



PROFESSIONAL SERVICES AGREEMENT

NE 100th Street/132nd Ave NE Intersection Improvements (TRC1380000)

The City of Kirkland, Washington, a municipal corporation ("City") and Transpo Group, whose address is 12131 113th Ave NE, Ste 203, Kirkland, WA 98034 ("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 \$250,556.00, 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 has 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 Sr. Project Coordinator for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is December 31, 2025.

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:

CITY OF KIRKLAND:

Signature: *Ryan Peterson*
Ryan Peterson (May 9, 2024 12:46 PDT)

Signature: *Julie Underwood*
Julie Underwood (May 10, 2024 08:07 PDT)

Printed Name: Ryan Peterson

Printed Name: Julie Underwood

Title: Principal

Title: Deputy City Manager of Operations

Date: May 9, 2024

Date: May 10, 2024

Exhibit A—Scope of Services, Fee & Schedule

Client Name:	City of Kirkland
Project Name:	NE 100th Street/132nd Ave NE Intersection Improvements
Exhibit Dated:	April 19, 2024 TG: 1.24004.00

Scope of Services

Transpo Group USA, Inc. (Transpo) and its subconsultants (collectively referred to as “Consultant”) will provide engineering services to the City of Kirkland (City) for the design of a new traffic signal and associated illumination improvements, civil improvements, and channelization improvements at the intersection of NE 100th Street & 132nd Avenue NE. The design will generally be based on the Consultant’s previously-prepared 132nd Ave NE & NE 100th St Intersection Improvement Concept – Option 1, dated December 7, 2022. This includes:

- A new traffic signal per City standards.
- Roadway illumination improvements to meet current City standards along the extents of the new channelization using existing/replacement fixtures on existing Puget Sound Energy utility poles.
- Connection to the City’s existing communications network by splicing into the City’s existing aerial fiber optic cable passing through the intersection.
- New curb ramps at the intersection. On the northwest corner, it is assumed that a shared parallel-style curb ramp be constructed such that the improvements are located within the existing right-of-way. On the northeast corner, it is assumed that the existing curb ramp can remain to serve the north crosswalk, and that a new curb ramp be constructed to serve the east crosswalk. On the southeast and southwest corners respectively, it is assumed that two new perpendicular-style be constructed.
- 2” grind and overlay of the intersection bounded by the curb returns.
- New left-turn lanes on the north, west, and south legs; it is assumed that the new lane configurations can generally be provided within the existing pavement footprint, though some minor pavement sliver widening may be needed toward the northern and southern extents, as shown in the Concept.

The Consultant will prepare plans for construction, Contract Provisions, and an engineer’s opinion of probable costs consistent with applicable City of Kirkland and WSDOT standards.

Task 01—Project Management and Coordination

Subtask 1.1: Project Coordination

The Consultant project manager will coordinate with the City’s project manager on a regular basis throughout the duration of the project. The coordination will address project scope/status, budget, schedule, meetings, data collection, and design efforts. Primary coordination efforts will be via telephone calls, and email, as appropriate.

Subtask 1.2: Progress Reports and Invoices

The Consultant will prepare monthly progress reports.

Subtask 1.3: Meetings

The Consultant will prepare for and attend bi-weekly project meetings with the City Project Manager. Specific subconsultants and staff will be identified for participation in each meeting based on the topic(s) to be discussed.

Assumptions

- All project meetings will be held virtually. It is assumed that the Consultant Project Manager and up to three other staff and/or subconsultant staff will be present at these meetings.
- The project is anticipated to have up to an 8-month design schedule.

Consultant Deliverables

- Notes, emails, or other summaries of communication in electronic format upon request.
- Monthly progress reports and invoices in electronic format.
- Updates to project schedule, in electronic format, as needed.

Task 02—Data Collection and Analysis**Subtask 2.1: Boundary & Topographic Survey**

Survey control will be established from City of Kirkland or King County published control points.

Topographic Survey (of the intersection and 500 feet to the north and south and 300 feet to the east and west) to include but not limited to the following:

- Hardscapes such as walks, driveways, etc.
- Surface indications of utilities, such as vaults, pedestals, etc.
- Utility lines that can be visually observed, located by RF locating equipment, or identified on readily available record drawings received through the district.
- Heights of the existing overhead power and communications lines (at the attachment points on the poles and at the lowest sag point along the span).
- Sewer and storm structures will be measured for invert elevations, size of pipe, and size of structure.
- Any tree 6-inch diameter as measured four feet above the ground.
- Contours will be generated at a one-foot interval.

