 15 meetings and site visits for 60 hours.

Task 900 Total	Sr. Project Engineer	Project Engineer	Survey Crew w/Equipment	Sr. CAD Technician
900.1 - Record Drawings	24	24		100
900.2 - Spot Check Contractor Survey and Control for Utility Relocations	8	16	40	
900.3 – City Initiated Design Change	24	24	24	24
900.4 – RFI and Serial Letter support	40	40		

900.5 – Attend 15 weekly coordination and site meetings	30	30		
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TASK 1000: MANAGEMENT RESERVE

There is no management reserve included in this budget. City acknowledges that changes in scope may require a supplement in order to have sufficient budget to complete any additional work, including support during suspensions, change orders adding contract time, significant accumulation of non-working days due to weather or other circumstances, change management and claim support, or other factors which may extend the Construction Management effort beyond the scope contained in this estimate.

For estimate purposes, the approximate cost per day for additional support is \$4,000/day.

Background

These services are intended to assist the CITY to administer the contract for construction performed by the CITY Contractor, confirm that the Contractor’s work is in general conformance with the Contract Documents, and assist in responding to events that occur during construction. These services are based upon the understanding that the CITY will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, assist with inspections, and perform other actions necessary for the completion of the construction.

Contract Documents

Contract Documents refer to the construction contract documents between the CITY and the Contractor. These documents include the project plans, specifications, change orders, addendums, bid proposal package, and other documents such as the geotechnical report, CITY, and WSDOT Standard Plans included by reference.

Assumptions

The presence or duties of Consultant personnel at the construction site, whether as onsite representatives or otherwise, does not make KPG Psomas personnel in any way responsible for those duties that belong to franchise utilities, the CITY, and/or the Contractors or other entities. Consultant presence, coordination, and schedule review does not relieve the Contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing the construction work in accordance with the Construction Contract Documents and any health or safety precautions required by such construction work.

Consultant personnel have no authority to exercise any control over any construction Contractor or other entity or their employees in connection with their work or any health or safety precautions.

The presence of Consultant personnel at the site is for the purpose of providing the CITY a greater degree of confidence that the completed construction work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the Contractor(s). Consultant neither guarantees the performance of the Contractor(s) nor assumes responsibility for the Contractor’s failure to perform work in accordance with Contract Documents.

The authority of the Engineer, as described in Section 1-05 Authority of the Engineer in the Contract Documents, shall rest entirely with the CITY. The KPG Psomas Resident Engineer (RE) is assigned the authority of the Project Engineer, as defined in Section 1-05.1 Authority of the Engineer, except the RE

shall not have authority to use non-Contractor resources to accomplish work when the Contractor fails to respond to orders, the RE may not authorize changes to the Contract Documents.

KPG Psomas shall review submittals compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from their responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples, and submittals is free of errors, inconsistencies, or omissions.

B. SCOPE OF WORK

TASK 100 – MANAGEMENT / COORDINATION / ADMINISTRATION

THE CONSULTANT SHALL PROVIDE 28 MONTHS OF CONTINUOUS PROJECT MANAGEMENT FOR THE PROJECT DURATION STARTING MID-DECEMBER 2023 AND ENDING APRIL 2026.

- The Consultant shall prepare monthly progress reports identifying work completed in the previous month, work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs. These reports shall be submitted with the Consultant invoices.
- The Consultant shall provide continuous management and administration of all sub-consultants included in this scope of work, including overseeing overall project file set-up and QA/QC of all files and documents required for federal documentation.

TASK 200 – ASSIS CITY WITH PRE--ADVERTISEMENT SUPPORT UP TO BID DATE

All items of work associated with Task 200 will be performed by the **City** with KPG Psomas support as defined in a separate Consultant Contract.

