



PROFESSIONAL SERVICES AGREEMENT

PSA 8/20/2025

Parks Maintenance Office Generator

The City of Kirkland, Washington, a municipal corporation ("City") and Wood Harbinger, whose address is 929 108th Ave NE, Suite, 1000, Bellevue, WA 98004 ("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 \$61,000, as detailed in Attachment A.
- 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 Facilities Manager for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the 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 or 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.

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: Sean Bollen

Signature:  Julie Underwood (Sep 3, 2025 12:18:12 PDT)

Printed Name: Sean Bollen

Julie Underwood, Deputy City Manager

Title: CEO/Principal

Date: 08/29/2025

Date: 09/03/2025



929 108th Ave NE, Suite 1000
Bellevue, WA 98004
425.628.6000
woodharbinger.com

CONSULTING SERVICES PROPOSAL

Client: City of Kirkland
123 Fifth Ave
Kirkland, WA 98033
Attention: Lee Ann Skipton
Project: City of Kirkland Parks Maintenance Center Generator
Proposal #: MPRO25.098
Date: June 2, 2025

1) PROJECT UNDERSTANDING

The City of Kirkland would like to add a generator to provide backup power to the entire Parks and Maintenance Center.

A. SCOPE.

This project will provide a new 200 kW exterior generator with a sound attenuating weatherproof enclosure and belly fuel tank to provide whole building backup for the City of Kirkland Parks Maintenance Center. The generator will be located on the driveway up to the loading dock. Electrical engineering will be provided by Wood Harbinger. Structural and Civil engineering will be provided by KPFF.

B. PROPOSAL BASIS.

This proposal is based on the following:

- Preliminary City of Kirkland Generator Feasibility Study dated May 10, 2025.
- Wood Harbinger will provide Electrical Engineering consulting services.
- The project delivery method will be Design-Bid-Build.
- This proposal includes Construction Documents, Bidding, and Construction Administration phases.
- This project is not pursuing LEED Certification.
- This project will not utilize 3D and Building Information Modeling (BIM).



- Civil Engineering will be provided by KPFF. See attached fee proposal for scope of work and fee assumptions.
- Structural Engineering will be provided by KPFF. See attached fee proposal for scope of work and fee assumptions.
- No design work is required or included for the upcoming vehicle charging project. The generator will be sized to accommodate the future vehicle chargers. The City of Kirkland will provide the load of future vehicle chargers to assist in final sizing of the generator.
- If a service or deliverable is not included in this Proposal, it is expressly excluded from the scope of this Proposal. Services and deliverables beyond the scope of this Proposal will be negotiated and authorized in writing before services commence.

C. SCHEDULE.

This Proposal is based on the following schedule:

- Estimated Notice-to-Proceed Date: June 2025
- Estimated Completion Date of Design: October 2025
- Estimated Completion Date of Construction: December 2026

Any changes to Project scope or schedule from what is defined in this Proposal may be subject to additional services.

2) FEE.

Fixed Lump Sum Fee of \$61,000 which includes Wood Harbinger and subconsultant fees but does not include reimbursables.



See summary below and attached fee proposal from KPFF for fee breakdown.

Phase	Wood Harbinger Electrical
Construction Documents	\$15,000
Bidding	\$2,000
Construction Administration	\$11,000
Total	\$28,000

A. SUBCONSULTANTS:

Wood Harbinger will employ the services of the following outside professional consultants. A 10 percent mark-up for gross receipts taxes, insurance expense and administrative expense will be added to consultant fees.

KPFF Civil Engineering	\$14,000
KPFF Structural Engineering	\$16,000
Consultant Markup 10%	\$3,000
TOTAL	\$33,000

B. REIMBURSABLE EXPENSES:

The following direct costs relative to this Project shall be reimbursed at a multiple of 1.10 times the amount billed to Wood Harbinger, estimated at \$4,000:

- Prints/reproductions requested by the Owner, Architect, or other consultants.
- Permit fees.

3) DESIGN DELIVERABLES.

A. DESIGN:

- Field Investigation.



