



PROFESSIONAL SERVICES AGREEMENT SDC139 & WAC156 – Design Services – 122nd Avenue NE Storm and Watermain Replacement

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 Consultant for these Services shall not exceed \$222,053.10, 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. 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 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 specified in Section I is May 1, 2026. For purposes of paying final invoices and finalizing services, this contract expires on December 31, 2026.

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

V. 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, including Chapter 42.56 RCW.

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.

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

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

The foregoing records shall be maintained for a period of 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.

VI. 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.

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

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 the City, and its officers, officials, employees, and volunteers (together "Indemnified Parties") harmless 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 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 work hereunder 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.

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. 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 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.
 - 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 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.

- 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 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

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. 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 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 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. Consultant is responsible for providing the office space and clerical support necessary for the performance of 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

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.

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 City and 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 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:

Signature: Terry wright
Terry wright (Oct 21, 2025 15:03:48 PDT)

Printed Name: Terry wright

Title: Vise President

Date: 10/21/2025

CITY OF KIRKLAND:

Signature: James Lopez
James Lopez (Oct 22, 2025 11:22:57 PDT)

Printed Name: James Lopez
(Type City Staff Name)

Title: Deputy City Manager, External Affairs

Date: 10/22/2025

ATTACHMENT A
City of Kirkland
122nd Ave NE Storm and Water Main Replacement
(NE 80th St to NE 85th St)
CIP No: SDC139 & WA0156
Scope of Work

Psomas
October 2025

Introduction

The following scope of work will outline the effort required to complete the City of Kirkland 122nd Ave NE Storm and Water Main Replacement Project. The planned improvements will include the following:

Water Main Replacement (WA0156):

- Construction of approximately 1,250 feet of new 12-inch water main along 122nd Ave NE from the existing main at the NE 80th St intersection to the end of the new main installed as part of the “122nd Ave at NE 85th St Waterline Improvements (WAC170)” project, approximately 200 feet south of the NE 85th St intersection.
- Installation of new fire hydrants along the corridor.
- Replacement of all existing water service connections.

Storm Replacement (SDC139):

- Construction of approximately 1,200 feet of new 18-inch storm pipe along 122nd Ave NE to replace the existing storm system on the east side of the road from an existing storm structure at the NE corner of the NE 80th St intersection to an existing structure approximately 180 feet south of the NE 85th St intersection.
- Realigning the storm main to be along the eastern curb line to eliminate redundant structures.
- Replacement of street trees impacted by storm system improvements.

General (WA0156 & SDC139):

- Replacement of existing curb, sidewalk, curb ramps, and driveway entrances impacted by utility improvements.
- Full width grind and overlay.
- Full pavement section reconstruction and unsuitable foundation repair if/where the geotechnical report identifies failures.

The following assumptions were made when preparing the scope and budget:

- Proposed water main and storm pipe sizes have been confirmed by the City and no further modeling will be performed.

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- Existing storm crossings along 122nd Ave NE will not be replaced and will be connected to the new storm system.
- Stormwater Technical Information Report (TIR) is required, see Task 5.
- SEPA is required, see Task 7. No other environmental permits will be required.
- Arborist Report and Tree Retention Plan is required per the City's Land Surface Modification (LSM) permit, see Task 8.
- City will take lead on obtaining the LSM permit.
- Geotechnical Investigation and Report is required, see Task 9.
- No easements or right-of-way acquisition will be required.
- Plans will be developed using AutoCAD 2024 Civil 3D Psomas Standards.
- The project is funded by local funds only and has no State or Federal funding.

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SCOPE OF WORK

Task 1 – Management/Coordination/Administration (WA0156 & SDC139)

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product.

- 1.1 Provide project administrative services including:
 - Project set-up and agreement execution
 - Execution of subconsultant agreements
 - Preparation of monthly progress reports and invoices
 - Maintenance of project files
 - Record keeping and project closeout
- 1.2 Provide project management services including:
 - Project staff management and coordination
 - Subconsultant management and coordination
 - Project schedule preparation and updating
 - Schedule and budget monitoring
- 1.3 Attend up to 14 virtual bi-weekly coordination meetings and 4 virtual design review meetings with City staff. Budget assumes that Psomas project manager and lead project engineer will attend all meetings, and that up to one other discipline lead will attend.
- 1.4 Provide QA/QC reviews of all submittals (30%, 60% and 90% design, and final design submittal) by senior staff.
- 1.5 Miscellaneous emails and phone calls.