TASK 300 – CONSTRUCTION SERVICES TO CONTRACTOR NOTICE TO PROCEED (NTP)

This task covers typical review processes for evaluating lowest responsive bidder, as well as assistance with award and preparing for physical construction to begin. This includes the following:

- Familiarization with contract Plans, Specifications, permits, and geotechnical report.
- Create Record of Material (ROM) with project-specific details, LAG exceptions, and formatting for ease of use.
- Develop Team Communications and Stakeholders List
- Compile list of submittals
- Prepare self-audit record review checklist and Project Management Review tracking sheet.
- Establish communication, change management, and administrative processes with CITY.
- Prepare Hard Copy Files and finalize Electronic Files
- Review CITY right-of-way commitment files
- **CITY** to compile Bid Tabulations
- **CITY** shall Prepare Pre-Construction Agenda
- **CITY** shall Prepare Pre-Construction attendees list.
- **CITY** shall Prepare Weekly Coordination Meeting Agenda
- **CITY** shall perform the low bid evaluation to include:
 - a. **CITY**-prepared Bid Tabulation sheet at opening, checking that bidders included:
 1. Bidder's Name
 2. Addendum acknowledgement
 3. Bid bond
 4. Responsible Bidder Determination Form
 5. Total Bid
 - b. **CITY**-prepared Bid Tabulations of all Contractors and submitted unit prices.
 - c. **CITY**-Verification of low bidder's license from the Department of Labor and Industries

- d. **CITY** - Verification that the Contractor is not listed on the list of parties excluded from the federal procurement or non-procurement programs.
- e. **CITY** - Verification of the low bidder's qualifications (references)
- **CITY** shall draft and sign Award Letter.
- **CITY** shall request low bidder to submit a list of Sub-Contractor's they reached out to for bids.
- Consultant shall conduct Pre-Construction meeting to include preparing the minutes and distribution thereof.
- Establish Contractor progress payment procedure with the CITY and Contractor
- **CITY** will assist Consultant with Utility Coordination
- Consultant will take and create a log of pre-construction photographs.
- Review Contractor's Schedule for Contract Compliance

Attend kickoff meetings with CITY PM to coordinate processes the CM team will follow to implement the project's construction phase. The general meeting content will include project transition from design to construction, team roles and responsibilities, a summary of contractor schedule responsibilities, contract documents, project documentation, field inspection, administration, submittals, material control, change management, request for information, testing, stakeholder meetings, agency permits, work on private property, construction commitments, public information, traffic control, safety and security, quality and risk management.

Establish a system and set of procedures for managing, tracking, and storing project documentation between the Contractor and CM Team produced during the Construction and Closeout phases of the project. Establish procedures for the logging and tracking of project documentation and monitoring outstanding decisions, approvals, or responses required from the CITY. Dialog with the CITY PM and CITY Inspector for input into the format of the documentation product and templates.

The following logs will be prepared:

1. Submittals
2. RFI
3. Serial Letters
4. Field Directives/Corrective Actions
5. Design Changes/Clarifications
6. Change Orders
7. Sub-Contractors
8. Certified Payroll Status
9. Wage Rate Calculations
10. Materials on Hand
11. Force Account
12. Minor Changes
13. Material Testing Reports
14. Record of Material (ROM)

The following templates, to include securing CITY Templates and/or CITY input, will be prepared:

1. Bid tabs
2. Field Note Records
3. Estimate Ledgers
4. Progress Payment Estimates
5. Materials on Hand Calculations
6. Forecasted Cost to Complete
7. Weekly Statement of Working Days
8. Field Note Records

