

## RESOLUTION NO. 25-2015

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT AG-21-002 WITH TRANSPORTATION SOLUTIONS, INC. FOR THE SR 104 / 40<sup>TH</sup> PL NE ROUNDABOUT PROJECT.**

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**WHEREAS**, the City has retained Transportation Solutions, Inc. (Consultant) to provide professional engineering design services for the SR 104 / 40<sup>th</sup> PI NE Roundabout Project under Professional Services Agreement (PSA) AG-21-002; and

**WHEREAS**, PSA AG-21-002 allowed for an amendment to add construction management services to the contract; and

**WHEREAS**, having completed professional engineering design services, the City wishes to add construction management services to PSA AG-21-002 in preparation for public advertisement for the construction of the SR 104 / 40<sup>th</sup> PI NE Roundabout Project; and

**WHEREAS**, the City, together with the Consultant, interviewed with and received construction management proposals from three subconsultants for construction management services for the SR 104 / 40<sup>th</sup> PI NE Roundabout Project; and

**WHEREAS**, the construction management proposal received from Consor North America, Inc. (Subconsultant) was reviewed by City staff and found to be the lowest responsible and responsive proposal; and

**WHEREAS**, the Consultant provided the City with a proposal to provide on-call construction management services that would support the Subconsultant's proposed construction management services, which City staff has reviewed and found acceptable;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lake Forest Park, as follows:

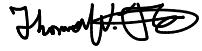
**Section 1. AUTHORIZATION.** The Mayor is hereby authorized to sign Amendment No. 3 to the professional services agreement AG-21-002 with Transportation Solutions, Inc., in substantially the same form as attached hereto as Attachment 1.

**Section 2. CORRECTIONS.** The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of

scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 8th day of May 2025.

APPROVED:



Thomas French (May 9, 2025 20:00 PDT)

Tom French  
Mayor

ATTEST/AUTHENTICATED:



\_\_\_\_\_  
Matthew McLean  
City Clerk

FILED WITH THE CITY CLERK: April 24, 2025  
PASSED BY THE CITY COUNCIL: May 8, 2025  
RESOLUTION NO.: 25-2015

## ATTACHMENT 1

Amendment No. 3 to the  
Professional Services Agreement between the  
City of Lake Forest Park and Transportation Solutions, Inc.  
Dated January 21, 2021

The Professional Services Agreement between the City of Lake Forest Park and Transportation Solutions, Inc., AG 21-002, Amendment No. 1, and Amendment No. 2 (collectively, the "Agreement"), is amended by this Amendment No. 3 to the Agreement and is made in consideration of the mutual benefits, terms, and conditions hereinafter specified and pursuant to Section 16 of the Agreement.

1. Exhibit A (Scope of Work) of the Agreement is amended to include the attached "Exhibit A – Amendment No. 3". This addendum to the scope of work includes construction management services and construction management support services.
2. Section 2 of the Agreement is hereby amended as follows:

### **Compensation.**

A. The total compensation to be paid to Consultant for the Work in Exhibit A, as amended, including all services and expenses, shall not exceed ~~one million, forty three thousand, five hundred, twenty dollars and seventy five cents (\$1,043,520.75)~~ **one million, seven-hundred and ninety-six thousand, eight-hundred and fifty-two dollars and fifty-six cents (\$1,796,852.56)** as shown on Exhibit B, as amended, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

3. Exhibit B of the Agreement is hereby amended to include the attached "Exhibit B – Amendment No. 3".

All other terms and conditions remain as provided in the original Agreement.

CITY OF LAKE FOREST PARK

TRANSPORTATION SOLUTIONS, INC.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: Thomas French

Printed Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **Exhibit A - Amendment No. 3**

### **Scope of Services SR 104/40th Pl SE Roundabout Improvement Project Construction Phase**

#### **SCOPE OF WORK**

During the term of this Agreement, Transportation Solutions Inc. (TSI), (CONSULTANT), shall coordinate with the construction management (CM) consultant Consor Engineers (Consor) (CM SUBCONSULTANT) who shall perform professional services for TSI, including construction contract administration and inspection for the SR 104/40th Pl NE Roundabout project (PROJECT) for the City of Lake Forest Park (CITY). The project construction, including construction support services are state and locally funded. This document shall be used to plan, conduct, and complete the work on the PROJECT.

The scope of services for the CONSULTANT is identified in Section V, Scope of Work. The scope of services for the CM SUBCONSULTANT is identified in Section VI, Scope of Work and detailed in Exhibit A. The scopes of services for other SUBCONSULTANTS are included in Section VII, Scope of Work with details as applicable in the fee proposal portion of this agreement.

#### **I. BACKGROUND**

The project improvements include upgrading of the intersection of SR 104 (Ballinger Way) / 40th Pl NE and NE 184<sup>th</sup> Street with construction of a roundabout, involving earthwork and grading, retaining walls, full depth pavement replacement, planing and overlay of roadways, storm drainage, and waterline improvements, adjusting utility appurtenances, cement concrete curb, gutter, and sidewalk, driveway improvements, channelization and signing, landscaping, an irrigation system, off-site tree planting, and other related items of work.

