



PROFESSIONAL SERVICES AGREEMENT
124th Ave NE Pedestrian Improvements (NMC3000040)

City Attorney
Stephanie Croll
Rev: 08/16/24

The City of Kirkland, Washington, a municipal corporation ("City") and DOWL LLC, whose address is 15325 SE 30th Pl, # 300, Bellevue, WA 98007 ("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.
- B. All services and duties shall be conducted and performed diligently, completely, and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$108,060, as detailed in Attachment B.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 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 Public Works Project Manager for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

IV. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is September 30, 2025. For purposes of paying final invoices and finalizing services, this contract expires on December 31, 2025.

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

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 and scoped as deliverables, 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 RCW Chapter 40.14 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, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

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

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Consultant shall defend, indemnify, and hold the City and its officers, officials, and employees (together "Indemnified Parties") harmless from any and all claims, injuries, damages, losses or suits (including reasonable attorney fees and costs), to the extent arising out of or in connection with performance of this Agreement, except this obligation of indemnity does not extend to the portion of injuries and damages attributable to the negligence of the Indemnified Parties. The Consultant's defense obligations under this indemnification paragraph mean only the reimbursement of reasonable defense costs to the proportionate extent of the Consultant's actual liability obligation hereunder.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Indemnified Parties, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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. 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 of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII, except for professional liability insurance may be placed with an insurer with a current A.M. Best rating of not less than A:V upon a demonstration by the Consultant in writing, to the City's satisfaction, that the insurer's financial size does not present an unreasonable risk.

E. Verification of Coverage

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

F. Failure to Maintain Insurance

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

G. City Full Availability of Consultant Limits

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

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with 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 he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance 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.

XV. ADDITIONAL WORK

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

XVI. NON-ENDORSEMENT

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

XVII. NON-COLLUSION

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

XVIII. WAIVER

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

XIX. ASSIGNMENT AND SUBCONTRACT

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

XXI. 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

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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: Darren Murata
Darren Murata (Aug 16, 2024 13:33 PDT)

Printed Name: Project Manager

Title: Project Manager

Date: Aug 16, 2024

CITY OF KIRKLAND:

Signature: Julie Underwood
Julie Underwood (Aug 16, 2024 16:09 PDT)

Printed Name: Julie Underwood
(Type City Staff Name)

Title: De

Date: Aug 16, 2024

City of Kirkland
124th Avenue NE Pedestrian Improvements Project
EXHIBIT A: SCOPE OF WORK

This project will be completed under the Professional Services Agreement between the City of Kirkland (CITY) and DOWL, LLC. (CONSULTANT), for the 124th Ave NE Pedestrian Improvements Project.

Project Description

This project includes the design of new sidewalk and a new Rectangular Rapid-Flashing Beacon (RRFB) on 124th Avenue NE. The improvements will be located on the west side of 124th Avenue NE between NE 144th Street and NE 146th Place. Project elements will include the following:

- a) Construction of concrete curb, gutter, and sidewalk on the west side of 124th Ave NE.
- b) Construction of a new storm drainage infrastructure, as needed to support the proposed sidewalk improvements.
- c) Construction of a Rectangular Rapid-Flashing Beacon (RRFB) and associated pedestrian crossing improvements.
- d) Project elements may also include:
 - 1. Vegetation removal
 - 2. Grading and fill
 - 3. Driveway transitions
 - 4. Identification of potential utility conflicts. Coordination for utility relocations will be completed after the preliminary design stage.

Assumptions

- a) A fill slope is assumed to be required to construct the sidewalk at the south end of the site. The fill slope may extend onto the adjacent CITY property.
- b) Community outreach will be led by the CITY
- c) The project excludes the following:
 - i. Environmental Review, including preparation of a SEPA Checklist.
 - ii. Major roadway rechannelization.
 - iii. Street overlay/reconstruction (except as needed to install new curb and gutter)
 - iv. Intersection modifications.
 - v. Right-of-Way acquisitions.
 - vi. Undergrounding of power.

