

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute a Professional Services Agreement with KBA, Inc. in the Amount of \$417,200 for Construction Management and Inspection of 2022 Surface Water Utility Projects
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Staff is requesting that City Council authorize the City Manager to execute a contract with KBA, Inc. in the amount of \$417,200 for construction management and inspection services on two 2022 Surface Water Utility projects: Hidden Lake Dam Removal (Phase 1) and NE 148th Street Infiltration Facilities.

The Hidden Lake Dam Removal (Phase 1) project involves the removal of the existing Hidden Lake Dam and restoration of Boeing Creek through the area currently occupied by the lake. The project also includes wall construction, plantings, access and trail improvements to support the creek restoration. This project will result in numerous environmental benefits and reduced maintenance costs for the City.

The NE 148th Street Infiltration Facilities project involves the construction of up to 18 underground infiltration facilities, some with bioretention plantings and others with a gravel infiltration surface, between 12th Avenue NE and 15th Avenue NE, which will alleviate local flooding/ponding issues.

Due to the large number of projects in construction in 2022, City construction inspectors are not available to provide inspection services for these projects. As a result, contract inspection services are needed to complete this project. KBA, Inc. has been selected as the most qualified firm to support the City during these projects' construction phase. Council authorization is needed to enter into this professional services agreement with KBA, Inc.

RESOURCE/FINANCIAL IMPACT:

These projects are fully funded in the adopted 2021-2026 Capital Improvement Plan. The professional services for construction management will be funded by the two separate projects (\$331,800 by Hidden Lake Dam Removal and \$85,400 by NE 148th St. Infiltration) as shown below:

HIDDEN LAKE DAM REMOVAL (BOTH PHASES)

EXPENDITURES

Design

Project Administration	\$1,198,272
Real Estate Acquisition	\$ 444,050

Construction

Staff and other Direct Expenses	\$ 15,000
Construction Management (CM) Services (This Contract – KBA)	\$ 331,800
Future CM Services	\$ 450,000
Estimated Construction Contracts	\$5,500,000
Contingency	\$ 550,000
TOTAL (Design and Construction)	\$8,542,322

REVENUE

Surface Water Utility Bond	\$7,744,347
RCO LWCF Grant	\$ 447,975
King County WaterWorks Grant	\$ 50,000
King County Flood Control Grant	\$ 300,000
TOTAL Revenue	\$8,542,322

NE 148th STREET INFILTRATION FACILITIES PROJECT

EXPENDITURES

Design

Project Administration	\$ 85,000
Real Estate Acquisition	\$ 21,500

Construction

Staff and other Direct Expenses	\$ 5,000
CM Services (This Contract – KBA)	\$ 85,400
Estimated Construction Contract	\$444,000
Contingency	\$ 44,400
TOTAL (Design and Construction)	\$685,300

REVENUE

Surface Water Utility Bond	\$328,972
State of WA Dept of Ecology SFAP Grant Funding	\$293,125
King County WaterWorks Grant	\$ 63,203
TOTAL Revenue	\$685,300

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a professional services agreement with KBA, Inc. for construction management and inspection services in the amount of \$417,200 for the Hidden Lake Dam Removal Project (Phase 1) and the NE 148th Street Infiltration Facilities Project.

Approved By: City Manager ***DT*** City Attorney ***MK***

BACKGROUND

This contract will provide construction management and inspection services to two of the surface water utility projects that will be in the construction phase during 2022. Due to the complex nature of the Hidden Lake Dam Removal project and the number of projects scheduled for construction in 2022, City staff will be unable to provide construction management and inspection services for these projects. Therefore, staff selected KBA, Inc. to provide construction management and inspection services for both projects. The projects have staggered construction schedules, therefore the same KBA, Inc. staff can provide cohesive support for both projects.

Hidden Lake Dam Removal (Phase 1)

Design for the Hidden Lake Dam Removal project has progressed to nearly 100% level. Construction efforts in the first phase of the project will include the removal of Hidden Lake Dam, restoration of Boeing creek and improvements to access and trails with Shoreview Park. The project will eliminate the need for expensive maintenance (dredging) of Hidden Lake and was [authorized by Council in September 2014](#). Following an [alternative analysis](#) and [pre-design](#) efforts, the [original design contract with Herrera was authorized by Council in June 2018](#).