The on-site construction is expected to be a total of 257 working days. The construction of the elements of the project located at the northeast and southeast areas of the project limits, including but not limited to: clearing and grubbing, grading, furnishing of materials and construction/installation of Wall #2, Wall #3, Wall #4, Stormwater Vault, Stormwater Treatment Manhole, Oil/Water Separator, Biofilter Vault, stormwater catch basins and pipe, as shown in Plans shall be completed within the first 130 working days of the contract.

A suspension of work, in accordance with Section 1-08.6 Suspension of Work, following completion of the work described to take place in the first 130 working days of the contract will be implemented to allow for work by others to relocate overhead and underground utilities. Following the suspension of work and 180 calendar days for utility work by others, the Contractor shall resume work on the project and complete the work in an additional 127 working days, for a combined total of 257 working days for the City's contractor.

The project is anticipated to be advertised on or about April 30, 2025, and bids are to be opened by the City on May 28, 2025. Work is to be completed in 2026, with a significant portion of the 2025 calendar year anticipated to be used for the contractor to procure long lead equipment (stormwater detention and water quality vaults) for the PROJECT. Procurement of this material is expected to take at least 3 to 6 months based upon experience gained working on similar projects. Work on this project by the

CONSULTANT and SUBCONSULTANTS, as applicable, will begin with review of submittals provided by the contractor for the long-lead order items.

## **II. DESCRIPTION OF WORK**

The work to be performed by the CONSULTANT and its subconsultants consists of providing construction administration, inspection, materials testing, and project management for the PROJECT. This work consists of attending project meetings setup by the CITY, corresponding with the parties involved, schedule tracking, submittal tracking, on-site inspection, materials testing, field notes and quantities, support documentation for the pay estimate preparation, aiding in change order preparation, and support to the CITY necessary to ensure that the work is construction administered and inspected in accordance with the contract plans and specifications.

TSI is providing professional services to the CITY in connection with the engineering for the project. Consor is acting as Construction Project Manager and is a subconsultant to TSI. Consor is providing construction contract administration and inspection services to the CITY. A materials testing company will be a vendor to Consor. The specific vendor to provide these materials testing services will be determined based upon availability closer to the time of need. Specific work items prepared by Consor will be done in accordance with the Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) Manual.

## **III. CONSTRUCTION MANAGEMENT TEAM**

The Construction Management Team is made up of the following firms/organizations:

Owner (CITY)..... City of Lake Forest Park  
Prime (CONSULTANT) ..... Transportation Solutions, Inc. (TSI)  
Constr. Mgmt./Inspection (CM SUBCONSULTANT) ..... Consor Engineers (Consor)  
Materials Testing Services ..... tbd  
Civil Engineering, Grading, Drainage (SUBCONSULTANT) ... TerraVista NW (TVNW)  
Geotechnical (SUBCONSULTANT) ..... GeoEngineers (GEO)  
Structural Engineering, Walls (SUBCONSULTANT) ..... David Evans and Associates (DEA)  
Landscape Architect (SUBCONSULTANT) ..... The Berger Partnership (TBP)  
Arborist (SUBCONSULTANT).....Facet (FCT)

## **IV. ASSUMPTIONS AND LIMITATIONS**

This scope of work is based on the following assumptions:

- Construction survey will be provided by the Contractor.
- Consor will contract directly with a material testing laboratory of their choice. The materials testing laboratory shall be capable of providing all necessary material inspection, testing and administration including:
  - Soil and aggregate materials testing.

- Proctor analysis and in-place density testing for aggregates.
- Concrete testing and concrete cylinders.
- Distribution of all test/special inspection reports to Consor, City, Contractor, TSI, and other stakeholders as identified at the pre-construction meeting.
- The City will conduct all award, and contract execution activities with review for LAG Manual compliance by Consor.
- The City, Consor, and TSI will coordinate and conduct the pre-construction meeting.
- The detailed scope of services for Consor is identified in a companion document included with this supplemental agreement and identified as Exhibit A.

## **V. SCOPE OF WORK ITEMS – Prime (CONSULTANT)**

### **12.0 CONSTRUCTION MANAGEMENT SUPPORT SERVICES**

#### **12.1 Project Management and Administration**

CONSULTANT shall submit a single monthly invoice, which will include the billing requests from the subconsultant. CONSULTANT shall submit monthly invoices and status reports to the CITY and track the project budget and schedule. TSI will subcontract day-to-day project construction administration and inspection services to Consor.

The cost estimate for construction support services provides budget amounts for reimbursable expenses to include but not be limited to mileage, testing, shipping reproductions, office supplies, printing fees and mitigation services directly related to the completion of the work, and which will be charged at the actual cost incurred. Budgeted amounts shown are estimates of the actual costs for reimbursable expenses.

If mutually agreed upon by the CITY and the CONSULTANT, this contract may be supplemented to include work not specifically addressed in this scope of work. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

#### **12.2 Pre-Construction Activities**

As requested by the CITY, the CONSULTANT will attend the pre-construction meeting. For budgetary purposes, it is assumed the CONSULTANT will attend the pre-construction meeting in person. The CITY and Consor will coordinate preparations for the pre-construction meeting.

