



PROFESSIONAL SERVICES AGREEMENT WAC0570003 -



City Attorney
Kevin Hansen
Rev: 01/09/26

Temporary Regional Booster Pump Station

The City of Kirkland, Washington, a municipal corporation ("City") and RH2 Engineering, whose address is 22722 29th Dr SE STE 210, Bothell, WA 98021 ("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 \$285,400.00, 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. 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 December 31, 2026. For purposes of paying final invoices and finalizing services, this contract expires on August 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 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 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 of 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: *Michele R. Campbell*
Michele R. Campbell (Jan 15, 2026 13:52 PST)

Printed Name: Michele R. Campbell

Title: President

Date: 01/15/2026

CITY OF KIRKLAND:

Signature: *Tracey P. Dunlap*

Printed Name: Tracey Dunlap
(Type City Staff Name)

Title: Deputy City Manager of Operations

Date: 01/15/2026

EXHIBIT A
Scope of Work
City of Kirkland
Temporary Regional Booster Pump Station
December 2025

Background

On April 8, 2024, the City of Kirkland (City) converted the 510 pressure gradient to the 450 pressure gradient in the Upper Highlands neighborhood. This change improved fire flow, system resiliency, water supply redundancy, and water quality in Upper Highlands by opening nine new interconnections and eliminating the previously isolated hydraulic zone. Eliminating the isolated zone opened critical flow pathways through the Highlands neighborhood to ensure resilient distribution of water from the east, where the City's water supply enters the system, to the west. Under the 450 Zone, water is now conveyed through the neighborhood through four water mains that cross the Cross Kirkland Corridor (CKC), creating a system-wide benefit.

The project was described in the *Technical Memorandum for Water System Plan CIP Review and Update*, dated December 30, 2022, and was implemented in coordination with the Washington State Department of Transportation Interstate 405/NE 85th Street Bus Rapid Transit Station Project, which required relocation of the NE 85th Street water main. This main is one of the City's primary transmission lines serving the west side distribution system.

As part of this effort, the City upgraded the relocated main from standard ductile iron pipe to earthquake resistant ductile iron pipe, providing enhanced joint flexibility and resistance to seismic movement. This investment significantly improves the reliability and seismic resilience of the City's west side water system, including the Upper Highlands area. The observed pressure reduction following the conversion was consistent with engineering analyses and meets drinking water standards; however, the resulting community impact was greater than anticipated.

Following conversion and in response to a significant number of Upper Highlands residents contacting the City about the impacts on their household water pressure, the City intends to return the highest elevation connections to their previous service pressure. Although a permanent solution has not yet been selected, a short-term solution to install a temporary regional booster pump station (TRBPS) has been identified to reinstate a smaller, closed Upper Highlands pressure zone. As part of RH2 Engineering, Inc.'s, (RH2) work on the City's *Water System Plan* under a separate contract, preliminary hydraulic modeling to evaluate the TRBPS alternative and pressure zone reconfiguration has been completed and presented to the City Council.

The City has retained RH2 to continue with preliminary design and regulatory approvals with the goal of designing, permitting, bidding, constructing, and commissioning the TRBPS ahead of the 2026 peak demand season. The proposed TRBPS alternative also includes two new valve vaults and other minor system changes that will be confirmed during predesign and will be included in the design and construction of the TRBPS facility. This Scope of Work details RH2's proposed approach to providing design, permitting, bidding, and construction support services for the project.

General Assumptions

The following assumptions were made when preparing this Scope of Work:

- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. Information is assumed to be provided by or with written authorization from the owner of the information.*
- *Deliverables will be submitted in electronic format (PDF) unless otherwise noted.*
- *Acceptance of project permits is beyond the control of RH2 and the City, and no date is warranted or implied for Agency responses or approvals.*
- *The City will pay permit and public notice fees and costs directly.*
- *The services described herein will be performed to the level of effort identified in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*
- *Many factors outside of RH2's control impact the ability to fast-track the design, procurement, and construction of the TRBPS. RH2 will work expediently towards the goal of commissioning the TRBPS ahead of the 2026 peak demand season.*

Task 1 – Project Management

Objective: Administer, manage, and monitor the RH2 project team, subconsultants, communications, scope of work, and budget.