Boundary Survey to include but not limited to the following:

- The right of way centerline and margins of 132nd Ave NE and NE 100th St will be calculated and shown based on the controlling monuments.
- Property lines for King County parcel numbers 3326059054, 3888100223, 3888100212, 3888100211, 3888100206, 0325059050, 0325059094, 0325059095, 0325059101, and 1246700177.
- Adjoining property lines within the project limits other than those listed above will be shown based on King County GIS data.
- City of Redmond boundary right-of-way.

Assumptions:

- The City will provide title reports/deeds for the 10 parcels listed above.
- The City will prepare any legal descriptions that may be needed for right of way acquisition/temporary construction easements.
- Right-of-Way plans will not be needed for this project.

Consultant Deliverables

- Draft and Final Topographic Survey (AutoCAD format)
- Existing Conditions and Survey Control Plans

Subtask 2.2: Geotechnical Investigation and Analysis

The final extents of the geotechnical investigation and analysis will be established at the completion of Task 2.2. For the purposes of preparing the fee estimate it was assumed the Consultant will perform necessary geotechnical investigations for the foundation design of up to 4 new signal mast arm poles (or similar structure), the 4 new intersection corners and curb ramps, and the repaving of the entire intersection. This will include the following work elements:

- Preparation and submittal of site-specific traffic control plans and right-of-way use application for geotechnical exploration program.
- Marking of 2 boring locations and coordination of utility locates. It is assumed that two site visits will be necessary to verify utility locations and boring locations.
- Coordinate drilling with a licensed driller and log the drilling of two hollow stem auger borings to depths of about 20 feet each. Standard Penetration Testing (SPT) will be performed at 2.5-foot intervals to evaluate the strength of subsurface soils and to obtain soil samples for laboratory testing.

- Evaluate feasibility of stormwater infiltration based on the results of the borings and laboratory test grain size analyses, if applicable.
- Small scale Pilot Infiltration Test (PIT) will not be performed during this phase of work. If it is determined that infiltration is feasible, a separate scope and estimate will be prepared for this work and analyses.
- Perform engineering analysis including signal pole foundation analysis and general assessment of anticipated soils and groundwater conditions at borehole locations.
- Prepare a draft report presenting the results of the explorations along with recommendations for signal pole foundation designs (per City of Kirkland Standard Plans and Specifications) and anticipated soils and groundwater conditions.
- Finalize report upon receipt of review comments.

Assumptions:

- See above.

Consultant Deliverables

- Traffic Control Plans
- Right-of-Way Use Application
- Draft and Final Geotechnical Report

Task 03—Utility Coordination

The Consultant will support the City of Kirkland in its coordination with utility agencies regarding the relocation of existing facilities and the provision of new facilities within the project area. Coordination with the utility agencies is expected to include the following:

- City of Kirkland to provide utility agencies with a copy of the base mapping for verification of utility locations.
- City of Kirkland to provide utility agencies with a copy of the 30%, 60%, 90%, 100%, and Bid-Ready design drawings/construction documents for review.
- City of Kirkland to lead coordination with utility agencies during PS&E development to relocate existing facilities, as needed.

Assumptions

- Up to two in-person project meetings will be held at the project site.
- The City will lead all utility coordination efforts. The Consultant will provide support up to the amount shown in the fee estimate. Additional hours will be considered additional work to be negotiated as a supplemental agreement.
- The design for undergrounding existing overhead or above ground facilities is not included.
- The design for utility relocations will be completed by the utility agencies.

Consultant Deliverables

- Utility Coordination Figures, which may involve markups of the PS&E submittal(s)

Task 04—Right-of-Way Services

The scope of work for Right-of-Way (ROW) Services will be reviewed and defined at the completion of Subtask 6.1 – 60% PS&E. The associated fee estimate for these efforts will be developed as a supplemental agreement. If ROW acquisitions are needed, the project schedule may need to be adjusted, as sufficient time will need to be allocated between the start of the ROW acquisition process and project construction.

Task 05—Design Plans, Specifications, and Estimates (PS&E)

Subtask 5.1: 60% PS&E

The Consultant will prepare and submit 60% design plans. The 60% design submittal is anticipated to include the following plan sheets:

- Cover (1 sheet)

- General Notes and Legend (1 sheet)
- Survey Control Plan (1 sheet)
- Site Preparation and TESC Plan (2 sheets)
- Paving Plan (2 sheets)
- Curb Ramp Plans (2 sheets)
- Drainage Plan (2 sheets)
- Channelization and Signing Plan (2 sheets)
- Traffic Signal Notes (1 sheet)
- Traffic Signal Plan (1 sheet)
- Traffic Signal Pole Chart (1 sheet)
- Illumination Plan (2 sheets)

60% Engineer's Opinion of Probable Construction Costs: The Consultant will prepare and submit an Engineer's Opinion of Probable Construction Costs based on the 60% design, and will be presented in Excel format corresponding to the sequence of items that will be listed in the bid schedule.