Project Fee Estimate

The CONSULTANT fee estimate is included as Exhibit B.

Exhibit A: Scope of Work
City of Kirkland
124th Avenue NE Pedestrian Improvements Project

Standards / Design References

Work described in this Scope of Work will be performed by the CONSULTANT in accordance with the standards listed below; no order of precedence shall be established by listing.

City of Kirkland Publications

- City of Kirkland 2023 Pre-Approved Plans
- City of Kirkland Addendum to the 2021 King County Surface Water Design Manual

King County Publications

- 2021 King County Surface Water Design Manual (KCSWDM)

Washington State Department of Transportation (WSDOT) Publications

- Standard Specifications for Road, Bridge, and Municipal Construction (M41-10), current edition
- Standard Plans for Road, Bridge, and Municipal Construction, (M21-01), current edition
- Design Manual (M22-01.14), current edition
- Roadside Manual (2017, M25-30.04), current edition
- Utilities Manual (2018, M 22-87.09), current edition
- Geotechnical Design Manual, current edition
- Amendments and General Special Provisions, current edition
- Standard Item Table, current edition
- Traffic Manual (M51-02), current edition
- Local Agency Guidelines (M36-63.34)
- Environmental Procedures Manual (M31-11), current edition

American Association of State Highway and Transportation Officials (AASHTO) Publications

- A Policy on Geometric Design of Highways and Street, current edition
- AASHTO Guide for Design of Pavement Structures, current edition
- AASHTO Guide for the Development of Bicycle Facilities, 4th Edition

U.S. Department of Transportation Publications

- Manual of Uniform Traffic Control Devices (MUTCD) for Streets and Highways, current edition

Other Publications / Design Guides

- Americans With Disabilities Act (ADA), Title III regulations (28 CFR Part 36)
- NACTO Urban Bikeway Design Guide
- 2011 Public Right-of-Way Accessibility Guidelines (PROWAG)

Drawing Standards

- All drawings will be produced and submitted in AutoCAD and PDF format with design files prepared using Civil 3D 2020.
- Drawings will be developed using City of Kirkland drafting standards

1. PROJECT MANAGEMENT

1.1. General Project Management

The CONSULTANT will provide project management and administration, management of subconsultants, liaison with the CITY, scheduling, coordination, quality assurance and quality control, contract administration, filing and recordkeeping, and preparation of monthly invoices with progress reports.

1.2. Project Schedule and Updates.

The CONSULTANT will develop a project schedule in Microsoft Project format, and provide updates as needed during the design phase.

Assumptions/Exclusions:

- a) Schedules will document progress, milestones, and timelines as they occur.
- b) Updates to schedules will reflect changes to schedule baseline as approved by contract supplement.

City Responsibilities:

- a) City will assist with schedule development and revision related to City internal review and Council Approval processes as needed.
- b) The City will review schedules and provide comments as needed.

Deliverables:

Schedule updates as needed

Microsoft Project and PDF via email

1.3. Monthly Progress Reports and Invoices.

The CONSULTANT will prepare a monthly progress report and invoice for the duration of the contract, including the following:

1.3.1. Invoice

- a) Invoice will include prime and subconsultant backup.
- b) Invoice will be broken out to major task level (i.e. Task 1.0, 2.0, etc).
- c) Invoices will be emailed to the City's project manager.

1.3.2. Progress Report

- a) Billing Period, Invoice Number, Kirkland Contract #, DOWL Contract #, Project Name
- b) Summary of activities performed during billing period.
- c) Potential/anticipated out-of-scope work.
- d) Potential/anticipated schedule changes or impacts.
- e) Issues to be resolved.
- f) Cost Information Report
 - Budget per task.
 - Budget expended per task.
 - Amount remaining per task.

**Exhibit A: Scope of Work
City of Kirkland
124th Avenue NE Pedestrian Improvements Project**

Assumptions/Exclusions:

- a) One (1) invoice and one (1) progress report will be prepared per month.

City Responsibilities:

- a) Review monthly invoice and progress report and notify Consultant of any issues.

