



PROFESSIONAL SERVICES AGREEMENT
Everest Park Restroom Replacement (PKC1560200)
PSA 8/20/2025



The City of Kirkland, Washington, a municipal corporation ("City") and KBA Inc., whose address is 11201 SE 8th Street, Suite 160 Bellevue, WA 98004-6455 ("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 ("Services"), which attachment is incorporated herein by reference.
- B. The Services shall be performed in accordance with the ordinary and reasonable care, skill and diligence that a competent professional in the same field would exercise under similar circumstances.

II. COMPENSATION

- A. The total compensation to be paid to the Consultant for these services shall not exceed \$261,951.00 as detailed in Attachment B.
- B. Payment to the 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. If the City objects to any portion of an invoice, it will notify the Consultant. In the event of an invoice dispute, the City will timely pay any undisputed portion of the invoice, and the parties will promptly make reasonable efforts to resolve the disputed portion. The City shall have the right to withhold payment to the Consultant for any services not completed in a satisfactory manner until such time as the 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 30 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, the Consultant may complete such analyses and records as may be necessary to place its files in order. The 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 the Consultant against all claims made against the 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.

The 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 Senior Capital Project Coordinator 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 October 31, 2026.

The Consultant will diligently proceed with the services contracted for, but the 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, the 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

The 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 Consultant 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.

This Agreement is subject to RCW 4.24.115 and 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

The 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

The 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

The 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 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

The 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. The 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 the Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

The Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. The 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. The 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 the 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. The terms of this Agreement supersede any conflicting provisions contained in any attachments and addenda.

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. Notwithstanding the foregoing, however, nothing herein shall limit the Consultant's right to include information in statements of qualifications and proposals to other public entities accurately describing the Consultant's participation in this project for 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:

CITY OF KIRKLAND:

Signature: Kristen M. Overleese

Printed Name: Kristen Overleese

Title: President

Date: 09/15/2025

Signature: James Lopez
James Lopez (Sep 17, 2025 15:25:36 PDT)

Printed Name: James Lopez

Title: Deputy City Manager, External Affairs

Date: 09/17/2025

ATTACHMENT A
SCOPE OF SERVICES
for
Everest Park Restroom Replacement Project

KBA, Inc. (Consultant) will provide Construction Management (CM) services to the City of Kirkland (City), for the project known as ***Everest Park Restroom Replacement Project*** (Project). These services will include consultation, contract administration, field observation, documentation, special inspection and material testing, as required during the construction of the Project, as detailed below.

Project Description: Project plans include replacement of the existing 1,070 SF 60-yr old restroom structure with a new more modern structure at the approximate location of the existing building footprint. The new facility will include additional stalls in the men's and women's restrooms and two family-style gender neutral restrooms. The Project area is approximately 0.5 acres. Site work includes new utility services, paving (and repaving), modifications to irrigation and landscaping. The Designer of Record on this Project is Schemata Workshop, Inc (Designer).

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 City. Liaison and coordinate with the City 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 the City 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*
- *Reporting required by funding source(s), if any*

B. Preconstruction Services

1. Review Contract Documents to familiarize team with Project requirements.
2. Provide one set of preconstruction photographs.

Deliverables

- *Collect and File Preconstruction Conference Notice, Agenda, and Notes*
- *Preconstruction photos, digital files on electronic storage medium*

C. Construction Phase Services – Contract Administration

1. Liaison with the City. Communicate with the City about Inspector daily observations that would require the City to coordinate with construction contractor, Designer, appropriate agencies, adjacent property owners, and utilities.
2. In concurrence with Progress Estimates, provide the City 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 the City of schedule changes
4. Progress Meetings. Attend regular (usually weekly) progress meetings with the construction contractor. Collect and file weekly meeting agenda and meeting notes. Manage 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.
5. Record of Materials. Maintain records of material compliance documentation received and advise the City of any known deficiencies.
6. Prepare weekly statement of calendar days and distribute to the City and Contractor.
7. Assist with Change Management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders as requested. Facilitate resolution of change orders.
8. Monthly Pay Requests. Prepare monthly progress estimates for payment. Review payment requests submitted by construction contractor for comparison and reconcile differences. Review with the City 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.
9. Notify construction contractor of work found in noncompliance with the requirements of the contract.
10. Assist the City in the investigation of malfunctions or failures observed during construction.
11. 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.
12. Document Control. Establish and maintain document filing and tracking systems, following City guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
 - a. Electronic documentation will be stored in a Project Website, using Autodesk Construction Cloud (ACC), managed and hosted by the Consultant. The City will be provided with licenses for their and the construction contractor's use of the ACC website during the Project. Consultant will provide one training session for the City and construction contractor users of the ACC website, and ongoing support, as needed.
 - b. The ACC Project website will transition to "read-only" access upon expiration of the Agreement, or upon project completion and transfer of final records to the City, whichever occurs first. Transference of final records will include a digital copy of the files stored in the ACC Project website. Access to the ACC website will expire 60 days after transference of final records.

