



PROFESSIONAL SERVICES AGREEMENT

NMC3000150 – 6th St W / Kirkland Way Sidewalk Improvements



The City of Kirkland, Washington, a municipal corporation ("City") and Toole Design Group, LLC whose address is 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910 ("Consultant"), agree and contract as follows.

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

I. SERVICES BY CONSULTANT

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

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$394,476.00, as detailed in Attachment B.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

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

IV. OWNERSHIP OF WORK PRODUCT

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

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

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

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

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

V. GENERAL ADMINISTRATION AND MANAGEMENT

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

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is December 31, 2026.

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

VII. SUCCESSORS AND ASSIGNS

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

VIII. NONDISCRIMINATION

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

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

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

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

F. Failure to Maintain Insurance

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

G. City Full Availability of Consultant Limits

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

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

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

XII. FUTURE SUPPORT

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

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he

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

XIV. EXTENT OF AGREEMENT/MODIFICATION

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

XV. ADDITIONAL WORK

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

XVI. NON-ENDORSEMENT

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

XVII. NON-COLLUSION

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

XVIII. WAIVER

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

XIX. ASSIGNMENT AND SUBCONTRACT

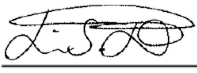
The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XX. DEBARMENT

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

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

CONSULTANT:

Signature: _____

Printed Name: Jessica Juriga Fields

Title: Regional Operations Director

Date: 08/26/2025

CITY OF KIRKLAND:

Signature: _____
James Lopez (Aug 27, 2025 1:16:01 PDT)

Printed Name: James Lopez

(Type City Staff Name)

Title: Deputy City Manager, External Affairs

Date: 08/27/2025

INTRODUCTION

The City of Kirkland's Safer Routes to School Plan, adopted in 2021, identifies the need for a network of connected sidewalks and crossings that serve local schools. One project prioritized by the Kirkland community is the addition of sidewalk along 6th Street West from Market Street to 11th Avenue West in the Market Neighborhood and Kirkland Way from 2nd Avenue to the Cross Kirkland Corridor in the Moss Bay Neighborhood. Among other destinations, these sidewalks serve Kirkland Middle School, Peter Kirk Elementary School, and Lake Washington High School.

The overall objective of this project is to prepare a bid package for the sidewalk improvements on 6th Street West from Market Street to 11th Avenue West and Kirkland Way from 2nd Avenue to approximately 150-feet west of the Cross Kirkland. Elements of this project will include the details and plans for the sidewalk and intersection improvements, survey, landscaping, public outreach, right-of-way plans and coordination, environmental permitting and documentation. Right-of-way acquisition services (permanent and/or temporary construction easements) are needed; however, R/W acquisition services are not included. This phase project will be funded through local City of Kirkland funds.

Sidewalk improvements will include curb and gutter and sidewalk and potential landscape strips. Other project elements will include cut and fill retaining walls, stormwater conveyance, pavement markings, and a 150-foot length of water main extension.

Environmental documentation and permitting will be in accordance to support SEPA.

It is anticipated that potential minor overhead and underground utility relocations may be required to accommodate the proposed improvements.

The Toole Design team is comprised of the following subconsultant team members.

- David Evans and Associates who will provide survey and permitting support Services
- HWA Geosciences who will provide geotechnical services

Toole Design Team's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The Toole Design Team will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of Toole Design, provided that the total contracted amount is not exceeded. The Toole Design Team will have the flexibility to manage budget within a given discipline on a subtask level.

Services provided by the Toole Design Team will consist of:

GENERAL SCOPE OF SERVICES/SCOPE OF WORK

This Scope of Services describes the work elements to be accomplished by the Toole Design Team as summarized under each Task. This scope consists of the following elements:

- Task 1 – Project Management and Coordination
- Task 2 – Conceptual Design
- Task 3 – Public Engagement
- Task 4 – Topographic Survey and Base mapping (DEA)
- Task 5 – Geotechnical Investigations (HWA)
- Task 6 – Environmental Documentation and Permitting (DEA)
- Task 7 – Storm Drainage Design
- Task 8 – 30% Plans and Opinion of Costs
- Task 9 – 60% PS&E
- Task 10 – 90% PS&E
- Task 11 – 100% PS&E
- Task 12 – Final Ad-Ready PS&E Preparation
- Task 13 – Bid Support

This Scope of Services is defined in the tasks below.

SCOPE OF SERVICES DEFINED

Task 1 – Project Management and Coordination

Overall project management and coordination work elements include:

1.1 Kickoff Meeting and Project Coordination with the City

The Toole Design Team will attend and document a kickoff meeting to discuss the existing conditions along the corridor, including constraints and any ongoing planning or construction projects, as well as the City's goals and vision for the project. The Team will discuss and agree upon a detailed schedule to advance the project forward in accordance with the City's needs and the practical considerations of stakeholder involvement.

The Toole Design Team will coordinate with the City on a regular basis to keep the City's project manager informed about project progress, project issues and schedule. The Toole Design Team will attend and document bi-weekly meetings (via conference call) with the City throughout the duration of the project to review progress and discuss project action items and next steps.

The Toole Design Team will prepare a Work Plan to be distributed at the project kickoff meeting. At a minimum, the Project Work Plan will include:

- Detailed project schedule covering key milestones, Quality Assurance/Quality Control and design reviews, deliverables, and tentative meeting dates
- List of lead staff and/or departments responsible for each task
- List of agencies/departments requiring approval for each task and/or deliverable
- Communication protocol
- Document control protocol
- QA/QC Plan that includes details of internal team and City design review process
- Critical decision points and dependencies
- Change management strategy

The Toole Design Team will perform and document QA/QC reviews in accordance with the Work Plan.

To facilitate timely decision-making, this task will also include preparing and maintaining an Action Items Tracking Matrix and a Record of Decision(s) describing key decisions and actions needed to drive the project forward. Each required action item will be assigned to an individual Toole Design Team member, and where applicable,

will also be assigned to appropriate City, agency, and/or stakeholder personnel. It will be the Toole Design Team's responsibility to follow up with an appropriate agency or stakeholder staff between meetings to ensure that action items are closed out in a timely manner.