- Coordination with Client, Owner, Vendors, and Utilities.
- Code analysis.
- Opinion of Probable Cost.
- Attendance at up to six virtual meetings.
- Design calculations for electrical load to show code compliance.
- Construction Document Division 00, 01 and 26 Specifications.
- Construction Document Drawings suitable for permit and bidding.
- Design Deliverables will be limited to one QC set and one submittal at each design milestone including: 50% Construction Documents, 90% Construction Documents and Final stamped Construction Documents.

B. BIDDING:

- Addenda preparation up to 2 Addenda.
- Respond to substitution requests.
- Attendance at one pre-bid meeting.

C. CONSTRUCTION ADMINISTRATION:

- Request for Information (RFI) responses.
- Submittal/Shop Drawing review, up to two iterations.
- Construction observation with reports, up to four trips.
- Final punch list.
- Review Pay Applications.
- Attendance at up to 10 virtual meetings.
- Preparation of reproducible Record Drawings based on Contractor mark-up.
- Contractor's Record Drawing review.
- Review O&M Manuals.



4) DELIVERABLE FORMAT.

Drawings will be developed in AutoCad v2020.

Wood Harbinger will provide deliverables in digital PDF format for printing by Client.

5) APPROVAL.

If this proposal meets with your approval, please sign your acceptance and send it back to us along with written notice to proceed. Please note that our proposal is valid for sixty (60) days. If you are not yet ready to contract for the entire scope but you want Wood Harbinger to begin services, then let us know and we will send an Authorization to Proceed, which you may execute and Wood Harbinger can then begin services while we finalize the contract terms.

It is our primary goal that this project is of the highest success for City of Kirkland. We appreciate your consideration of this proposal. We welcome the opportunity to discuss our proposed effort with you so that our proposed scope of work aligns with your expectations.



Please do not hesitate to contact me at (425) 628-6051 with any questions.

Sincerely,

WOOD HARBINGER, INC.

By: Sean Bollen
Sean Bollen, P.E.
C.E.O./Principal

6/2/2025
Date

CITY OF KIRKLAND

Accepted By: _____
Partner or Corporate Officer Date

Print Name and Title

Attachment(s): Standard Terms and Conditions
Task Hourly Fee Breakdown
KPFF Civil Engineering Proposal
KPFF Structural Engineering Proposal

SB:ME

STANDARD TERMS AND CONDITIONS

Prime Agreement. Wood Harbinger ("WH") must be provided a copy of the agreement between Client and Owner in advance of its proposal for this section to have effect. WH will provide its services in accordance with the provisions of the agreement between Client and Owner meeting the requirements of Owner for Client with respect to WH scope (scope as defined in this Agreement). If there is a conflict between the agreement between Client and Owner and this Agreement, this Agreement governs WH scope and the agreement between Client and Owner governs all other issues.

Client Responsibilities. Client is responsible to convey complete and accurate data to WH upon which WH will base its services. WH has the right to use any plans and related material provided to WH by Client. Client is responsible to perform design reviews and communicate decisions in a timely manner so that WH can deliver its services efficiently. Client will, or will have Owner, provide access to facilities for WH's performance of its services including labor and safety equipment as required by WH. Client will have Owner provide tests of equipment, machinery, pipelines, and other components of the Project facilities as may be required in connection with WH's services.

Standard of Care. That level of care practiced by similarly situated designers practicing in the same geographic location under similar circumstances.

Payment Terms. By the 5th of the current month, WH will submit invoices for all work performed during the preceding month. Client will pay invoices within ten days of receiving payment from Owner. If Client is not receiving payment from Owner due to Client's fault not contributed to by WH, then Client will pay invoices within 60 days of invoice date. Client must take exception in writing to any invoice with specific reasons

within ten business days of the date of the invoice or submit the invoice to Owner. Client agrees that invoice disputes that are not submitted to WH in writing within ten business days of the date of the invoice are waived and released. Monthly, the Client will provide a listing of Owner approved invoices, payments received from Owner and pending amounts released for payment by Client.