- c. The ACC software previously belonging or licensed to Consultant and used to perform the contracted services shall remain the property of Consultant.
13. Project Closeout. If requested, prepare or assist with preparation of Certificate Letters of Substantial, Physical, and Final Completion for City approval and signature, to include punch list. Prepare final pay estimate for City approval and processing.
14. Final Records. Compile and convey final Project records, transferring to the City 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 City prior to departure from the Project. Records will consist of electronic records on electronic storage medium.

Deliverables

- *Monthly Construction Progress Reports*
- *Schedule Review Comments*
- *File Meeting Agendas and Notes*
- *Submittal Log*
- *Record of Materials*
- *RFI Log*
- *Change Order(s)*
- *Progress Pay Requests*
- *Certificate Letters of Completion*
- *Final records –electronic with a transmittal cover page showing the content of the project files, (1) thumb drive, files organized in City format matching Master Docs in ACC*

D. Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, City, 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 City 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 estimated 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 City 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 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 meetings.
10. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized in accordance with City protocol.

11. Review and make recommendations to the City concerning substantial completion and if applicable, assessment of liquidated damages.
12. Punch List. Upon substantial completion of work, prepare a list of 'punch list' items to be completed or corrected for the City. Testing. Coordinate materials and laboratory tests to be conducted. 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 the City and construction contractor of deficiencies.
13. Conduct Special Inspections listed on Contract Plan Sheet S.021/52 and S.022/53; Footing Subgrades, Reinforced Concrete Construction, Reinforced Masonry Construction, Structural Steel for Vertical Construction and wood framing inspection as noted by permit requirements.

Deliverables

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

E. Assumptions

1. Budget:

- a. Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted from September 2025 through March 2026. This is intended to span the originally planned construction duration of 197 calendar days, plus time allotted for Project setup and closeout. Overtime has not been figured into the budget.
- 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, the City and Consultant will negotiate an Amendment to this Agreement:
- c. The contractor's schedule requires inspection coverage of extra crews and shifts.
- d. The construction contract runs longer than the time period detailed above.
- e. 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.
- f. The budget allocations shown in Exhibit B are itemized to aid in Project tracking purposes only. Consultant to request the City review and approval for transfer of funds between tasks or people, or between labor and expenses, not to exceed the total contract amount.
- g. The budget assumes that Consultant's standard forms, logs, and processes will be used on the Project ACC website. Any customization to meet specialized the City's requirements will be Extra Work.
- h. 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 the City.

2. Items and Services City will provide:

- a. Retain Engineer of Record for shop drawing review, RFIs, design changes, and final record drawings.
- b. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
- c. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor.

3. Scope:

- a. The Autodesk Construction Cloud Project website being used for 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. Constructability Review of design documents will be for constructability, for general conformance with the design concept, and for contradictions and inconsistencies between the various parts of the design documents. This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights, gauges, or fabrication processes; and will not include quantity takeoffs.
- c. 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.
- d. 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 City, 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 the City's expectations.
- e. 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 City 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.
- f. 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 City immediately for resolution.

- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. If Consultant provides Value Analysis or Value Engineering services, it is understood that any ideas, advice, or recommendations generated by the Consultant are made based only on the information presented to them and need engineering analysis by the Designer to verify; Consultant is not responsible for the final design product.
- m. Consultant's insurance carrier provides coverage on ISO equivalent endorsement forms.
- n. 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.
- o. Nothing in the Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.
- p. Consultant will not be liable for any damage to the field office premises or utilities provided by the City, 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 City, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget.