The Toole Design Team will attend one (1) project kickoff meeting with the City and up to twenty (20) bi-weekly project status meetings at the City. These meetings under this work element will include the following participation by the Toole Design Team team:

- Kickoff meeting will include attended by up to four (4) staff from the Toole Design team.
- Up to twenty (20) meetings attended by up to two (2) staff from the Toole Design team.
- Subconsultant attendance at meetings related to design work will be included under those individual design tasks.
- The Toole Design Team will prepare agendas and meeting notes/action items and distribute to attendees.

If the Client has a change in project manager, the Toole Design Team will meet with the new project manager, provide a summary of design and progress, provide a summary of decisions made, and provide past deliverables to date. This effort is included in this task. If changes to completed design efforts and/or Scope of Services are requested due to the change in City's project manager, this will require a supplement to the Agreement.

1.2 Project Schedule, Budget, and Team Management

The Toole Design Team will develop an overall project schedule which will include a schedule by task, for the project phases, through bid advertisement for the full project. The Toole Design Team will prepare a draft and final schedule for the City review, and then the Toole Design Team will prepare regular schedule updates as the project progresses. The Toole Design Team will also manage the overall project budgets, monitor staff and subconsultants, manage change and prepare amendments, and monitor work progress under this work element.

1.3 Progress Reports and Invoices

As part of the project, the Toole Design Team will prepare monthly progress reports that describe the work items and percentage of work items that were accomplished during a given month, as well as a forecast of work to be completed over the following month. Progress report will include a status of budget, spent, and remaining for each individual task. The monthly progress reports will also identify other issues or problems that may occur in any given month, if any. The Toole Design Team will submit these monthly progress reports to the City's Project Manager with the monthly invoices. The monthly invoices will bill by individual tasks. The Toole Design Team's Project Manager will notify City's Project Manager, in writing, of any out of scope and/or budgetary issues that are inconsistent with this Scope of Services.

Assumptions:

- This design phase shall be no longer than 10 months, though the contract expiration may be a later date.
- Project kickoff meeting will be held virtually via Teams.
- Meetings between Subconsultants will be conducted under other scope tasks.

Deliverables:

- Kickoff Meeting Agenda and Meeting Notes/Action Items
- Bi-weekly Project Meeting Agendas for up to 20 meetings and notes/action items
- Action Items Tracking Matrix
- Work Plan
- Project Schedule (Microsoft Project format)
- Monthly Invoices and Progress Reports

Task 2 – Conceptual Design

The Toole Design Team will prepare design concepts for the City's review. The goal of this task is to establish the project goals, determine the preferred cross-section, and establish the minimum design criteria.

2.1 Field Review

The Toole Design Team will conduct a field review at the outset of the project to identify key field conditions that may impact the design including the location and/or presence of driveways and roadways, trees, utilities (underground and overhead) and drainage issues.

2.2 Review of Guidelines and Standards

The Toole Design Team will review city guidelines and standard plans, as well as existing plans and GIS data provided by the City to populate existing base map information. The Toole Design Team will prepare a list of design criteria, including minimum facility widths, and known constraints which will dictate the final roadway configuration, including utility, ROW, design and control vehicles, property access, and/or tree constraints.

2.3 Concept Design

The Toole Design team will prepare a concept design roll plot for the project. The concept design will establish the general sidewalk alignment, section (approximate widths of sidewalk and landscape strip, curb and gutter locations, etc.), and approximate footprint of proposed work based on field review and City standards. General location and type of features like curb ramps, walls, above ground utility adjustments, etc. will be shown with limited information but called out.

Assumptions:

- Base mapping will consist of the latest aerial mapping and available GIS layers provided by the City. Base mapping for this task does not include survey.
- A single design concept for each location will be developed. City comments on the design concepts will be discussed and resolved prior to beginning the 30% design phase.
- The design concept roll plot will be illustrative with colored hatching to represent surface materials.
- Opinion of costs will not be prepared for the concept design.

Deliverables:

- Concept design base map developed in AutoCAD
- Concept design roll plot in PDF format

Task 3 – Public Engagement

The *Toole Design team* will provide support to the *City* for public engagement *materials*. Services will include up to (2) graphics creation to support the proposed design.

Assumptions:

- The graphics will be illustrative with colored hatching to represent surface materials.
- Attendance at public meetings like engagement events, council meetings, etc. are not anticipated.

Deliverables:

- Up to 2 graphics in PDF format for inclusion in public engagement materials.

Task 4 – Survey and Base mapping (DEA)

4.1 Data Collection

The Toole Design team will research and collect existing roadway, ROW, utility, and land survey information from the City and respective utility agencies for inclusion in the mapping.

4.2 Horizontal and Vertical Control Network

The Toole Design team shall utilize City provided survey data to establish supplemental horizontal and vertical control points as needed for the purpose of performing surveying services. Horizontal and vertical control points shall be based upon at least two local control monuments which will then be referenced on the final drawings. These monuments shall serve as the basis of the horizontal coordinates and control of the site.

4.3 Establish Road Centerline Alignments and Rights-of-Way (Base Map)

The Toole Design team shall utilize previously established centerlines and rights of way within the project limits to establish a ROW base map for this project. Parcel lines for adjacent properties will be shown as near as possible to their actual locations but will be solely based upon readily available public records and maps. No additional survey work is proposed to perform boundary surveying on any parcel, unless requested at a later date. The base map will be used to validate the location of existing improvements located by the topographic survey. The base map will show located street monuments and property corner markers found that were used to create this map.