Deliverables:

- Monthly invoices.
- Monthly progress reports.
- Meeting minutes for Consultant/City meetings.
- Project schedule.

Assumptions:

- Notice to Proceed anticipated October 2025.
- Project design duration will be seven (7) months.
- Project bidding anticipated in Q2 2026.

Task 2 – Survey and Base Mapping (WA0156 & SDC139)

This task covers the effort to update the basemap of existing features and right-of-way (ROW) lines along the project limits.

- 2.1 Field Review of Topographic Map completed in 2017.
- 2.2 Topographic Mapping: Conduct detailed topographic survey, picking up key elevations needed for design, surface features, individual trees 6-inches in diameter and larger,

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utilities marked by One-call and the city, and other elements pertinent to the design. Field survey will be conducted as needed to develop 1-foot contours. Survey will be limited to improvements constructed since the 2017 survey was completed.

- 2.3 Review Right-of-Way and Parcel Lines – the existing right of way on 122nd Ave will be defined, and the approximate location of parcel lines will be defined based on GIS information provided by the City.
- 2.4 Gravity Utility Structures – measure downs and sketches will be provided for all sanitary and storm sewer structures installed since the 2017 survey was completed.
- 2.5 Utility Potholes/Conflict Plan – Psomas will coordinate with an APS (or similar) company to arrange utility potholes (pothole plan will be created under task 6 below). Upon completion of potholes Psomas will survey all pothole locations and add data to design base map.
- 2.6 Survey Control –horizontal and vertical control points will be set, which will be used for mapping and control during construction.
- 2.7 Update Base Map – All above information will be processed to create a 3D design base map to be used in AutoCAD Civil 3D.

Deliverables:

- Updated electronic basemap showing existing right-of-way, utility locations, surface features, and contours at 1-foot intervals.

Assumptions:

- Basemap will be prepared in AutoCAD Civil 3D using Psomas drafting standards.
- The City will locate and mark City-owned utilities if needed.
- ROW and easement acquisition support is not included.
- ROW staking will not be required.

Task 3 – Water Design (WA0156)

The Consultant shall prepare final bid documents (PS&E) for the improvements described above. Efforts under this task include the following:

- Plans shall be prepared in such detail as to allow field layout and construction within a degree of accuracy acceptable to the City, in accordance with Industry, City and WSDOT standards.
- Typical sections and details shall be provided, except for items available as City or WSDOT standard details/plans which will be included in an appendix of the Specifications.
- Construction Cost estimates will be included with each submittal.
- Specifications will be prepared and included with the 90% and Final submittals.
- The project corridor will be reviewed in the field to ensure the plans show an accurate representation of the proposed improvements.

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- 3.1 30% Design: Psomas will prepare 30% plans and cost estimate. These plans will show horizontal information only, no vertical information will be provided.

Estimated Sheet Count is as follows:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Alignment and Survey Control	1
Water Main Plan	3
Restoration & Overlay Plan	2
Existing Conditions Plan	2
TOTAL	10

- 3.2 60%, 90%, and Final Design: Psomas will prepare final bid documents (PS&E) for the improvements approved by the City during 30% Design.

Estimated Sheet Count is as follows:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Alignment and Survey Control	1
Typical Sections	1
Typical Details	1
Water Main Plan/Profiles	3
Water Connection Details	1
Restoration & Overlay Plan	2
Existing Conditions and Pothole Data	2
TOTAL	13

Deliverables:

- 30% Review Submittal: Construction Plans and Cost Estimate (PDF).
- 60% Review Submittal: Construction Plans and Cost Estimate (PDF).
- 90% Review Submittal: Construction Plans (PDF), Cost Estimate (PDF & Excel) (including quantity takeoff calculations, see Assumptions below), and Specifications (PDF).
- Final Review Submittal: Construction Plans (PDF), Cost Estimate (PDF & Excel) (including quantity takeoff calculations, see Assumptions below), and Specifications (PDF).
- Bid Documents: Ad-Ready Construction Plans, Cost Estimate, and Specifications (PDF).

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Assumptions:

- Construction Cost Estimates for 90% and Final Review submittals will include Bid Item quantity takeoff calculations in Excel format, with quantities broken out by the associated plan sheets.
- Construction Cost Estimates for all submittals will include Bid Item list and specification section reference.
- This scope of work is based on the understanding that improvements reviewed and approved at each submittal milestone will not change as the design progresses.
- Temporary Traffic Control Plans will be provided by the Contractor during construction.
- Replacement of other aging/failing City utility infrastructure in the project area will not be required.
- Water improvements will be in its own schedule in the Construction Cost estimate.