Kirkland Everest Park Restroom

City of Kirkland

Attachment B-Cost Estimate

9/5/2025

KBA HOURS

						TOTAL HOURS	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026	MAR 2026
TASK	01.00	Project Management	2025	2026	OH								
Gina Hortillosa		Project Manager	\$ 100.00	\$ 105.00	Home	01.00	None						
Jean Guthrie Peabody		Contract Administrator	\$ 42.00	\$ 44.10	Home	01.00	None						
						14	2	2	2	2	2	2	2
						82	8	4	4	4	4	4	4
TASK	02.00	Construction Management											
Scott Robinson		Senior Inspector -	\$ 85.28	\$ 89.54	Field	02.00	SUV 4 Door						
Amy Mason		Inspector	\$ 58.00	\$ 60.90	Field	02.00	SUV 4 Door						
						56	8	8	8	8	8	8	8
						1120	160	160	160	160	160	160	160
						1322	178	174	174	174	174	174	174

SUBCONSULTANTS

			SUBS		2025				2026			
Firm Name	Services	Task			2025	2025	2025	2025	2026	2026	2026	
HWA GeoSciences Inc.		SUB. HWA001	\$	30,950	\$ 5,160	\$ 5,158	\$ 5,158	\$ 5,158	\$ 5,158	\$ 5,158	\$ 5,158	
Certiera		SUB. CER002	\$	15,710	\$ 2,620	\$ 2,618	\$ 2,618	\$ 2,618	\$ 2,618	\$ 2,618	\$ 2,618	
Markup %			\$	1,400	\$ 233	\$ 233	\$ 233	\$ 233	\$ 233	\$ 233	\$ 233	
			\$	48,060	\$ 8,013	\$ 8,009	\$ 8,009	\$ 8,009	\$ 8,009	\$ 8,009	\$ 8,009	

EXPENSES

						TOTAL EXPENSES	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026	MAR 2026
Description	2025	2026	Markup	Task									
SUV 4 Door	Assumes 6% Annual Escalation	\$ 8.29	\$ 8.78	DE		\$ 9,997	\$ 1,392	\$ 1,392	\$ 1,392	\$ 1,392	\$ 1,476	\$ 1,476	\$ 1,476
						\$ 9,997	\$ 1,392	\$ 1,392	\$ 1,392	\$ 1,392	\$ 1,476	\$ 1,476	\$ 1,476

ESTIMATED PROJECT TOTAL

						TOTAL DSC	SEP 2025	OCT 2025	NOV 2025	DEC 2025	JAN 2026	FEB 2026	MAR 2026
TASK	01.00	Project Management	2025	2026	OH Type	Task	Vehicle						
Gina Hortillosa		Project Manager	\$ 100.00	\$ 105.00	Home	01.00	None	\$ 1,410.00	\$ 200	\$ 200	\$ 200	\$ 200	\$ 210
Jean Guthrie Peabody		Contract Administrator	\$ 42.00	\$ 44.10	Home	01.00	None	\$ 1,369.20	\$ 336	\$ 168	\$ 168	\$ 168	\$ 176
						140							
TASK	02.00	Construction Management											
Scott Robinson		Senior Inspector	\$ 85.28	\$ 89.54	Field	02.00	SUV 4 Door	\$ 4,877.92	\$ 682	\$ 682	\$ 682	\$ 682	\$ 716
Amy Mason		Inspector	\$ 58.00	\$ 60.90	Field	02.00	SUV 4 Door	\$ 66,352.00	\$ 9,280	\$ 9,280	\$ 9,280	\$ 9,280	\$ 9,744
						100,657							
						\$ 104,986	\$ 10,498	\$ 10,130	\$ 10,130	\$ 10,130	\$ 10,047	\$ 10,047	\$ 10,047
						\$ 4,274	\$ 818	\$ 562	\$ 562	\$ 562	\$ 590	\$ 590	\$ 590
						\$ 103,383	\$ 14,459	\$ 14,459	\$ 14,459	\$ 14,459	\$ 15,182	\$ 15,182	\$ 15,182
						\$ 109,657	\$ 15,276	\$ 15,021	\$ 15,021	\$ 15,021	\$ 15,772	\$ 15,772	\$ 15,772
						\$ 840	\$ 161	\$ 110	\$ 110	\$ 110	\$ 116	\$ 116	\$ 116
						\$ 21,389	\$ 2,989	\$ 2,989	\$ 2,989	\$ 2,989	\$ 3,138	\$ 3,138	\$ 3,138
						\$ 22,228	\$ 1,149	\$ 1,099	\$ 1,099	\$ 1,099	\$ 1,254	\$ 1,254	\$ 1,254
						\$ 20,179	\$ 28,925	\$ 28,450	\$ 28,450	\$ 28,450	\$ 29,871	\$ 29,871	\$ 29,871
						\$ 9,997	\$ 1,392	\$ 1,392	\$ 1,392	\$ 1,392	\$ 1,476	\$ 1,476	\$ 1,476
						\$ 48,060	\$ 8,013	\$ 8,009	\$ 8,009	\$ 8,009	\$ 8,009	\$ 8,009	\$ 8,009
						\$ 170,357	\$ 58,111	\$ 57,802	\$ 57,802	\$ 57,802	\$ 59,358	\$ 59,358	\$ 59,358