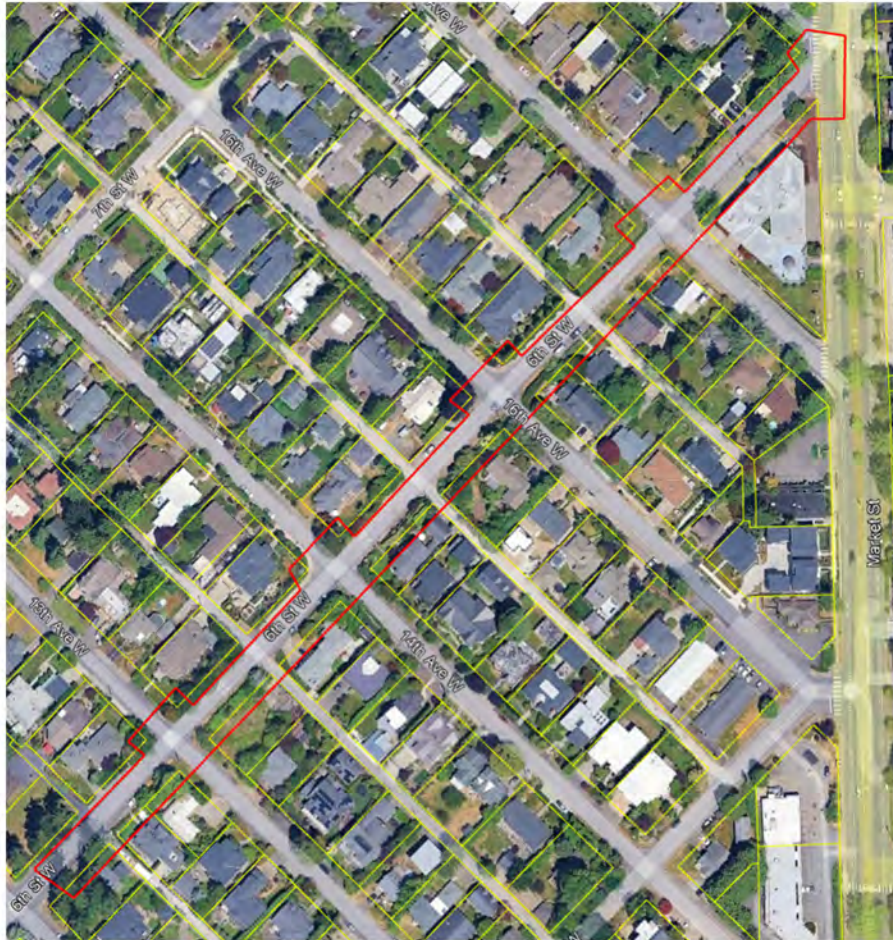
4.4 Topographic Survey

The Toole Design team shall prepare a project topographic base map. The base map will incorporate City and franchise utility 'as-built' information, ROWs and road centerlines, property lines, and other existing features within the project limits including:

- Pavement limits
- Driveways
- Fences
- Storm drainage structures with pipe invert elevations
- Sanitary sewer manholes with pipe invert elevations
- Water valves, fire hydrants, and associated features with nut elevations
- Electrical power vaults and associated surface features
- Overhead utility lines
- Telephone manholes and pedestals
- Natural gas valves, meters, and warning markers
- Cable TV pedestals
- Street lighting
- Signage
- Utility poles
- Overhead wires, guy wires
- Meters
- Road channelization
- Trees
- Street markings

The project survey limit areas are highlighted in red in the figures below.

Area 1: 6th Street West from Market Street to 11th Avenue West



Area 2: Kirkland Way from 2nd Avenue to the Cross Kirkland Corridor



The Toole Design team shall contract with an underground utility locate service to set paint marks as the surface location of the underground utilities. The Toole Design team will use these marks as evidence to depict the underground location of these utilities.

The Toole Design team shall prepare the final topographic survey map with a one-foot contour interval within the paved surfaces of the roadway prism and a two-foot contour interval on non-paved surfaces outside the roadway prism. The mapping shall be plotted at a scale of one inch equals twenty feet (1"=20') with a one-foot contour interval.

Deliverables

- Electronic copy of the topographic base map, right-of-way centerline, parcel lines, and data points in AutoCAD.

Task 5 – Geotechnical (HWA)

5.1 Geotechnical Investigations

Collect and Review Available Geotechnical Data

HWA will review readily available geotechnical information along the project corridors. This review will include online geotechnical databases, geologic maps, documents provided by the City, and information in HWA's library.

Site Reconnaissance and Conduct Utility Locates

HWA will conduct a geotechnical site reconnaissance of the project corridors. This reconnaissance will be used to identify geotechnical challenges and to assist in planning the geotechnical exploration program. During the site reconnaissance, HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. HWA will make an additional site visit to verify that the proposed locations of the borings are clear of utilities prior to finalizing the exploration plans and mobilizing the equipment.

Plan the Geotechnical Field Exploration Program

HWA will plan and coordinate the geotechnical exploration program for the project. The program will consist of conducting one day of limited access borings along each of the two identified project alignments (two days of drilling total). HWA will attempt to conduct the explorations outside of the traffic lanes where possible but assumes for budgeting purposes that the explorations may need to be conducted within the travel lanes with the use of flaggers.

Generate Geotechnical Exploration Work Plan

HWA will prepare a geotechnical work plan for the proposed exploration program. The work plan will be submitted to the design team and the City for review and approval. The work plan will show the location, types, traffic control measures, and access paths of proposed field explorations. We assume the City will provide any required permits, rights of entry, or approvals at no cost to HWA.

Conduct Geotechnical Explorations

HWA will conduct one day of geotechnical borings along each of the two project corridors (total of two days of drilling) to assess the subsurface soil and groundwater conditions along the alignments.

The borings will be drilled to a depth of 20 to 30 feet below ground surface in support of infiltration screening. These borings will be spaced approximately equally to cover the project alignments. Drilling spoils will be drummed and disposed of offsite by the drilling contractor.

HWA will install groundwater monitoring piezometers within two (2) of the proposed borings (one along each alignment) to monitor and assess the groundwater fluctuation during the wet season. Data logging transducers will be installed in the monitoring piezometers to record water levels. The water level information collected will be used in geotechnical analyses to develop recommendations for infiltration potential.

Generate Exploration Logs and Assign Laboratory Testing

HWA will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing may include moisture content, hydrometers, grain-size distribution, and Atterberg Limits.

Conduct Groundwater Monitoring

HWA will install groundwater monitoring transducers in each monitoring well. These transducers will be set to take groundwater elevation readings every half an hour for one (1) year. HWA will make periodic site visits to download and process the groundwater data. This data will be used to provide the designer and prospective contractors with information related to seasonal groundwater variations across the site.