Approach:

- 1.1 Review and monitor project progress, schedule, scope, and budget.
- 1.2 Manage the RH2 project team and subconsultants.
- 1.3 Prepare monthly invoices with progress reports documenting the percentage of work performed and percentage of budget spent per task.
- 1.4 Communicate with the City regarding the project's progress and schedule.
- 1.5 Prepare for and attend weekly progress meetings with City staff as requested. Prepare meeting agendas and minutes. *A total of twenty-four (24) progress meetings are assumed in the Fee Estimate, in addition to the other milestone and review meetings identified elsewhere in this Scope of Work. It is assumed that the meetings will be virtual through MS Teams or a similar platform.*
- 1.6 Prepare for and attend City Council meetings as requested. *A total of two (2) meetings attended by up to two (2) RH2 staff members is assumed in the Fee Estimate.*

RH2 Deliverables:

- Monthly invoices and budget status summaries.
- Attendance at progress meetings.

- Attendance at City Council meetings.
- Meeting agendas and minutes.

Task 2 – Topographic Survey and Geology Review

Objective: Coordinate with Duane Hartman & Associates, Inc., (DHA) as a subconsultant to RH2 to obtain site surveys for use as project base maps. Review the geologic and hydrologic conditions of the site to identify potential earth, rock, groundwater, and surface water constraints on the design and construction for the TRBPS and check valve vaults.

Approach:

- 2.1 Coordinate with DHA to perform a topographic survey of the chosen sites. Review the survey once complete.
- 2.2 Prepare a base map of the project area and perform one (1) site visit to review the base map and facility locations based on survey information.
- 2.3 Review available geologic, geotechnical, and hydrogeologic reports and maps to evaluate the general geologic materials and conditions and estimate subsurface geotechnical properties. Perform site visit to review two (2) City prepared hydro-excavated holes for groundwater presence.
- 2.4 Prepare a technical memorandum with recommendations for subgrade preparation, seismic parameters, buoyancy considerations, and soil characteristics for the TRBPS and vaults. Submit a preliminary technical memorandum to the City for review. Address and incorporate City comments into the final technical memorandum.

Assumptions:

- *The geotechnical memorandum is intended to inform design and provide baseline data for the Contractor(s) to understand what means and methods may be successful during construction.*

Provided by City:

- Available geologic, geotechnical, and hydrogeologic reports and maps of the project site.
- One hydro-excavated hole at each of the two (2) project sites.

RH2 Deliverables:

- Field survey and base map formatted for design.
- Site visit to review groundwater presence.
- Preliminary and final technical memorandum.

Task 3 – Booster Pump Sizing and Design Criteria

Objective: Develop a design criteria checklist and attend a kick-off meeting with City staff. Estimate the needed flow capacity of the TRBPS pumps and the required piping connections to the existing distribution system.

Approach:

- 3.1 Summarize criteria, standards, guidance, and/or codes governing the design. Develop a checklist for presenting design choices to the City. Maintain the checklist during design and submit to the City when revisions are made. Attend one (1) design kick-off meeting to present the criteria and checklist to the City. Prepare kick-off meeting agenda and minutes.
- 3.2 Add site piping and TRBPS elements to the City's hydraulic model and review model operation. Estimate existing water demands for the Highlands neighborhood.
- 3.3 Run the hydraulic model under existing demand scenarios to determine required hydraulic control valve sizing, pipe sizing, and pump capacity. Recommend locations where service pressure may exceed 80 pounds per square inch and individual pressure reducing valves may need to be installed.
- 3.4 Develop system head curves and perform preliminary pump selection from available manufacturer pump catalog information.
- 3.5 Attend one (1) meeting with the City to review the booster pump sizing and hydraulic analyses.