Task 4 – Storm Design (SDC139)

The Consultant shall prepare final bid documents (PS&E) for the improvements described above. Efforts under this task include the following:

- Plans shall be prepared in such detail as to allow field layout and construction within a degree of accuracy acceptable to the City, in accordance with Industry, City and WSDOT standards.
- Typical sections and details shall be provided, except for items available as City or WSDOT standard details/plans which will be included in an appendix of the Specifications.
- Construction Cost estimates will be included with each submittal.
- Specifications will be prepared and included with the 90% and Final submittals.
- The project corridor will be reviewed in the field to ensure the plans show an accurate representation of the proposed improvements.

- 4.1 30% Design: Psomas will prepare 30% plans and cost estimate. These plans will show horizontal information only, no vertical information will be provided.

Estimated Sheet Count is as follows:

Title	Number
Stormwater Plan	3
TOTAL	3

- 4.2 60%, 90%, and Final Design: Psomas will prepare final bid documents (PS&E) for the improvements approved by the City during 30% Design.

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Estimated Sheet Count is as follows:

Title	Number
Stormwater Plan/Profiles	3
Restoration & Overlay Plan	1
Typical Details	1
Landscape Plan	2
Landscape Details	1
TOTAL	8

Deliverables:

- 30% Review Submittal: Construction Plans and Cost Estimate (PDF).
- 60% Review Submittal: Construction Plans and Cost Estimate (PDF).
- 90% Review Submittal: Construction Plans (PDF), Cost Estimate (PDF & Excel) (including quantity takeoff calculations, see Assumptions below), and Specifications (PDF).
- Final Review Submittal: Construction Plans (PDF), Cost Estimate (PDF & Excel) (including quantity takeoff calculations, see Assumptions below), and Specifications (PDF).
- Bid Documents: Ad-Ready Construction Plans, Cost Estimate, and Specifications (PDF).

Assumptions:

- Construction Cost Estimates for 90% and Final Review submittals will include Bid Item quantity takeoff calculations in Excel format, with quantities broken out by the associated plan sheets.
- Construction Cost Estimates for all submittals will include Bid Item list and specification section reference.
- This scope of work is based on the understanding that improvements reviewed and approved at each submittal milestone will not change as the design progresses.
- Temporary Traffic Control Plans will be provided by the Contractor during construction.
- Replacement of other aging/failing City utility infrastructure in the project area will not be required.
- Storm improvements will be in its own schedule in the Construction Cost estimate.

Task 5 – Stormwater Technical Information Report (SDC139)

This task covers the anticipated effort to complete a full stormwater Technical Information Report (TIR). The TIR will address the applicability of the Core Requirements and facility sizing in a Technical Memorandum format. Efforts under this task include:

- 5.1 Stormwater Regulation Review: Review the existing stormwater facilities within the limits of the project and document applicable stormwater regulations, standards, hydrology and hydraulic design criteria. Delineate threshold discharge areas (TDAs). Determine the applicability of Core Requirements.
- 5.2 Onsite Stormwater BMP Feasibility Study and Design: Evaluate the feasibility of implementing on-site stormwater BMPs for new and replaced hard surfaces. If BMPs are found to be

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feasible, perform preliminary design for inclusion in the 60% Stormwater Plans submittal. After reviewing geotechnical report(s), feasible on-site stormwater BMPs will be designed in accordance with Core Requirement #9.

- 5.3 Draft Stormwater Memo: Prepare a technical memo discussing a preliminary overview of the core requirements of KCSWDM that will affect design, including Core Requirements #1-9. The Draft Stormwater Memo will be submitted with the 30% Construction Plans.
- 5.4 Draft Stormwater TIR: Prepare a Draft Surface Water Technical Information Report (TIR) for the project. The Draft TIR will describe the stormwater requirements and the stormwater management facilities that will be constructed to meet the requirements. The Draft TIR will be submitted with the 60% Stormwater Plans.
- 5.5 Final Stormwater TIR: Prepare a Final TIR that addresses City review comments from the Draft TIR and documents the final design. The Final TIR will be submitted with the 90% Plans.

Deliverables:

- Two meetings with the City.
- Draft Stormwater Memo (PDF) included with the 30% design submittal.
- Draft Stormwater TIR (PDF) included with 60% design submittal.
- Final Stormwater TIR (PDF) included with 90% design submittal.