60% Design Documentation: The Consultant will prepare and submit supporting design documentation based on the 60% design, which is anticipated to include:

- Preliminary Stormwater Design Report (Technical Information Report)
- Final Geotechnical Report
- Traffic signal and illumination supporting calculations (conduit fill, line loss, breaker sizing, windloading calculations, vertical clearance calculations and/or figures, illumination photometric analysis, etc.)
- Vehicle turning maneuvers figures
- Draft Geotechnical Report
- Puget Sound Energy (PSE) electrical service application

60% Quality Control: The Consultant will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the City's standards.

60% Design Review: The Consultant will meet with the City to discuss and resolve City comments on the 60% design submittal.

Assumptions:

- The Project Manual will be prepared and submitted as part of the 90% design submittal.
- Roadway illumination will be provided per City of Kirkland standards utilizing existing Puget Sound Energy (PSE) utility poles, with fixtures being replaced as needed.
- The intersection geometry will be designed to accommodate the turning maneuvers of an SU-30 vehicle.
- It is assumed that utility relocations will be limited to the existing hydrant on the southeast corner.
- It is assumed that the existing City of Seattle 48" water main/transmission line located on the west side of 132nd Avenue NE will not be impacted.
- It is assumed that the existing storm line and electrical vault on the northwest corner can be protected-in-place and will not be impacted.
- Landscaping and irrigation design are not anticipated.
- Retaining walls are not anticipated.
- Traffic Control and Staging plans will not be required. Limitations for time and duration of lane closures will be outlined in the specifications, with traffic control plans required from the contractor.
- The design will generally be based on the Consultant's previously-prepared *132nd Ave NE & NE 100th St Intersection Improvement Concept – Option 1*, dated December 7, 2022. Additional changes that may be needed will be negotiated as a supplemental agreement.
- Permitting for the City of Redmond, if needed, will be handled by the City.
- The City will submit the electrical service application to Puget Sound Energy (PSE).

- If property acquisitions and/or temporary construction easements are deemed necessary after the 60% submittal, it is assumed that the early procurement of traffic signal poles and cabinets will be needed to meet the targeted construction completion schedule of summer/fall 2025 (assuming that ROW acquisition will not be needed). It is assumed that the City will procure the traffic signal poles based on the information contained in the 60% submittal, and that the City will procure the traffic signal controller cabinet based on the information contained in the 90% submittal. It is assumed that the City will review these submittals in detail and that the submittals that follow will not result in changes to the design that would impact the traffic signal pole and controller cabinet designs. The 60% submittal will include the Division 8-20 Special Provisions.
- The Stormwater Design Report (Technical Information Report) will be prepared to City of Kirkland standards. It is assumed that the City will provide this report to the City of Redmond for review, if needed.
- The City of Kirkland will provide the required left-turn lane storage lengths.

The City of Kirkland will prepare the necessary environmental permitting documentation.

Subtask 5.2: 90% PS&E

The Consultant will prepare and submit 90% design plans based on the City's approved 60% submittal. The 90% design submittal is anticipated to include all of the 60% design plans, and the following additional plan sheets:

- Paving Details (2 sheets)
- Drainage Details (2 sheets)
- Channelization and Signing Details (1 sheet)
- Traffic Signal Wiring Terminations (1 sheet)
- Traffic Signal Details (1 sheet)
- Illumination Details (1 sheet)

90% Project Manual: The Consultant will prepare the draft general and special provisions based on the current edition of the City's standards and the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, and will include bid form items, the City's general conditions, supplemental general conditions, special provisions, and standard plans. The special provisions will address items of work which are not address the by City's standards or APWA/WSDOT standard specifications. The Consultant will prepare the Project Manual to include:

- Boilerplate City of Kirkland contracts and documentation (provided by City)
- Bid Schedule
- Special Provisions, based on the City's boilerplate Special Provisions (provided by City)
- Appendices (as needed)

90% Engineer's Opinion of Probable Construction Costs: The Consultant will prepare and submit an updated Engineer's Opinion of Probable Construction Costs based on the 90% design

90% Design Documentation: The Consultant will prepare and submit supporting design documentation based on the 90% design, which is anticipated to include:

- Final Stormwater Design Report (Technical Information Report)
- MEF documentation, if required

90% Quality Control: The Consultant will conduct quality control reviews on the 90% design submittal.