Deliverables:

Monthly Invoice	PDF via email
Monthly Progress Report	PDF via email

1.4. Meetings.

The CONSULTANT will call the CITY to discuss progress on a bi-weekly basis.

Assumptions/Exclusions:

- a) Additional meetings are included in the Tasks listed below.

City Responsibilities:

- a) Attend bi-weekly check-in call.

Deliverables:

Meeting Minutes	Via email
-----------------	-----------

2. TOPOGRAPHIC SURVEY

The CONSULTANT will perform a boundary and topographic survey of the project areas which will be signed and stamped by a Professional Land Surveyor registered in the State of Washington. The survey will include:

- a) Location of all right-of-way and street centerlines, showing all alignment information with lengths, bearing, interior angles, and point of tangency and length of curves, etc.
- b) Full right-of-way topography and channelization for all right of ways within the project site. We will indicate pavement type, extent of pavement, curb (indicate type of curb, top of curb and flow line elevations at 25-foot intervals), landscape, sidewalk etc.
- c) Survey Control: The horizontal control used for the survey shall be based on the Washington State Plane Coordinate System – North Zone. The vertical control used for the survey shall be based on the North American Vertical Datum of 1988 (NAVD-88) The location and elevation of the monuments and benchmarks used shall be referenced on the survey.
- d) Basis of Survey – Benchmarks/control points used, benchmark list, source of benchmark.
- e) Indication of all surface features including but not limited to: fences, signs, parking meters, light poles, power poles, structures, drainage features, utility features, manholes, catch basins, curbs, and other site features.
- f) Contours will be shown at 1-foot intervals.

**Exhibit A: Scope of Work
City of Kirkland
124th Avenue NE Pedestrian Improvements Project**

- g) Location of underground utilities such as sanitary, storm, water, electrical, gas, steam, telephone, etc. We will use a private locating service to field locate utilities prior to surveying, the fees of which will be billed as a reimbursable expense to the project. We will also research City and utility purveyor as-builts to provide a complete depiction of the utilities. The length, size, material and direction of flow (where applicable) of the utility should be included. All lines between structures shall be drawn and labeled.
- h) For the sanitary, storm, and combined utilities, include rim elevations, invert elevations, pipe size and material, direction of flow and type of structure for all structures. At a minimum, include one upstream and one downstream structure so that pipe slopes adjacent to the project can be determined.
- i) At all intersections, the location of all access ramps, signalization and lighting.
- j) Location of trees and size of trunk, species, and drip line of all trees (6)-inches or greater in diameter at breast height (4 ½ feet above grade) within the Project Area. Individual trees shall be identified by size and species.
- k) Structures, property lines, fences, appurtenances (existing encroachments, non-conformances).

Assumptions/Exclusions:

- a) The survey shall be in accordance with City of Kirkland Development Standards.
- b) The surveyor shall also obtain additional records from utility providers and indicate the appropriate information on the drawings. If items cannot be field verified, then they should be shown on the drawings as record information and indicated as not field verified.

City Responsibilities:

- a) The CITY will provide as-built record information, if available, for inclusion in the final survey.

Deliverables:

Basemap AutoCAD and PDF

3. PRELIMINARY DESIGN (10%) SUBMITTAL

The CONSULTANT will prepare preliminary construction plans to approximately the 10% level. The CONSULTANT will complete the following tasks:

3.1. Field Review

The CONSULTANT will conduct a site visit to review existing site conditions for the preparation of plans.

3.2. Preliminary Construction Plans.

The CONSULTANT will develop Preliminary Construction Plans in accordance with CITY standards. Table A contains an estimated sheet count.

Table A: Estimated Sheet Count (Preliminary Construction Plans)

**Exhibit A: Scope of Work
City of Kirkland
124th Avenue NE Pedestrian Improvements Project**

Sheets	Description
2	Sidewalk layout plan
2	TOTAL

3.3. Preliminary Design Review Meeting

The CONSULTANT will attend one meeting to review CITY comments on the Preliminary Construction Plans.