Assumptions:

- Full drainage review is required.
- All stormwater design is required to comply with the relevant elements of the 2021 King County Surface Water Design Manual (KCSWDM) and the City of Kirkland Addendum to the 2021 KCSWDM. This Work Element includes the effort required to perform preliminary analysis and documentation of the project's stormwater management requirements in accordance with the KCSWDM and the Kirkland Addendum.
- It is assumed that the project will **not** require stormwater detention facilities or water quality facilities. However, the Core Requirements will be analyzed to confirm this assumption.
- Project is within a Level Two Flow Control Area.

Task 6 – Franchise Utility Coordination (WA0156 & SDC139)

To avoid project delays and utility conflicts with existing and proposed utilities, Psomas will take an active role in coordinating with Franchise utilities affected by the proposed improvements. Effort included under this task is as follows:

- 6.1 General Franchise Utility Coordination:
 - Psomas will arrange, attend, and lead two coordination meetings with Franchise utilities to discuss pothole information, conflicts, and potential relocations.
 - Miscellaneous coordination emails and phone calls with Franchise utilities.
 - Coordination with potholing company (APS or similar) to arrange utility potholes.
- 6.2 Franchise Utility Conflict and Pothole Plans:

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- Utility Pothole Plans will be prepared showing proposed Franchise utility pothole locations. These plans will identify where exact horizontal/vertical utility location information is needed to assist with design and conflict analysis. Potholing shall be explored to the bottom of utilities.
- Utility Conflict Plans will be prepared when potholing is complete to assist Franchise utilities in designing their relocations. These plans will identify where proposed improvements conflict with existing Franchise utilities.

Deliverables:

- Utility Pothole Plan (2 sheets).
- Utility Conflict Plan (2 sheets).
- Franchise utility meeting notes.

Assumptions:

- Design of any Franchise utility relocations is not included in this scope of work. Required utility relocations will be designed by Franchise utilities and not included in the final PS&E package.
- Utility as-built drawings, records, system maps, and design drawings will be made available by Franchise utilities upon request.
- Potholing of Franchise- and City-owned utilities will be conducted by a private firm which will bill the utility purveyor directly.

Task 7 – Environmental Permitting (WA0156 & SDC139)

- 7.1 SEPA Checklist: Psomas will prepare a draft and final project-specific Environmental Checklist to satisfy the State Environmental Policy Act (SEPA) For purposes of this scope of services, Psomas has assumed that the CITY will be the SEPA lead agency and that they will issue a SEPA determination consistent with their SEPA rules. At this time, it is reasonable to assume that no additional studies would be necessary to complete the SEPA documentation and that the SEPA determination will be a Determination of Non-Significance (DNS).
- 7.2 Critical Areas Memo and WDFW HPA Application: A single Critical Area is located in the project area, a non-fish bearing piped stream under NE 85th St / 122nd Ave NE and continuing south along the east side 122nd Ave NE. Since the project involves replacing a 18-inch diameter stormwater pipe that enters a manhole over a designated critical area (piped stream) according to City Critical Areas map, Psomas will prepare a brief Critical Areas Memorandum per KMC Chapter 90, describing the stream feature and project impacts to the critical area. It is expected that no mitigation will be required and that avoidance and minimization measures, including timing restrictions and appropriate debris containment BMPs, will be sufficient to reduce or eliminate impacts to an acceptable level.

The Critical Areas Memorandum will be included in the application package for a Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife, as will HPA drawings created by Psomas, to permit the minor stream alterations in the piped stream for the project. The HPA is required under Washington State Hydraulic Code and the application will be based on the 90% plan set and will be submitted electronically, through the Washington State Aquatic Protection Permitting System (APPS).

ATTACHMENT A

- 7.3 Cultural Resources: Although the project is not subject to Executive Order 21-02, as no state capital funding is attached to the project, the City has responsibility to coordinate with affected Tribes. Psomas cultural resources staff will review previous cultural resource surveys in the project vicinity as well as ethnographic records and relevant geological information, documenting findings in part of SEPA Checklist Question 13. Psomas will prepare a draft and final letter technical staff-to technical staff letter for submission by the City to the Muckleshoot Indian Tribe, the Snoqualmie Indian Tribe, the Tulalip Tribes, and the Stillaguamish Tribe. The letter is not intended as formal government-to-government consultation but rather is to inquire about project-related information or concerns. In addition, Psomas will prepare an Inadvertent Discovery Plan for project construction, and the City's requirement for contractor adherence and the IDP will be discussed in the SEPA Checklist Question 13.

