



City Attorney
Kevin Hansen
Rev: 08/13/26

PROFESSIONAL SERVICES AGREEMENT 120th Ave NE Rehab. (STC00124) – Construction Management Services

The City of Kirkland, Washington, a municipal corporation ("City") and Psomas, whose address is 3131 Elliot Avenue, Suite 400, Seattle, WA 98121 ("Consultant"), in consideration of the mutual benefits and conditions set forth below, agree and contract 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 \$381,358.72, including all applicable taxes, as detailed in Attachment B.
- B. Payment to the Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all Services performed under this Agreement and supporting documents hereto as well as all subconsultants' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid based on invoices submitted. Invoicing will be on the basis of percentage completed 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. GENERAL ADMINISTRATION AND MANAGEMENT

The Senior 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 the services, and shall coordinate all communications with the Consultant from the City.

IV. DURATION

The estimated completion date for the Consultant's performance of the Services is July 30, 2027. For the purposes of submitting and paying final invoices, this Agreement expires on October 31, 2027.

The Consultant will diligently proceed with the Services, 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.

V. 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.

VI. 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/or financial data will be treated as confidential only

as allowed by Washington State laws regarding disclosure of public information, including Chapter 42.56 RCW.

- E. The Consultant will, 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.
- F. 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.
- G. 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.
- H. The foregoing records shall be maintained for a period of six years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, subcontract, 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

- A. To the greatest extent allowed by law, the Consultant shall defend, indemnify, and hold harmless the City, and its officers, officials, employees, and volunteers ("Indemnified Parties") from any and all claims, injuries, damages, losses or suits

(including reasonable attorney fees and costs) arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnified Parties.

- B. 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 the Services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Indemnified Parties, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, Washington's industrial insurance law, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. 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 that may arise from or in connection with the performance of the Services by the Consultant and/or 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 this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or to otherwise limit the City's recourse to any remedy available at law or in equity.

- A. **Minimum Scope and Amounts of Insurance.** The Consultant shall obtain and maintain insurance of the types and limits described below:
 - 1. Commercial General Liability insurance shall be as least as broad as Insurance Services Office (ISO) 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.
 - a. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - 2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as 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.

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

B. 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 the Services with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

C. Acceptability of Insurers

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

D. 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.

E. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of this 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.

F. 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 local laws, ordinances, regulations, and codes. The Consultant must obtain a City of Kirkland business license or otherwise comply with Chapter 7.02 of the Kirkland Municipal Code.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of the Consultant's 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 they are solely responsible for the payment of taxes applicable to the Services 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 them as a result of their status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for performing the Services. 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. The terms of this Agreement supersede any conflicting provisions contained in any attachments and/or 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.

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. However, notwithstanding the foregoing, the City consents to the

Consultant including information describing the Consultant's participation in this project in bids, statements of qualifications, or other similar proposals submitted to other municipal, governmental, or similar project sponsor, so long as the information included is factually accurate.

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. DEBARMENT

The Consultant 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.

XX. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

XXI. DISPUTE RESOLUTION

All claims, counterclaims, disputes, and other matters in question between the City and the Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with the Consultant's representative and make a determination within thirty (30) calendar days of such referral. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such determination. Nothing herein waives any requirements of Chapter 4.96 RCW, if applicable.

XXII. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XXIII. EFFECTIVE DATE

This Agreement shall be deemed effective on the last date signed below.

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

CONSULTANT:

CITY OF KIRKLAND:

Signature: 
Terry Wright (Aug 14, 2026 08:23:00 PDT)

Signature: 

Printed Name: Terry Wright

Printed Name: Tracey Dunlap

Title: Vice president

Title: Deputy City Manager

Date: 08/14/2026

Date: 08/14/2026

EXHIBIT A

CITY OF KIRKLAND

120th Ave NE Roadway Rehabilitation Project
Construction Services

PROJECT NO. STC0060124

Job No. 18-25-PW

PSOMAS Project No. 9KIR011800

SCOPE OF WORK

A. PROJECT DESCRIPTION/BACKGROUND

The scope of work is to provide management and engineering support throughout the construction phase of the 120th Ave NE Roadway Rehabilitation Project. The project is not federally funded and does not require domestic steel or construction materials nor Disadvantaged Business Enterprise (DBE) tracking, however there is a mandatory 15% Apprentice Utilization Requirement.