ASSUMPTIONS:

All values are rounded to the nearest dollar
Hourly vehicle rates are all inclusive (Hourly Rate + Fuel + Insurance + Maintenance + Sales Tax), and for estimating purposes are escalated at a rate of 6% per year:
All inclusive rates = Direct Salary Cost + Annual Approved WSDOT ICR (OH Rate) + Fee for Profit of 30% of Direct Salary Costs
For estimating purposes Direct Salary Rates are escalated at a rate of 5% per year effective annually on January 1st
Field office staff rates are calculated with KBA's Field Office Indirect Cost Rate (Overhead)
No night work is anticipated, night shift is billed with a 15% premium applied to the direct salary rate
No overtime is anticipated, overtime is invoiced at a 50% premium applied to the direct salary rate, for non-exempt employees

KBA PROJECT ESTIMATE
Kirkland Everest Park Restroom
City of Kirkland
Attachment B - Cost Estimate
9/5/2025



			2025			2026			TOTAL KBA PROJECT HOURS	TOTAL KBA LABOR
KBA STAFF	CLASS	ROLE	TOTAL HOURS	ALL INCLUSIVE RATE	TOTAL KBA LABOR	TOTAL HOURS	ALL INCLUSIVE RATE	TOTAL KBA LABOR		
TASK	01.00	Project Management	28	Hours	\$ 4,636	18	Hours	\$ 3,277	46	\$ 7,912
Gina Hortillosa	M003	Project Manager	8	\$ 282.67	\$ 2,261.36	6	\$ 296.80	\$ 1,780.82	14	\$ 4,042
Jean Guthrie Peabody	A003	Contract Administrator	20	\$ 118.72	\$ 2,374.43	12	\$ 124.66	\$ 1,495.89	32	\$ 3,870
TASK	02.00	Construction Management	672	Hours	\$ 109,640	504	Hours	\$ 86,342	1,176	\$ 195,982
Scott Robeson	E005	Senior Inspector	32	\$ 234.64	\$ 7,508.46	24	\$ 246.36	\$ 5,912.65	56	\$ 13,421
Amy Mason	T003	Inspector	640	\$ 159.58	\$ 102,131.97	480	\$ 167.56	\$ 80,428.92	1,120	\$ 182,561
Subtotal KBA Labor:			700	Hours	\$ 114,276	522	Hours	\$ 89,618	1,222	\$ 203,895
KBA EXPENSES			2025			2026			TOTAL EXPENSES	
KBA Field Vehicles			5,569			4,428				9,997
Markup	0%									
Subtotal KBA Expenses:			\$ 5,569			\$ 4,428			\$	9,997
SUBCONSULTANTS			2025			2026			TOTAL SUBCONSULTANTS	
HWA GeoSciences Inc.			20,634			10,316			\$	30,950.00
Certera			10,474			5,236			\$	15,710.00
Markup	3%		933			467			\$	1,399.80
Subtotal Subconsultant Cost:			\$ 32,041.24			\$ 16,018.56			\$	48,059.80
SUBTOTAL BY YEAR:			\$		151,886.66	\$		110,064	\$	261,951
									ESTIMATED PROJECT TOTAL	

ASSUMPTIONS:

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