Deliverables:

- Draft and Final SEPA Checklist.
- Draft and Final Critical Areas Memorandum.
- Draft and Final HPA Application (incl. final HPA Application submission to WDFW APPS online permitting system).
- Draft and Final Inadvertent Discovery Plan (IDP).
- Draft and Final Tribal Correspondence Letter.

Assumptions:

- All final deliverables will be based on one round of consolidated City comments/edits.
- Except for preparation of the permit documents described above, this task does not include any additional permit or approval applications.
- City will be responsible for publication of the SEPA notice, including any publication fees.
- City will be responsible for SEPA determination and responding to public and agency comments.
- The SEPA Checklist will be based on a design level of approximately 30 percent design.
- With the exception of a single non-fish bearing stream, no other critical areas are located in the project vicinity.
- No mitigation for the stormwater work will be required.
- Psomas will be the authorized agent for the HPA, or alternatively the City will provide Psomas with login information for City APPS account.
- No historic property inventory and no archaeological survey will be required; if either of these elements are determined to be necessary, a separate scope of work will be prepared.

Task 8 – Arborist Services (SDC139)

See attached for Task 8 Scope of Work for Arborist Services, as prepared by Land Meets Water.

Task 9 – Geotechnical Services (WA0156 & SDC139)

See attached for Task 9 Scope of Work for Geotechnical Services, as prepared by HWA.

ATTACHMENT B
PRIME CONSULTANT COST COMPUTATIONS

Client:

Project Name:

Psomas Project Number:

Date:

City of Kirkland

122nd Ave NE Storm and Water Main Replacement

9KIRO11500

10/1/2025

Task No.	Task Description	Labor Hour Estimate																					Total Hours and Labor Cost Computations by Task	
		Principal	Senior Engineer I	Senior Engineer II	Project Engineer II	Design Engineer I	Design Engineer II	Senior Project Manager Survey	Survey Crew I (W/Equip)	Survey Crew II (W/Equip)	Project Surveyor II	Surveyor III	Urban Design Manager	Project Landscape Architect I	Landscape Designer III	Environmental Manager	Managing Biologist I	Cultural Resources Manager	GIS Tech	Cultural Resource Specialist	Senior CAD Technician	Senior Admin		
		\$305.00	\$207.00	\$217.00	\$198.00	\$140.00	\$148.00	\$263.00	\$224.00	\$284.00	\$181.00	\$150.00	\$232.00	\$164.00	\$140.00	\$240.00	\$191.00	\$222.00	\$92.00	\$86.00	\$146.00	\$148.00	Hours	Totals
Task 1 - Management/Coordination/Administration (WA0156 & SD139)																								
1.1	Project Administrative services (7 months)	1		7																	14	22	\$	3,896.00
1.2	Project Management services (7 months)	1		14																	14	29	\$	5,415.00
1.3	Meetings with City Staff (14 bi-weekly, 4 design reviews)	1		18	18																	37	\$	7,775.00
1.4	Provide QA/QC reviews of all submittals			12																		12	\$	2,604.00
1.5	Misc. Emails and Phone Calls	2		18	8																	28	\$	6,100.00
Task Total		5	0	69	26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	128	\$	25,790.00
Task 2 - Survey and Base Mapping (WA0156 & SD139)																								
2.1	Review Topographic Map							1	2			2										5	\$	1,011.00
2.2	Topographic Mapping								10	8												18	\$	4,512.00
2.3	Review ROW and Parcel Lines										4											4	\$	724.00
2.4	Gravity Utility Structures									2												2	\$	568.00
2.5	Utility Potholes/Conflict Plan - Survey Potholes								6													6	\$	1,344.00
2.6	Survey Control									2												2	\$	568.00
2.7	Update Basemap				2			1			20											23	\$	3,659.00
Task Total		0	0	0	2	0	0	2	18	12	4	22	0	0	0	0	0	0	0	0	0	60	\$	12,386.00
Task 3 - Water Design (WA0156)																								
3.1	30% Design																							
Sheet Count	Sheet Title																							
1	Cover Sheet				1	4														4		9	\$	1,342.00
1	Legend & Abbreviations				1	4														4		9	\$	1,342.00
1	Alignment & Survey Control				1	4														4		9	\$	1,342.00
3	Water Main Plan				8	12														8		28	\$	4,432.00
2	Restoration & Overlay Plan				2	8														4		14	\$	2,100.00
2	Existing Conditions				1	4														12		17	\$	2,510.00
10	Total	0	0	0	14	36	0	0	0	0	0	0	0	0	0	0	0	0	0	36	0	86	\$	13,068.00
-	30% Cost Estimate			2	4	16																22	\$	3,466.00
3.2	60%, 90%, and Final Design																							
Sheet Count	Sheet Title																							
1	Cover Sheet				1	2														2		5	\$	770.00
1	Legend & Abbreviations				1	2														2		5	\$	770.00
1	Alignment & Survey Control				1	4														2		7	\$	1,050.00
2	Typical Sections & Details				4	12														8		24	\$	3,640.00
3	Water Main Plan/Profiles			2	8	16														8		34	\$	5,426.00
1	Water Connection Details			2	4	8														4		18	\$	2,930.00
2	Restoration & Overlay Plan				4	12														4		20	\$	3,056.00
2	Existing Conditions & Pothole Data				1	16														4		21	\$	3,022.00
13	Total	0	0	4	24	72	0	0	0	0	0	0	0	0	0	0	0	0	0	34	0	134	\$	20,664.00
-	60% Cost Estimate				4	8																12	\$	1,912.00
-	90% Cost Estimate			2	4	12																18	\$	2,906.00
-	Final Cost Estimate			1	4	8																13	\$	2,129.00
-	Bid Documents Cost Estimate			1	1	4																6	\$	975.00
-	90% Specifications	2		2	20	8															8	40	\$	7,308.00
-	Final Specifications	1		1	16	4															4	26	\$	4,842.00
-	Bid Documents Specifications			1	8	2															2	13	\$	2,377.00
Task Total		3	0	14	99	170	0	0	0	0	0	0	0	0	0	0	0	0	0	70	14	370	\$	59,647.00