The [first amendment, authorized by the City Council on June 24, 2019](#), increased the contract scope to include the more complex culvert design (Phase 2 design), private property acquisition services, and design for trail and park user enhancements that were added as a result of obtaining a grant from the Recreation and Conservation (RCO)'s Land and Water Conservation Funding (LWCF). A second amendment with Herrera for final design and construction administration assistance (special inspections and technical review) was [approved by Council in 2021](#) and will help support the construction effort that this contract will authorize.

NE 148th Street Infiltration Facilities

Design of the NE 148th Street Infiltration Facilities project began in January 2014 and was funded by a Stormwater Capacity Grant from the Washington State Department of Ecology. The project progressed to a nearly 90% level before it was placed on hold due to grant funds no longer being available due to State revenue shortfalls. After reapplying for funding with Ecology and many delays, grant funds became available again in 2019 and [Council authorized obligation of the grant funding](#). The project also received grant funding from King County in 2018, [and Council authorized the obligation of this funding](#) shortly after.

Once City staff resources were made available and allocated to the project, design was finalized in 2021. The design addresses the reoccurring flooding issues along NE 148th Street between 12th Avenue NE and 15th Avenue NE. Flooding will be reduced with the installation of multiple infiltration facilities. Temporary construction easements are currently being acquired and the project will be bid in early 2022.

Construction Services Contractor Selection

On March 4, 2019, the City issued a Request for Qualifications (RFQ) for establishment of a Construction Services Roster. Five firms submitted Statements of Qualifications (SOQ's), which were reviewed by staff. Four firms were selected to provide

Construction Management and Inspection services for a three year period; KBA was one of these four firms

The City reached out to two of the four firms to identify which firm had the most qualified staff available to provide services for these two projects plus several others. KBA was selected in part due to the experience of key staff on in stream work that will be critical on the Hidden Lake Dam Removal project.

The alternative to not authorizing this contract is to assign City staff resources by re-prioritizing other work or delaying the project until City staff resources become available, which is not recommended. Current staff are fully utilized on other construction projects, including private development, the Sound Transit Lynnwood Link Extension Project, and other capital projects. Also, the unique nature of the Hidden Lake Dam Removal project is outside the experience of City construction services staff.

Construction of the NE 148th Street Infiltration Facilities project is anticipated to start in March 2022 with final completion anticipated by June 2022 (with minor plantings to be completed in September 2022). Construction of the Hidden Lake Dam Removal (Phase 1) project is anticipated to start in June 2022 with a final completion anticipated by December 2022.

The scope of work of this proposed contract is attached to the staff report as Attachment A.

COUNCIL GOAL(S) ADDRESSED

These projects will help implement City Council Goal 2: Continue to deliver highly valued public services through management of the City's infrastructure and stewardship of the natural environment.

RESOURCE/FINANCIAL IMPACT

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RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute a professional services agreement with KBA, Inc. for construction management and inspection services in the amount of \$417,200 for the Hidden Lake Dam Removal Project (Phase 1) and the NE 148th Street Infiltration Facilities Project.

ATTACHMENTS

Attachment A: KBA Construction Management Services for 2022 Surface Water Utility Projects Scope of Work

ATTACHMENT A

SCOPE OF SERVICES

for

Construction Management Services for 2022 Surface Water Utility Projects

KBA, Inc. (Consultant) will provide Construction Management (CM) services to City of Shoreline (Client), for multiple projects in 2022. These services will include consultation, resident engineering, field observation, and documentation, as required during the construction of the Projects, as detailed below.

Project Description: Projects anticipated include Hidden Lake Dam Removal (Phase 1) and NE 148th Street Infiltration Facilities.

I. CONSTRUCTION MANAGEMENT SERVICES

A. Consultant Contract and Team Management: Provide overall day-to-day management of the Consultant contract and Team, including:

1. Decide on best modes and frequency of communication with Client and Designer. Liaison and coordinate with Client on a regular basis to discuss Project issues and status.
2. Manage Consultant Team, comprised of Consultant's staff and its subconsultants, if any. Organize and layout work for Consultant Team.
3. Review monthly expenditures and Consultant Team scope activities. Prepare and submit to Client monthly, an invoice and progress report describing services provided that period. Prepare and submit reporting required by funding source(s), if any.