This work of the PSOMAS-lead Construction Management (CM) team includes preconstruction support, construction phase services, and closeout through final project acceptance as described herein.

Support Duration (July 2026 to December 2026: 6 Months)

Assumed Durations by Task

- *Administration:* Task 1 starts on or about July 2026 and lasts the duration of the project including startup and closeout, approximately 6 months, concluding on or about December 2026.
- *Pre-Bid:* Task 2 - All tasks associated with task 2 will be performed by the City or Engineer of Record (EOR), PACE Engineers.
- *Pre-Construction:* Task 3 begins approximately 1 month prior to Notice to Proceed (NTP), approximately July 2026 and lasts one month, concluding on the NTP date, approximately mid-August 2026.
- *Construction Management:* Tasks 4 and 5 are anticipated to begin on or about mid-August 2026 and conclude on or about mid-November 2026.
- *Project Closeout:* Task 6 begins on or about mid-November 2026 and lasts approximately 1 month, concluding on or about December 2026.

These services are intended to assist the CITY to administer the contract for construction performed by the CITY's Contractor, confirm that the Contractor's work is in general conformance with the Contract Documents, and assist in responding to events that occur during construction. These services are based upon the understanding that the CITY will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, assist with inspections and perform other actions necessary for the completion of the construction.

Project Description

The project improvements for the subject project include:

Preparation and resurfacing of asphalt concrete roadway, cement concrete paving, pavement reconstruction, pavement repair, replacement of damaged cement concrete curb, gutter, driveway, and sidewalks, installation of ADA sidewalk ramps, erosion control, pavement markings, traffic signal loops, RRFB and pedestrian push button replacement and adjustments, traffic control and other work items as needed to complete the work as specified in the contract plans and specifications.

Contract Documents

Contract Documents refer to the construction contract documents between the CITY and the Contractor. These documents include the project plans, specifications, change orders, addendums, bid proposal package and other documents such as the geotechnical report, CITY and WSDOT Standard Plans included by reference.

Assumptions

The presence or duties of Consultant personnel at the construction site, whether as onsite representatives or otherwise, does not make PSOMAS personnel in any way responsible for those duties that belong to franchise utilities, the CITY and/or the Contractors or other entities. Consultant presence, coordination and schedule review does not relieve the Contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Consultant personnel have no authority to exercise any control over any construction Contractor or other entity or their employees in connection with their work or any health or safety precautions.

The presence of Consultant personnel at the site is for the purpose of providing the CITY a greater degree of confidence that the completed construction work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the Contractor(s). Consultant neither guarantees the performance of the Contractor(s) nor assume responsibility for the Contractor's failure to perform work in accordance with Contract Documents.

The authority of the Engineer, as described in Section 1-05 Authority of the Engineer in the Contract Documents, shall rest entirely with the CITY. PSOMAS's Resident Engineer (RE) is assigned the authority of the Project Engineer, as defined in Section 1-05.1 Authority of the Engineer except the RE shall not have authority to use non-Contractor resources to accomplish work when the Contractor fails to respond to orders, the RE may not authorize changes to the Contract Documents.

Review submittals compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

Budgeted level of effort is based on the physical completion of all work within the Contract-prescribed 70 working days, in accordance with 1-08.5 Time for Completion.

Staff Levels of Support

Over the 70 Working Days

The level of support and associated budget is based on the following assumptions:

- The project will be Physically Complete within the Contract-prescribed 70 working days, charged concurrently from Notice to Proceed to Physical Completion, with no days budgeted for additional support during non-working days due to weather, suspension, or other reasons beyond standard weekends and holidays.
- The Project Manager will support the project part time, or 0.5 hours per week, on the average.
- The Resident Engineer will support the project part time, or 24 hours per week, on the average.
- The Documentation Specialist will support the project part time, or 20 hours per week, on the average.
- The Onsite Construction Observer will support the project at full time, or 50 hours per week, on the average. The budget includes up to 10 hours/week of overtime by the Contractor or to allow for limited amounts of onsite work that is permitted to occur during complete or partial non-working days granted to the Contractor.