#### **12.3 Construction Project Meetings**

The CONSULTANT will attend construction project meetings on an as-needed basis and consistent with the labor hours identified in the budget estimate.

#### **12.4 Requests for Information (RFIs)**

The CONSULTANT shall provide responses to RFIs in a timely manner and consistent with the labor hours identified in the budget estimate. It is expected that the CITY will need RFI responses within three (3) business days of the request, however more or less time may be allocated for this task depending on the nature of the issue raised.

## **12.5 Review and Approval of Shop Drawings/Submittals**

The CONSULTANT shall evaluate shop drawings, and proposals for substitutions of materials and procedures as submitted by the Contractor for general conformance with the project requirements and intent. The CONSULTANT shall provide review and approval of shop drawings and other submittals within five (5) business days. It is anticipated that the CONSULTANT will only review materials related to the traffic signal system and that Consor will review materials for other elements of the project.

## **VI. SCOPE OF WORK ITEMS – Construction Management / Inspection (CM SUBCONSULTANT)**

### **13.0 CONSTRUCTION MANAGEMENT/INSPECTION SERVICES**

The CM SUBCONSULTANT shall provide the consultant services as outlined in the accompanying document, which is also identified as Exhibit A.

## **VII. SCOPE OF WORK ITEMS – On-Call Support (Other SUBCONSULTANTS)**

### **14.0 ON-CALL CONSTRUCTION SUPPORT SERVICES**

SUBCONSULTANTS that provided design services during the design phase will be retained for the PROJECT on an on-call basis. The level of effort will be limited to the allowance outlined in the budget or the specific scope of services and corresponding budget included identified and included in this agreement.

## Exhibit B - Amendment No. 3

<b>Amendment No. 3</b> <b>Fee Estimate</b> <b>SR 104/40TH PL SE ROUNDABOUT</b> <b>Improvement Project</b>		KAH	MJS	JAB	
<b>Anticipated Work Tasks</b> <b>for On-Call Construction Support</b>		PM	Sr. Engr	Task	
		Tech	Admin	Hours	Task Cost
		<b>\$289.00</b>	<b>\$179.00</b>	<b>\$167.00</b>	
<b>Task 12.0 PROJECT MANAGEMENT AND ADMINISTRATION</b>		84	0	18	<b>\$27,282.00</b>
Task 12.1a Project Management		20		2	\$6,114.00
Task 12.1b Monthly Progress Reports and Invoices		16		16	\$7,296.00
Task 12.1c Progress Meetings		48		48	\$13,872.00
<b>TASK 12.2 PRE-CONSTRUCTION ACTIVITIES</b>		<b>18</b>	<b>6</b>	<b>0</b>	<b>\$6,276.00</b>
Task 12.2a Coordinate with City and CM Team		12	4		\$4,184.00
Task 12.2b Attend Pre-Construction Meeting		4		4	\$1,156.00
Task 12.2c Prepare Documentation for Contractor		2	2		\$936.00
<b>Task 12.3 CONSTRUCTION COORDINATION</b>		<b>40</b>	<b>12</b>	<b>0</b>	<b>\$13,708.00</b>
Task 12.3a Attend Construction Project Meetings		16		16	\$4,624.00
Task 12.3b Address Issue from Construction Project Meetings		24	12	36	\$9,084.00
<b>Task 12.4 REQUESTS FOR INFORMATION (RFI)</b>		<b>44</b>	<b>20</b>	<b>0</b>	<b>\$16,296.00</b>
Task 12.4a Coordinate with CM Team		24		24	\$6,936.00
Task 12.4b Prepare Response to RFI		20	20		\$9,360.00
<b>Task 12.5 REVIEW AND APPROVE SHOP DRAWINGS/SUBMITTAL</b>		<b>28</b>	<b>12</b>	<b>0</b>	<b>\$10,240.00</b>
Task 12.5a Coordinate with CM Team		16		16	\$4,624.00
Task 12.5b Review and Prepare Response to Submittals		12	12		\$5,616.00
<b>Totals</b>		<b>214</b>	<b>50</b>	<b>18</b>	<b>282</b>
				<b>Hours Total</b>	<b>Labor Total</b>
<b>Direct Expenses</b>					
					Terra Vista, Civil Engineering Subconsultant
					\$30,100.00
					DEA Structural Engineering Subconsultant (allowance)
					\$10,000.00
					GeoEngineers, Geotechnical Subconsultant (allowance)
					\$5,000.00
					The Berger Partnership, Landscaping Subconsultant
					\$13,790.00
					Facet, Arborist Subconsultant
					\$18,259.20
				<b>Subtotal Subconsultants</b>	<b>\$77,149.20</b>
<b>Amendment #3 On-Call Construction Support Services Subtotal Total</b>					
					<b>\$150,951.20</b>
Amendment #3 Management Reserve Fund					
					\$0.00
<b>Amendment #3 Subtotal with MRF</b>					
					<b>\$150,951.20</b>
<b>Construction Management Services</b>					
					Consor, Construction Management Subconsultant
					\$602,380.61
<b>Amendment #3 Total Not to Exceed</b>					
					<b>\$753,331.81</b>
Management Reserve Funds Remaining after Contract Modification #8					
					\$0.00
Management Reserve Funds after Amendment #3					
					\$0.00
Maximum Amount Payable after Amendment #2					
					\$1,043,520.75
<b>New Maximum Amount Payable</b>					
					<b>\$1,796,852.56</b>