Deliverables

- *Monthly invoices and progress reports*

B. Preconstruction Services

1. Review Contract Documents to familiarize team with Project requirements.
2. Assist and co-lead preconstruction conference:
 - a. Assist with agenda.
 - b. Assist/ Conduct the meeting.
 - c. Prepare and distribute meeting notes to attendees and affected agencies.
3. Provide one set of preconstruction photographs.

Deliverables

- *Assist as requested with Preconstruction Conference Notice, Agenda, and Notes*
- *Preconstruction photos*

C. Construction Phase Services – Contract Administration

1. Liaison with the Client, construction contractor, Designer, appropriate agencies, adjacent property owners, and utilities.
2. Provide the Client with brief construction progress reports, highlighting progress and advising of issues that are likely to impact cost, schedule, or quality/scope.

3. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and request revised schedules when needed. Advise Client of schedule changes.
4. Progress Meetings. Lead regular (usually weekly) progress meetings with the construction contractor, including Client pre-briefing. Prepare weekly meeting agenda. Track outstanding issues on a weekly basis.
5. Assist Submittal Process. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
6. Record of Materials. Assist with records of material compliance documentation received and advise Client of any known deficiencies.
7. Prepare weekly statement of working days and distribute to the Client.
8. Manage RFI (Request for Information) process. Track and review/evaluate or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.
9. Change Management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders and provide to the City for review and processing. Facilitate resolution of change orders.
10. Monthly Pay Requests. Assist monthly progress estimates for payment. Prepare the Field Note Records and submit to the City after the last day of each month. Field Note Records should be submitted no later than the 5th of the following month. Prepare Force Account Sheets and submit to the City the next day after the work occurred. Ensure that all Force Account Sheets are signed by the KBA Inspector and the Contractor's representative at the end of the each working day. Collect tickets and certificates the day of material delivery. Mark each ticket and certificates with the project number, bid item number and quantities used (if applicable). Submit tickets and certificates to the City with the appropriate Field Note Records or Force Account Sheets. Review payment requests submitted by construction contractor for comparison and reconcile differences. Review with Client and construction contractor and recommend approval, as appropriate.
 - a. Evaluate construction contractor's 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.
11. Notify construction contractor of work found in noncompliance with the requirements of the contract.
12. Assist the Client in the investigation of malfunctions or failures observed during construction.
13. Public Information. Provide information for Client to prepare media communications and public notices on Project status. Provide information for Client's inclusion into a Project website and/or newsletter, if requested.
14. Record Drawings. Review not less than monthly, the construction contractor's redline set of contract plans. Maintain a CM Team set of conformed drawings tracking plan changes, location of discovered anomalies and other items, as encountered by Consultant Team. Use these markups to check the progress of the Contractor-prepared Record Drawings.
15. Document Control. Utilize and follow the Client document control system. Collect and provide documents furnished by contractor to the client.
 - a. Electronic documentation will be stored in a Project Website, using SharePoint, managed, and hosted by the Consultant. The Client will be provided with licenses for their and the construction contractor's use of the SharePoint website during the Project.

Consultant will provide one training session for Client and construction contractor users of the SharePoint system.

16. Project Closeout. If requested, prepare, or assist with preparation of Certificate Letters of Substantial, Physical, and Final Completion for Client approval and signature, to include punch list. Assist and review final pay estimate for Client approval and processing.
17. Final Records. Assist the client with the closeout of the final Project records. Compile and convey any final Project records, transferring to the Client for its archiving at final acceptance of the Project. Should Consultant's work end prior to full completion of the Project, its records will be transferred to the Client prior to departure from the Project. Records will consist electronic records on electronic storage medium.
18. Deliverables
 - *Monthly Construction Progress Reports*
 - *Schedule Review Comments*
 - *Weekly Statement of Working Days*
 - *Submittal Log*
 - *RFI Log*
 - *Change Order(s)*
 - *Certificate Letters of Completion*
 - *Final records – electronic*
 - *Punchlist*
 - *Field Note Records*
 - *Force Account Sheets*
 - *Materials Tickets and Certificates*

D. Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Client, 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 WSDOT/APWA Standard Specifications.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes. Advise the Client of any non-conforming work observed during site visits.
3. Prepare Inspector Daily Reports (IDRs), recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, photos of work performed, and other pertinent information.
4. Interpret Construction Contract Documents, in coordination with Designer.
5. Evaluate and report to Client issues that may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
7. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
8. Prepare Field Note Records, daily reports of force account worked, and other payment source documents to help facilitate administration of the Project in accordance with funding agency requirements.
9. Attend and actively participate in regular on-site and virtual meetings.
10. Take periodic digital photographs during the course of construction.