Finance Charges. A finance charge at the rate of 1% compounded monthly will be applied to outstanding invoices when Client has not met the Payment Terms. If any payment is past due or more than 90 days past invoice date, WH will provide five business days written notice to Client of intent to stop work and hold deliverables until payment of past due accounts is resolved. WH is not be responsible for any project delay if WH stops work under these circumstances.

Insurance. WH maintains the following insurance at the limits stated:

- PROFESSIONAL LIABILITY, \$5M PER CLAIM/\$5M ANNUAL AGGREGATE
- GENERAL LIABILITY, \$2,000,000
- AUTO (OWNED, NON-OWNED & HIRED), \$1,000,000
- EMPLOYERS' LIABILITY, \$1,000,000
- WORKERS' COMPENSATION, STATUTORY LIMITS

Scope Changes. WH will accommodate Client-initiated scope changes through an agreed upon written contract amendment. WH will provide Client with an Additional Services Request ("ASR") outlining additional scope of work and associated professional fees. WH will only proceed with additional scope after receiving written notice of acceptance of WH's ASR. If Client provides written notice of acceptance of WH's ASR without written



approval from Owner, then Client is obligated to pay the ASR regardless of payment by Owner.

Project Delays. If the project is put on hold for more than sixty (60) days, WH will bill and shall be paid for its services incurred to the date of notification.

Design Modifications. Modifications to the program, proposed systems, or overall space configurations that occur after 50% Design Development and that require additional design or redesign of previously agreed to building areas or systems are Additional Services and are treated as scope changes.

Opinions of Cost, Financial Considerations, and Schedules. In providing financial analyses or opinions of cost, economic feasibility, and scheduling for the Project, WH will use professional judgment. WH has no control over costs or prices of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; or other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, WH makes no promise that the Client's actual Project costs or schedules will not vary from WH's projections.

Contaminants. WH will notify Client if it becomes aware of a possibility that contaminants exist in the Project area. Client must hire, or cause Owner to hire, others to investigate and test suspect materials to determine the extent and nature of the contaminants and take appropriate measures for remediation.

Existing Conditions. The remodeling and/or rehabilitation of existing systems requires that assumptions be made regarding existing conditions. Some assumptions may not be verifiable without expending additional money or

destroying otherwise adequate or serviceable portions of the facility. WH is not responsible when actual conditions are later discovered to deviate from assumed conditions.

3D and Building Information Modeling (BIM). All 3D and BIM provided by WH are for coordination and document production with Client and contractors, are not a tool for the construction phase, and may not reflect all of the components required to be present in the Deliverables. 3D and BIM models provided by WH do not supplement, modify or replace the Contract Documents.

Indemnity. The parties indemnify each other, their officers and employees from losses, including the other's, its officers' and employees' attorney fees and expenses, arising from claims by third parties but only to the extent those losses are caused by the negligence of the indemnifier, its employees and consultants. Defense of claims is not included but the indemnifier will reimburse defense costs to the degree they are incurred due to the indemnifier's, its employees', and consultants' negligence.

Copyright. WH grants to Client a nonexclusive copyright license to use WH's plans and specifications on the Project. This license will be broadened to the extent required to meet the requirements of Client's agreement with Owner. WH will obtain similar licenses from its consultants.

Entire Agreement. This Agreement constitutes the entire understanding of the parties concerning the Project and supersedes all prior negotiations and written agreements between them. Any representation made to induce the execution of this Agreement has been included in the Agreement or is no longer being relied upon. Any modification to this Agreement may only be made in writing, signed by both parties.



AGREEMENT FOR PROFESSIONAL SERVICES

DATE: May 27, 2025

CLIENT: Sean Bollen CEO/Principal
Wood Harbinger

PROJECT NAME: City of Kirkland – Parks and Maintenance
Emergency Generator Civil Design

LOCATION: 12006 120th Place NE
Kirkland, WA

SCOPE OF SERVICES

KPFF CIVIL will provide Construction Document design-related services including the following:

- Overall site plan locating the new pad, conduit routing, and pavement patching.
- Pavement patching, conduit section and trenching details
- Pavement and earthwork specifications
- Respond to building department comments and provide design revisions

KPFF will provide construction related services including the following:

- Response to contractor questions.
- Review of submittals for asphalt and aggregate.
- One site visit is provided for during construction.

