



PROFESSIONAL SERVICES AGREEMENT- PW/CIP WAC057 Highlands Water Pressure Permanent Improvement: Phase 1

The City of Kirkland, Washington, a municipal corporation ("City") and Consor North America, Inc., whose address is 6505 Waterford District Drive, Suite 470, Miami, FL 33216 ("Consultant"), in consideration of the mutual benefits and conditions set forth below, the parties 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.

Unless specifically noted in this Agreement, the terms of this Professional Services Agreement supersede any conflicting provisions contained within any attachments.

- 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. If the Consultant's Statement of Work includes providing bid documents for a public works project, the Consultant shall provide its methodology and calculations for all estimated quantities of bid items per plan sheet, or as otherwise directed by the City.

II. COMPENSATION

- A. The total compensation to be paid to the Consultant for these services shall not exceed \$123,827, including all applicable taxes, as detailed in Attachment Exhibit B.
- B. Payment to the Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subconsultants' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid based on invoices submitted. Invoicing will be on the basis of percentage completed or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. If the City objects to any portion of an invoice, it will notify the Consultant. In the event of an invoice dispute, the City will timely pay any undisputed portion of the invoice, and the parties will promptly make reasonable efforts to resolve the disputed portion. The City shall have the right to withhold payment to the Consultant for any services not completed in a satisfactory manner until such time as the Consultant modifies such services to the satisfaction of the City and in accordance with the standard of care.
- 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 services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

IV. COMPLETION DATE AND/OR DURATION OF AGREEMENT

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

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

V. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, the Consultant may complete such analyses and records as may be necessary to place its files in order. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

VI. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify the Consultant against all claims made against the Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the Consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by

the Consultant under this Agreement and any information relating to personal, medical, and/or financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, including Chapter 42.56 RCW.

- E. The Consultant will at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.
- F. The Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.
- G. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- H. The foregoing records shall be maintained for a period of six (6) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

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

IX. HOLD HARMLESS/INDEMNIFICATION

- A. To the greatest extent allowed by law, the Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, and volunteers ("Indemnified Parties") from any and all third-party claims, injuries, damages, losses or suits (including reasonable attorney fees and costs) arising out of or in connection with negligent performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnified Parties.

- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of the Services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Indemnified Parties, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, Washington's industrial insurance law, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services by the Consultant and/or its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or to otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope and Amounts of Insurance. The Consultant shall obtain and maintain insurance of the types and limits described below:

1. Commercial General Liability insurance shall be as least as broad as Insurance Services Office (ISO) form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - a. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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

B. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. 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.

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

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of the Consultant's activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

The Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. The Consultant agrees that they are solely responsible for the payment of taxes applicable to the Services and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on them as a result of their status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for performing the Services. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties. The terms of this Agreement supersede any conflicting provisions contained in any attachments and/or addenda.

XV. ADDITIONAL WORK

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

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City. However, notwithstanding the foregoing, the City consents to the Consultant including information describing the Consultant's participation in this project in bids, statements of qualifications, or other similar proposals submitted to other municipal, governmental, or similar project sponsor, so long as the information included is factually accurate.

XVII. NON-COLLUSION

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

XVIII. WAIVER

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

XIX. DEBARMENT

The Consultant certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

XX. GOVERNING LAW AND VENUE

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

XXI. DISPUTE RESOLUTION

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

XXII. SEVERABILITY

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

XXIII. EFFECTIVE DATE

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

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

CONSULTANT:

CITY OF KIRKLAND:

Signature: *Lael L Alderman*
Lael L Alderman (Sep 17, 2026 08:27:15 PDT)
Printed Name: Lael L Alderman
Title: Vice President, Water
Date: 09/17/2026

Signature: *Tracey P. Dunlap*
Printed Name: Tracey Dunlap
Title: Deputy City Manager
Date: 09/18/2026

EXHIBIT A

SCOPE OF SERVICES

HIGHLANDS WATER PRESSURE IMPROVEMENT

PHASE 1

CITY OF KIRKLAND

WAC0570000

Project Understanding and Assumptions

Background

Conсор North America, Inc. (Consultant) has developed this Scope of Services (Scope) and accompanying fee estimate to provide engineering design for the City of Kirkland’s WAC0570000 – Highlands Water Pressure Improvement Project (Project).