Task 4 - Storm Design (SDC139)																										
4.1	30% Design																									
Sheet Count	Sheet Title																									
3	Stormwater Plan			2	8	24															12		46	\$ 7,130.00		
3	Total	0	0	2	8	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0	46	\$ 7,130.00		
-	30% Cost Estimate			2	4	16	4																26	\$ 4,058.00		
4.2	60%, 90%, and Final Design																									
Sheet Count	Sheet Title																									
3	Stormwater Plan & Profile			2	4	18	18														8		50	\$ 7,578.00		
1	Restoration & Overlay Plan				4	8															8		20	\$ 3,080.00		
1	Typical Details			2	4	8															4		18	\$ 2,930.00		
2	Landscape Plan				2							4	8	20									34	\$ 5,436.00		
1	Landscape Details				2							1	4	16									23	\$ 3,524.00		
8	Total	0	0	4	16	34	18	0	0	0	0	0	5	12	36	0	0	0	0	0	20	0	145	\$ 22,548.00		
-	60% Cost Estimate				2	8																	10	\$ 1,516.00		
-	90% Cost Estimate			1	2	6																	9	\$ 1,453.00		
-	Final Cost Estimate			2	2	4																	8	\$ 1,390.00		
-	Bid Documents Cost Estimate			1	1	2																	4	\$ 695.00		
-	90% Specifications	2		2	4	4																4	16	\$ 2,988.00		
-	Final Specifications	1		1	4	2																2	10	\$ 1,890.00		
-	Bid Documents Specifications			1	2																	1	4	\$ 761.00		
Task Total		3	0	16	45	100	22	0	0	0	0	0	5	12	36	0	0	0	0	0	32	7	278	\$ 44,429.00		
Task 5 - Stormwater Technical Information Report (SDC139)																										
5.1	Stormwater Regulation Review		3				8																11	\$ 1,805.00		
5.2	Onsite Stormwater BMP Study and Design						6																6	\$ 888.00		
5.3	Draft Stormwater Memo		1		2		8																11	\$ 1,787.00		
5.4	Draft Stormwater TIR		2		2		8																12	\$ 1,994.00		
5.5	Final Stormwater TIR		2		1		12																15	\$ 2,388.00		
Task Total		0	8	0	5	0	42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	55	\$ 8,862.00		
Task 6 - Franchise Utility Coordination (WA0156 & SDC139)																										
6.1	General Franchise Utility Coordination			2	4	8																	14	\$ 2,346.00		
6.2	Franchise Utility Conflict and Pothole Plans			2	4	8																	14	\$ 2,346.00		
Task Total		0	0	4	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	\$ 4,692.00		
Task 7 - Environmental Permitting (WA0156 & SDC139)																										
7.1	SEPA Checklist				2		2									6	32		1				43	\$ 8,336.00		
7.2	Critical Areas Memo and WDFW HPA Application															12	18		2				32	\$ 6,502.00		
7.3	Cultural Resources				2													10	1	2			15	\$ 2,880.00		
Task Total		0	0	0	4	0	2	0	0	0	0	0	0	0	0	18	50	10	4	2	0	0	90	\$ 17,718.00		
Task 8 - Arborist Services (SDC139)																										
	See Subconsultant Section Below (Land Meets Water)																									
Task 9 - Geotechnical Services (WA0156 & SDC139)																										
	See Subconsultant Section Below (HWA)																									
Total Psomas Labor Hours and Fee		11	8	103	189	286	66	2	18	12	4	22	5	12	36	18	50	10	4	2	102	49	1,009	\$ 173,524.00		
Subconsultants																										
																							Task 8 - Arborist Services - Land Meets Water		\$ 4,050.00	
																							Task 9 - Geotechnical Services - HWA		\$ 41,692.00	
																							Subtotal		\$ 45,742.00	
																							Administrative Charge (5%)		\$ 2,287.10	
																							Total Subconsultant Expense		\$ 48,029.10	
Reimbursable Direct Non-Salary Costs																										
																							Mileage at current IRS rate		\$ 500.00	
																							Total Reimbursable Expense		\$ 500.00	
																							Total Estimated Budget		\$ 222,053.10	