Assumptions:

- *It is assumed that the hydraulic analyses will utilize the existing calibrated hydraulic model, which meets industry standards for calibration and incorporates the most recent data provided by the City. Hydraulic analyses will include the existing system piping configurations and the improvements necessary for implementing the TRBPS.*
- *The TRBPS will be sized for existing demand conditions only. The TRBPS is intended for short-term operation and will not be sized for future system conditions.*
- *Demand estimates identified in the draft version of the 2026 Water System Plan will be used to size the TRBPS and evaluate the hydraulic model.*

Provided by City:

- Attendance at kick-off meeting.
- Attendance at review meeting.

RH2 Deliverables:

- Attendance at kick-off meeting; meeting agenda and minutes.
- Design criteria checklist.
- Preliminary pump selection.

Task 4 – DOH Coordination and Approval

Objective: Prepare a Project Report meeting Washington State Department of Health (DOH) *Water System Design Manual* requirements. Submit construction documents to DOH for review and approval.

Approach:

- 4.1 Attend one (1) meeting with DOH to determine the requirements for the TRBPS and whether the proposed TRBPS pressure zone configuration is acceptable. Prepare meeting minutes.
- 4.2 Prepare a preliminary Project Report meeting DOH *Water System Design Manual* and Washington Administrative Code (WAC) requirements. Document the project background and objectives, pump and piping sizing, and design criteria. Submit the preliminary Project Report detailing the analysis, results, and recommendations to the City for review. Prepare the DOH Project Approval Form and preliminary Project Report and submit to DOH.
- 4.3 Respond to DOH comments received on the preliminary Project Report submitted under subtask 4.2 and prepare an updated Project Report for submittal.
- 4.4 Prepare construction documents for DOH review based on the 90-percent review plans and technical specifications as required by WAC 246-290-120. Provide one (1) resubmittal of documents to DOH if requested.

Assumptions:

- *This Scope of Work includes responses to one (1) round of comments from DOH on the preliminary Project Report and construction documents.*

Provided by City:

- Attendance at the coordination meeting with DOH.
- Review comments on preliminary Project Report.

RH2 Deliverables:

- Attendance at the coordination meeting with DOH; meeting minutes.
- Preliminary and final Project Report submittal to DOH.
- Response to DOH review comments on preliminary Project Report.
- Construction documents submittal to DOH.

Task 5 – Permitting

Objective: Prepare Plumbing and Electrical Permit applications and submittal forms. Submit permits to MyBuildingPermit.com and respond to requests for additional information.

Approach:

- 5.1 Prepare Plumbing and Electrical Permit applications and supporting documentation. Submit application and supporting plans/documents. Respond to requests for additional information or changes, as requested.

Assumptions:

- *The City has indicated that the TRBPS project and the associated work is exempt from the State Environmental Policy Act (SEPA) because it is not located in a critical area and is classified as a small structure/utility facility. If a SEPA checklist and/or a formal determination is later deemed necessary, additional effort may be needed.*
- *At the time of preparation of this Scope of Work, the City has indicated that only Plumbing and Electrical permits are required as long as the building footprint remains under 120 square feet. The Fee Estimate reflects a minimal, streamlined permitting effort with City support. If these assumptions change, additional effort may be needed.*
- *This Scope of Work assumes that impacts to critical areas will be avoided altogether. As such, this Scope of Work does not include the development of mitigation plans. Should it be necessary, mitigation measures will be included in an additional scope of work.*
- *No federal funds are involved in the project. No federal permitting, federal biological assessments or evaluations, or U.S. Army Corps of Engineers permitting or jurisdiction coordination will be involved. It is also assumed that no Tribal coordination or facilitation will be needed.*

Provided by City:

- Payment of permit fees and costs.

RH2 Deliverables:

- Plumbing and Electrical Permit application.

Task 6 – Preliminary Design

Objective: Prepare preliminary (30-percent) design plans and opinion of probable construction cost (OPCC).