**Amendment No. 3  
Fee Estimate  
SR 104/40TH PL SE ROUNDABOUT  
Improvement Project**

Anticipated Work Tasks for On-Call Construction Support	TSI Prime Design Consultant	TerraVista NW Civil, Grading, Drainage	DEA Walls, Structures Environmental	GeoEngineers, Geotechnical Support	Berger Landscape Arch. Onsite Planting	Facet, Arborist, Onsite Review Offsite Planting	Combined	
<b>Task 12.0 PROJECT MANAGEMENT AND ADMINISTRATION</b> Task 12.1a Project Management Task 12.1b Monthly Progress Reports and Invoices Task 12.1c Progress Meetings		\$27,282.00	\$4,540.00				\$31,822.00	
<b>TASK 12.2 PRE-CONSTRUCTION ACTIVITIES</b> Task 12.2a Coordinate with City and CM Team Task 12.2b Attend Pre-Construction Meeting Task 12.2c Prepare Documentation for Contractor		\$6,276.00	\$2,484.00				\$8,760.00	
<b>Task 12.3 CONSTRUCTION COORDINATION</b> Task 12.3a Attend Construction Project Meetings Task 12.3b Address Issue from Construction Project Meetings		\$13,708.00	\$8,600.00	\$5,000.00	\$5,000.00	\$4,495.00	\$10,032.00	\$46,835.00
<b>Task 12.4 REQUESTS FOR INFORMATION (RFI)</b> Task 12.4a Coordinate with CM Team Task 12.4b Prepare Response to RFI		\$16,296.00	\$8,600.00	\$5,000.00		\$4,495.00	\$3,315.00	\$37,706.00
<b>Task 12.5 REVIEW AND APPROVE SHOP DRAWINGS/SUBMITTAL</b> Task 12.5a Coordinate with CM Team Task 12.5b Review and Prepare Response to Submittals		\$10,240.00	\$5,876.00			\$4,550.00	\$4,712.00	\$25,378.00
<b>Expenses</b>						\$250.00	\$200.20	\$450.20
<b>Totals</b>		\$73,802.00	\$30,100.00	\$10,000.00	\$5,000.00	\$13,790.00	\$18,259.20	\$150,951.20



Task #	Description	PIC/PM ES \$227	Engineer III RP \$167	Task Hours	Task Cost
Task 12.0 PROJECT MANAGEMENT AND ADMINISTRATION		20	0	20	\$ 4,540.00
Task 12.1a Project Management					
Task 12.1b Monthly Progress Reports and Invoices					
Task 12.1c Progress Meetings					
<b>TASK 12.2 PRE-CONSTRUCTION ACTIVITIES</b>		<b>8</b>	<b>4</b>	<b>12</b>	<b>\$ 2,484.00</b>
Task 12.2a Coordinate with City and CM Team					
Task 12.2b Attend Pre-Construction Meeting					
Task 12.2c Prepare Documentation for Contractor					
<b>Task 12.3 CONSTRUCTION COORDINATION</b>		<b>32</b>	<b>8</b>	<b>40</b>	<b>\$ 8,600.00</b>
Task 12.3a Attend Construction Project Meetings					
Task 12.3b Address Issue from Construction Project Meetings					
<b>Task 12.4 REQUESTS FOR INFORMATION (RFI)</b>		<b>32</b>	<b>8</b>	<b>40</b>	<b>\$ 8,600.00</b>
Task 12.4a Coordinate with CM Team					
Task 12.4b Prepare Response to RFI					
<b>Task 12.5 REVIEW AND APPROVE SHOP DRAWINGS/SUBMITTALS</b>		<b>20</b>	<b>8</b>	<b>28</b>	<b>\$ 5,876.00</b>
Task 12.5a Coordinate with CM Team					
Task 12.5b Review and Prepare Response to Submittals					
<b>TOTAL</b>		<b>112</b>	<b>28</b>	<b>140</b>	<b>\$ 30,100</b>

03.20.25



Kirk Harris, PE, PMP, Principal  
Transportation Solutions, Inc.  
8250 – 165th Avenue NE, Suite 100  
Redmond, WA 98052

**Lake Forest Park: Ballinger & 40th: Amendment for On-Call Landscape Architectural Construction Support Services**

Kirk:

As requested, this letter outlines an amendment to contract dated February 28<sup>th</sup>, 2023 for providing On Call Construction Support Services for the Lake Forest Park Roundabout Improvements project. We are looking forward to working together to provide discipline-expert construction services and support in the implementation of the design. Below is our amendment fee proposal reflecting our additional scope for on-call landscape architectural construction support services.

**Project Understanding**

We will be part of the multidisciplinary consultant team led by TSI providing support to the City through KBA. The scope of the construction support services includes planting and irrigation and as indicated by tasks below with quantity assumptions.