5.2 *Geotechnical Design Services*

Evaluate Field and Laboratory Data

Based on the borings and the laboratory test results on selected samples, HWA will generate estimates of soil properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.

Infiltration Screening Analysis

HWA will evaluate the data obtained from the geotechnical explorations and laboratory testing to evaluate the feasibility of the use of onsite infiltration, as a means of stormwater management, along both alignments. Grain size analysis will be used to estimate preliminary infiltration rates if the observed subsurface soils and groundwater conditions are determined to be conducive to onsite infiltration. If the subsurface conditions are conducive to the use of onsite infiltration, HWA will provide recommendations for infiltration testing to be completed under a future scope of work. If onsite infiltration is determined not to be feasible, this will be documented in our geotechnical report and no further work will be recommended.

HWA QA/QC

All design calculations and recommendations will be reviewed by a senior principal prior to distribution to the design team or the City.

Prepare Draft Geotechnical Engineering Report

HWA will prepare a draft geotechnical report for the project. This report will contain the results of the explorations and analyses performed, including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. The report will provide preliminary geotechnical recommendations related to stormwater infiltration feasibility.

Prepare Final Geotechnical Engineering Report

HWA will finalize our geotechnical report once we receive consolidated review comments from Perteet and the City.

Assumptions:

- No hazardous materials report will be completed by HWA.
- No geotechnical design recommendations other than screening for infiltration feasibility will be conducted as part of this scope of work.
- HWA assumes traffic control will consist of signal lane closures with the use of two flaggers.
- The subsurface explorations will not be used to assess site environmental conditions. However, visual and/or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.
- The borehole locations will be surveyed by others.
- Soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of 2.5 feet.
- The two wells installed as part of this investigation will be maintained throughout design and decommissioned in accordance with WAC requirements by the Contractor during construction.
- No stormwater infiltration testing will be conducted as part of this scope of work. If infiltration is determined to be feasible, infiltration testing will be required as part of a future scope of work.
- Explorations conducted through pavement will be patched with quick drying cement and no hot mix asphalt patching will be required.

Deliverables:

- Geotechnical Exploration Work Plan
- Draft Geotechnical Engineering Report
- Final Geotechnical Engineering Report

Task 6 – Environmental Documentation and Permitting (DEA)

6.1 SEPA Support

The Toole Design Team will support the City by filling out the SEPA application and SEPA checklist and by providing necessary documents to support the SEPA checklist such as the stormwater checklist.

6.2 City of Kirkland Right-of-Way Use Permit

A City of Kirkland Right-of-Way Use Permit may be required for the project. The Toole Design team will fill out the permit application.

Assumptions:

- No significant trees will be affected by the project.
- The Kirkland Public Works Improvement Evaluation Packet will be prepared by City staff.
- Filling of ditches along 6th St West will not trigger any environmental review or permitting.
- Critical area assessment, mapping, or reporting will not be required.

6.3 Hydraulic Project Approval (HPA) Permit

Storm drainage pipe replacements are anticipated to connect to structures that contain existing streams. A Hydraulic Project Approval (HPA) permit will be required. The CONSULTANT will lead coordination with the Washington Department of Fish & Wildlife and prepare permit application materials.

6.4 City of Kirkland Tree Permit

Based on an initial field review of the corridors it is assumed that multiple trees on public and private property may be required to be removed in order to construct the proposed improvements. The Toole Design team will prepare an arborist report for up to ten trees that may be impacted or removed. The Toole Design team will out the tree permit application.

Assumptions:

- Up to ten trees may be impacted by the project and require evaluation by a certified arborist.
- Supporting materials for the tree permit application will be the arborist report and plan sheets prepared under other tasks.

Task 7 – Storm Drainage Design

Overall task management and coordination work elements include:

7.1 Design Criteria

The 2016 King County Surface Water Design Manual (KCSWDM), Kirkland Addendum to the 2016 KCSWDM, and Kirkland Municipal Code (KMC), City of Kirkland Public Works Pre-Approved Plans, as well as the 2012 Low Impact Design Manual, will be used as the drainage design manuals for this project. Prior to beginning project drainage design, a Storm Drainage Design Criteria matrix will be prepared summarizing all drainage related requirements and standards.

Assumptions:

- The Storm Drainage Design Criteria matrix will be shared with the City for review and concurrence before the Consultant proceeds with detailed design work.

Deliverables:

- One (1) PDF copy of the Storm Drainage Design Criteria matrix, to be included in the appendix of the Drainage Report

7.2 Off-Site Analysis

The Consultant will conduct a downstream analysis extending ¼ mile downstream/down-gradient of the project limits. The downstream analysis will include a review of recent drainage complaint documentation provided by the City (if it exists) and a visual assessment of the downstream route to identify evidence of erosion, flooding, sedimentation, or flow constriction points. A visual above-ground inspection, where practical, will be conducted for the downstream drainage conveyance system associated with the project. Representative photographs will be taken and an assessment of the downstream effects will be performed. The assessment of the downstream effects is to be a qualitative evaluation based upon engineering judgment. The Consultant will prepare a written description of the downstream system conditions and provide a map showing downstream routes. This task does not include detailed hydraulic analysis or computations of the downstream section, but it can be provided as an additional service.

The Consultant will perform a visual inspection of the upstream contributing basin area of the site and provide an estimate of the area draining to the site based on available mapping data and site visit observation. This task does not include a detailed review of upstream basin boundary or land use assessment and any detailed hydraulic analysis or computations associated with the upstream basin, but it can be provided as an additional service.

Assumptions:

- The site consists of two TDA's and therefore the Consultant will analyze up to two (2) downstream routes.
- The downstream route field investigation is assuming the Consultant has permission to enter private properties to conduct the work. If the downstream route field investigation requires access onto private property, right-of-entry permissions will be obtained by the City of Kirkland.