TASK 400 – CONSTRUCTION SERVICES (CS) – NTP TO SUBSTANTIAL COMPLETION

- Provide 270 working days of CS support to include stakeholder coordination, documentation, and change management in general compliance with CITY, State, and Federal Requirements.
- Maintain the Logs identified in Task 100
- **CITY** to review and approve Traffic Control Plans with assistance from Consultant.
- Review and respond to Contractor Serial Letters.
- Issue Field Directives/Corrective Action Memorandums
- Receive Request for Information (RFI) and issues raised by the Contractor. Receive questions and requests for clarification of contract documents that could impact construction costs, schedule, quality of the finished work, or other scenarios. Provide up to 50 written responses to RFI. Coordinate as needed with City and EOR for RFI input and support.
- Confirm that submittals are in general Contract conformance. The **Engineer of Record (EOR)** to take a lead role in the review of signal and landscaping and non-standard specification submittals, and coordinate with **CITY** on approvals as necessary.
- Transmit ROM to the Contractor and request that they submit material requirements via the Request for Approval of Material (RAM) on WSDOT form 350-071 and that they reference material from the Qualified Products List (QPL)
- Set up and maintain ROM Item Folders
- Document Contractor adherence of the WSDOT-provided ROM and notify Contractor if they are not complying.
- The Consultant to verify that all material delivered to the site is according to approved RAMs.
- Collect material testing reports (see Task 700) from the Consultant's subconsultant (HWA), review test reports against the contract requirements, and inform Contractor of any contract deficiencies.
- Construction Observer to assist Consultant to coordinate with the Contractor to rectify failed material placement issues to bring about Contract compliance.
- The Consultant shall coordinate re-testing of failed locations with Subconsultant material inspection firm.
- Collect material testing reports from Subconsultant and place reports in ROM Item Folders
- Collect and review for acceptance of Manufacturer's Certificates of Compliance
- Review Contractor's initial schedule and updated schedules for contract compliance. Report findings to the CITY regarding issues that affect critical path.
- Prepare 56 coordination meeting agendas and conduct 52 coordination meetings (one per week during 52 weeks of construction + 4 additional meetings to account for non-working days/holidays). Consultant staff shall attend coordination meetings.
- Take notes from weekly coordination meetings, prepare, and distribute minutes to attendees.
- Prepare up to 56 Weekly Statement of Working Days (accounting for weather days and holidays / WSDOT-specified nonworking days)
- **CITY** shall obtain Requests to Sublet review requests, approve and/or reject.
- Collect Form 820-010EF (Equal Employment Opportunity) and monitor.
- **CITY** shall Obtain Contractor's Certified Payrolls and check for compliance with State and Federal prevailing wages.
- **CITY** to Send letter(s) to the Contractor of non-compliance regarding certified payroll issues in relation to prevailing wages.
- **CITY** to Obtain Notice of Intent to Pay Prevailing Wage and Affidavit of Wages Paid forms.

- **CITY** to take lead in Performing Change Management to include tracking case log issues, Minor Changes, Force Account, reviewing Contractor notifications of differing site conditions under 1-04.4 Changes, review letters and notices, and discuss with the Contractor to understand the claim and/or dispute. Consultant shall advise and support the City in determining the appropriate action(s)
- Assist the City with Change Order negotiations.
- **CITY** shall Prepare Change Order Justifications
- **CITY** shall Draft Change Orders with Consultant support.
- Determine which sub-contractors performed work during the payment period and exclude payment for any work completed by sub-contractors for which an Intent to Pay Prevailing Wages submitted to the Washington State Department of Labor and Industries cannot be verified.
- Maintain Material on Hand pay request and log.
- Prepare 13 monthly progress pay estimates and submit monthly billing to CITY recommending Contractor payment.
- Maintain a set of Record Drawings, independent of the Contractor's. This set of Record Drawings will be used to verify the Contractor is in general conformance with Special Provision 1-05.18 Record Drawings
- Manage Self-Audit with Record Review Checklists
- Review Contractor's weekly "Look Ahead" and monthly schedule and compare it with Contractor's approved schedule.
- As outlined above, provide oversight of the Contractor to fulfill their responsibilities if they are non-compliant under Special Provision 1-05.18 Record Drawings. Receive As-Built drawings from Contractor for incorporation into CAD drawings by the EOR.
- Maintain a submittals list and prompt the Contractor for submittals.
- **CITY** shall lead Utility Coordination efforts with Consultant support.
- The Contractor is responsible for the NPDES Ecology permit. Assist the CITY in monitoring the Contractor's responsibilities for said permit.
- Assist the CITY by providing a contract schedule and activities for coordination with the public. Respond to general coordination regarding items such as status, schedule, and access. The **CITY** will provide a broader public involvement that may involve flyers, news releases, public meetings, and information website.
- At about 30% and 80% of expended Contract Working Days, transmit ROM reviews to the Contractor requesting compliance with the identified deficiencies.
- Maintain electronic CM files. Hard copies of tickets and other field-generated paper copies shall be scanned to the electronic file and kept as backup, however the documentation will otherwise be electronic only, and handed to the City on a flash drive or by other agreed-to electronic transfer method.
- Serve as project focal point in the coordination.