ASSUMPTIONS

This proposal is based on the following assumptions:

- A site survey will be provided to use as a site plan background and utility locate map.
- Permit application, including submittals forms, fees, site maps, vicinity maps and legal descriptions, if required, are excluded from this proposal. KPFF will provide our drawings to Wood Harbinger for submittal to the building department.
- A total of two site visits are anticipated for this project, one each during design and construction. It is assumed that design team meetings, if required, will be virtual.

KPFF, Inc. shall perform this work in conformance with the Terms and Conditions attached to and made a part of this contract, as shown on Page 3 of 3.

**FEE**

We propose to provide these civil engineering services for the following lump sum fees:

Construction Documents	\$11,000
<u>Construction Administration</u>	<u>3,000</u>
Total Civil Fees	\$14,000

Billings will be issued monthly based on the percentage of work completed. Please sign and return a copy of this proposal as our agreement for services and notice to proceed.

Offered By (KPFF, Inc.)

Accepted by (Wood Harbinger)

(Signature) 

(Signature)

(Principal) *Joe D Eberhardt*

(Print Name/Title)

TERMS AND CONDITIONS

KPFF, Inc. ("KPFF") shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

1. Additional Services – Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Client and KPFF and agreed to in a written amendment.

2. Limitation of Liability – To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$50,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

3. Mediation – All disputes between Client and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to commencement of any other dispute resolution proceeding.

4. Suspension of Services – If Client fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days' written notice to Client. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest and KPFF shall continue to provide services in a mutual effort to keep the project on schedule and the Parties shall resolve the payment dispute after substantial completion.

5. Termination – This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

6. Ownership of Instruments of Service – KPFF's drawings, calculations and specifications are KPFF's Instruments of Service and are, and shall remain, the property of KPFF as the author and owner, whether the project for which they are made is executed or not. So long as Client performs all of its obligations under this Agreement, including, without limitation, payment of all sums owed to KPFF and its consultants, KPFF grants a revocable, royalty-free license to Client to use the Instruments of Service for the limited purpose of facilitating the design, construction, or maintenance of the Project. The Instruments of Service are not to be used on other projects or extensions to this project except by agreement in writing. Any unauthorized use or modifications to the Instruments of Services absent KPFF's written approval shall be at Client's sole risk and without liability to KPFF. Client shall indemnify, immediately defend, and hold KPFF harmless from and against any and all losses, claims, or damages arising out of or related to such subsequent use or modification, other than to the extent such losses arise out of the sole negligence or willful misconduct of KPFF.

7. Contract & Construction Administration – KPFF's review of contractor's shop drawings shall be for the limited purpose of checking general conformance with the Contract Documents. KPFF expressly disclaims any responsibility for contractor or subcontractor construction means and methods and Client acknowledges contractor's ultimate responsibility for constructing the Project in conformance with the Contract Documents. KPFF's presence on the site is for the limited purpose of providing observation and does not include responsibility for supervision or direction of the actual work of the contractor, its employees or agents, nor under any circumstances shall Consultant be responsible for the means and methods of construction, or site safety, which is solely within the purview of others.

8. No Third-Party Beneficiary – Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against KPFF or Client.

9. No Assignments – Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

10. Payments – KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1 ½ %) for each one month of delinquency (or the maximum allowable by law, whichever is lower).

11. Waiver of Consequential Damages – To the fullest extent permitted by law, the Parties waive any entitlement to recovery of consequential damages for any act, error, or omission arising out of or related to this Agreement.

NOTE: These Terms and Conditions are only valid if accompanied by KPFF's Agreement for Professional Services (along with any Attachments which may be referenced in the Agreement for Professional Services) shown on Page 1 of 3.