Deliverables:

- Offsite Analysis Write-up, to be included in a section of the Technical Information Report (TIR), see Task 7.6

7.3 Site Assessment

The Toole Design Team will prepare site assessment maps showing existing drainage features, drainage patterns, and soil conditions within the project limits. The site assessment maps will be assembled based upon the project specific topographic survey mapping, City, and County maps. Offsite information that is outside of the new survey limits will be acquired from GIS mapping, City records, and County maps. The site assessment mapping will include:

- Land use types and areas
- Topographic plans within the road project right-of-way, including enclosed drainage
- Topographic mapping outside of road project right-of-way but within project area of interest (electronic GIS)
- Watershed and stream basin information (electronic GIS)
- Wetlands, streams, and other critical areas (if applicable)
- Relevant Basin Plans that may have impact on drainage design (supplied by City, if available)
- Soil types obtained from the Natural Resources Conservation Service (NRCS) Web Maps

The Toole Design Team will prepare maps identifying existing and proposed impervious areas. This is used for threshold determination in accordance with the drainage standards, and to identify mitigation needs for flow control and water quality treatment. Tributary drainage area (TDA) boundaries, based on roadway high points and conveyance system configuration, will be identified on these maps. The Toole Design Team will prepare a summary of area tables for pre- project and post-project conditions.

This work element includes updating the proposed impervious area maps after 60% plans are complete, if there are significant changes to the roadway design that warrants an update.

Deliverables:

- Existing Drainage Condition Maps (approximately three [3] 11"x17" sheets, to be included in the Drainage Report)
- Downstream Routes/Upstream Areas Exhibit (two [2] 11"x17" sheets, to be included in the Drainage Report)
- Soils Map (two [2] 11"x17" sheets, to be included in the Drainage Report)
- Existing Impervious Area Maps (approximately three [3] 11"x17" sheets, to be included in the Drainage Report)
- Proposed Impervious Area Maps (approximately three [3] 11"x17" sheets, to be included in the Drainage Report)
- Tables identifying the different types of impervious surfaces (to be included in the Drainage Report)

7.4 Water Quality and Flow Control Calculations

The Toole Design Team will prepare sizing calculations for the proposed water quality treatment and flow control facilities.

Assumptions:

- The hydrologic analysis conducted as part of this work element will be done using WWHM version 4, a continuous simulation modeling software accepted by the Washington State Department of Ecology.

Deliverables:

- Water Quality Treatment and Flow Control calculations (to be included in the Drainage Report)

7.5 Drainage Report

The Toole Design Team will assemble a draft (60%) and final Drainage Report. The Drainage Report will include a written assessment and summary of the surface water design features on the project, summary tables, flow control and water quality treatment calculations, pipe capacity calculations, drainage basin maps, and supporting exhibits.

Independent QA/QC reviews of the Drainage Report will be conducted for each submittal (60% and 90%). QA/QC reviews will be conducted by senior staff.

Assumptions:

- According to the City's online GIS system all of the existing drainage pipes in the 6th Street W site vicinity are 12" and smaller, including any pipes that may be replaced, modified, or connected to. It is anticipated that all new drainage pipes at this site will be no larger than 12", the minimum required by the City's Storm Drainage Policies, and will not need conveyance modeling calculations. Additionally, the Kirkland Way site has existing storm mains in the street and any new pipes would only need to convey small areas. It is assumed that the minimum size of 12" will be sufficient for these connections.

Deliverables:

- Draft Drainage Report at 60% PS&E (electronic copy, PDF format)
- Final Drainage Report at 90% PS&E (electronic copy, PDF format)

7.6 Drainage Plans

The Toole Design Team will prepare drainage plan sheets in support of the project.

Independent QA/QC reviews of the Drainage Plans will be conducted for each submittal (60% and 90%). QA/QC reviews will be conducted by senior staff.

Deliverables:

- 30% Drainage Plans (To be submitted as part of Task 8)
- 60% Drainage Plans (To be submitted as part of Task 9)
- 90% Drainage Plans (to be submitted as part of Task 10)
- 100% Drainage Plans (To be submitted as part of Task 11)
- Bid Ready Drainage Plans (To be submitted as part of Task 12)

Task 8 – 30% Design, Plans, and Opinion of Costs

The Toole Design Team will prepare the 30% design level construction plans and opinion of costs and submit them to the City for review and comment. A basis of design memorandum will also be prepared to document the established project design criteria.

8.1 Site Walk and Survey Review

The Toole Design Team will perform a field review of the project base plan information to verify the location of existing features, including noting legends on all warning, regulatory and route marker signs, and ensuring the base plans provide sufficient information regarding existing drainage and sewer systems, as well as cross section elements include existing features such as walls, hydrants, poles, trees, sills, wells, ledge, layout lines, cross culverts, bridge structures, sills, high-tension lines, benchmarks, etc. Any deviations will be reported to the surveyor for inclusion in the final base map.

During the survey review walk, the Toole Design Team will observe the general site conditions, traffic patterns, traffic management, potential detour routes, wetland and cultural resources, vegetation, proximity of abutters and other relevant features. Photographs and video of the existing facility and surrounding environment will be collected.

8.2 Basis of Design/Design Criteria

The Toole Design Team will prepare a design matrix documenting the design criteria and standards that will be used as the basis for the PS&E design. Draft and final matrices will be prepared.

The Basis of Design Memorandum will include:

- Descriptions of the basis of design for each project element and a list of proposed design deviations (if any)
- Project description and background
- Summary of existing conditions, opportunities, and environmental and physical constraints (including trees)
- Summary of anticipated permitting requirements
- Summary of impacted properties
- Summary of impacted utilities
- Summary of stakeholders

Assumptions:

- Concurrence will be reached on the Design Criteria elements with the City before 30% PS&E design begins.