TASK 500 – ONSITE CONSTRUCTION OBSERVATION

The Consultant will provide onsite Construction Observer(s) for 270 working days and will act as the project's "in the field" focal point of coordination and field documentation. The Construction Observer(s) will monitor the Contractor's activities, produce Observation Daily Reports, and Field Note Records, verify that material delivered to the site is in contract compliance, and assist with the coordination with stakeholders to include the Contractor, materials testing, utilities and Fire and Police Departments. The Construction Observer will provide informal in-person coordination with businesses, residents, and traveling public, as they are encountered onsite. As needed, additional Construction Observers will be

provided by the Consultant to ensure project coverage during times when the workflow of the site dictates additional staff, or the Resident Engineer will provide backup inspections and coordination as needed. Due to the reduction in budget for additional Construction Observers, it is likely that the City will need to supplement Consultant's onsite Construction Observational staff to adequately staff the project while staying within the budget.

The following Tasks will be the responsibility of the Construction Observer(s) and Resident Engineer or other staff when assuming these duties:

This scope does not include Construction Observation for Schedule B - Northshore Utility District (NUD), as NUD is contracting out for this Task separately.

- Provide Inspector Daily Reports
- Produce Ticket Tabulations for items paid for by the Ton.
- Provide input to weekly project meeting agendas.
- Attend weekly project site meetings associated with the project construction.
- Observe Contractor's work and document that the project is built according to the Contract Documents
- Prepare and submit Field Note Records for payment.
- Monitor the Contractor's traffic control procedures and implementation of the approved traffic control plans, which could include notification to the Contractor on deficiencies that require immediate correction.
- Monitor the Contractor's temporary erosion and sediment control procedures and systems and provide recommendations.
- Monitor the Contractor's compliance with project permits.
- Prepare punch list items.
- Take project construction photos as work progresses and place in the project file.
- Stay current with the material testing and RAM logs. Coordinate material testing, as required under the ROM and WSDOT Construction Manual, with Subconsultant HWA. See Task 600
- Use form (424-003) and conduct an Employee Interview Report for all subcontractors.
- Review the Contractor's Record Drawings several times a week to verify they are in compliance with Special Provision 1-05.18 Record Drawings
- Maintaining a set of Record Drawings independent of the Contractor's Record Drawings
- Coordinate with all Utilities
- Coordinate with local businesses, traveling public, residences, and adjacent developers.
- Assist with monthly progress Pay Estimate generation, including measurement of quantities installed.

TASK 600 – PROJECT CLOSEOUT

Assist the CITY with the closeout of the project after Substantial Completion is granted. Assume the Contractor will be completed with punch list work and missing documentation within 2 months of Substantial Completion. Items of work within these 2 months include the following:

- Project issues resolution with the Contractor. Assume up to three closeout meetings negotiating closeout change order(s), missing documentation, and final quantities.
- Monitor and update project punch list
- Consultant to produce final pay note documentation.
- Verification of completeness of ROM, self-audit record review checklist, and employment documentation such as certified payrolls
- Verification of completeness of punch list work

- Prepare a Physical Completion Letter. Physical completion shall constitute the whole project except the plant establishment.
- Prepare Completion Letter to constitute finalizing the WSDOT Material Certification form, disagreements are resolved (with a close-out change order if necessary) and Final Contract Voucher Certification WSDOT Form 134-146, all outstanding documentation from the Contractor is in the Contract files.
- Record drawings are assumed to be within the scope of the EOR and are excluded from this scope.