**Task 3.0 – On-Call Construction Support Services**

- 3.1 Project Management: Provide project/contract management, and coordination with consultant/internal team throughout phase. (assumes 12 months at 1.5 hours per month). Includes (1) substantial completion site visit.  
*(Principal x 6 hours; Associate/Project Manager x 12 hours)*
- 3.2 Submittal Reviews: Review submittals (plant procurement, soil, mulch, irrigation). Assume (1) initial review and (1) resubmittal review per each.  
*(Principal x 2 hours; Associate/Project Manager x 8 hours; Landscape Designer x 6 hours)*
- 3.3 RFIs: RFI responses, which assumes inclusion of Substitution Requests, up to (5) RFIs included.  
*(Principal x 2 hours; Associate/Project Manager x 5 hours; Landscape Designer x 5 hours)*

**Task 4.0 - Closeout Services**

- 2.1 O&M: Review manual and warranty submittals, as-builts, and develop Landscape Management Plan.

03.19.25

Transportation Solutions, Inc.

Amendment 1 for Landscape Architectural Services

Page 2 of 2



*(Principal x 1 hour; Associate/Project Manager x 6 hours; Landscape Designer x 3 hours; Administrative Staff x 2 hours)*

2.2 Final Punch and Warranty Visits: Assumes (1) Final Site Walk and (1) Warranty Walk including travel.

*(Principal x 3 hours; Associate/Project Manager x 5 hours; Landscape Designer x 5 hours)*

### **Fees**

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Based on the scope of services identified at this time, we have established a fee for landscape architectural services as follows:

Task 3.0 On-Call Construction Support Services	\$8,990
Task 4.0 Closeout Services	\$4,550
Reimbursable	\$250
Total Amendment 1 Fees: \$13,790	

If this proposal meets with your approval, please incorporate it as an attachment to our Sub Consultant Agreement. Please do not hesitate to call me if you have any questions.

Sincerely,

**The Berger Partnership PS**

A handwritten signature in black ink, appearing to read "J. Morley".

Jonathan Morley

Principal, ASLA, LEED

**APPROVED:**

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Date



Formerly DCG/Watershed

March 18, 2025

Kirk Harris, PE, PMP

Principal

Transportation Solutions

425.375.2329

kirkh@tsinw.com

## Proposal for Arborist Services

Facet Reference: 2301.0347.00 (Legacy #230120)

Dear Kirk:

Thank you for requesting a proposal for arboricultural consulting services. We would be pleased to assist you with construction monitoring for your ROW project along SR-104, 40<sup>th</sup> Pl NE, and NE 184<sup>th</sup> St in the City of Lake Forest Park. Under this proposal, we will conduct the Scope of Services described below.

### SCOPE OF SERVICES

Tree Removal Monitoring	\$6,497.80
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Task	Scope of Work	Staff	Estimated Hours	Cost
1.1	Site visits to provide up to 32 hours of on-site monitoring of tree removals by an ISA Certified Arborist®	LFW	32	\$4,864.00
1.2	Provide a follow up memo with findings and any recommendations from monitoring site visits	LFW	6	\$912.00
1.3	Project coordination	LFW	3	\$456.00
1.4	Memo internal review	KF	1	\$193.00
1.5	Mileage	LFW	104 (Miles)	\$72.80

**Tree Planting Monitoring** \$3,725.40

Task	Scope of Work	Staff	Estimated Hours	Cost
1.1	Site visits to provide up to 16 hours of on-site monitoring of tree planting by an ISA Certified Arborist®	LFW	16	\$2,432.00
1.2	Provide a follow up memo with findings and any recommendations from monitoring site visit	LFW	4	\$608.00
1.3	Project coordination	LFW	3	\$456.00
1.4	Memo internal review	KF	1	\$193.00
1.5	Mileage	LFW	52 (Miles)	\$36.40

**Construction Monitoring** \$8,036.00

Task	Scope of Work	Staff	Estimated Hours	Cost
1.1	Site visits to provide up to 40 hours of on-site construction monitoring by an ISA Certified Arborist®	LFW	40	\$6,080.00
1.2	Provide a follow up memo with findings and any recommendations from monitoring site visit	LFW	8	\$1,216.00
1.3	Project coordination	LFW	3	\$456.00
1.4	Memo internal review	KF	1	\$193.00
1.5	Mileage	LFW	130 (Miles)	\$91.00

The Scope of Services (above) is based upon Project Assumptions, below. In the event that any facts or events differ from such assumptions, the Scope of Services and fees shall be adjusted accordingly.

#### PROJECT ASSUMPTIONS

1. Deliverables will be provided in PDF format.
2. Fieldwork activities may be rescheduled if travel, weather, or site conditions present an unacceptable safety risk (e.g., high winds, snow, ice, smoke, etc.).
3. This proposal does not include the following services: a Level 2 or Level 3 (Advanced) arborist assessment; a wetland/stream delineation study; site layout or site planning assistance. These can be added, if necessary, under a separate agreement.
4. This proposal does not include a Professional Land Survey.