90% Design Review: The Consultant will meet with the City to discuss and resolve City comments on the 90% design submittal.

Assumptions:

- The City will provide their approved boilerplate for bid proposal, call for bids, contracts and contract bonds, General Requirements, and any other standard boilerplate information/forms/documentation required for bidding.
- The City will provide their Special Provisions package.
- Specifications will not require FHWA 1273 provisions, DBE certification, and Federal General Special Provisions.

Subtask 5.3: 100% PS&E

The Consultant will progress the PS&E to the 100% completion level. The Consultant will incorporate comments and feedback from the previous submittal to the City. The purpose of the 100% design submittal is to confirm that the Consultant has addressed all of the City's prior comments; no new design comments are anticipated with the 100% design submittal.

Subtask 5.4: Final PS&E

The Consultant will prepare the final PS&E for the City to advertise and solicit bids for project construction. The Consultant will incorporate comments and feedback from the previous submittal to the City. No new design comments are anticipated with the final design submittal.

Task 06—Bid and Award Support

The Consultant will provide interpretations and clarifications to contractors for plan and specification questions that arise during bidding. In addition, the Consultant will prepare up to two (2) addendums.

Assumptions:

- The City will facilitate the bid opening.
- The City will send out the Notice of Award.
- The City will prepare addenda summarizing bidder questions and Consultant responses.
- A pre-bid walk-through is not anticipated.

Consultant Deliverables

- Up to two (2) bid addendums.

Task 07—Construction Phase Services

The scope of work for Construction Phase Services will be reviewed and defined at the completion of Task 08—Bid and Award Support. The associated fee estimate for these efforts will be developed as a supplemental agreement.

Cost Estimate Worksheet

Number / Project Name
1.24004.00 - NE 100th St & 132nd Ave NE Intersection Improvement

Pay rates are effective from May 1, 2023 through April 26, 2024, within the ranges shown in the attachment.
 Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager / Traffic Lead	Principal-In-Charge	Civil Lead	ITS Lead	Traffic Analysis Lead	Project Engineer	Project Engineer	Public Outreach	Project Admin
initials:	JKHC	RP	KBC	KT	KLL	DGN	VM	JJ1	AMC
labor category:	Eng L5	Prin L7	Eng L5	Eng L5	Eng L5	Eng L4	Eng L3	Dir L6	PA L5
cost rate:	\$205.00	\$265.00	\$205.00	\$225.00	\$205.00	\$180.00	\$150.00	\$255.00	\$190.00

Labor:

Work Task									Hours	Cost
Task 01 - Project Management and Coordination										
Subtask 1.1: Project Coordination	40	4	40	8					92	\$19,260
Subtask 1.2: Progress Reports and Invoices	8							8	16	\$3,160
Subtask 1.3: Meetings									0	\$0
Bi-Weekly Check-In Meetings (16 total, 30min each)	8	2	4	2		2	2		20	\$4,100
									0	\$0
Task 02 - Data Collection and Analysis										
Subtask 2.1: Boundary & Topographic Survey	4		2			4	4		14	\$2,550
Subtask 2.2: Geotechnical Investigation and Analysis	4		2			4	4		14	\$2,550
									0	\$0
Task 03 - Utility Coordination										
Utility Coordination/Meetings	4		4	2		2	2		14	\$2,750
Utility Coordination Figures	4		4	2		8	16		34	\$5,930
									0	\$0
Task 04 - Right-of-Way Services										
To be included as part of future supplement									0	\$0
									0	\$0
Task 05 - Design Plans, Specifications, and Estimates (PS&E)										
Subtask 5.1: 60% PS&E									0	\$0
60% Design	32	4	24	8		80	120		268	\$46,740
60% Cost Estimate	4		2	2		8	12		28	\$4,920
60% Supporting Calculations/Design Documentation	8		4			8	16		36	\$6,300
60% Special Provisions (Division 8-20)	2			2			4		8	\$1,460
60% Review Meeting/Comment Responses	4		2			2	2		10	\$1,890
Subtask 5.2: 90% PS&E									0	\$0
90% Design	24	4	16	4		80	80		208	\$36,560
90% Cost Estimate	4		2	2		4	8		20	\$3,600
90% Supporting Calculations/Design Documentation	4		4			4	8		20	\$3,560
90% Project Manual	8		4	4		8	8		32	\$6,000
90% Review Meeting/Comment Responses	4		2			2	2		10	\$1,890
Subtask 5.3: 100% PS&E	8	2	4	2		12	16		44	\$8,000
Subtask 5.4: Final PS&E	2		2	2		2	2		10	\$1,930
									0	\$0
Task 06 - Bid and Award Support										
Bid Addenda (2 Total)	4		2	2		8	8		24	\$4,320
									0	\$0
Task 07 - Construction Phase Services										
To be included as part of future supplement									0	\$0
									0	\$0
Total Hours	180	16	124	42	0	238	314	0	8	922
Labor Costs	\$36,900	\$4,240	\$25,420	\$9,450	\$0	\$42,840	\$47,100	\$0	\$1,520	\$167,470.00