TASK 700 – MATERIALS TESTING

The Consultant shall subcontract with HWA Geosciences for materials testing. The frequency of such tests being performed shall typically follow Chapter 9 of the WSDOT Construction Manual.

This scope does not include Material Testing for Schedule B - Northshore Utility District (NUD), as NUD is contracting out for this Task separately.

- Consultant will lead the coordination of scheduling of testing as needed to fulfill Contract requirements for acceptance. The effort required for this coordination is included in Tasks 400 and 500.
- Consultant will review monthly invoices from Subconsultant and shall submit along with Consultant monthly invoices for payment from City. This effort is included in Task 100.
- This scope assumes standard items of testing, such as compaction of backfill materials, proctor testing of aggregates, concrete field tests and cylinders, and HMA density and associated testing.

TASK 800 – PSIFE WARRANTY PERIOD

- The **CITY** will perform monthly walks with the Contractor to examine the plants. The Contractor will be notified of any plants found not to be in conformance during the PSIFE period and will assume responsibility for replacing them as required by the Contract.
- The **CITY** will perform a final walk with the Contractor at the end of the PSIFE period to ensure all plants are in conformance with the Contract.
- The **CITY** will prepare up to two (2) Progress Estimates and one (1) Final Pay Estimate for PSIFE warranty period in accordance with Contract-specified payment milestones. The **CITY** will produce a final pay estimate on the completion of the PSIFE period.
- The **CITY** will track certified payrolls to ensure compliance during the PSIFE period.
- At Plant acceptance, the **CITY** will issue the Physical Completion Letter

TASK 900 – ENGINEERING OF RECORD (EOR) SUPPORT

EOR scope and budget are provided in a separate contract with the City (19065 Amendment 6) for support such as submittal reviews, 4 site visits, attending 12 weekly coordination meetings and unexpected design changes.

Additional EOR support is provided in this scope as follows:

1. Use the Contractor's Record Drawings to produce a complete set of computer-aided drafting (CAD) Contract Drawings. The CAD drawings will be electronically transferred to the City.
2. Provide spot check on Contractor survey and control for utility relocations.
3. Support City or NUD-initiated design changes.
4. RFI and Serial letters support relative to input needed from the EOR.
5. Attend 15 weekly coordination and site visit meetings in addition to the 12 budgeted in (19065 Amendment 6).

TASK 1000 – MANAGEMENT RESERVE

This Scope and Budget contains no additional support for the CM team for issues such as, but not limited to:

- Contractor Working Days added by Change Order(s)
- Support during non-working days. A non-working day is defined in the WSDOT Standard Specifications as "...unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the work shown on the critical path of the contractors approved schedule."
- Resolution of Contract Disputes that extend beyond the Contract working days.
- Support during periods of suspension or other periods of inactivity not counted as working days against the contract.

It is possible that more than additional support is needed, and/or The City of Kirkland may require other services of the Consultant. These services could include other work tasks not included in the scope of work. These services may include but are not necessarily limited to, additional construction support, additional project closeout assistance, assistance with property issues, or other services deemed necessary by the City. As these services may be required throughout the prosecution and progress of the work, the Consultant shall endeavor to regularly notify and update the City with a detailed scope of the additional work performed along with an estimate of costs. The Consultant shall keep the City informed of any accumulating additional scope and will work with the City to develop a supplement if such additional services cause the project budget to be in a position to overrun the original amount.