Approach:

- 6.1 Prepare conceptual and preliminary mechanical plans for the TRBPS, including piping layout and minor mechanical equipment sizing, and identify unique construction issues. Attend one (1) Gemba walk with the key stakeholders from the City.

- 6.2 Prepare preliminary site and utility plans for the anticipated space required for the pump station, maintenance access, and construction activities. Compare to City drainage requirements.
- 6.3 Prepare preliminary structural plans for the TRBPS, including exterior elevations, foundation and floor plans, roof plan, and overall building sections. *It is assumed that the building will be above-grade and single-story, and may utilize a concrete foundation and floor, and wood-framed walls and roof.*
- 6.4 Prepare preliminary electrical plans for electrical service size, electrical equipment sizes and space requirements, and emergency backup power options.
- 6.5 Develop a project timeline from concept to construction completion identifying key milestones and critical path elements (such as equipment procurement, contract execution, City Council approvals, construction duration, etc.). *Factors outside of RH2's control will be identified early so that the overall timeline may account for uncertainty.*
- 6.6 Prepare a 30-percent OPCC based on the preliminary design plans.
- 6.7 Submit the 30-percent design plans and OPCC. Attend one (1) meeting with the City to discuss the review comments. Prepare meeting minutes.

Assumptions:

- *The TRBPS will be a pre-packaged pumping system with integrated controls based on discharge pressure settings.*
- *If any individual service pressures are identified under Task 3 as possibly exceeding DOH recommended thresholds, then individual pressure reducing valves may be recommended. If design support is needed for the implementation of individual pressure reducing valves, that can be addressed via a follow up scope of work.*

Provided by City:

- Attendance at the Gemba walk.
- Attendance at 30-percent design review meeting and review comments on 30-percent design plans.

RH2 Deliverables:

- Preliminary timeline, design plans, and OPCC.
- Attendance at the Gemba walk.
- Attendance at 30-percent design review meeting; meeting minutes.

Task 7 – Bid-Ready Design

Objective: Prepare intermediate, 90-percent, and bid-ready plans, specifications, and OPCC. Submit 60- and 90-percent design documents for City review and attend two (2) design review meetings.

Approach:

- 7.1 Prepare structural calculations for the pump station building design. *The building footprint will be less than 120 square feet and will not require a building permit.*
- 7.2 Update floor plans for the building and roof outline. Update mechanical plans and details for site piping requirements and final configurations.
- 7.3 Prepare intermediate site and utility plans for space required for yard piping, maintenance access, landscape areas, impervious surfaces, and construction staging activities.
- 7.4 Develop intermediate mechanical, structural, site, and control details.
- 7.5 Prepare intermediate electrical and control plans. Develop the design of electrical systems for operating appurtenances at the pump station, including designing the power distribution system, motor control, and lighting system, sizing raceways and conductors, and preparing design and electrical equipment details. Incorporate the City's telemetry system requirements.
- 7.6 Submit plans to Puget Sound Energy (PSE) for review of power requirements. Meet with PSE if requested.
- 7.7 Prepare 90-percent design plans for the TRBPS, including general information and details, sitework, structural, mechanical, electrical, emergency power system, controls, and City standard details.
- 7.8 Prepare details of temporary testing configurations and final configurations for connections to the City's system.
- 7.9 Prepare 90-percent technical specifications using RH2's modified Construction Specifications Institute format and incorporate the City's construction contract documents and general conditions.
- 7.10 Prepare 90-percent OPCC.
- 7.11 Perform internal quality assurance and quality control review of the 90-percent design plans and specifications.
- 7.12 Submit the 90-percent design plans, specifications, and OPCC to the City. Attend one (1) meeting with the City to discuss the review comments. Prepare meeting minutes. *It is anticipated that 90-percent review comments will be constrained to details that were developed after the 30-percent review submittal or that were revised or unresolved during the 30-percent review process.*
- 7.13 Prepare bid-ready plans, technical specifications, and construction contract documents per City, agency, and DOH review comments.