5. Unless noted otherwise, this proposal is written based upon the codes and regulations in effect at the time of writing. Work that may become necessary as a result of updated or new regulations is not included in this proposal.
6. Comments from local, state, federal, or tribal entities related to our plans or documentation may be subjective in nature and are therefore not predictable. Responses to comments/questions or revisions to permit documents are not included in this proposal and can be completed on a time and expense basis or under a separate proposal.
7. No work outside of this contract will be undertaken without prior notification to the client.

## **PAYMENT**

Our Services will be billed on a time and materials basis, with a not-to-exceed figure of \$18,259.20. We invoice monthly and accept payment by check, credit card or Automated Clearing House (ACH). Please refer to our website for details on electronic payments.

**Total Fee      \$18,259.20**

Please call if you have any questions or if we can provide you with any additional information.

Sincerely,



Lars Freeman-Wood  
ISA Certified Arborist® WE-8769AU  
Qualified Tree Risk Assessor (TRAQ)  
ISA Certified Utility Specialist®

Proposal approved by:



Kenny Booth, AICP  
Principal, Director of Current  
Planning



## SCOPE OF WORK

# 221007: SR 104 and 40th Place NE Roundabout Project CONSTRUCTION MANAGEMENT & INSPECTION SERVICES CITY OF LAKE FOREST PARK

## Project Background

The City of Lake Forest Park will be constructing a roundabout on Ballinger Way NE at the intersection of SR-104, 40th Place NE, and NE 184th Street. Construction will begin in the second half of 2025. This new roundabout will include a single-lane roundabout, new sidewalks, shared-use pathways, four pedestrian crossings with refuge islands, and improved street lighting.

With a focus on safety, efficiency, and environmental sustainability, this project will allow our community to grow mindfully while also improving air quality and providing the essential infrastructure needed to promote non-vehicular travel along the SR-104 corridor.

## Project Summary

Consultant will perform project management, contract administration, construction management, construction inspection, and testing and special inspection for the Project.

## Project Assumptions

Pre-Construction phase services are anticipated to begin in May 2025. Construction phase services are anticipated to begin in June 2025. For budgeting purposes, a project suspension period of 125 working days (approximately 6 months) and an active construction duration of 257 working days (approximately 52 weeks) has been assumed.

## Scope of Services

Consultant is proposing to perform the following services in relation to the City's SR 104 and 40th Place NE Roundabout Project.

## Task 1 - Project Management and Contract Administration

### *Objective*

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

#### *Subtask 1.1 Project Coordination*

- Perform general administration and project management throughout the construction phase to ensure successful completion of all tasks and elements of the Project within the established scope, schedule, and budget.
- Proactively track progress of project work completed against schedule & budget.
- Inform the City of any anticipated challenges during the construction phase as they may arise and develop solutions together.

#### *Subtask 1.2 Invoices/Status Reporting*

- Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation.
- Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

#### *Subtask 1.2 Assumptions*

- Assume fifteen (15) monthly invoices and status reports.

#### *Subtask 1.2 Deliverables*

- Consultant will deliver to the City a monthly invoice and status report covering:
  - Work on the project performed during the previous month
  - Issues encountered, and actions taken for their resolution
  - Potential impacts to submittal dates, budget shortfalls, or optional services
  - Construction schedule updates
  - Issues requiring project team action

## Task 2 – Construction Contract Administration and Closeout

### *Objective*

Oversee construction phase activities as first point of contact for construction contractor. Coordinate with City staff and design team. Lead all project meetings and monitor project budget

and schedule, quantities and quality of materials, and verify conformance with contract documents.

### *Subtask 2.1 Pre-Construction Phase Services*

Provide assistance to the City for construction contractor procurement and during the pre-construction phase. Consultant will perform the following tasks:

1. Attend construction contractor pre-bid meeting with up to one (1) consultant team members.
2. Attend and participate in the Pre-Construction Meeting with up to three (3) consultant team members in attendance. Prepare meeting agenda, run meeting, and issue meeting summary.

### *Subtask 2.1 Assumptions*

- One (1) consultant staff to attend Contractor Pre-Bid Meeting.
- Three (3) consultant staff to attend Pre-Construction Meeting.

### *Subtask 2.1 Deliverables*

- Meeting agenda and meeting minutes

### *Subtask 2.2 Project and Weekly Construction Meetings*

Attend and lead project, weekly construction, and utility coordination meetings with up to one (1) consultant team members in attendance. Prepare meeting agenda, run meeting, and issue meeting summary.

### *Subtask 2.2 Assumptions*

- One (1) consultant staff to attend (Construction Manager and Assistant Construction Manager). Assume 55 weekly/project meetings during active construction and 6 Monthly meeting during the suspension.

### *Subtask 2.2 Deliverables*

- Meeting agenda and meeting minutes

### *Subtask 2.3 Construction Contract Administration*

Provide construction management and administration services to monitor that the project is completed according to the Contract Documents. Perform the following tasks.

1. Coordinate and communicate with City and construction contractor on a regular basis to discuss project issues and status.