Construction Services, in addition to this scope of work, are estimated at approximately \$4,000/day, but may be more or less depending on the scope of services requested.

TASK 1100 - REIMBURSABLES

Reimbursable milage is shown as an estimate below. This task is rounded up to \$22,000 to include other eligible reusables in addition to the milage.

Assumed Reimbursable Miles

Task 1100	Trips	Miles per Trip	Total Miles	
Project Manager	20	40	800	
Sr. RE	100	40	4,000	
RE	270	40	10,800	
Observer	270	40	10,800	
Observer	90	40	3,600	
Doc Control	30	40	1,200	
		Subtotal	31,200	
	IRS Rate	\$0.655/mile	\$20,436	Total Reimbursable Milage

Reimbursable Milage	\$20,436
Other(printing)	\$1,000
Total	\$21,435
Rounded	\$22,000



EXHIBIT B

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Kirkland

Project: Juanita Drive Multi-Modal, Intersection & Safety Improvements Construction and Inspection

KPG Psomas Inc. Project Number: 9KIR010700

Ramp Up, 270 working days, closeout

Date: 1/22/24 (V3-B)

Task No.	Task Description	Labor Hour Estimate														Total Hours and Labor Cost Computations by Task		
		Principal	Senior Project Engineer	Project Engineer III	Survey Crew II (W/Equip)	Project Manager	Senior Resident Engineer	Resident Engineer	Construction Observer III	Construction Observer I	Document Control Specialist II	Document Control Specialist I	Senior CAD Technician	Business Manager	Senior Admin	Hours	Totals	
		99.08	70.69	65.41	90.50	79.13	87.25	53.81	49.59	36.93	49.96	43.80	47.83	61.74	46.42			
Task 100 - Management / Coordination / Administration: 28 Months																		
	Project Management and Administrative Services						14						28	28	70	\$	4,249.94	
	Task Total	0	0	0	0	0	14	0	0	0	0	0	0	28	28	70	\$ 4,249.94	
Task 200 - Assist City with Pre-Advertisement Support up to Bid Date																		
	Task 200 is performed by the City															0	\$ -	
Task 300 - Construction Services to Contractor Notice to Proceed (NTP) (3 Months)																		
	Administrative Services up to Contractor Notice to Proceed					36	80			100	80	300				596	\$ 28,274.73	
	Task Total	0	0	0	0	36	80	0	100	80	300	0	0	0	596	\$ 28,274.73		
Task 400 - Construction Services (SC) - NTP to Substantial Completions (270 Working Days/ 12 Months)																		
	Administrative Services during 270 Working Days		10				40	2160			316	1040				3566	\$ 182,039.17	
	Task Total	10	0	0	0	40	2160	0	0	316	1040	0	0	0	3566	\$ 182,039.17		
Task 500 - Onsite Construction Observation NTP to Substantial Completion (270 Working Days)																		
	Construction Observation during 270 Working Days								80	2430						2510	\$ 93,694.55	
	Task Total	0	0	0	0	0	0	0	80	2430	0	0	0	0	0	2510	\$ 93,694.55	
Task 600 - Close Out (2 months)																		
	Close out, 2 months					40	220			160	180	180				780	\$ 38,112.02	
	Task Total	0	0	0	0	40	220	0	160	180	180	0	0	0	0	780	\$ 38,112.02	
Task 700 Material Testing																		
700	Subconsultant HWA (See below under Subconsultants)															0	\$ -	
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
Task 800 - PSIFE One Year Plant Establishment (Managed by CITY In-House)																		
	Support during the 1 year plant establishment (excluded)															0	\$ -	
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
Task 900 - Engineering Support																		
900.1	Record Drawings		24	24									100			148	\$ 8,049.65	
900.2	Spot Check Contractor Survey and Control for Utility Relocations		8	16	40											64	\$ 5,231.96	
900.3	City Initiated Design Change		24	24	24								24			96	\$ 6,586.24	
900.4	RFI and Serial Letter Support		40	40												80	\$ 5,443.80	
900.5	Attend 15 weekly coordination and site visit meetings		30	30												60	\$ 4,082.85	
	Task Total	0	126	134	64	0	0	0	0	0	0	0	124	0	0	448	\$ 29,394.49	
Task 1000 - Management Reserve																		
	Upon City Authorization Only															0	\$ -	
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
	Total Labor Hours and Fee	10	126	134	64	0	130	2,460	80	2,690	576	1,520	124	28	28	7,522	\$ 375,764.90	
																ICR Overhead @ 171.93% =		\$ 646,052.59
																Fixed Fee @ 30% =		\$ 112,729.47
																Total KPG Psomas (DL + OH + Fixed Fee) =		\$ 1,134,546.96
Subconsultants																		
																Task 700 HWA Material Testing for Schedule A		\$ 122,521.00
																Task 700 Testing for Northshore Utility District is done in a separate contract		\$ -
																Subtotal		\$ 122,521.00
																Administrative Charge (5%)		\$ -
																Total Subconsultant Expense		\$ 122,521.00
Reimbursable Direct Non-Salary Costs																		
																Total Reimbursable Expense		\$ 22,000.00
																Total Estimated Budget		\$ 1,279,067.96