7.14 Prepare a final OPCC for bidding.

Assumptions:

- *It is assumed that two (2) separate bid packages will be prepared (one (1) for the check valve vaults and one (1) for the TRBPS only).*
- *OPCC submittals will include backup quantity calculations as needed by the City.*

Provided by City:

- Standard construction contract documents and general conditions in MS Word.
- Attendance at 90-percent design review meeting and review comments on 90-percent design plans and specifications.

RH2 Deliverables:

- 90-percent design plans, technical specifications, construction contract documents, and OPCC.
- Attendance at 90-percent design review meeting; meeting minutes.
- Bid-ready design plans, technical specifications, and OPCC.

Task 8 – Services During Bidding

Objective: Assist the City with the bidding and award process for the construction of the TRBPS and associated improvements. *It is assumed that the City will be the main point of contact for bidders and that two (2) separate projects will be bid.*

Approach:

- 8.1 Prepare bid advertisements and coordinate the timing and placement of the bid advertisements with the City. *The City will submit the advertisements and bid documents to the appropriate publications and an online plan center, respectively.*
- 8.2 Attend one (1) pre-bid walkthrough with prospective bidders for each project advertised.
- 8.3 Respond to contractor or supplier technical questions during bidding.
- 8.4 Prepare up to two (2) addenda for each project advertised when determined necessary to clarify, revise, or change the construction plans, technical specifications, or project conditions during the bidding process.
- 8.5 Attend the bid openings and prepare bid tabulations. Review bidders' qualifications and prepare letters of recommendation of award for each project advertised.
- 8.6 Create electronic conformed for construction documents for contractors, if requested.

Assumptions:

- *The City will coordinate the bid advertisements for the project and pay any applicable fees.*
- *The City is responsible for construction contract execution.*

Provided by City:

- Submission of the advertisements and bid documents to the appropriate publications and payment of fees.
- Attendance at pre-bid walkthroughs.
- Issuance of addenda(s).

RH2 Deliverables:

- Bid advertisements.
- Attendance at pre-bid walkthroughs and bid openings.
- Responses to contractor or supplier questions via telephone or email.
- Up to two (2) addenda for each project.
- Bid tabulations.
- Letters of recommendation of award.
- Conformed for construction contract documents.

Task 9 – Services During Construction

Objective: Provide limited construction observation and contract administration services during project construction. As the Engineer of Record, provide construction observations to review whether elements of construction conform to the project plans and specifications.

Approach:

- 9.1 Prepare for and attend one (1) pre-construction conference with each contractor, City, impacted or adjacent utilities, and other stakeholders. Prepare agendas and record meeting minutes for distribution to the attendees. *The City will extend invitations for the pre-construction conferences to all required parties.*
- 9.2 Review shop drawings and catalog submittals of those items requested in the technical specifications. Provide a written response to the contractor and the City accepting or rejecting each shop drawing and catalog submittal reviewed. Maintain a submittals tracking sheet and provide to the City upon request.
- 9.3 Review written requests for information (RFIs) and change order proposals and provide written responses to the City.
- 9.4 Provide an RH2 representative every two (2) weeks at construction progress meetings. Prepare meeting minutes for distribution to the attendees.
- 9.5 Provide limited construction observation services. The intent of the on-site observation is to observe the quality and compliance of the work with the construction contract plans and specifications. *The Fee Estimate reflects twenty (20) total hours of on-site observations by an RH2 representative over the course of the entire construction period (assumed to be ten (10)*

weeks). Notify the contractor and the City of any work that has been observed to not have been completed in accordance with the plans and specifications and discuss rectification. Retain the services of a certified testing company as a subconsultant for special concrete, asphalt, and soil inspections, field, and/or lab testing.

- 9.6 Attend startup and testing of the TRBPS. During startup, document the pertinent activities and coordinate with the contractor to ensure that systems comply with the plans and specifications.
- 9.7 Perform a final project walkthrough in conjunction with City staff and prepare punchlists, prepare letters of recommendation for project acceptance, and prepare the DOH Construction Completion Report (CCR).
- 9.8 Review field records and revise construction contract drawings to prepare record drawings. Provide construction record drawings to the City at the end of the project.