Deliverables:

- Draft and Final Basis of Design Matrix (PDF Format)

8.3 30% Plans

It is anticipated that the 30% plans will consist of the following sheets (34 sheets):

- Cover Sheet w/ Vicinity Map and Index (1 sheet)
- Notes, Legend and Abbreviations (1 sheets)
- Alignment and Survey Control (3 sheets, 1" = 50')
 - 6th St W (2 sheets)
 - Kirkland Way (1 sheet)
- Right-Of-Way Plan (3 sheets, 1" = 50')
 - 6th St W (2 sheets)
 - Kirkland Way (1 sheet)
- Site Preparation/Demolition/TESC Plans (4 sheets, 1" = 20')
 - 6th St W (3 sheets)
 - Kirkland Way (1 sheets)
- Typical Roadway Sections (1 sheets)
- Paving, Landscaping, Channelization, and Signing (4 sheets, 1" = 20')

- Roadway/Paving Details (1 sheet)
- Wall Details (1 sheet)
 - Up to 3 wall types, less than 4-feet in height
- Intersection Grading (6 sheets, 1" = 5')
 - 6th St W and 13th Ave W
 - 6th St W and 14th Ave W
 - 6th St W and 16th Ave W
 - 6th St W and 17th Ave W
 - 6th St W and Market St
 - Kirkland Way and 2nd Ave
- Drainage Plan and Profile (4 sheets, 1" = 20')
 - 6th St W (3 sheets)
 - Kirkland Way (1 sheets)
- Drainage Details (3 sheets)
- Water Main Extension Plan and Profile (1 sheet, 1" = 20')
- Landscaping Details (1 sheet)

Assumptions:

- The intent of the right-of-way plans are to visually communicate temporary construction easement limits to the contractor. Legal descriptions will not be developed for easements.
- While all the sheets above will be generated at the 30% design level, many will have limited design information for the 30% submittal.
- The Toole Design does not anticipate that traffic detours will be required to construct the project and will utilize WSDOT standard traffic control plans and a traffic control narrative to address the maintenance and protection of traffic.
- Specialty hardscape, irrigation, urban design, lighting, or signal work throughout the project corridor are not included in this scope of work.

Deliverables:

- Electronic copy of the 30% plan set in PDF format via e-mail

8.4 30% Opinion of Costs and Outline of Special Provisions

The preliminary (30%) design level opinion of cost will focus on high cost and high quantity bid items that have the most impact on overall project cost. Other bid items that have not yet been designed will be temporarily shown as lump sums. A large contingency will be included at this stage due to limited design information. The Toole Design Team will document all quantity takeoffs based upon the 30% plans and assign costs using current unit bid prices. Quantity takeoffs will be prepared in a manner that is understandable, clear, and reproducible by someone other than the preparer. Bid items will be assigned based on the WSDOT Standard Specifications. For non-standard items, the 30% submission will also include a list of anticipated bid items that will require the development of a special provision.

Assumptions:

- A bid schedule is not included at 30%.

Deliverables:

- Electronic copy of the 30% opinion of cost summary submitted in PDF format
- Electronic copy of the list of anticipated items requiring special provisions in PDF format

In providing opinions of probable construction cost, the City understands that the Toole Design Team has no control over the cost or availability of labor, equipment or materials, market conditions or the Contractor's method of pricing, and that the Toole Design Team's opinions of probable construction costs are made on the basis of the Toole Design Team's professional judgment and experience. The Toole Design Team makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Toole Design Team's opinion of probable construction cost.

8.5 30% QA/QC of Deliverables

The Toole Design Team will conduct a quality assurance/quality control review of deliverables, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Task 9 – 60% Plans, Specifications, and Opinion of Costs

The Toole Design Team will prepare 60% plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 30% submittal deliverables. The plans, specifications, and opinion of cost, will be submitted to the City for review and comment.

9.1 Response to 30% Comments

Within ten (10) days of receipt of the 30% comments, the Toole Design Team will review and provide written responses to the City's comments. Any comments requiring discussion will be flagged. Approximately, one week later, the Toole Design Team will attend one (1) comment review meeting with the City staff to review all responses, paying close attention to those requiring additional input/clarification. Responses will be provided on the comment documents provided by the City.

Assumptions:

- 30% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to the Toole Design Team.
- The Toole Design Team's responses will be provided on the original comment document the City provided to the Toole Design Team.
- The Toole Design Team will attend one (1) comment review meeting at the City offices (or virtually).

Deliverables:

- Draft written responses to 30% comments (PDF)
- Final written responses to 30% comments (PDF)

9.2 60% Plans

It is anticipated that the 60% plans will consist of the same sheets identified in the 30% plans (34 sheets).

Assumptions:

- Major revisions to the cross-section or other major design elements are not anticipated.

Deliverables:

- Electronic copy of the 60% plan set in PDF format via e-mail

9.3 60% Opinion of Costs

The Toole Design Team will calculate 60% level quantities and opinion of construction costs based upon the 60% construction plans and current unit bid prices. The Toole Design Team will address applicable 30% review comments and make revisions as necessary.

Assumptions:

- Major revisions to the cross-section or other major design elements are not anticipated.

Deliverables:

- Electronic copy of the 60% opinion of cost summary submitted in PDF format via e-mail

9.4 60% Special Provisions

The Toole Design Team will prepare Special Provisions for the 60% submittal based on a boilerplate document provided by the City that contains updated City of Kirkland GSPs. These will include detailed descriptions for the items of work that are not covered by the current WSDOT Standard Specifications and City GSPs. Bid forms will not be included in the 60% submittal.

Assumptions:

- It is assumed that the City will provide the Toole Design Team with any City General Special Provisions and Requirements to be used on the project.

Deliverables:

- Electronic copy of the 60% Special Provisions in Microsoft Word format via e-mail

9.10 60% QA/QC and Constructability Review of Deliverables

An internal Toole Design Team quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Task 10 – 90% Plans, Specifications, and Opinion of Costs

The Toole Design Team will prepare 90% plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 60% submittal deliverables. The plans, specifications, and opinion of cost will be submitted to the City for review and comment.

10.1 Response to 60% Comments

Within ten (10) days of receipt of the 60% comments, the Toole Design Team will review and provide written responses to the City's comments. Any comments requiring discussion will be flagged. Approximately, one week later, the Toole Design Team will attend one (1) comment review meeting with the City staff to review all responses, paying close attention to those requiring additional input/clarification. An on-site meeting with City, utility, or other stakeholder representatives will take place to discuss any outstanding issues that need to be resolved prior to 90% design development. Responses will be provided on the comment documents provided by the City.