KPG Psomas - Juanita Drive Multi-Modal, Intersection, & Safety - 32400050


Final Audit Report

2024-02-16


Created:	2024-02-07
By:	Joey Vander Vaart (JVanderVaart@kirklandwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoj1I-0b3sObhG3Ah9-wraNaentFCR3gE

"KPG Psomas - Juanita Drive Multi-Modal, Intersection, & Safety - 32400050" History


-  Document created by Joey Vander Vaart (JVanderVaart@kirklandwa.gov)
2024-02-07 - 11:47:15 PM GMT- IP address: 66.235.9.141
-  Document emailed to terry.wright@psomas.com for signature
2024-02-07 - 11:50:06 PM GMT
-  Email viewed by terry.wright@psomas.com
2024-02-08 - 0:11:08 AM GMT- IP address: 104.47.55.126
-  Signer terry.wright@psomas.com entered name at signing as Terry Wright
2024-02-08 - 0:11:35 AM GMT- IP address: 64.186.27.43
-  Document e-signed by Terry Wright (terry.wright@psomas.com)
Signature Date: 2024-02-08 - 0:11:37 AM GMT - Time Source: server- IP address: 64.186.27.43
-  Document emailed to Leta Santangelo (LSantangelo@kirklandwa.gov) for delegation
2024-02-08 - 0:11:38 AM GMT
-  Document approval delegated to Stephanie Croll (Scroll@kirklandwa.gov) by Leta Santangelo (LSantangelo@kirklandwa.gov)
2024-02-13 - 6:09:27 PM GMT- IP address: 76.191.73.2
-  Document emailed to Stephanie Croll (Scroll@kirklandwa.gov) for approval
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-  Email viewed by Stephanie Croll (Scroll@kirklandwa.gov)
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 Joey Vander Vaart (JVanderVaart@kirklandwa.gov) added alternate signer James Lopez (jlopez@kirklandwa.gov). The original signer Julie Underwood (junderwood@kirklandwa.gov) can still sign.


2024-02-13 - 7:10:18 PM GMT- IP address: 66.235.9.141

 Document approved by Stephanie Croll (Scroll@kirklandwa.gov)

Approval Date: 2024-02-15 - 7:52:02 PM GMT - Time Source: server- IP address: 76.191.73.2

 Document emailed to Julie Underwood (junderwood@kirklandwa.gov) for signature

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 Document e-signed by James Lopez (jlopez@kirklandwa.gov)


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 Document receipt acknowledged by JamieLynn Estell (jestell@kirklandwa.gov)

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 Agreement completed.

2024-02-16 - 10:07:02 PM GMT