2. Issue change orders, including independent cost justifications, and maintain a change order log.
3. Issue field work directives and non-conformance reports.
4. Issue weekly statement of workdays (WSWDs) summarizing the work performed by the contractor and any unworkable days.
5. Assess contractor-submitted baseline schedule, schedule updates, and 3-week look ahead schedules for feasibility and conformance with the Contract.
6. Monitor overall project construction budget.
7. Maintain material quantity and quality documentation.

#### *Subtask 2.3 Assumptions*

- Assume fifty-six (52) WSWDs.
- Assume ten (5) change orders taking ten (10) hours per change orders to coordinate with City, EOR and contractor and draft change orders.

#### *Subtask 2.3 Deliverables*

- Change order documents for City review and approval.
- Field work directives and non-conformance reports
- Quality and quantity documentation

#### *Subtask 2.4 Monthly Progress Estimates*

Track quantities of materials installed monthly on pay note documents and draft progress estimates. Review estimates with the construction contractor prior to finalizing and submitting to the City for payment.

#### *Subtask 2.4 Assumptions*

- Thirteen (12) monthly invoices are assumed will be required during active construction and project closeout.

#### *Subtask 2.4 Deliverables*

- Quantity tracking spreadsheet
- Monthly progress estimates with recommendation to pay

#### *Subtask 2.5 Shop Drawings, Submittals and RFIs*

Prepare and maintain submittal log for approximately 50 submittals and/or shop drawings. Receive, log, distribute, and track submittal reviews and responses for project submittals. Prepare

a submittal and documentation matrix for reference by contractor, EOR and construction management team. Prepare and maintain RFI log for 15 RFIs. Receive, log, distribute, and track RFIs and respond to construction contractor.

#### *Subtask 2.5 Assumptions*

- 50 shop drawings and submittals are assumed, with an average of two (2) hours per submittal. Assume
- 15 RFIs are assumed, with an average of one (1) hour per RFI.

#### *Subtask 2.5 Deliverables*

- Updated Submittal Log
- Reviewed submittals and shop drawings returned to construction contractor
- Updated RFI Log
- Reviewed RFI responses to construction contractor

#### *Subtask 2.6 Labor Compliance*

Support the City with labor compliance monitoring including the following tasks.

1. Track and file statements of intent to pay prevailing wages (Intent).
2. Review and approve Request to Sublets (RTS).

#### *Subtask 2.6 Assumptions*

- 10 Request to Sublets are assumed, with an average of one and half (1.5) hours per request.
- The City will perform the following tasks:
  - Collect and review certified payroll and work with contractor and subcontractors to resolve deficiencies.
  - Verify, track and file affidavit of paid wages (Affidavit).

#### *Subtask 2.6 Deliverables*

- Requests to Sublets filed
- Intents filed

#### *Subtask 2.7 Project Closeout*

Consultant will lead the close-out phase to document completion of the project and adherence to City requirements. Consultant will provide complete project files to the City and perform the following duties to assist with project close-out.

Substantial Completion/Punch List: Upon substantial completion of work, Construction Inspector will provide punch list of any outstanding items and coordinate completion with contractor.

As-Built Drawings: Construction Inspector will confirm that the contractor is maintaining a set of “Record Drawings”

Project Closeout: Transfer project documentation to the City for permanent storage. Provide a thumb drive or other electronic transfer method with all electronic documents and pictures.

#### *Subtask 2.7 Deliverables*

- Punch list
- Project Closeout Documents (Project documentation files including Electronic documents and pictures on a thumb drive).

### **Task 3 – Construction Inspection**

#### *Objective*

Provide full-time construction inspection to observe construction, monitor the work by the construction contractor, and document that the work is in general compliance with the requirements of the Contract Documents. The Construction Inspector is to act as the City’s on-site representative, is responsible for routine interfacing with the construction contractor and stakeholders, and is to observe the construction contractor’s operations and work.

#### *Subtask 3.1 Construction Inspection*

The Construction Inspector’s activities, in general, will include the following tasks.

1. Attend pre-construction conference, project, and weekly progress meetings.
2. Establish pre-construction site conditions using photo and video log of sites.
3. Observe/inspect the contractor’s activities, operations, and work and document the contractor’s work is in general compliance with the requirements of the contract documents. Observations will be completed on the standard WSDOT daily report form unless specified differently by the City.
4. Monitor the contractor’s progress with respect to planned/scheduled work.
5. Document contractors and DBE subcontractors working onsite and conduct wage rate interviews for all DBE contractors, contractor and sub-contractors.
6. Document the contractor’s construction activities (preparation of daily reports, photographs, etc.).
7. Create field note records of bid item work performed.
8. Verify and document that traffic control is per accepted traffic control plans when on-site.

9. Keep Construction Manager and City informed of project progress, issues, and developments.
10. Review minor change requests by the contractor.
11. Coordinate, observe, and document material testing and special inspection
12. Utility coordination with stakeholders
13. Track force account labor and equipment/materials; issue force account sheets for additional payment when required.
14. Maintain field construction records and as-built set.
15. Maintain photo log

#### *Subtask 3.1 Assumptions*

- Inspection hours are estimated at 8.5 hours per day during the active construction period and 8 hours per week for 25 weeks for the utility relocation period and/or occasional overtime. This estimate includes attendance at all project meetings.