Assumptions:

- 60% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to the Toole Design Team.
- The Toole Design Team's responses will be provided on the original comment document the City provided to the Toole Design Team
- The Toole Design Team will attend one (1) comment review meeting with the City

Deliverables:

- Draft Written responses to 60% comments (PDF)
- Final written responses to 60% comments (PDF)

10.2 90% Plans

It is anticipated that the 90% plans will consist of the same sheets identified in the 60% plans (34 sheets). After 60% comments have been resolved and prior to beginning 90% design development, the Toole Design team will contract with a utility locates company to pothole utilities identified as critical for the design. An expense allowance of up to \$20,000 has been included in the budget for potholing. Pothole data will be incorporated into the plans and added as an appendix to the Project Manual.

Assumptions:

- A preliminary budget of \$20,000 has been included in this scope to contract with a utility locating company to perform potholes for City-owned and franchise utilities.

Deliverables:

- Electronic copy of the 90% plan set in PDF format via e-mail

10.3 90% Opinion of Costs

The Toole Design Team will calculate 90% level quantities and opinion of construction costs based upon the 90% construction plans and current unit bid prices. A backup of quantities will also be provided on a per sheet basis, for more efficient tracking during construction. The Toole Design Team will address applicable 60% review comments and make revisions as necessary.

Deliverables:

- Electronic copy of the 90% opinion of cost summary submitted in PDF format via e-mail

10.4 90% Project Manual

The Toole Design Team will prepare 90% Project Manual based upon the 90% design. The Toole Design Team will address applicable 60% review comments and make revisions as necessary.

Assumptions:

- It is assumed that the City will provide the Toole Design Team with their standard, current, boilerplate contract language ("front end docs") to be used for the project.

Deliverables:

- Electronic copy of the 90% Project Manual in Microsoft Word and PDF format via e-mail

10.5 90% PS&E QA/QC and Constructability Review of Deliverables

An internal Toole Design Team quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Task 11 – 100% Plans, Project Manual, and Opinion of Costs

The Toole Design Team will revise the 90% plans, project manual, and opinion of cost estimate based on the City's comments and prepare a 100% PS&E package.

The Toole Design Team will submit the 100% plans, estimate and project manual package the City for a 100% check print before assembling the contract documents. 100% comments will be delivered electronically and incorporated into the 100% bid documents. It is assumed that the 100% review comments will be minor in nature and not reflect any significant changes to design. If there are significant changes to the design or Plans, this would be considered an additional service, and a supplement to the Agreement would be required.

Assumptions:

- It is assumed that the 100% review comments will be minor in nature and not reflect any significant changes to design.

11.1 Response to 90% Comments

Within seven (7) days of receipt of the 90% comments, the Toole Design Team will review and provide written responses to the City's comments. Any comments requiring discussion will be flagged. Approximately, one week later, the Toole Design Team will attend one (1) comment review meeting with the City staff to review all responses, paying close attention to those requiring additional input/clarification. Responses will be provided on the comment documents provided by the City.

Assumptions:

- 90% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to the Toole Design Team.
- The Toole Design Team's responses will be provided on the original comment document the City provided to the Toole Design Team
- The Toole Design Team will attend one (1) comment review meeting with the City

Deliverables:

- Draft Written responses to 90% comments (PDF)
- Final written responses to 90% comments (PDF)

11.2 100% Plans

The Plan sheets will be the same as those identified under the 90% design phase.

Deliverables:

- Electronic copy of the 100% plans, in PDF format via e-mail

11.3 100% Opinion of Costs

The Toole Design Team will update the project quantities and prepare a 100% opinion of construction costs based upon the approved 100% construction plans and current unit bid prices. A backup of quantities will also be provided on a per sheet basis, for more efficient tracking during construction. The Toole Design Team will address applicable 90% review comments and make revisions as necessary.

Deliverables:

- Electronic copy of the opinion of cost summary submitted in PDF format via electronic e-mail

11.4 100% Project Manual

The Toole Design Team will prepare the 100% Project Manual

based upon the 100% design. The Toole Design Team will address applicable 90% review comments and make revisions as necessary. One bid forms will be filled out with the project quantities with this submittal.

Deliverables:

- Electronic copy of the 100% Project Manual submitted in PDF format via electronic e-mail

11.5 100% PS&E QA/QC and Constructability Review of Deliverables

An internal Toole Design Team quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Task 12 – Ad-Ready Contract Documents

The Toole Design Team will finalize the 100% plans, specifications and opinion of cost estimate based on the Client review comments and prepare final, ad ready, Bid Documents. It is assumed that 100% review comments will be minor in nature and not reflect any changes to the design.

The Toole Design Team will provide the City with a final set of bid documents for approval.

Assumptions:

- The fee effort for this task assumes the City will provide one (1) set of compiled and consolidated comments reflective of all City comments from the final check set submittal. It is assumed that pre-final review comments will be minor in nature and not reflect any changes to design. If additional comments are made, or if any comments are made that alter the design, and it is determined that addressing them would cause significant changes to the plans, this may be considered additional work to be included in a supplement.
- Prior to bid advertisement, the Toole Design Team may make minor revisions to the Plans, Project Manual, and Opinion of Costs.
- Comments that are to be incorporated into the contract documents that are a significant change to the design or finalization of the ad-ready contract documents will be considered an additional service and may need a supplement to this Agreement.

Deliverables:

- Electronic copy of the final plans; half size and full-size signed plans, in PDF format via e-mail
- Electronic copy of the opinion of cost summary submitted in PDF format via e-mail
- Electronic copy of the final bid documents Project Manual in PDF format via e-mail
- Written responses to the Final review comments

Task 13 – Bid Support

The Toole Design Team will support the City during the bidding phase of the project. The Toole Design Team will respond to requests for clarifications and prepare Addendums.

13.1 Provide Bid Clarifications

The Toole Design Team will respond to Contractor questions as requested by the City during the bidding process. The Toole Design Team will provide clarifications to the City, which may include Plan sheet revisions, Special Provision language, or information clarification.

Deliverables:

- Written clarifications to bid questions, including text and plan sheet revisions if applicable (email format)

13.2 Addenda

The Toole Design Team will assist the City with preparing materials to be included with up to two (2) Addenda, as required.