- A second Onsite Construction Observer is budgeted for 10 shifts of support in the event the contractor elects to work double shifts, or if multiple crews require an additional inspector to be present during a shift. Each shift is assumed to be 10 hours. The budget associated with the second observer will only be used if authorized by the CITY.
- Certified Payroll specialist will support the project for 0.5 hour per week, on average.
- Design Engineer of Record (PACE) support is anticipated as needed for submittal reviews, RFI's, Change Management, and other tasks as identified in the Scope of Work. It is assumed that budget related to Engineer of Record Construction Support is included under separate contract between the EOR and the City.

Night Work

- The Consultant to provide additional inspection staff as-needed to support nighttime operations. The budgeted level of effort for this is outlined above.
- It is assumed that the Project Manager, Resident Engineer, and Documentation Specialist will remain on daytime shifts during night work, although modification to working hours may occur in order to facilitate the smooth progression of nighttime operations.

Close Out

From Physical Completion to Final Acceptance, budget assumes

- 96 hours for Resident Engineer over 1 month, and
- 96 hours for Document Specialist over 1 months, and
- 20 hours for Onsite Construction Observer over 1 months

Subconsultants

The Consultant shall subcontract with HWA Geosciences ("HWA") for materials testing, the frequency of such tests being performed as-required by Contract requirements and in coordinated conjunction as directed by CITY and Engineer of Record.

B. SCOPE OF WORK

Shared Tasks

"Bold Italics" such as ***"CITY"*** represents Task ownership. If a Task is not identified with bold italics, the task is shared between the Consultant, applicable Subconsultants, and the CITY as described herein.

TASK 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

The Consultant shall provide continuous project management for the project duration from Preconstruction in July 2026 through closeout and final acceptance in December 2026 (6 months).

The Consultant shall prepare monthly progress reports identifying work completed in the previous month, work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs. These reports shall be submitted with the Consultant invoices.

The Consultant shall provide continuous management and administration of all subcontractors included in this scope of work including overseeing overall project file set-up and QA/QC of all files and documents required for project documentation.

Attend kickoff meetings with CITY PM to coordinate processes the CM team will follow to implement the project's construction phase. The general meeting content will include project transition from design to construction, team roles and responsibilities, summary of contractor schedule responsibilities, contract documents, project documentation, field inspection, administration, submittals and material control, change management, request for information, testing, stakeholder meetings, agency permits, work on private property, construction commitments, public information, traffic control, safety and security, quality and risk management.

Establish a system and set of procedures for managing, tracking and storing project documentation between the Contractor and CM Team produced during the Construction and Closeout phases of the project. Establish procedures for the logging and tracking of project documentation and monitoring outstanding decisions, approvals or responses required from the CITY. Dialog with the CITY PM and CITY Inspector for input into the format of the documentation product and templates.

Procore Construction Management software is expected to serve as the primary platform the inspector's daily documentation. The City will receive login information to access project records, including inspector daily reports and site photos.

RFIs, submittals, change orders, Field Work Directives, and other documents needed by the inspector will also be maintained on Procore for convenient access; however, the official files for these documents as well as project working files will remain on the Consultant's servers. Copies of project documents will be provided to the City upon request, with the complete project file delivered to the City at project closeout.

The following logs will be prepared:

1. Submittals
2. RFI
3. Serial Letters
4. Field Directives/Corrective Actions
5. Case Log
6. Design Changes/Clarifications
7. Change Orders
8. Sub-Contractors
9. Certified Payroll Status
10. Wage Rate Calculations
11. Materials on Hand
12. Force Account
13. Minor Changes
14. Material Testing Reports
15. Record of Material (ROM)

The following templates, to include project-specific setup of any required CITY Templates will be prepared:

1. ~~Bid tabs~~ (By **CITY/EOR**)
2. Field Note Records
3. Estimate Ledgers
4. Progress Payment Estimates
5. Materials on Hand Calculations
6. Forecasted Cost to Complete
7. Weekly Statement of Working Days
8. Force Account Tracking Worksheet
9. Change Orders
10. Change Order Justifications

TASK 2 – ASSIST CITY WITH AWARD PROCESS

All items of work associated with Task 2 will be performed by the **CITY** and are excluded from this contract.