Scope of Work & Fee

City of Kirkland - Arborist Services

Attention: Darek Goch, PE, Psomas
Date: 4/2/2025

LAND MEETS WATER
2212 WALNUT AVE SW
SEATTLE, WA 98116
206.947.3958
tristan@landmw.com
ISA Urban Forestry Arborist
& TRAQ PN-8826AM



Project Title: 122nd Ave NE Storm and Water Main Replacement
Project Number: 17033
Project Description: Arborist Services
Project Address: 122nd Ave NE from NE 80th St to NE 85th St

OBJECTIVE

The objective is to provide arborist services in support of Psomas, Inc. for the Storm and Water Main Replacement project along 122nd Avenue NE. All work will comply with the City of Kirkland Municipal Code, ISA Best Management Practices, and ANSI A300 standards.

SCOPE & FEE

Project Tasks	Notes	Hours	Rate	Cost
Consultant Support				
Code Review	Compliance review for Kirkland	2	\$150	\$ 300
Project Communication	Includes all project communication and meetings	3	\$150	\$ 450
Site Visits	Tree health assessments & corresponding spreadsheet	6	\$150	\$ 900
Client Deliverables				
Arborist Report	A report documenting the general health of the trees and required removals.	8	\$150	\$ 1,200
CAD files	CAD compatible designation of removals, critical root zones, and tree protection areas for retained trees whose soil is altered within five feet of the tree's critical root zone. To be inserted into the Site Prep or TESC file.	8	\$150	\$ 1,200
Total Hours		27	Total Cost	\$ 4,050

DESIGN BUDGET

The agreement amount of \$4,050 (27 hours) is considered a Not-to-Exceed amount, which shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement. If requests exceed this level of effort, the client will be notified, and authorization for additional budget will be needed before additional support is provided.

ASSUMPTIONS

Psomas, Inc. will provide the following:

1. AutoCAD Lt compatible survey and proposed design files
2. Coordinate site access
3. Any code requirement pertinent to the project in critical areas
4. Any soil or environmental report conducted as part of this or previous projects at the same or adjacent locations.

Other assumptions include:

- Each site visit will bill a minimum of 4 hours.
- The City will provide any prior arborist reports performed along similar stretches
- The 2025 City of Kirkland Municipal Code will be applied to the project

Further work, such as tree appraisals, will require additional scoping and budgeting.