Assumptions:

- The City determine if the bids are responsive or not.

- The City will track bid questions and communicate with bidders.
- The City will review bid tabulations against the opinion of cost (engineer's estimate).

Deliverables:

- Materials to be included with addenda, as requested, for up to two (2) Addenda
- Addenda will be incorporated into a conformed set of plans and specifications
- Printed copies of the conformed plans and Project Manual; three half-sized plans and 3 sets of the Project Manual to be provided at or before the pre-construction meeting.

Additional (Optional) Services

The Toole Design Team may provide additional services as directed by the City which are not identified in this Scope of Services. Additional services shall not commence without written authorization and approval from the City and a supplement to the contract.

Services Not Included in this Scope of Services

1. Gutter flow, conveyance, and inlet capacity calculations
2. Right of Way Plans
3. Construction management or design support during construction services.

Items to be furnished by Others

The City shall furnish the following:

1. All available "As-Built" information.
2. Updated underground utility information relative to the City owned utilities.
3. Any applicable preliminary design reports, geotechnical reports, environmental reports, and identified up and downstream problems.
4. Updated City General Provisions.

Engineer and its consultants may reasonably use and rely upon information and design elements furnished by Owner or customarily furnished by others including, but not limited to, other design professionals, specialty contractors, manufacturers, suppliers and publishers of technical standards.

The City shall furnish, at the City's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Toole Design Team may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the City agrees that the Toole Design Team shall have no responsibility for any portion of the Project designed by other consultants engaged by the City.

Design Criteria

As of the date this Agreement is signed, design file, reports, documents, and plans prepared as part of this Scope of Services, to the extent feasible, will be developed in accordance with the latest edition and amendments to the following documents:

1. Standard Specifications for Road, Bridge, and Municipal Construction, 2025 Edition, published by WSDOT/APWA
2. WSDOT Standard Plans for Road, Bridge, and Municipal Construction
3. AASHTO: A Policy on Geometric Design of Highways and Streets (2011 Edition)
4. 2009 Manual on Uniform Traffic Control Devices (MUTCD)
5. The Revised Draft Guidelines for Accessible Public Rights-of-Way (PROWAG)
6. City Standard Plans and Policies

Changes in any design standards or requirements after services have begun may result in extra work, and require a supplement to the Agreement.

ATTACHMENT B

Prime Consultant Fee Determination Summary

Prime Consultant: Toole Design Group, LLC

Project: 00SEA.00474.00

Client: City of Kirkland

HOURLY COSTS

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Engineering Lead III	8	\$316.00	\$2,528.00
Engineering Lead II	207	\$308.00	\$63,756.00
Engineering Lead II	26	\$308.00	\$8,008.00
Project Engineer II	318	\$214.00	\$68,052.00
Engineer III	436	\$172.00	\$74,992.00
Engineer I	364	\$142.00	\$51,688.00
Total Labor Costs	1359		\$269,024.00

REIMBURSABLES

Travel	\$500.00	1.0	\$500.00
Arborist	\$3,500.00	1.0	\$3,500.00
Potholing	\$20,000.00	1.0	\$20,000.00
Total Expenses			\$24,000

SUBCONSULTANTS

<u>Subconsultant Name</u>	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
DEA	\$50,062.40	1.0	\$50,062.40
HWA Geosciences	\$51,390.00	1.0	\$51,390.00
Total Subconsultants			\$101,452

CONTRACT TOTAL	\$394,476
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Exhibit A-1
Subconsultant Fee Determination Summary

Subconsultant: DEA
Project: 00SEA.00474.00
Client: City of Kirkland

HOURLY COSTS

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Manager III (PJM3)	16	\$251.95	\$4,031.20
Scientist III (SCI3)	44	\$135.19	\$5,948.36
Scientist V (SCI5)	8	\$224.30	\$1,794.40
GIS Manager (GISM)	12	\$168.99	\$2,027.88
Project Manager III (PJM3)	25	\$230.45	\$5,761.25
Survey Analyst II (SAN2)	62	\$144.41	\$8,953.42
Party Chief V(PCH5)	62	\$141.34	\$8,763.08
Field Survey Technician IV (FST4)	62	\$113.69	\$7,048.78
Project Accountant IV	3	\$138.27	\$414.81
Project Coordinator III	1	\$119.22	\$119.22
Total Labor Costs	295		\$44,862.40

REIMBURSABLES

<u>Expense</u>	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
Travel	\$200.00	1.0	\$200.00
Utility Locates	\$5,000.00	1.0	\$5,000.00
Total Expenses			\$5,200

SUBCONSULTANT TOTAL	\$50,062
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Exhibit A-1
Subconsultant Fee Determination Summary

Subconsultant: HWA Geosciences

Project: 00SEA.00474.00

Client: City of Kirkland

HOURLY COSTS

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal IX	4	\$336.60	\$1,346.40
Geotechnical Engineer VIII	19	\$316.80	\$6,019.20
Geotechnical Engineer V	43	\$211.20	\$9,081.60
Geologist III	63	\$145.20	\$9,147.60
Contracts Administrator	6	\$174.90	\$1,049.40
CAD	5	\$118.80	\$594.00
Administrative Support	2	\$125.40	\$250.80
Total Labor Costs	142		\$27,489.00

REIMBURSABLES

<u>Expense</u>	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
Mileage / Misc.	\$196.00	1.0	\$196.00
Traffic Control Plan Development	\$1,500.00	1.0	\$1,500.00
Limited Access Drilling Contractor (2 Days)	\$12,000.00	1.0	\$12,000.00
Traffic Control with two flaggers (2 Days)	\$5,000.00	1.0	\$5,000.00
Transducer Rental	\$1,200.00	1.0	\$1,200.00
Private Utility Locator	\$750.00	1.0	\$750.00
GPS Rental (\$75/Day @ 3 days)	\$225.00	1.0	\$225.00
Water Level Indicator Rental (\$30/Day @ 5 days)	\$150.00	1.0	\$150.00
Geotechnical Laboratory Testing	\$2,880.00	1.0	\$2,880.00
Total Expenses			\$23,901

SUBCONSULTANT TOTAL	\$51,390
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