TASK 3 – CONSTRUCTION SERVICES FROM AWARD UP TO CONTRACTOR NOTICE TO PROCEED (NTP)

This task covers typical review processes preparing for physical construction to begin. This includes the following:

- Familiarization with contract Plans, Specifications, permits and geotechnical report
- Create Record of Material (ROM) with project specific details, LAG exceptions, and formatting for ease of use.
- Develop Team Communications and Stakeholders List
- Compile list of long-lead item submittals and submittals due prior to NTP.
- Prepare self-audit record review checklist
- Establish communication, change management and administrative processes with CITY
- Set up project in Procore and finalize Electronic Files
- **CITY** shall prepare Pre-Construction agenda and lead meeting
- **CITY** shall Prepare Pre-Construction attendees list
- Take minutes at all meetings and distribute electronically to pertinent parties or as instructed by CITY.
- Establish Contractor progress payment procedure with the CITY and Contractor
- **CITY** will assist Consultant with Utility and stakeholder Coordination (Evergreen Hospital staff, Metro, NUD, franchise utilities, etc.)
- Take and create a log of pre-construction photographs
- Review Contractor's Schedule for Contract Compliance.

TASK 4 – CONSTRUCTION SERVICES (CS) – NTP TO PHYSICAL COMPLETION

During the 70 working days, the Consultant shall perform the following (shared tasks as-indicated):

- Provide 70 working days of CS support to include stakeholder coordination, documentation and change management in general compliance with CITY, State and Federal Requirements, as required by the Contract.
- Maintain the Logs identified in Task 1.
- **CITY** to review and approve Traffic Control Plans with assistance from Consultant.
- Review and respond to Contractor Serial Letters.
- Issue Field Directives/Corrective Action Memorandums
- Issue Design Changes (DCs) as deemed necessary throughout the Construction duration. DCs to be generated by EOR with coordination and input from Consultant.
- Receive Request for Information (RFI) and issues raised by the Contractor, City, and Consultant. Receive questions and requests for clarification of contract documents that could impact construction costs, schedule, quality of the finished work, or other scenarios. Provide up to 20 written responses to RFI. EOR may be required to participate in RFI process, depending on the scope of the RFI and nature of the required response.
- Confirm that submittals are in general Contract conformance. The **Engineer of Record ("EOR" – PACE)** to take a lead role in the review of structural, electrical, landscaping and non-standard specification submittals; coordinate with **CITY** on approvals as necessary
- Transmit ROM to the Contractor and request that they submit material requirements via the Request for Approval of Material (RAM) WSDOT form 350-071 and that they reference material from the Qualified Products List (QPL) where applicable.
- Set up and maintain Bid Item Folders
- Document Contractor adherence of the Consultant-generated ROM and notify Contractor if they are not complying

P S O M A S

- Verify that all material delivered to the site is according to approved RAMs
- Collect material testing reports (see Task 7) from Consultant's subconsultants (HWA), and review test reports against the contract requirements and inform Contractor of any contract deficiencies
- Construction Observer to assist Consultant to coordinate with the Contractor to rectify failed material placement issues to bring about Contract compliance
- The Consultant shall coordinate re-testing of failed locations with Subconsultant material inspection firm.
- Collect material testing reports from Subconsultant and place reports in ROM Item Folders
- Collect and review for acceptance Manufacturer's Certificates of Compliance
- Review Contractor's initial schedule and updated schedules for contract compliance. Report findings to the CITY regarding issues that affect critical path
- Prepare 20 coordination meeting agendas and shall conduct 20 coordination meetings (one per week during 14 weeks of construction + 6 additional meetings to account for non-working days/holidays and project startup/closeout). Consultant staff shall attend coordination meetings.
- Take notes from weekly coordination meetings, prepare and distribute minutes to attendees.
- Prepare up to 20 Weekly Statement of Working Days (accounting for weather days and holidays / WSDOT-specified nonworking days)
- Obtain Request to Sublet review requests approve and/or reject
- Track subcontractor Apprenticeship Goals against contract requirements and/or goals
- Obtain Contractor's Certified Payrolls and check for compliance with State and Federal prevailing wages at the frequency required for a non-federally funded project.
- Send letter(s) to the Contractor of non-compliance regarding certified payroll issues in relation to prevailing wages
- Obtain Notice of Intent to Pay Prevailing Wage and Affidavit of Wages Paid forms
- Perform Change Management to include tracking case log issues, Minor Changes, Force Account, reviewing Contractor notifications of differing site conditions under 1-04.4 Changes, review letters and notices and discuss with the Contractor to understand the claim and/or dispute. Advise the City as to the appropriate action(s)
- Assist the City with Change Order negotiations
- Prepare Change Order Justifications
- Draft Change Orders for City review and approval
- Determine which sub-contractors performed work during the payment period and exclude payment for any work completed by sub-contractors for which an Intent to Pay Prevailing Wages submitted to the Washington State Department of Labor and Industries cannot be verified
- Maintain Material on Hand pay request and log
- Prepare up to 4 monthly progress pay estimates and submit monthly billing to CITY recommending Contractor payment
- Manage Self-Audit Record Review Checklists
- Review Contractor's weekly "Look Ahead" and monthly schedules and compare with Contractor's approved baseline schedule.
- Provide oversight of the Contractor to fulfill their responsibilities if they are non-compliant under Special Provision 1-05.18 Record Drawings. Receive As-Built drawings from Contractor for incorporation into final **CAD record drawings by the EOR (PACE)**.
 - o Consultant shall also maintain their own unofficial as-built drawings, from which to check against the Contractor's copy. No survey will be required for the Consultant's as-builts.
- Assist the CITY with Utility and stakeholder Coordination
- The Contractor is responsible for the SPCC Plan. Assist the CITY in monitoring the Contractor's responsibilities of the plan.