The Project will restore and improve service pressures in the Highlands Neighborhood while preserving the fire flow, redundancy, resiliency, and water quality benefits achieved when the neighborhood was converted from the 510 Pressure Zone to the 450 Pressure Zone. The City is evaluating two long-term alternatives: Alternative 1, which reinstates a smaller 510 Pressure Zone for higher-elevation services while maintaining surrounding 450-zone looping, and Alternative 2, which reinstates the former 510 Pressure Zone boundary over a broader area. Both alternatives include water main improvements along and near 116th Avenue NE, pressure reducing valve (PRV) and check valve improvements, isolation valve modifications, potential temporary construction easements, utility relocation coordination, permitting, traffic control, and coordination with the WSDOT I-405/NE 85th interchange project and the City’s NE 87th Street/116th Avenue NE mini-roundabout project.

The design phase of the Project includes preparation of phased PS&E submittals, opinion of probable construction cost, permit support, constructability review, hydraulic modeling verification, traffic control, and support for bidding and construction. The Project is organized to protect two critical milestones identified by the City: Phase 1: final water main design within the mini-roundabout footprint by February 2027 and Phase 2: complete design package delivery in Fall 2027. The following Scope and Fee represents Phase 1.

The main goals of the City for this project are:

- Restoration of service pressures for affected Highlands Neighborhood customers.
- Preservation of fire flow, redundancy, resiliency, and operational flexibility.
- Design of water main improvements on 116th Avenue NE and connecting streets.
- PRV, check valve, isolation valve, hydrant, service, and appurtenance improvements.
- Coordination with the NE 87th Street/116th Avenue NE mini-roundabout footprint.
- Permitting, geotechnical, survey, utility, easement, traffic, and constructability support.

Scope of Services

The Scope of Services details a work program for final design services for the Port Angeles Transmission Intertie Project. This Scope of Services has been developed based on an understanding of the work to be performed from meetings with the City and is organized by the following tasks:

- Task 1 – Project Management
- Task 2 – Subconsultant Services
- Task 3 – Phase 1: Mini Roundabout PS&E
- Task 4 – Bid Support
- Task 5 – Engineering Services During Construction
- Task 6 – Management Reserve

Each task includes the following structure:

- Objective: Summary of the goals that will be achieved by the task
- Activities: Project elements and efforts that will be completed by the Consultant project team
- Deliverables: The finished product that will be delivered to the City
- City Responsibilities: Items the City is responsible for
- Assumptions: Assumptions used to develop each task

Task 1 - Project Management

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Invoices/Status Reports

Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation.

1.2 Coordination with the Owner

Coordinate with City staff through regular progress meetings, monthly status reports, email coordination, and focused workshops at key design milestones. Bi-weekly project manager meetings are assumed to be virtual and will be used to confirm decisions, action items, risks, schedule status, and upcoming review needs.

Task 1 Deliverables

- Consultant shall deliver to the City a monthly invoice and Project status report.
- Schedule updates at each deliverable.

City Responsibilities

- Timely review and processing of Consultant invoices.

Assumptions

- The project duration is anticipated to be 8 months; therefore, it is assumed that there will be up to 8 progress payments/status reports.
- Consultant assumes up to (16) 60-minute virtual meetings with the Consultant's Project Manager and the City Project Manager.

Task 2 – Subconsultant Services

Objective

Subconsultant services include surveying, geotechnical, potholing, permitting (Permit Matrix, SEPA checklist, Joint Aquatic Resources Permit Application, Land Use Permit Application, Land Surface Modification Permit Application, Right-of-Way Permit Application, Utilities Permit Application, Hydraulic Project Approval Permit Application), site investigation and critical areas report, easement support and electrical as identified in the activities below:

Activities

2.1 Surveying

Perform a pothole survey for approximately five (5) potholes.

2.2 Potholing

Perform air vacuum excavation to verify existing underground utilities. Where test-holes fall in the hard surface, jackhammer existing asphalt or concrete surfaces as necessary to complete the excavation. Backfill test-holes with a material approved by the local jurisdiction and restore the existing roadway. Collect utility and test-hole data, and photograph found utilities.

2.3 Electrical

Provide electrical to move electrical service to a new pole closer to the PRV location in the round about.

Task 2 Deliverables

- Survey Files to be included in design drawings
- Potholing Plan
- Test-hole data sheets, which include Top, Bottom, Width, Diameter and Direction of the utility, and photo.
- Electrical Drawings and Specifications at 60%, 90%, and 100% in PDF format (included in Task 4 – PS&E).

City Responsibilities

- Review and approve potholing plan.
- City review comments will be compiled as a part of the 60%, 90%, and 100% deliverables.

Assumptions

- Approximately five (5) test-hole locations.
- Utilities will be between 0' and 10' in depth.
- Restoration will include 5/8" crushed rock back fill with a concrete patch.
- Controlled Density Fill (CDF) backfill and permanent asphalt restoration are not anticipated.

- Grind and overlay of the existing roadway is not anticipated.
- No permitting is included. Assumed that Otak will assume permitting responsibilities.
- No Geotech is included. Project will utilize Otak Geotech information.
- No property acquisition is anticipated under this scope.
- Electrical specifications will be provided in 50 division CSI format and included as an appendix to the Special Provisions
- Photometric calculations and plan drawings are not anticipated.
- Electrical related permitting assistance is not anticipated.
- There will be no significant changes that impact the Electrical, Instrumentation & Control system design post 90%.

Task 3 – Phase 1: Mini Roundabout PS&E

Objective

Collaboratively work to provide watermain design within the footprint City's NE 87th Street/116th Avenue NE mini-roundabout project (Mini Roundabout Project). The Mini Roundabout Project is being designed by Otak.

3.1 Data Collection and Review

Request and review relevant data from the City. City to coordinate with Otak and private utilities to complete the preliminary engineering task. Develop a formal "Request for Information" and coordinate with the City during data collection. Incorporate private utility information into the project design.

3.2 60% Design

Develop 60% level design drawings, special provisions, and OPCC.

Develop 60% design level drawings. Drawings will be consistent with the drawing list provided as **Exhibit E**.

Develop 60% OPCC including a 20% contingency to account for unknowns and an anticipated accuracy range of -15% to +20%.

Develop 60% design level Special Provisions to be based on City Standard Specifications and modified to meet specifics of the project.

Prepare for and conduct a 60% design workshop with City staff. Prepare meeting agenda and meeting notes to document discussion items, action items, and decisions and transmit materials to the City.

Include recommendations on 60% plans as Bluebeam comments.

3.4 90% Design

Develop 90% level design drawings, Special Provisions, and OPCC. 90% design level deliverables will incorporate City review comments received on the 60% design documents.

Develop 90% design level drawings. Drawings will be consistent with the drawing list provided as **Exhibit E**.

Develop 90% OPCC including a 10% contingency to account for unknowns and an anticipated accuracy range of -10% to +15%.

Develop 90% design level Special Provisions to be based on City Standard Specifications and modified to meet specifics of the project.

Prepare for and conduct a 90% design workshop with City staff. Prepare meeting agenda and meeting notes to document discussion items, action items, and decisions and transmit materials to the City.

3.5 Final Design

Develop 100% level design drawings, Special Provisions, and OPCC. 100% design level deliverables will incorporate City review comments received on the 90% design documents.

Develop 100% design level design drawings. Drawings will be consistent with the drawing list provided as **Exhibit E**.

Develop 100% OPCC including a 5% contingency and an anticipated accuracy range of -5% to +10%.

Develop 100% design level special provisions and bid proposal package to address anticipated project work.

It is anticipated that the City will have the opportunity to confirm the 90% comments were included prior to delivery of the Bid Ready Documents.

Task 3 Deliverables

- Design packages for 60%, 90%, and 100% including electronic copies of the drawings, special provisions, and OPCC will be provided to City for inclusion in Otak submittal.

City Responsibilities

- Provide City owned as-built information and other information noted in RFI.
- Provide one set of comments for each deliverable in electronic format to City. Review comments will be provided in PDF format and will be a consolidated PDF plan set prior to being delivered to the Consultant to eliminate redundant or conflicting comments.
- Attend and participate in Design Workshops

Assumptions

- Deliverables will be timed in accordance with Schedule E.
- Consor will communicate directly with City to obtain items needed for design such as Mini Roundabout Otak CAD files
- Otak will be providing main specifications. Only technical water and electrical specifications will be provided to City for inclusion with Otak submittal. Specifications will be provided as word documents.
- Consor design material will be sent to City for inclusion in Otak package for Mini Roundabout to City.
- Work will be limited to City ROW and or defined City easements.
- No storm, sewer, or water modeling services are needed.
- Design Workshops will be for up to two (2) hours and attended by up to two (2) Consultant team members.
- The drawing list is provided as **Exhibit E** and is the basis for the fee estimate related to design drawings. Detail sheets are not included.
- No traffic control sheets.
- No curb ramps included.
- City review period is 10 working days for preliminary design deliverable.

- Review comments will be received in a complete, single submittal. Multiple rounds of review comments on the same design completion submittal are not anticipated.
- Trench rehabilitation to match existing or recommendations in Otak's initial Geotechnical Report. Stripping and signing of the roadway to match existing.

Task 4 – Bid Support

Objective

Support the City during bidding of the project up to the approved budget amount.

Activities

4.1 Questions and Addendum

Respond to questions from bidders, subcontractors, equipment suppliers, and vendors regarding the project contract documents. Maintain a written record of communications during bidding process.

Questions are to be routed through the City; the Consultant team will not receive or respond to any direct requests from bidders.

Prepare and submit up to one (1) addenda.

Task 4 Deliverables

- Written responses to bidder's questions.
- Addenda
- Issued for Construction Plan-sheets and Specifications

City Responsibilities

- City to coordinate and submit bid-ready Contract Documents to Builders Exchange.
- The City will be responsible for tasks associated with printing bid documents, document distribution, bid advertisement, pre-bid meeting, addenda distribution, plan holder administration, bid evaluation, and bid tabulation.

Assumptions

- Up to one (1) addenda will be prepared.

Task 5 – Engineering Services During Construction

Objective

Provide engineering services during construction phase of project.

Activities

5.1 RFI Responses

Prepare responses to contractor requests for information (RFIs), as requested by the City's CM Representative not to exceed the approved budget.

- Review and responses for up to four (4) RFIs are included.

- It is assumed an average of two (2) hours will be required to respond to each RFI.
- RFI responses will be submitted to the City's CM Representative for review and distribution to the Contractor.

5.2 Submittal Reviews

Review and provide comments on contractor submittals, as requested by the City's CM Representative not to exceed the approved budget.

- Review and comments for up to 3 submittals are included.
- Submittal comments will be submitted to the City's CM Representative for review and distribution to the Contractor.

5.3 Construction Observation Site Visits

Conduct construction observation site visits during critical construction activities, as requested by the City's CM Representative not to exceed the approved budget.

- Includes up to one (1) site visits; up to one consultant team member will be in attendance per site visit.
- Each site visit will be up to two (2) hours in duration on site. One (1) hour of preparation, two (2) hour of travel and one (1) hour of follow-up are included.

5.4 Design Modifications

Provide design modifications to maintain design intent and functionality, as requested by the City's CM Representative not to exceed the approved budget.

- Up to two (2) design modifications and accompanying plan changes are included.
- Design modifications to the plans and special provisions will be stamped by a Professional Engineer licensed in the state of Washington.

Task 6 – Management Reserve

Activities

6.1 Management Reserve

Written permission from the City is required to access \$5,000 of management reserve funds. Scope of services and fee estimate to be negotiated with request to access the management reserve.

Fee Estimate

The project fee estimate is included as **Exhibit B** and includes resource allocations by staffing class and budget estimates for the work by task. The budget amounts shown will not be exceeded without written authorization by the City.

Project Schedule

The project is estimated to be up to eight months (8) months after Consultant receives Notice to Proceed. A tentative project schedule is provided in **Exhibit C**.

Project Area

A Project Area Map is provided in **Exhibit D**.

Preliminary Drawing List

A Preliminary Drawing List is provided in **Exhibit E**.

Highland Water Pressure Improvement: Phase 1
CITY OF KIRKLAND
PROPOSED FEE ESTIMATE

Staff Name	LABOR CLASSIFICATION (HOURS)																	
	Principal Engineer III	Principal Engineer VI	Cost Estimator III	Construction Manager VI	Professional Engineer VI	Professional Engineer VI	Engineering Designer I	Technician III	Hours	Labor	Subconsultants			Subconsultant Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	Total
	\$313	\$373	\$316	\$259	\$233	\$233	\$176	\$183			Survey DHA	Potholing APS	Electrical ISI					
	RostadNat	GinterBri	GriesingerRob	RandolphAnd	MinerJon	YoungPai	RichardsonKay	JeffersonEli										
Task 1 - Project Management																		
Task 1.1 - Invoices/Status Reports	4				8	8			20	\$ 5,105				1.05	\$ -	\$ -	\$ -	\$ 5,105
Task 1.2 - Coordination with the Owner					16	16			32	\$ 7,642				1.05	\$ -	\$ -	\$ -	\$ 7,642
Task 1 Subtotal	4	0	0	0	24	24	0	0	52	\$ 12,747	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 12,747
Task 2 - Subconsultant Services																		
Task 2.1 - Surveying					1	2	2		5	\$ 1,077	\$ 1,607			1.05	\$ 1,687	\$ -	\$ -	\$ 2,765
Task 2.2 - Potholing					1	2	2		5	\$ 1,077		\$ 18,396		1.05	\$ 19,316	\$ -	\$ -	\$ 20,393
Task 2.3 - Electrical					1	2	2		5	\$ 1,077			\$ 5,100	1.05	\$ 5,355	\$ -	\$ -	\$ 6,432
Task 2 Subtotal	0	0	0	0	3	6	6	0	15	\$ 3,232	\$ 1,607	\$ 18,396	\$ 5,100		\$ 26,358	\$ -	\$ -	\$ 29,590
Task 3 - Phase 1: Mini Roundabout PS&E																		
Task 3.1 - Data Collection and Review					2	4	8		14	\$ 2,876				1.05	\$ -	\$ -	\$ -	\$ 2,876
Task 3.2 - 60% PSE		6	1	1	6	12	24	24	74	\$ 16,014				1.05	\$ -	\$ -	\$ 432	\$ 16,446
Task 3.3 - 90% PSE		6	1	1	6	12	24	24	74	\$ 16,014				1.05	\$ -	\$ -	\$ 432	\$ 16,446
Task 3.4 - 100% PSE		3			6	12	24	24	69	\$ 14,277				1.05	\$ -	\$ -	\$ -	\$ 14,277
Task 3 Subtotal	0	15	2	2	20	40	80	72	231	\$ 49,181	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 864	\$ 50,045
Task 4 - Bid Support																		
Task 4.1 - Questions and Addendum				6	3	6	6	12	33	\$ 7,076				1.05	\$ -	\$ -	\$ 216	\$ 7,292
Task 4 Subtotal	0	0	0	6	3	6	6	12	33	\$ 7,076	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 216	\$ 7,292
Task 5 - Engineering Services During Construction																		
Task 5.1 - RFI Responses				4	2	4	8		18	\$ 3,938				1.05	\$ -	\$ -	\$ -	\$ 3,938
Task 5.2 - Submittal Reviews				12	2	3	12		29	\$ 6,545				1.05	\$ -	\$ -	\$ -	\$ 6,545
Task 5.3 - Construction Observation Site Visits				6			6		12	\$ 2,675				1.05	\$ -	\$ 126	\$ -	\$ 2,801
Task 5.4 - Design Modifications		2		4	1	3	8	8	26	\$ 5,726				1.05	\$ -	\$ -	\$ 144	\$ 5,870
Task 5 Subtotal	0	2	0	26	5	10	34	8	85	\$ 18,884	\$ -	\$ -	\$ -		\$ -	\$ 126	\$ 144	\$ 19,154
Task 6 - Management Reserve																		
Task 6.1 - Management Reserve									0	\$ -				1.05	\$ -	\$ 5,000	\$ -	\$ 5,000
Task 6 Subtotal	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 5,000	\$ -	\$ 5,000
TOTAL - ALL TASKS	4	17	2	34	55	86	126	92	416	\$ 91,118	\$ 1,607	\$ 18,396	\$ 5,100		\$ 26,358	\$ 5,126	\$ 1,224	\$ 123,827

ID	Task Name	Duration	Start	Finish	Qtr 3, 2026	Qtr 4, 2026	Qtr 1, 2027	Qtr 2, 2027	Qtr 3, 2027	Qtr 4, 2027	Qtr 1, 2028	Qtr 2, 2028	Qtr 3, 2028	Qtr 4, 2028						
1	1 - Project Management	520 days	Wed 9/9/26	Tue 9/5/28	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
2	NTP	0 days	Wed 9/9/26	Wed 9/9/26																
3	Project Management	26 mons	Wed 9/9/26	Tue 9/5/28																
4	2 - Subconsultant Services	345 days	Wed 9/9/26	Tue 1/4/28																
5	Surveying	210 days	Wed 9/9/26	Tue 6/29/27																
6	Field Work (Common Areas for Alt 1 & 2)	30 days	Wed 9/9/26	Tue 10/20/26																
7	Field Work (Selected Alternative)	10 days	Wed 10/21/26	Tue 11/3/26																
8	Completed Survey	0 days	Tue 11/3/26	Tue 11/3/26																
9	Pothole Survey	5 days	Wed 5/5/27	Tue 5/11/27																
10	Misc Survey	10 days	Wed 6/16/27	Tue 6/29/27																
11	Geotechnical	105 days	Wed 2/3/27	Tue 6/29/27																
12	Field Work	15 days	Wed 2/3/27	Tue 2/23/27																
13	Draft Geotechnical Report	25 days	Wed 3/3/27	Tue 4/6/27																
14	Final Geotechnical Report	25 days	Wed 5/26/27	Tue 6/29/27																
15	Potholing	10 days	Wed 4/21/27	Tue 5/4/27																
16	Field Work	10 days	Wed 4/21/27	Tue 5/4/27																
17	Permitting	240 days	Wed 2/3/27	Tue 1/4/28																
18	Field Work	5 days	Wed 2/3/27	Tue 2/9/27																
19	Permitting Matrix	15 days	Wed 3/17/27	Tue 4/6/27																
20	Draft Permit Applications	15 days	Wed 4/7/27	Tue 4/27/27																
21	Permit Processing	9 mons	Wed 4/28/27	Tue 1/4/28																
22	Completed Permit	0 mons	Tue 1/4/28	Tue 1/4/28																
23	Easement Acquisition	180 days	Mon 3/1/27	Fri 11/5/27																
24	Easement Acquisition Negotiations	9 mons	Mon 3/1/27	Fri 11/5/27																
25	Completed Easements	0 mons	Fri 11/5/27	Fri 11/5/27																
26	Electrical	130 days	Wed 4/21/27	Tue 10/19/27																
27	60% PS&E	50 days	Wed 4/21/27	Tue 6/29/27																
28	90% PS&E	40 days	Wed 7/14/27	Tue 9/7/27																
29	100% PS&E	20 days	Wed 9/22/27	Tue 10/19/27																
30	3 - PS&E	327 days	Mon 8/3/26	Tue 11/2/27																
31	3 - Phase 1: PS&E Mini Roundabout Design	327 days	Mon 8/3/26	Tue 11/2/27																
32	Data Collection and Review	10 days	Wed 9/9/26	Tue 9/22/26																
33	Utility Record Request and Review	10 days	Wed 9/9/26	Tue 9/22/26																
34	MR 60% PS&E	15 days	Wed 9/9/26	Tue 9/29/26																
35	City Review and Approval	10 days	Wed 9/30/26	Tue 10/13/26																
36	MR 60% Design Workshop	0 days	Tue 10/13/26	Tue 10/13/26																
37	MR 90% PS&E	16 days	Mon 12/28/26	Mon 1/18/27																
38	City Review and Approval	15 days	Tue 1/19/27	Mon 2/8/27																
39	MR 90% Design Workshop	0 days	Mon 2/8/27	Mon 2/8/27																
40	MR 100% PS&E	15 days	Tue 2/9/27	Mon 3/1/27																
41	Complete Mini Roundabout Design	0 days	Mon 3/1/27	Mon 3/1/27																
42	3 - Phase 2: PS&E																			
43	Data Collection and Review	10 days	Mon 8/3/26	Fri 8/14/26																
44	15% PS&E	50 days	Wed 9/9/26	Tue 11/17/26																
45	15% PS&E	40 days	Wed 9/9/26	Tue 11/3/26																
46	City Review and Approval	10 days	Wed 11/4/26	Tue 11/17/26																
47	15% Design Workshop	0 days	Tue 11/17/26	Tue 11/17/26																
48	30% PS&E	55 days	Wed 2/3/27	Tue 4/20/27																
49	30% PS&E	45 days	Wed 2/3/27	Tue 4/6/27																
50	Potholing Recommendations	10 days	Wed 3/24/27	Tue 4/6/27																
51	City Review and Approval	10 days	Wed 4/7/27	Tue 4/20/27																
52	30% Design Workshop	0 days	Tue 4/20/27	Tue 4/20/27																
53	60% PS&E	60 days	Wed 4/21/27	Tue 7/13/27																
54	60% PS&E	50 days	Wed 4/21/27	Tue 6/29/27																
55	Potholing	10 days	Wed 6/2/27	Wed 6/16/27																
56	Survey of Potholes	5 days	Wed 6/16/27	Tue 6/22/27																
57	City Review and Approval	10 days	Wed 6/30/27	Tue 7/13/27																
58	60% Design Workshop	0 days	Tue 7/13/27	Tue 7/13/27																
59	90% PS&E	50 days	Wed 7/14/27	Tue 9/21/27																
60	90% PS&E	40 days	Wed 7/14/27	Tue 9/7/27																
61	City Review and Approval	10 days	Wed 9/8/27	Tue 9/21/27																
62	90% Design Workshop	0 days	Tue 9/21/27	Tue 9/21/27																
63	100% PS&E	30 days	Wed 9/22/27	Tue 11/2/27																
64	100% PS&E	20 days	Wed 9/22/27	Tue 10/19/27																
65	City Review and Approval	10 days	Wed 10/20/27	Tue 11/2/27																
66	4 - Bidding Support	250 days	Mon 9/27/27	Fri 9/8/28																
67	Buffer for Final City Approval	30 days	Mon 9/27/27	Fri 11/5/27																
68	Bid Ready Contract Documents	5 days	Mon 11/8/27	Fri 11/12/27																
69	Respond to Bidder Questions	15 days	Mon 11/15/27	Fri 12/3/27																
70	Addenda	15 days	Mon 11/15/27	Fri 12/3/27																
71	Bid Award	0 days	Fri 12/31/27	Fri 12/31/27																
72	4 - Engineering Services During Construction	180 days	Mon 1/3/28	Fri 9/8/28																
73	Phase 1: MR ESDC	4 mons	Mon 1/3/28	Fri 4/21/28																
74	Phase 2: 116th ESDC	9 mons	Mon 1/3/28	Fri 9/8/28																

Project: Highlands Water Pressure Improvement
Date: Fri 9/4/26

Task

Summary

Project Summary

Milestone

Inactive Milestone

Inactive Task

Manual Task

Manual Summary

Manual Task

Manual Summary

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Progress

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King County Assessor's Office, King County GIS Center, King County, King
county Assessor's Office, King County GIS Center

NE 85th St

Date: 7/31/2026



King County

SHEET INDEX	
SHEET	DESCRIPTION
CIVIL - WATER MINI ROUNDABOUT	
C-W-001	CIVIL LEGEND AND SYMBOLS
C-W-101	WATER MAIN PLAN/PROFILE STA A10+00 TO STA A14+00
C-W-102	WATER MAIN PLAN/PROFILE STA A14+00 TO STA A18+00
C-W-501	WATER MAIN DETAILS - 1
C-W-502	WATER MAIN DETAILS - 2
CIVIL - ELECTRICAL	
C-W-001	ELECTRICAL LEGEND AND SYMBOLS
C-TC-501	SITE PLAN

SUBMITTAL INCLUSION				
15%	30%	60%	90%	Final
		X	X	X
		X	X	X
		X	X	X
		X	X	X
		X	X	X
		X	X	X
		X	X	X