TASK 9

Project Cost Estimate
122nd Ave NE Storm & Water Improvements
Kirkland, Washington



GEOSCIENCES INC.
DBE/MWBE

ATTACHMENT B

HWA Ref: 2025-179
Date: 15-Sep-25
Prepared By: BKH

PROPOSED WORK SCOPE:

Coordinate locations of explorations with Client.
Perform visual assessment of the alignment and mark the locations of 2 drilled boreholes and 4 pavement cores. Arrange utility locates through the Utility Notification Center.
Revisit site to verify exploration locations are not in conflict with subsurface utilities. Move exploration locations as appropriate.
Subcontract preparation of Traffic Control Plans (TCPs). Submit TCPs to City for approval.
Conduct hollow stem auger borings at 2 locations to depths of about 20 feet each (one day). Environmental testing is not included; however, we will note if any contamination is smelled or observed.
A 2-inch diameter monitoring well will be installed in one of the boreholes to monitor groundwater fluctuations for a period of about 6 months to 1 year.
A data logging transducer will be installed in the well to record groundwater levels every 30 minutes for a period of 6 months to a year.
Borings will be backfilled per Department of Ecology requirements and the surface patched with concrete.
Create logs of boreholes and assign laboratory testing.
Perform pavement coring at 4 locations (one day). Pavement cores will be patched with Aquaphalt cold patch compacted in lifts to match existing pavement thickness.
Prepare photographic logs of pavement cores.
Revisit site one time to download the groundwater data and reinstall transducer. Revisit site one additional time to remove transducer and evaluate groundwater data.
Perform engineering analyses utility construction recommendations and pavement rehabilitation/reconstruction.
Evaluate soil and groundwater conditions to provide recommendations for utility construction. Contractor will be responsible for the design and implementation of the dewatering and shoring system.
Prepare a draft report presenting the results of our explorations, groundwater monitoring, and our recommendations pertaining to utility construction and pavement design.
Finalize report based on review comments.

ESTIMATED HWA LABOR:

Scope of Services	2025 PERSONNEL & HOURLY RATES							
	Engr VIII	Engr III	Geol III	Geol II	CAD	Contracts	TOTAL	TOTAL
	\$96.00	\$54.00	\$41.00	\$34.00	\$36.00	\$53.00	HOURS	AMOUNT
Project Coordination/Setup/Invoicing	4					4	8	\$596
Visit Project Alignment, Mark Drilled Boreholes and Pavement Cores and Arrange Utility Locates	4	4					8	\$600
Revisit Site to Verify Exploration Locations and Adjust as Necessary		4					4	\$216
Subcontract TCPs and Submit to City for Approval		4					4	\$216
Log Drilling of 2 Boreholes			10				10	\$410
Prepare Exploration Logs / Assign Lab Testing	1	1	2				4	\$232
Perform Pavement Coring at 4 Locations			10	10			20	\$750
Prepare Photographic Pavement Core Logs	1	1	2				4	\$232
Site Visits to Download Transducer Data (one time) and Remove and Download Data (one time)			10				10	\$410
Analyze and Plot Groundwater Data	2	8					10	\$624
Engineering Analyses	8	12					20	\$1,416
Prepare Draft Letter Report	8	16	4		4		32	\$1,940
Prepare Final Letter Report	4	4					8	\$600
Project Management / Correspondence	4						4	\$384
DIRECT SALARY COST	36	54	38	10	4	4	146	\$8,286

LABORATORY TEST SUMMARY:

Test	Est. No.	Unit	Total
	Tests	Cost	Cost
Grain Size Distribution	6	\$140	\$840
Atterberg Limits	2	\$265	\$530

LABORATORY TOTAL:**\$1,370****ESTIMATED DIRECT EXPENSES:**

Mileage IRS Rate	\$150
Transducer	\$650
Pavement Coring (@ \$80/core)	\$320
GPS Rental	\$75
Laboratory Testing	\$1,370

TOTAL DIRECT EXPENSES:	\$2,565
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ESTIMATED SUBCONTRACTOR EXPENSES:

Traffic Control Contractor	\$7,000
Drilling Contractor	\$6,500

TOTAL SUBCONTRACTOR EXPENSES:	\$13,500
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PROJECT TOTALS AND SUMMARY:

Direct Salary Cost (DSC)	\$8,286
OH @ 179.28% * DSC	\$14,855
FF @ 30% * DSC	\$2,486
Total Labor	\$25,627
Direct Expenses	\$2,565
Subcontractor Expenses	\$13,500
GRAND TOTAL:	\$41,692

Assumptions

1. All hours and items are estimated, and may be shifted between tasks within the limits of the total budget at the discretion of HWA's project manager.
2. No ROW permit or traffic control will be required.
3. The geotechnical explorations proposed herein will not be used to assess site environmental conditions.
4. HWA will not be held liable for damage to utilities or other underground structures not defined or located for HWA by the City, the Utilities Underground Location Center.
5. Monitoring wells are the property of City of Kirkland. Decommissioning of monitoring wells is not included in this estimate and should be included in construction.