- Assist the CITY by providing a contract schedule and activities for coordination with the public. Respond to general coordination regarding items such as status, schedule and access. The **CITY** will provide a broader public involvement that may involve flyers, news releases, public meetings and information website
- At about 30% and 80% of expended Contract Working Days, transmit ROM reviews to the Contractor requesting compliance with the identified deficiencies
- Maintain electronic-only CM files
- Serve as project main point of contact in the coordination and documentation of the project, including coordination with third party stakeholders, such as NUD, EvergreenHealth, King County Metro, etc.

TASK 5 – ONSITE CONSTRUCTION OBSERVATION

The Consultant will provide onsite Construction Observer(s) for 70 working days and will act as the project's "in the field" focal point of coordination and field documentation. The Construction Observer(s) will monitor the Contractor's activities, produce Observation Daily Reports, Field Note Records, verify that material delivered to the site is in contract compliance and assist with the coordination with stakeholders to include the Contractor, materials testing, and Fire and Police Departments. The Construction Observer will provide informal in-person coordination with businesses, residents and traveling public, as they are encountered onsite. As-needed, additional Construction Observers will be provided by the Consultant to ensure project coverage during times when the workflow of the site dictates additional staff, or the Resident Engineer or Assistant Resident Engineer will provide backup inspections and coordination as needed. The following Tasks will be the responsibility of the Construction Observer(s), and Resident Engineer or other staff when assuming these duties:

- Provide Inspector Daily Reports by the following working day through Procore software platform. CITY will be provided with a login for access to IDRs.
- Produce Ticket Tabulations for items paid for by the Ton
- Provide input to weekly project meeting agendas
- Attend weekly project site meetings associated with the project construction
- Observe Contractor's work and document that the project is built according to the Contract Documents. Consultant will notify City immediately if Contractor is performing work not in accordance with the Contract Documents.
- Prepare and submit Field Note Records for payment
- Monitor the Contractor's traffic control procedures and implementation of the approved traffic control plans which could include notification to the Contractor on deficiencies that require immediate correction
- Monitor the Contractor's temporary erosion and sediment control procedures and systems and provide recommendations
- Monitor the Contractors compliance with project permits
- Prepare punch list items
- Take project construction photos of daily traffic control set-up and Contractor's work activities and place in project file
- Stay current with the material testing and RAM logs. Coordinate material testing, as required under the ROM and WSDOT Construction Manual, with Subconsultant HWA. Consultant and HWA shall immediately notify Contractor and City of failed test results.
- Review the Contractor's Record Drawings no less than once a month to verify they are in compliance with Special Provision 1-05.18 Record Drawings
- Assist in the coordination with all Utilities and stakeholders
- Coordinate with local businesses, traveling public, residences and adjacent developers/projects
- Assist with monthly progress Pay Estimate generation including measurement of quantities installed.