Assumptions/Exclusions:

- a) Special Provisions will not be provided for this submittal.

City Responsibilities:

- a) The CITY will provide the CONSULTANT with a set of consolidated review comments and “redline” review comments on the Preliminary Construction Plans. The CITY will provide the review comments within 3 weeks of submittal.

Deliverables:

Preliminary Construction Plans (11” X 17”) PDF via email

4. 60% DESIGN SUBMITTAL

The CONSULTANT will prepare construction plans to approximately the 60% level. The CONSULTANT will complete the following tasks:

4.1. Preliminary Design Comments Response.

The CONSULTANT will prepare responses to all comments received from the CITY on the preliminary design.

4.2. 60% Construction Plans.

The CONSULTANT will develop detailed 60% Construction Plans in accordance with CITY standards. Table B contains an estimated sheet count.

Table B: Estimated Sheet Count (60% Construction Plans)

Sheets	Description
1	Cover Sheet
1	Notes, Legend, and Abbreviations
1	Survey Control Plans

**Exhibit A: Scope of Work
City of Kirkland
124th Avenue NE Pedestrian Improvements Project**

2	Site Preparation / Temporary Erosion Sediment Control Plan
2	Typical Sections and Details
4	Sidewalk and Drainage Plans
2	RRFB Plan and Details
13	TOTAL

4.3. 60% Special Provisions.

The CONSULTANT will prepare project Special Provisions. Special Provisions will be developed in accordance with WSDOT standards.

4.4. 60% Engineer’s Estimate.

The CONSULTANT will prepare itemized quantity calculations for all contract bid items. An Engineer’s Estimate of construction costs will be prepared.

4.5. 60% Review Meeting

The CONSULTANT will attend one meeting to review CITY comments on the 60% Plans, Special Provisions, and Estimate.

Assumptions/Exclusions:

b) N/A

City Responsibilities:

b) The CITY will provide the CONSULTANT with a set of consolidated review comments and “redline” review comments on the 60% Construction Plans, Contract Documents, and Engineer’s Estimate. The CITY will provide the review comments within 3 weeks of submittal.

Deliverables:

60% Construction Plans (11” X 17”)	PDF via email
60% Contract Documents	PDF via email
60% Engineer’s Estimate	PDF via email

5. UTILITY COORDINATION

5.1. Initial Utility Coordination:

The CONSULTANT will identify potential utility conflicts and assist the CITY in coordinating the proposed design with the utility providers.

5.2. 60% Utility Coordination

The CONSULTANT will assist the CITY in contacting utilities to discuss impacts, review possible design adjustments, and identify potential utility relocations.

5.3. 90% Utility Coordination

The CONSULTANT will contact utilities to finalize the list of required utility relocations and develop a schedule for completion.

5.4. 100% Utility Coordination

The CONSULTANT will provide final plans and specifications to utilities and confirm relocation schedule.

Assumptions/Exclusions:

- a) Utility relocations may include relocation of utility vaults and/or service lines.
- b) Potholing of existing utilities is not included.

City Responsibilities:

- a) The CITY will provide contact information for all franchise utility companies located within the project limits.

Deliverables:

Utility Coordination documentation Email

6. 90% DESIGN SUBMITTAL

The CONSULTANT will advance construction documents to approximately the 90% level. The CONSULTANT will complete the following tasks:

6.1. 60% Comments Response.

The CONSULTANT will prepare responses to all comments received from the CITY at the 60% review.

6.2. 90% Construction Plans.

The CONSULTANT will address CITY comments from the 60% review, and advance plans to the 90% complete stage.

**Exhibit A: Scope of Work
City of Kirkland
124th Avenue NE Pedestrian Improvements Project**

6.3. 90% Special Provisions.

The CONSULTANT will address CITY comments from the 60% review, and advance special provisions to the 90% complete stage.

6.4. 90% Engineer's Estimate.

The CONSULTANT will address CITY comments from the 60% review, and advance engineer's estimate to the 90% complete stage.

