



**PROFESSIONAL SERVICES AGREEMENT
120th Ave NE Rehabilitation (STC0060124) & Failing Pavements Study**

The City of Kirkland, Washington, a municipal corporation ("City") and PACE Engineers, Inc., whose address is 11255 Kirkland Way, Kirkland WA ("Consultant"), agree and contract as follows.

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$310,877.65, as detailed in Attachment B.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

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

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City 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 seven years after termination of this Agreement unless permission to destroy them is granted by

the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Senior Project Engineer (Will Denton) for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

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

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

VII. SUCCESSORS AND ASSIGNS

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

VIII. NONDISCRIMINATION

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

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification.

This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Failure to Maintain Insurance

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

G. City Full Availability of Consultant Limits

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

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

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

XIII. INDEPENDENT CONTRACTOR

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

XX. DEBARMENT

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

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

CONSULTANT:

CITY OF KIRKLAND:

Signature: *Darrell Smith*
Darrell Smith (Jun 13, 2024 11:11 PDT)

Signature: *Julie Underwood*
Julie Underwood (Jun 20, 2024 15:53 PDT)

Printed Name: Darrell Smith

Printed Name: Julie Underwood, Deputy City Manager of Operations
(Julie Underwood)

Title: Civil Engineering Director

Title: Julie Underwood, Deputy City Manager of Operations

Date: Jun 13, 2024

Date: Jun 20, 2024



May 6, 2024

Will Denton, PE
Senior Project Manager
City of Kirkland
123 5th Avenue
Kirkland, Washington 98033

**Subject: 120th Avenue NE Roadway Rehabilitation
PACE Proposal No. P23-568**

Dear Will:

PACE Engineers, Inc. (PACE), appreciates the opportunity to submit this budget proposal for City of Kirkland based on the information you provided to Darrell Smith, PE.

The project will evaluate and rehabilitate 120th Avenue NE's failed hot-mix asphalt (HMA) pavement roadway section from NE 128th Street to NE 132nd Street. The project will also analyze pavement, sidewalk, curb lines, ADA ramps, and delivery entrance conditions of the Evergreen Hospital and 100th Avenue NE study areas.

120th Avenue NE roadway is in poor condition, and the section needs replacing. Coupled with the urban environments (established curb lines, sidewalks, commercial driveways, and ADA ramps) and the need to maintain the general roadway profile and roadway cross-section, digging out the failed pavement surface base material and replacing it with a durable, long-lasting pavement section, is the straight-forward solution this project requires. A more detailed proposed scope of work by task follows.

Scope of Work

1. Project Management

PACE will lead and manage the overall design phase of the project.

- ◆ Prepare a work plan
- ◆ Hold project kickoff meeting
- ◆ Hold weekly project coordination meetings (maximum of 10) combination of virtual and in-person meetings.
- ◆ Manage subconsultant activities
- ◆ Prepare monthly progress reports
- ◆ Prepare project schedule and a maximum of two (2) update.

2. Data Gathering

The intent of this task is to gather relevant project data early in the design process such as GIS data, topographic survey, existing field conditions, and ADA field notes.

2.1 GIS Mapping

Prepare GIS mapping for the five (5) street corridors as listed below to include aerial image, right-of-way lines, and utilities. Time for study areas will be billed to Task 11.

- 120th Avenue NE, from NE 128th Street to NE 132nd Street.
- NE 130th Lane, from 120th Avenue NE to 124th Avenue NE
- NE 128th Street, from 120th Ave NE to 124th Avenue NE
- 124th Lane/Avenue, from NE 128th Street to NE 132nd Street
- 100th Avenue, from NE 132nd Street to NE 137th Street

Assumptions

- City will share GIS files

Deliverables

- GIS Map

2.2 Topographic Survey

Area of Coverage:

The project includes mapping the improvements along the route as shown on the enclosed exhibit titled “Mapping Limits”. For the survey and data collection component of the project, PACE will mobilize staff to establish site control, gather existing site features, and controlling boundary monuments.

- Approximately 1,350 feet of 120th Avenue NE and approximately 500 feet of NE 128th Street.

Sewer and storm drainage structures will be located to the nearest structure outside of the mapping area.

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

Topographic Survey to include but not limited to the following:

- Hardscapes such as walks, driveways, etc.
- Surface indications of utilities, such as vaults, pedestals, etc.
- Above and underground utility lines that can be visually observed, located by RF locating equipment, or identified on readily available record drawings received through the district.
- Design Locates for existing utilities.
- Obtain existing utility as-builts including but not limited to: NUD (Water/Sewer), Woodinville Water District, PSE, Zply, Comcast, Zayo, Integrity.
- Traffic loops
- Sewer and storm structures will be measured for invert elevations, size of pipe, and size of structure.
- Any tree 8-inch diameter as measured four feet above the ground.
- Contours will be generated at a one-foot interval.

Consultant Deliverables

- Final Topographic Survey (AutoCAD format)
- Existing Conditions (to include utilities) and Survey Control Plans

2.3 Site Walk

The intent of this task is to walk the project sites documenting pavement distress, locating pavement boring locations, identifying sidewalks segments and curb sections that need to be replaced, and assessing existing ADA curb ramps.

Site walk notes will be incorporated into the Preliminary Design Memo prepared under task 4.

2.4 ADA Ramp Review

The ADA ramp review will focus on the 15 ADA ramps along the 120th Avenue NE corridor from NE 128th Street to NE 132nd Street. ADA existing ramp slopes will be documented. Ramps recommended for replacement will be noted in the Preliminary Design Memo prepared under task 4.

3. Pavement Investigation and Analysis (HWA)

Perform walkthrough of each project alignment and mark locations of pavement cores and arrange utility locates. This estimate assumes pavement cores at the following locations:

3.1 NE 128th Street to NE 132nd Street.

- 120th Avenue NE, from NE 128th Street to NE 132nd Street: 8 pavement cores (three in each travel lane and two in center turn lane)

3.2 Evergreen Hospital Study Area and 100th Avenue NE Study Area

- NE 130th Lane, from 120th Avenue NE to 124th Avenue NE: six (6) pavement cores (three in each travel lane)
- NE 128th Street, from 120th Avenue NE to 124th Lane NE: six (6) pavement cores (three in each travel lane)
- 124th Lane/Avenue NE, from NE 128th Street to NE 132nd Street: eight (8) pavement cores (four in each travel lane)
- 100th Avenue NE, from NE 132nd Street to NE 137th Street: 12 pavement cores (three in each travel lane)

This estimate assumes standard Traffic Control Plans (TCP) can be used for all locations except the cores at the west end of NE 128th Street, which will require site specific TCPs.

Subcontract site specific TCPs as indicated above and submit to City along with Standard Plans for approval.

Perform pavement coring at 40 locations using a 6-inch diameter core barrel. Shallow hand borings (~2 feet deep) will be completed at each core location to assess subgrade condition.

Prepare photographic logs of payment cores/hand borings.

Perform FWD testing on each travel lane along 120th Avenue NE, from NE 128th Street to NE 132nd Street.

Test spacing will be approximately 50-foot intervals. Testing to consist of three drops at each location. GPS readings will be taken at each test location.

Prepare a spreadsheet presenting the results of FWD testing (including FWD deflection readings and back-calculated resilient modules of subgrade).

Perform engineering analysis to develop new pavement design for 120th Avenue NE, from NE 128th Street to NE 132nd Street, and segment of 128th Street NE from 120th Avenue NE to approximately 500' east.

Prepare a draft report presenting the results of FWD testing, pavement coring, and our pavement reconstruction design recommendation.

Finalize the report on receipt of review comments.

Assumptions:

- No Street Use Permits/ROW use fees will be required.
- Hot Mix Asphalt (HMA) patching will not be required at pavement core locations. If HMA patching is required, a supplemental budget will be necessary.

Deliverables:

- Draft Pavement Analysis
- Final Pavement Analysis

4. Preliminary Design Memo

PACE will prepare a preliminary design memo that outline pavement rehabilitation recommendations for the following roadway segment:

- 120th Avenue NE, from NE 128th Street to NE 132nd Street

Site walk notes and ADA review of 120th Avenue NE will also be presented in the memo along with probable construction costs.

5. 30% Plans and Estimate

The intent of this task is to develop 30% plans and ensure City has a good, solid engineering estimate so they can effectively budget the project and/or recommend design modifications for the consulting team to incorporate. A maximum of 30 plan sheets will be produced. Most plan sheets will be scaled at 1"=20' for full size drawings (22"x34") and 1"=40' for half size drawings (11"x17") The anticipated plans are as follows:

- Cover (1 sheet)
- Existing Conditions (2 sheets)
- General Notes Page (1 sheet)
- Abbreviations/Legend (2 sheets)
- Site Prep/Erosion Control (2 sheets)
- Site Prep/Erosion Control Details (1 plan sheet)
- Typical Sections (1 plan sheet)
- Paving Plans (1 plan sheet)
- Paving Details (1 plan sheet)
- ADA Ramp/Grading Details (3 plan sheets)
- Channelization Plans (2 plan sheets)
- Traffic Control Strategy (1 plan sheet)
- Traffic Control Plans (5 plan sheets)
- Detour Plans (1 plan sheet)
- Signal Modifications (6 plans sheets)

PACE intends to typically show two (2) plan view segments for plan sheet which this project lends itself to without being too cluttered.

PACE will also prepare a 30% opinion of construction costs in PACE standard cost estimating format.



Specifications will not be prepared with this phase of the project.

City will provide one consolidated written non-conflicting comments in word or excel file.
Supplemental written comments on plan set PDF are also very welcomed and appreciated.

6. 75% Plans, Specifications and Estimate

The intent of this task is to develop 75% plans, specifications, and estimate. A maximum of 30 plan sheets will be produced. Most plan sheets will be scaled at 1"=20' for full size drawings (22"x34") and 1"=40' for half size drawings (11"x17") The anticipated plans are as follows:

- Cover (1 sheet)
- Existing Conditions (2 sheets)
- General Notes Page (1 sheet)
- Abbreviations/Legend (2 sheets)
- Site Prep/Erosion Control (2 sheets)
- Site Prep/Erosion Control Details (1 plan sheet)
- Typical Sections (1 plan sheet)
- Paving Plans (1 plan sheet)
- Paving Details (1 plan sheet)
- ADA Ramp/Grading Details (3 plan sheets)
- Channelization Plans (2 plan sheets)
- Traffic Control Strategy (1 plan sheet)
- Traffic Control Plans (5 plan sheets)
- Detour Plans (1 plan sheet)
- Signal Modifications (6 plans sheets)

PACE intends to typically show two (2) plan view segments for plan sheet which this project lends itself to without being too cluttered.

PACE will address City 30% review comments and provide a written response.

PACE will prepare a 75% opinion of construction costs in PACE standard cost estimating format.

PACE will prepare 75% Specifications in WSDOT/APWA format. City will provide any specific City GSP's you would like the team to incorporate.

PACE to prepare and submit Survey monument relocation permits and send to city for formal submittal and city to pay associated fees.

City will provide one consolidated written non-conflicting comments in word or excel file.
Supplemental written comments on plan set PDF are also very welcomed and appreciated.



7. Final Plans, Specifications, and Estimate

The intent of this task is to develop 100% plans, specifications and estimate. A maximum of 30 plan sheets will be produced. Most plan sheets will be scaled at 1"=20' for full size drawings (22"x34") and 1"=40' for half size drawings (11"x17") The anticipated plans are as follows:

- Cover (1 sheet)
- Existing Conditions (2 sheets)
- General Notes Page (1 sheet)
- Abbreviations/Legend (2 sheets)
- Site Prep/Erosion Control (2 sheets)
- Site Prep/Erosion Control Details (1 plan sheet)
- Typical Sections (1 plan sheet)
- Paving Plans (1 plan sheet)
- Paving Details (1 plan sheet)
- ADA Ramp/Grading Details (3 plan sheets)
- Channelization Plans (2 plan sheets)
- Traffic Control Strategy (1 plan sheet)
- Traffic Control Plans (5 plan sheets)
- Detour Plans (1 plan sheets)
- Signal Modifications (6 plans sheets)

PACE intends to typically show two (2) plan view segments for plan sheet which this project lends itself to without being too cluttered.

PACE will address City 75% review comments and provide a written response.

PACE will also prepare a 100% final opinion of construction costs in PACE standard cost estimating format.

PACE will prepare 100% Final Specifications in WSDOT/APWA format. PACE will prepare the contract proposal from. The City will prepare all other contract documents.

8. Signal Design Modification (Transpo Group)

Transpo Group will attend a site walk the Client and/or City of Kirkland staff to assess existing traffic signal equipment and field conditions. TRANSPO will assess whether existing traffic signal equipment meets current ADA standards and can feasibly be reused and/or remain in place. Information from the site walk will help to inform the traffic signal design.

- Existing junction boxes will be adjusted to grade and/or upsized in their current locations in areas of sidewalk disturbance, if needed.



- Transformer and/or electrical service connection design will not be required.
- Temporary traffic signal design will not be required.

Deliverables

- One conceptual figure describing anticipated traffic signal modifications.
- 30% traffic signal CAD, plans, and engineer's opinion of probable costs.
- 75% traffic signal CAD, plans, specifications, engineer's opinion of costs, and responses to 30% comments.
- Final traffic signal CAD, plans, specifications, engineer's opinion of probable costs, and responses to 75% comments.

9. Stakeholder Communications

PACE will prepare up to two three color 2D project renderings and prepare up to two written project updates. All related publishing and mailing costs will be incurred by the City. City will lead the overall stakeholder communications efforts. No one-on-one meetings are anticipated nor budgeted for.

10. SEPA Checklist

PACE will prepare the draft and final SEPA checklist. No special studies will be prepared to support the SEPA checklist effort.

11. Evergreen Hospital Study Area and 100th Avenue Study Area Preliminary Design Memo.

PACE will prepare a preliminary design memo that outline pavement rehabilitation recommendations for the following roadway segments:

- NE 130th Lane, from 120th Avenue NE to 124th Avenue NE
- NE 128th Street, from 120th Avenue NE to 124th Lane NE
- 124th Lane/Avenue NE, from NE 128th Street to NE 132nd Street
- 100th Avenue NE, from NE 132nd Street to NE 137th Street

Deliverables

- Preliminary Design Memo

General Assumptions:

- Construction management, inspection and bid support services are excluded at this time.
- Local permits will be secured by the City.
- City will provide PACE with GIS files.
- City will provide PACE with City GSPs.



- City will provide PACE with desired plan sheet title block.
- City will provide signal mod and or loop details they would like incorporated into the project.
- Project is only funded with local dollars, no Federal Funding.
- Right-of-Way services is excluded from the scope of services.
- All deliverables will be presented electronically to the city.
- MEF documentation is not anticipated or scoped.
- City will lead the stakeholder communications effort. PACE will support on a time and materials basis.
- This design project will be completed in 9 months.
- All drainage design work and drainage memos and analysis is excluded and the sole responsibility of the City.
- TCE will not be necessary for this project and are excluded.
- Formal boundary survey will not be prepared. Readily available King County right-of-way information will be utilized to depict existing right-of-way lines.
- It is assumed existing driveway curb cuts and entrances will not be modified or changed.

PACE looks forward to working with you. If you have any questions or need additional information, please call us at 425.827.2014, or email me.

Sincerely,
PACE Engineers, Inc.



Darrell Smith, PE
Civil Engineering Director
DarrellS@paceengrs.com

Attachment B

Rev. 12/15/2023

Fee Schedule:	STANDARD
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Free Form Input - Project Budgeter can define work item descriptions, expense and subconsultant as required
Defined Input - Project budgeter must use defined Labor Codes and Staff Type from Deltek FMS Project Mgmt System (Tables Attached)

PACE Engineers

Project Budget Worksheet - 2024

Project Name:	120th Ave NE Roadway Rehabilitation	Location:	Kirkland, WA	Prepared By:	Darrell Smith
Project #:	P23-568	Task #:		Date:	5/6/2024

Drawing/Task Title	Labor Code	Labor Hours by Classification														Hour Total	Dollar Total		
		1	10	14	14	16	70	24	118	92	41	58	113	33					
		\$288	\$272	\$209	\$209	\$166	\$194	\$151	\$151	\$120	\$238	\$252	\$166	\$194					
Staff Name	Job Title	Sr. Principal Engineer	Principal Engineer	Project Engineer	Project Engineer	Engineering Staff II	CAD Manager	Designer II	Sr. Project Administrator	Sr. Office Tech	Principal Surveyor	Two-Person Crew	Survey Tech V	Sr. Planner					
1. Project Management		48	3			3				8							62.0	\$16,098.00	
2. Data Gathering																			
GIS Mapping				6													6.0	\$1,254.00	
Topo Survey											12	40	30				82.0	\$17,916.00	
Site Walk		8				4		6									18.0	\$3,874.00	
ADA Ramp Review			2			16											18.0	\$3,200.00	
3. Pavement Investigation & Analysis (HWA)																			
4. Preliminary Design Memo		2	4			4		6		2							18.0	\$3,474.00	
5. 30% Plans & Estimate		12	24	8	12	70	4	80									210.0	\$38,640.00	
6. 75% Plans, Specs and Estimate		12	24	8	12	80	4	90	12	24							266.0	\$46,502.00	
7. Final Plans, Specs and Estimate		8	20	8	10	50	4	70	12	24							206.0	\$35,844.00	
8. Signal Design Modification (Transpo)																			
9. Stakeholder Communications		12						16		2							30.0	\$6,112.00	
10. SEPA Checklist				8										24			32.0	\$6,328.00	
11. Evergreen Hospital & 100th Ave NE Study Areas		2	4			4		6		2							18.0	\$3,474.00	
Hours Total		104.0	81.0	38.0	34.0	231.0	12.0	274.0	24.0	62.0	12.0	40.0	30.0	24.0			966.0		
Labor Total		\$29,952	\$22,032	\$7,942	\$7,106	\$38,346	\$2,328	\$41,374	\$3,624	\$7,440	\$2,856	\$10,080	\$4,980	\$4,656				\$182,716.00	

Expenses	rate/unit	Reimbursable	
		Quantity	Cost
Project Administration (9 months)	\$60.00	9	\$540.00
Postage/Courier			
Printing Costs			\$200.00
Photo/Video			
Mileage/Travel/Per Diem			\$150.00
Miscellaneous			
Total			\$890.00

Subconsultants		Cost
Utility Locate		\$2,500
HWA	3.1 - 120th Ave NE	\$42,984
	3.2 - Study Areas	\$36,932
Transpo		\$28,255
Subconsultant Subtotal		110,671.00
Markup		15%
Total		\$127,271.65

PACE Billed Labor Total	\$182,716.00
Reimbursable Expenses	\$890.00
Subconsultants	\$127,271.65
Total Project Budget	\$310,877.65