TASK 6 – PROJECT CLOSEOUT

Assist the CITY with the closeout of the project after Substantial Completion is granted. Assume the Contractor will be completed with punch list work within contract duration of 70 working days, and all missing documentation submitted allowing the project to attain Final Acceptance status within 1 month of Physical Completion. Items of work within this 1 month includes the following:

- Project issues resolution with the Contractor. Assume up to three closeout meetings negotiating closeout change order(s), missing documentation, and final quantities
- Assist with coordination of City departments to generate a punchlist – **CITY** to review prior to distribution to Contractor
- Confirm completion of project punch list
- Consultant to produce final pay note documentation
- Verification of completeness of ROM, self-audit record review checklist, and employment documentation such as certified payrolls
- Prepare Physical Completion Letter. Physical completion shall constitute the whole project except the plant establishment. At Physical Completion, confirm that Certified Payroll are complete and Affidavit of wages are paid.
- Prepare Final Acceptance Letter and coordinate completion with City and Contractor. Completion shall constitute finalizing the WSDOT Material Certification form, verification that all training requirements and any optional utilization goals are met and reported out, disagreements are resolved (with a close out change order if necessary) and Final Contract Voucher Certification WSDOT Form 134-146 is signed by Contractor.
- Record drawings are assumed to be within the scope of the EOR (PACE) and are excluded from this scope.

TASK 7 – MATERIALS TESTING

HWA will perform Material Testing and Laboratory Services as a Subconsultant.

- Consultant will lead coordination of scheduling of testing as-needed to fulfill Contract requirements for acceptance. The effort required for this coordination by Consultant is included in task 4
- Consultant will review monthly invoices from Subconsultant and shall submit along with Consultant monthly invoices for payment from City.
- This scope assumes standard items of testing, such as compaction of backfill materials, proctor testing of aggregates, concrete field tests and cylinders, consulting for geotechnical suitability of structural foundation material, and HMA density and associated testing.
 - o See attached proposed scope of services for material testing assumptions, provided in Exhibit C
 - o Additional scope such as contaminated material testing is not anticipated and falls outside the scope of this contract. In the event such testing or inspections are deemed necessary, they may require an amendment for additional scope of services and compensation.

ADDITIONAL SERVICES

In the event the required effort to deliver the project varies from the above assumed levels of support, a supplement may be required for issues including, but not limited to:

- o Contractor Working Days added by Change Order(s)
- o Support during non-working days. A non-working day is defined in the WSDOT Standard Specifications as "...unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the work shown on the critical path of the contractors approved schedule."
- o Resolution of Contract Disputes that extend beyond the Contract working days.

- Support during periods of suspension or other periods of inactivity not counted as working days against the contract.

It is possible that more than the assumed level of support is needed, and/or The City of Kirkland may require other services of the Consultant. These services could include other work tasks not included in the scope of work. These services may include, but are not necessarily limited to, additional construction support, additional project closeout assistance, assistance with property issues, or other services deemed necessary by the City. At the time these services are required, the Consultant shall provide the City with a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a Notice to Proceed.

Construction Services in addition to this scope of work are estimated at approximately \$3,200/day.

Project Cost Estimate
 Inspection & Testing
 120th Avenue NE Roadway Rehabilitation Project
 Kirkland, Washington
 Prepared For: Jordan Perry, Psomas



HWA Ref: 2024-117
 Task: 2
 Date: 20-Jul-26
 Prepared By: BS/BKH
 Expiration Date: 18-Oct-26

PROPOSED WORK SCOPE:

This cost estimate is based on plans and specifications provided by Client.

1. Sampling and acceptance/Proctor testing of CSBC for use in full-depth roadway repair and sidewalk/ramp construction.
2. Inspection and testing of compacted aggregates for roadway/sidewalk subgrade and ADA ramp construction.
3. Concrete sampling for curb and gutter, ADA ramps, driveways, and pole foundations.
4. Sampling of HMA aggregate for acceptance and oil at the plant for ignition oven correction factor.
5. Sampling and testing HMA during paving for Rice density, extraction and gradation (minimum: one test sample per 1000 tons).
6. Inspection and testing of HMA placement and compaction (minimum: one test per 100 tons).
7. Geotechnical observation of roadway subgrade, as needed.
8. Written field reports will be prepared for all inspections and reviewed for QC.