Reimbursable Expenses:

Item	Reimb. Cost
1 Mileage	\$50.00
2	
3	
4	
5	
6	
Total Reimbursables	\$50.00

Subconsultants:

Firm	Subs. Cost
1 PACE Engineers	\$58,086.00
2 HWA GeoSciences	\$25,000.00
3 RES Group NW	\$0.00
(To be included as part of future supplement)	
Total Subconsultants	\$83,086.00
TOTAL CONTRACT ESTIMATE	\$250,556.00

Project Cost Estimate
NE 100th St - 132nd Ave NE Intersection Improvements
Geotechnical Investigation
Kirkland, Washington



HWA Ref: 2024-084
Date: 11-Mar-24
Prepared by: SHP/BKH

Scope of Work

Drilled Borings

Develop Exploration Work Plan and Temporary Traffic Control Plans (TCPs). Submit to City for Right of Way Use (ROW) permit.
 Site visit to mark exploration locations and submit utility notification request.
 Log the drilling of 2 hollow stem auger borings to a depth of about 20 feet each. Standard Penetration Testing (SPT) will be conducted at 2.5-foot intervals in each boring.
 Borings to be abandoned with bentonite chips per Department of Ecology Requirements. Surface patching will be completed using ready-mix concrete matching existing pavement thickness.
 Generate exploration logs of drilled borings and assign laboratory testing to determine material properties.
 Perform engineering analysis for signal pole foundation design and stormwater infiltration feasibility.
 Prepare a draft report presenting the results of our investigation, engineering analysis, and recommendations.
 Finalize draft report upon receipt of review comments.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2024 BILLING RATES									TOTAL HOURS	TOTAL AMOUNT
	Prin. IX \$345.00	Geol. VIII \$305.00	Engr. VIII \$310.00	Engr. II \$145.00	Geol. IV \$175.00	Geol. II \$120.00	Admin \$120.00	CAD \$155.00	Contracts \$165.00		
Project Setup/Coordination			2						2	4	\$950
Develop Exploration Plan and TCPs and Submit to City					2	4				6	\$830
Site Visit To Mark Borings & Arrange Utility Locates					4					4	\$700
Revisit Site to Verify Locates					2					2	\$350
Log Drilling of 2 Drilled Borings					8					8	\$1,400
Generate Exploration Logs & Assign Lab Testing			1		2					3	\$660
Perform Engineering Analyses for Signal Pole Foundations & Infiltration Feasibility			4	6						10	\$2,110
Prepare Draft Geotechnical Report			4		8		4			16	\$3,260
Prepare Final Geotechnical Report			2		4					6	\$1,320
Consultation / Project Management			4							4	\$1,240
TOTAL LABOR COSTS	0	0	17	6	30	4	0	4	2	63	\$12,820

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Grain Size Distribution	6	\$135	\$810
Grain Size Distribution w/hydrometer	6	\$275	\$1,650
Atterberg Limits	2	\$260	\$520
Direct Shear	0	\$675	\$0

LABORATORY TOTAL: **\$2,980**

ESTIMATED DIRECT EXPENSES:

Mileage IRS Rate	\$200
Traffic Control Subcontractor - TCPs	\$500
Drilling Subcontractor	\$6,000
Traffic Control Subcontractor	\$2,500
Laboratory Testing	\$2,980
TOTAL DIRECT EXPENSES:	\$12,180

PROJECT TOTALS AND SUMMARY:

Total Labor	\$12,820
Direct Expenses	\$12,180
GRAND TOTAL:	\$25,000

Notes

1. All costs are estimated, and may be increased or decreased within the limits of the total budget at the discretion of HWA's project manager.
2. No Street Use Permits/ROW Use fees will be required.
3. Boring patches in roadway to consist of concrete.
4. Assumes no small-scale PIT will be performed under this phase of work. PIT may be completed under a separate phase of work if infiltration appears feasible based on results of borings and lab testing.