Assumptions:

- *The total construction duration will be approximately fifty (50) working days.*
- *The contractor will be responsible for providing construction survey and staking for field control and as-built surveying for use in preparing as-constructed drawings.*
- *RH2 is not responsible for site safety or for directing any contractor in their work.*
- *The City will coordinate directly with the contractor for testing, system shutdowns, and connections.*
- *Construction phase services defined in this Task are variable in nature and depend in part on the contractors awarded the projects. RH2's estimate is based upon experienced and reasonable contractors being awarded the construction contracts. RH2 recommends the City budget the amount shown in the Fee Estimate plus a contingency amount. The contingency would cover additional services if a more intensive level of observation and construction support is necessary.*

Provided by City:

- Attendance at pre-construction conferences, construction progress meetings, and final walkthrough.
- Invitations for pre-construction conferences.
- Processing of pay requests.

RH2 Deliverables:

- Pre-construction conferences attendance, including agenda and minutes.
- Submittal and shop drawings review and documentation.
- Clarifications and written responses to RFIs.
- Change orders review and documentation.

- Attendance at and meeting minutes for construction progress meetings.
- Construction observation and correspondence with the City and contractor(s). Construction observation reports and photos from site visits to be provided to the City ahead of construction progress meetings.
- Punchlists following final walkthrough.
- Letters of recommendation for project acceptance.
- DOH CCR.
- Record drawings in AutoCAD DWG format, including all external references.

Project Schedule

RH2 is prepared to commence immediately with the work outlined herein upon written authorization to proceed from the City. It is anticipated that bid-ready design packages will be completed by April 2026. This Scope of Work assumes that project completion is scheduled for June 2026, with project closeout anticipated by July 2026.

EXHIBIT B

Fee Estimate

City of Kirkland

Temporary Regional Booster Pump Station

Dec-25

Description		Total Hours	Total RH2 Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management	130	\$ 35,032	\$ -	\$ 1,268	\$ 36,300
Task 2	Topographic Survey and Geology Investigation	46	\$ 11,914	\$ 19,550	\$ 736	\$ 32,200
Task 3	Booster Pump Sizing and Design Criteria	84	\$ 20,286	\$ -	\$ 2,014	\$ 22,300
Task 4	DOH Coordination and Approval	86	\$ 20,151	\$ -	\$ 1,349	\$ 21,500
Task 5	Permitting	20	\$ 4,372	\$ -	\$ 428	\$ 4,800
Task 6	Preliminary Design	143	\$ 31,975	\$ -	\$ 2,925	\$ 34,900
Task 7	Bid-Ready Design	250	\$ 57,159	\$ -	\$ 4,341	\$ 61,500
Task 8	Services During Bidding	74	\$ 17,460	\$ -	\$ 1,340	\$ 18,800
Task 9	Services During Construction	188	\$ 43,354	\$ 5,750	\$ 3,996	\$ 53,100
PROJECT TOTAL		1021	\$ 241,703	\$ 25,300	\$ 18,397	\$ 285,400

EXHIBIT C
RH2 ENGINEERING, INC.
2026 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$181	\$/hr
Professional II	\$200	\$/hr
Professional III	\$223	\$/hr
Professional IV	\$244	\$/hr
Professional V	\$262	\$/hr
Professional VI	\$281	\$/hr
Professional VII	\$307	\$/hr
Professional VIII	\$334	\$/hr
Professional IX	\$338	\$/hr
Technician I	\$141	\$/hr
Technician II	\$154	\$/hr
Technician III	\$174	\$/hr
Technician IV	\$189	\$/hr
Technician V	\$207	\$/hr
Technician VI	\$228	\$/hr
Technician VII	\$248	\$/hr
Technician VIII	\$260	\$/hr
Administrative I	\$95	\$/hr
Administrative II	\$110	\$/hr
Administrative III	\$132	\$/hr
Administrative IV	\$154	\$/hr
Administrative V	\$178	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.7000	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.