Material Testing - ESTIMATED HWA LABOR:

Scope of Services	2026 PERSONNEL & BILLING RATES						
	GeoEng VIII	GeoEng II	Geol VII	Geol II	Contracts	TOTAL HOURS	TOTAL AMOUNT
<i>Aggregate Inspection and Testing, including:</i>	\$340.00	\$160.00	\$260.00	\$130.00	\$185.00		
Sampling of CSBC at WSDOT intervals (assume 2 sources)				12		12	\$1,560
Inspection and Testing of compacted aggregates for roadway/sidewalk construction				40		40	\$5,200
<i>Asphalt Inspection and Testing, including:</i>							
Inspection and Testing during HMA Roadway/Overlay (7 visits)				70		70	\$9,100
HMA/Aggregate/Oil Sampling at Batch Plant (7 trips)				21		21	\$2,730
<i>Concrete Inspection and Testing, including:</i>							
Curb & Gutter Testing (8 visits, plus pickups)				48		48	\$6,240
ADA Ramps (8 visits, plus pickups)				48		48	\$6,240
Driveways (2 visits, plus pickups)				12		12	\$1,560
Pole Foundations (4 visits, plus pickups)				24		24	\$3,120
<i>Geotechnical Observation/Project Management</i>							
Preconstruction Meeting			2			2	\$520
Geotechnical observation of roadway subgrade issues, if needed		8				8	\$1,280
QA Review, PM, Reporting, Submittal Reviews, and Report Distribution	6		12		4	22	\$5,900
TOTAL LABOR COST	6	8	14	275	4	307	\$43,450

LABORATORY TESTING SUMMARY:	Est. No. Tests	Unit Cost	Total Cost
Acceptance Testing for CSBC (GS, SE, Fracture) - assume 2 sources	3	\$395	\$1,185
Proctor Tests on all Materials to be Compacted	3	\$330	\$990
Concrete Compressive Strength Cylinders (assume 22 sets x 4 cylinders each set)	88	\$55	\$4,840
HMA Oven Correction Factor (1 mix x 1 source x 3 burns per OCF)	1	\$625	\$625
HMA: Rice Density, Extraction/Gradation	7	\$800	\$5,600
TOTAL LABORATORY TESTING:			\$13,240

ESTIMATED DIRECT EXPENSES:	
Mileage to Job Site IRS Rate 0.725/mile, assume 63 trips	\$1,020
Mileage for Sampling Aggregates and HMA at Sources	\$400
Nuclear Gauge Rental (Soil @ \$60; Thin Lift @ \$75): 17 days	\$1,125
TOTAL DIRECT EXPENSES:	\$2,545

ESTIMATED PROJECT TOTALS AND SUMMARY:	
Total Labor Cost	\$43,450
Laboratory Testing	\$13,240
Direct Expenses	\$2,545
ESTIMATED TASK TOTAL:	\$59,235

Assumptions:

1. These estimates may require adjustment due to the Contractor's rate of construction, weather delays, source changes and/or other factors beyond our control.
2. The HWA PM reserves the right to shift hours between the various subtasks as required.
3. The HWA work scope does not include safety assessment nor work pertaining to any environmental issues.
4. This cost estimate was prepared with the understanding that the Client will schedule inspection as needed.
5. All night work is charged at an 8 hour minimum segment. Night work cancelled within 12 hrs of scheduled time will be charged 4 hrs.
6. All weekend work is charged at an 4 hour minimum segment. Weekend work cancelled within 12 hrs of scheduled time will be charged 4 hrs.
7. 3000 psi, Commercial, and concrete for sidewalks and thrust blocks will not be tested.
8. No density testing will be needed for water service connections outside of the roadway prism.
9. HWA's laboratory is not equipped to test HMA binder or tackifier. This testing is performed by WSDOT's Bituminous Materials Lab. WSDOT will only allow invoicing to a contract with the Owner (they cannot invoice HWA for this work). This estimate does not contain time for sampling/driving samples to the Tumwater lab.
10. This cost estimate does not include Special Inspections (reinforcing steel, welding, structural anchors, etc). HWA is not WABO certified.
11. Client submitted requests should be sent to Dispatch@hwageo.com
12. Requests are encouraged to be submitted at least 48 hours (72 hours for night work) before the requested work.
13. Requests submitted within 24 hours (48 hours for night work) of work will be covered based on availability of staff.