#### *Subtask 3.1 Deliverables*

- Daily progress reports, photos, force account documentation
- DBE on site review
- Contractor and sub-contractors wage rate interviews
- Daily on-site contractor and sub-contractors list

### **Task 4 – Testing and Special Inspection Services During Construction**

#### *Objective*

Work under this task includes material testing and special inspection services in accordance with Project requirements.

#### *Subtask 4.1 Material Testing and Special Inspections*

Consultant will assist the City in developing a quality assurance program. Consultant will provide material testing and special inspection as outlined and at the frequency indicated in the WSDOT LAG Manual.

#### *Subtask 4.1 Assumptions*

- Testing level of effort based on assumptions in included quote (attached).

#### *Subtask 4.1 Deliverables*

- Material test and special inspection test reports

## **Proposed Material Testing and Special Inspection Firm**

- HWA Geotech – Material Testing and Special Inspection

## **Proposed Project Fee Estimate**

Consultant proposes to perform this work on a time and expense basis with a total not to exceed amount of \$ 602,380.61. The proposed fee estimate is provided as “Exhibit B.” Fee estimates are based upon Consultant’s approved indirect overhead rates.

SR 104 and 40th Place NE Roundabout Project  
 City of Lake Forest Park  
 PROPOSED FEE ESTIMATE

Labor Classification	Cost	LABOR CLASSIFICATION (HOURS)										Subconsultants	Material Testing	Subconsultant Total	Expenses	Total	
		Construction Manager X	Construction Manager III	Construction Manager IV	Inspector IV	Construction Admin Specialist III	Administrative II	Hours	Labor Cost	Overhead	Fee						
		\$104.00	\$69.71	\$55.24	\$58.35	\$47.50	\$42.18			171.29%	30.00%						
Staff Name		Mike Hagerty	Brandon Humphrey	Ronald Moeckel	Matt Fernando	Chithra Ramam	Sue Fletcher										
Task 1 - Project Management and Contract Administration								0	\$	-	\$						
Task 1.1 - Project Coordination																	
Task 1.2 - Invoices/Status Reporting	8	8						20	36	\$ 2,233.28	\$ 3,825.39	\$ 669.98					
									0	\$	-	\$					
<b>Task 1 Subtotal</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>36</b>	<b>\$ 2,233.28</b>	<b>\$ 3,825.39</b>	<b>\$ 669.98</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$ 6,728.65</b>	
Task 2 - Construction Contract Administration and Closeout																	
Task 2.1 - Pre-Construction Meeting		34		4				18	\$ 1,209.34	\$ 2,071.48	\$ 362.80						
Task 2.2 - Project and Weekly Construction Meetings		134						134	\$ 9,341.14	\$ 16,000.44	\$ 2,802.34						
Task 2.3 - Contract Administration		85				200		285	\$ 15,425.35	\$ 26,422.08	\$ 4,627.61						
Task 2.4 - Monthly Progress Estimates		6			12			18	\$ 988.26	\$ 1,692.79	\$ 256.48						
Task 2.5 - Shop Drawings, Submittals and RFIs		65	50		33			148	\$ 8,860.65	\$ 15,177.41	\$ 2,658.20						
Task 2.6 - Labor Compliance		8			15			23	\$ 1,270.18	\$ 2,175.69	\$ 381.05						
Task 2.7 - Project Closeout		8	20	40	40			108	\$ 5,896.48	\$ 10,100.08	\$ 1,768.94						
<b>Task 2 Subtotal</b>	<b>0</b>	<b>320</b>	<b>70</b>	<b>44</b>	<b>300</b>	<b>0</b>	<b>734</b>	<b>\$ 42,991.40</b>	<b>\$ 73,639.97</b>	<b>\$ 12,897.42</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$ 1254.40</b>	<b>\$ 130,783.19</b>	
Task 3 - Construction Inspection																	
Task 3.1 - Construction Inspection				2385				2385	\$ 139,135.58	\$ 238,325.33	\$ 41,740.67						
<b>Task 3 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2385</b>	<b>0</b>	<b>0</b>	<b>2385</b>	<b>\$ 139,135.58</b>	<b>\$ 238,325.33</b>	<b>\$ 41,740.67</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$ 5,667.20</b>	<b>\$ 424,868.77</b>	
Task 4 - Testing and Special Inspection Services During Construction																	
Task 4.1 - Material Testing and Special Inspections								0	\$	-	\$						
<b>Task 4 Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$ 40,000.00</b>
<b>TOTAL - ALL TASKS</b>		<b>8</b>	<b>328</b>	<b>70</b>	<b>2429</b>	<b>300</b>	<b>20</b>	<b>3155</b>	<b>\$ 184,360.26</b>	<b>\$ 315,790.68</b>	<b>\$ 55,308.08</b>	<b>\$ 40,000.00</b>	<b>\$</b>	<b>40,000.00</b>	<b>\$ 6,921.60</b>	<b>\$ 602,380.61</b>	

# Res25-2015 TSI Amend. 3

Final Audit Report

2025-05-10

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