Revised: May 2023

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AGREEMENT FOR PROFESSIONAL SERVICES

DATE: May 29, 2025

CLIENT: Sean Bollen CEO/Principal
Wood Harbinger

PROJECT NAME: City of Kirkland – Parks and Maintenance
Generator Foundation Design

LOCATION: 12006 120th Place NE
Kirkland, WA

SCOPE OF SERVICES

Provide foundation design for an exterior skid-mounted 200 kW standby generator with a belly diesel tank and acoustical enclosure. KPFF will design the concrete foundation pad and equipment anchorage to the foundation. We will provide a foundation plan, details, general structural notes and calculations as required for permit submittal and construction. It is assumed that no geotechnical report will be provided and that KPFF will base its foundation design on the presumptive load bearing values in the 2021 IBC. We will respond to building department comments and provide design revisions as required to obtain a building permit.

KPFF will provide construction related services including the following:

- Response to contractor questions.
- Review of submittals including rebar shop drawings and concrete mix designs.
- One site visit is provided for during construction.

ASSUMPTIONS

This proposal is based on the following assumptions:

- No detailed material specifications will be required. Structural material requirements will be included on the structural sheet in the form of general structural notes.
- Permit application, including submittals forms, fees, site maps, vicinity maps and legal descriptions, if required, are excluded from this proposal. KPFF will provide our drawings and calculations to Wood Harbinger for submittal to the building department.
- Equipment information will be provided by the manufacturer and will include weights, center of mass, dimensions and anchor bolt locations suitable for design of the foundations.
- A total of two site visits are anticipated for this project, one each during design and construction. It is assumed that design team meetings, if required, will be virtual.

KPFF, Inc. shall perform this work in conformance with the Terms and Conditions attached to and made a part of this contract, as shown on Page 3 of 3.

**FEE**

We propose to provide these structural engineering services for the following lump sum fees:

Construction Documents	\$12,000
<u>Construction Administration</u>	<u>4,000</u>
Total Structural Fees	\$16,000

Billings will be issued monthly based on the percentage of work completed. Please sign and return a copy of this proposal as our agreement for services and notice to proceed.

Offered By (KPFF, Inc.)

Accepted by (Wood Harbinger)

(Signature)

(Signature)

(Blake Reeve/Associate)

(Print Name/Title)

TERMS AND CONDITIONS

KPFF, Inc. ("KPFF") shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

1. Additional Services – Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Client and KPFF and agreed to in a written amendment.

2. Limitation of Liability – To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$50,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

3. Mediation – All disputes between Client and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to commencement of any other dispute resolution proceeding.

4. Suspension of Services – If Client fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days' written notice to Client. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest and KPFF shall continue to provide services in a mutual effort to keep the project on schedule and the Parties shall resolve the payment dispute after substantial completion.

5. Termination – This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

6. Ownership of Instruments of Service – KPFF's drawings, calculations and specifications are KPFF's Instruments of Service and are, and shall remain, the property of KPFF as the author and owner, whether the project for which they are made is executed or not. So long as Client performs all of its obligations under this Agreement, including, without limitation, payment of all sums owed to KPFF and its consultants, KPFF grants a revocable, royalty-free license to Client to use the Instruments of Service for the limited purpose of facilitating the design, construction, or maintenance of the Project. The Instruments of Service are not to be used on other projects or extensions to this project except by agreement in writing. Any unauthorized use or modifications to the Instruments of Services absent KPFF's written approval shall be at Client's sole risk and without liability to KPFF. Client shall indemnify, immediately defend, and hold KPFF harmless from and against any and all losses, claims, or damages arising out of or related to such subsequent use or modification, other than to the extent such losses arise out of the sole negligence or willful misconduct of KPFF.

7. Contract & Construction Administration – KPFF's review of contractor's shop drawings shall be for the limited purpose of checking general conformance with the Contract Documents. KPFF expressly disclaims any responsibility for contractor or subcontractor construction means and methods and Client acknowledges contractor's ultimate responsibility for constructing the Project in conformance with the Contract Documents. KPFF's presence on the site is for the limited purpose of providing observation and does not include responsibility for supervision or direction of the actual work of the contractor, its employees or agents, nor under any circumstances shall Consultant be responsible for the means and methods of construction, or site safety, which is solely within the purview of others.

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