6.5. 90% Review Meeting

The CONSULTANT will attend one meeting to review CITY comments on the 90% Plans, Special Provisions, and Estimate.

Assumptions/Exclusions:

a) N/A

City Responsibilities

a) The CITY will provide the CONSULTANT with a set of consolidated review comments and "redline" review comments on the 90% Construction Plans, Special Provisions, and Cost Estimate. The CITY will provide the review comments within 3 weeks of submittal.

Deliverables:

60% Comments Response	PDF via email
90% Construction Plans (11" X 17")	PDF via email
90% Contract Documents	PDF via email
90% Engineer's Estimate	PDF via email

7. FINAL DESIGN SUBMITTAL

The CONSULTANT will develop the project design to the final stage, and complete the following:

7.1. 90% Comments Response.

The CONSULTANT will prepare responses to all comments received from the CITY at the 90% review.

7.2. 100% Construction Plans.

The CONSULTANT will address CITY comments from the 90% review, and provide a complete, bid-ready set of Construction Plans.

7.3. 100% Special Provisions.

The CONSULTANT will address CITY comments from the 90% review, and provide a complete, bid-ready set of Special Provisions.

7.4. 100% Engineer's Estimate.

The CONSULTANT will address CITY comments from the 90% review and advance the Engineer's Estimate to the 100% complete stage.

**Exhibit A: Scope of Work
City of Kirkland
124th Avenue NE Pedestrian Improvements Project**

7.5. Final PS&E.

The CONSULTANT will provide the final Plans, Specifications, and Cost Estimate to the CITY.

Assumptions/Exclusions:

- a) N/A

City Responsibilities

- a) The CITY will prepare the front-end contract documents and add the Special Provisions provided by the CONSULTANT.
- b) The CITY will upload the plans and specifications to Builder's Exchange of Washington, for distribution to Contractors.

Deliverables:

90% Comments Response	PDF via email
100% Construction Plans (11" X 17")	PDF via email and AutoCAD
100% Contract Documents	PDF via email
100% Engineer's Estimate	PDF via email

8. BIDDING SUPPORT

The CONSULTANT will provide the CITY with bidding support, as follows:

8.1. Response to Contractor Questions

The CONSULTANT will prepare written responses to Contractor questions.

Assumptions/Exclusions:

- a) N/A

City Responsibilities

- a) The CITY will forward questions to the CONSULTANT for review and response.
- b) The CITY will compile responses and issue a formal response to contractors.

Deliverables:

Response to Contractor questions	Email
----------------------------------	-------

ATTACHMENT B: PRIME CONSULTANT COST COMPUTATIONS

Client: City of Kirkland
Project: 124th Ave NE Pedestrian Improvements Project
Phase:



Labor

TASK NO.	TASK (Scope of Services)	DOWL PROJECT TEAM											TOTAL HOURS	LABOR COST	
		Senior Manager III 270.00	Engineer VII 225.00	Engineer III 170.00	Engineer II 145.00	Sr. CAD 170.00	Graphic Designer 110.00	Landscape Arch 130.00	Survey Manager 220.00	Survey Crew 250.00	Survey Tech 120.00	Survey Tech 130.00			Accounting 120.00
1	Project Management	30	0	14	0	0	0	0	0	0	0	0	4	48	\$ 10,980
1.1	General Project Management	8		2										10	\$ 2,500
1.2	Project Schedule and Updates	4												4	\$ 1,080
1.3	Monthly Progress Reports and Invoices	6											4	10	\$ 2,100
1.4	Meetings	12		12										24	\$ 5,280
2	Topographic Survey	0	0	0	0	0	0	0	44	42	0	0	0	86	\$ 20,180
2.1	Boundary and Control								14	14				28	\$ 6,580
2.2	Field Survey								20	28				48	\$ 11,400
2.3	Basemapping								10					10	\$ 2,200
3	Preliminary Design (10%)	10	0	18	0	4	0	0	0	0	0	0	0	32	\$ 6,440
3.1	Field Review	4		4										8	\$ 1,760
3.2	Preliminary Construction Plans	4		12		4								20	\$ 3,800
3.3	Preliminary Design Review Meeting	2		2										4	\$ 880
4	60% Design Submittal	28	0	62	0	51	0	0	0	0	0	0	0	141	\$ 26,770
4.1	Preliminary Design Comments Response	2		4										6	\$ 1,220
4.2	60% Construction Plans													0	\$ -
	Cover Sheet					1								1	\$ 170
	Notes, Legend, and Abbreviations					1								1	\$ 170
	Survey Control Plans					1								1	\$ 170
	Site Prep / TESC Plan	2		6		4								12	\$ 2,240
	Typical Sections and Details	2		4		4								10	\$ 1,900
	Sidewalk and Drainage Plans	6		16		24								46	\$ 8,420
	RFB Plans and Details	8		12		12								32	\$ 6,240
	ADA Ramp Plan			4		4								8	\$ 1,360
4.3	60% Special Provisions	4		8										12	\$ 2,440
4.4	60% Engineer's Estimate	2		6										8	\$ 1,560
4.5	60% Review Meeting	2		2										4	\$ 880
5	Utility Coordination	24	0	24	0	0	0	0	0	0	0	0	0	48	\$ 10,560
5.1	Preliminary Utility Coordination	4		4										8	\$ 1,760
5.2	60% Utility Coordination	8		8										16	\$ 3,520
5.3	90% Utility Coordination	8		8										16	\$ 3,520
5.4	100% Utility Coordination	4		4										8	\$ 1,760
6	90% Design Submittal	20	0	40	0	24	0	0	0	0	0	0	0	84	\$ 16,280
6.1	90% Comments Response	2		4										6	\$ 1,220
6.2	90% Construction Plans	12		24		24								60	\$ 11,400
6.3	90% Special Provisions	2		6										8	\$ 1,560
6.4	90% Engineer's Estimate	2		4										6	\$ 1,220
6.5	90% Review Meeting	2		2										4	\$ 880
7	Final Design Submittal	10	0	34	0	24	0	0	0	0	0	0	0	68	\$ 12,560
7.1	90% Comments Response	1		2										3	\$ 610
7.2	100% Construction Plans	4		16		16								36	\$ 6,520
7.3	100% Special Provisions	2		4										6	\$ 1,220
7.4	100% Engineer's Estimate	1		4										5	\$ 950
7.5	Final PS&E	2		8		8								18	\$ 3,260
8	Bidding Support	2	0	6	0	0	0	0	0	0	0	0	0	8	\$ 1,560
8.1	Respond to Contractor Questions	2		6										8	\$ 1,560
	Direct Labor Subtotal	124	0	198	0	103	0	0	44	42	0	0	4	515	\$ 105,310

ATTACHMENT B: PRIME CONSULTANT COST COMPUTATIONS



Client: City of Kirkland
 Project: 124th Ave NE Pedestrian Improvements Project
 Phase:

Labor

TASK NO.	TASK (Scope of Services)	DOWL PROJECT TEAM											TOTAL HOURS	LABOR COST
		Senior Manager III 270.00	Engineer VII 225.00	Engineer III 170.00	Engineer II 145.00	Sr. CAD 170.00	Graphic Designer 110.00	Landscape Arch 130.00	Survey Manager 220.00	Survey Crew 250.00	Survey Tech 120.00	Survey Tech 130.00		

Expenses

Mileage (Meetings, Site Visits)	0	Trips @	20	Miles	Miles / Roundtrip (\$0.58 / mile)	\$	-
Mail / Postage						\$	-
Total Expenses						\$	-

Subconsultants

	Subconsultant	Markup	Total
Tree Solutions - Arborist	\$ -	10%	\$ -
HWA GeoSciences	\$ -	10%	\$ -
Utility Locates - APS	\$ 2,500	10%	\$ 2,750
Potholing - APS	\$ -	10%	\$ -
Total Subconsultants			\$ 2,750

TOTAL FEE	\$ 108,060
------------------	-------------------