11. Punch List. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.
12. Testing. Cause to be conducted, materials and laboratory tests. Coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform Client and construction contractor of deficiencies.

Deliverables

- *IDRs with Project photos – submitted on a weekly basis*
- *Field Note Records and Daily Reports of Force Account Worked*
- *Additional Project photos not included in IDRs*
- *Punch List(s)*

E. Assumptions

1. Budget:

- a. Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted for a ten -month period, from mid-March 2022 through December 2022. This is intended to span the originally planned construction duration plus time allotted for Project setup and closeout.
- b. Consultant will work up to the limitations of the authorized budget. If additional budget is needed to cover instances, including but not limited to the following, Client and Consultant will negotiate a Supplement to this Agreement:
 - i. The contractor's schedule requires inspection coverage of extra crews and shifts.
 - ii. The construction contract runs longer than the time period detailed above.
 - iii. Any added scope tasks.
- c. The work is anticipated to be performed during daytime hours. Should night work be necessary, a 15 percent differential for labor will be applied to all night shift hours worked by Consultant's employees.
- d. The budget allocations shown in Exhibit B are itemized to aid in Project tracking purposes only. The budget may be transferred between, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
- e. The budget assumes that Consultant's standard forms, logs, and processes will be used on the Project SharePoint site. Any customization to meet specialized Client requirements will be Extra Work.
- f. Should Consultant's level of effort extend beyond the time period detailed in the attached Exhibit B - Estimate, and into a new year, labor rates will adjust annually on January 1, with 30-day written notice to Agency.

2. Items and Services Client will provide:

- a. Meeting arrangements and facilities for pre-bid and preconstruction meetings. Prepare and distribute meeting notes from pre-bid meeting(s), if any.
- b. Workstation in Clients office for Resident Engineer including:
 - i. workstations (desk, chair, and storage) for two staff
 - ii. miscellaneous office supplies
 - iii. utilities and sanitary facilities
- c. Retain Engineer of Record for shop drawing review, RFIs, design changes, and final record drawings.

- d. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
 - e. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
 - f. Construction Survey. Provide project control survey and staking that is not already assigned to the construction contractor.
 - g. Material Testing – Provide testing firm for all projects.
3. Scope:
- a. The SharePoint tool being used on this Project is proprietary to the Consultant (KBA, Inc.), and may not be used by any other party or on any other project without the written permission and involvement of KBA, Inc.
 - b. Consultant will provide observation services for the days/hours that its' Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
 - c. The Consultant's monitoring of the construction 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 the other remedies in the interests of the Client, as detailed in the Contract Documents. The Consultant cannot guarantee the construction 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 Client's expectations.
 - d. Definitions and Roles. The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation," and reference to the "Inspector" role is synonymous with "Field Representative," and means: performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in conformance with the Contract Documents; and notifying the Client if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified inspector who provides a certified inspection report in accordance with an established standard.
 - e. Because of the prior use of the Project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the Client immediately for resolution.
 - f. Review of Shop Drawings, samples, and other submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its 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.
 - g. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does

not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.

- h. Quantity takeoffs and calculated quantities are for the purpose of comparing with Designer's and/or bidders' quantities and are not a guarantee of final quantities.
- i. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to complete a project, for identifying potential schedule and coordination challenges, and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.
- j. Consultant is not responsible for any costs, claims or judgments arising from or in any way connected with errors, omissions, conflicts, or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.
- k. RCW 4.24.115 is applicable to Consultant's services provided under this Agreement.
- l. Consultant's insurance carrier provides coverage on ISO equivalent endorsement forms.
- m. Services provided by the 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 under similar circumstances, in the same geographical area and time period.
- n. Client agrees that Consultant will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to Client, after an acceptance period of 30 days after delivery of the electronic files, because data stored on electronic media can deteriorate undetected or can be modified without Consultant's knowledge.
- o. Consultant will not be liable for any damage to the field office premises or utilities provided by Client, unless caused by Consultant's own negligence.

II. OPTIONAL SERVICES

All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the Client, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget.