



PROFESSIONAL SERVICES AGREEMENT
Design and Construction Services
Fire Station 24 Training Props –PSC 3009 000

 **City Attorney**
Stephanie Croll
Rev: 09/11/24

The City of Kirkland, Washington, a municipal corporation ("City") and OAC Services, Inc., whose address is 2200 1st Ave S., Suite 200, Seattle 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 \$205,959 as detailed in Attachment A.
- 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 has part of this contracted project.

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

The foregoing records shall be maintained for a period of 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 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 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.

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 any negligent, wrongful, or tortious act, error, or omission, willful or intentional fraud or misconduct, or breach of any of its obligations by Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. With regard to any claim alleging Consultant's negligent performance of professional services, the duty to defend provide in this paragraph is limited to the reimbursement of reasonable defense costs (including attorney and professional fees and expenses) in proportion the liability of the Consultant.

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 services or 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:

Signature: David Jobs
David Jobs (Sep 12, 2024 09:24 PDT)

David Jobs

Printed Name

Senior Vice President

Title

Date: Sep 12, 2024

CITY OF KIRKLAND:

Signature: Julie Underwood
Julie Underwood (Sep 12, 2024 13:54 PDT)

Julie Underwood

Deputy City Manager of Operations

Date: Sep 12, 2024



May 29, 2024

City of Kirkland
Public Works Department
123 5th Ave
Kirkland, Washington 98033

Attn: Anneke J. Davis, P.E.
Senior Project Engineer

**OAC SERVICES PROPOSAL
KIRKLAND FIRE TRAINING FACILITY**

Ms. Davis,

Thank you for the opportunity to provide this proposal to design and construction management services for the Kirkland Fire Training Facility at Fire Station 24.

The following pages include:

- Fee Summary, inclusive of all subconsultants and expenses.
 - Subconsultants will be lump sum not to exceed, billed on a percent complete basis.
 - OAC's fee will be hourly, not to exceed.
- OAC's scope of services
- Subconsultant's proposals
 - KPFF – Civil Engineering
 - KPFF – Structural Engineering
 - Case Engineering - Electrical Engineering
 - Wiggins Preconstruction – Cost Estimating

We want to ensure our scope matches your budget and project-specific needs, so please do not hesitate to contact me personally if you have any questions.

Thank you for the opportunity to provide these professional services and we look forward to our continued partnership with the City of Kirkland.

Sincerely,

A handwritten signature in blue ink that reads "Diana L. Brown". The signature is written in a cursive, flowing style.

Diana L. Brown, SE, Assoc DBIA
Senior Director
dbrown@oacsvcs.com
253.709.3478

Cc: David Jobs, OAC Services

Kirkland Fire Training Facility

Project Cost Summary

Consultant Name	Schematic Design	Design Development	Contract Documents	Construction Services	Total
OAC Services	\$ 10,974	\$ 14,274	\$ 24,254	\$ 43,980	\$ 93,482
KPFF Civil Engineering	\$ 15,000	\$ 15,000	\$ 24,000	\$ 6,000	\$ 60,000
KPFF Structural Engineering	\$ 2,700	\$ 4,200	\$ 8,100	\$ 3,000	\$ 18,000
Case Electrical Engineering	\$ 1,280	\$ 1,280	\$ 3,660	\$ 5,280	\$ 11,500
Wiggins Preconstruction Cost Estimating	\$ 4,290		\$ 5,280		\$ 9,570
Consultant Markup (10%)	\$ 2,327	\$ 2,048	\$ 4,104	\$ 1,428	\$ 9,907
TOTAL FEE	\$ 36,571	\$ 36,802	\$ 69,398	\$ 59,688	\$ 202,459
REIMBURSABLES	\$ 1,000	\$ 1,000	\$ 500	\$ 1,000	\$ 3,500
Total Estimated Compensation (Fee + Reimbursables)	\$ 37,571	\$ 37,802	\$ 69,898	\$ 60,688	\$ 205,959

EXHIBIT A
SCOPE OF SERVICES
for
City of Kirkland - Fire Training Facility

OAC Services (Consultant) will provide Design, Construction and Project Management services to the City of Kirkland (City), for the project known as *the Fire Training Facility* (Project). These services will include consultation, design oversight, contract administration, field observation, and documentation, as required during the design and construction phases of the Project, as detailed below.

Project Description: The scope.

Fees: OAC's contract will be hourly, with a not to exceed amount. Proposals have been provided for services performed by OAC's consultants.

Rates: Rates listed below are 2024 OAC rates. These rates are subject to 5% annual escalation that will occur on January 1 of 2025. Subconsultants are subject to 10% mark-up.

Employee Name	Position	Rate
Diana Brown	Senior Director	\$243
Alec Weintraub	Director	\$225
Evie Lasseter	Assistant Project Mgr.	\$168

The Consultant will work with the City to understand and formalize goals, objectives, and risks.

CONSTRUCTION AND PROJECT MANAGEMENT SERVICES

Consultant, on behalf of the City will provide day to day management of the project and act as a representative of the City to the Designer, Contractor, and other vendors. The specific features of work are outlined below in three main tasks: Task 1 – Design Management, Task 2 - Construction, and Task 3 – Closeout and Warranty. Throughout all phases, Consultant will liaise with all project members on a regular basis to discuss project issues and status. Consultant will self-manage Consultant Team, comprised of Consultant's staff and its subconsultants, if any. Consultant will work with City inspectors to maximize efficient use of time for City and Consultant, reducing duplication of effort but providing needed service and checks and balances.

KPFF and Case Engineering will provide the design and construction services (Designer), and Wiggins Preconstruction will provide cost estimating (Estimator) as provided in their attached proposals and scope. OAC will contract and manage these subconsultants to provide the scope described in their scope of services.

Task 1 – Design Management

1. OAC will provide overall management of the design activities which will include the following: design coordination, design scheduling, progress meetings, design review, constructability review, coordination of design comments, and provisional master schedule.
2. Accompany City and Designer on a plans-in-hand site visit to acquaint Consultant with the Project, design plan, and site.

3. Design Document Review:
 - a. 100% Design Development Constructability Review
 - b. 90% CD, Construction Documents Constructability Review
 - c. Perform review of permit documents and lead the application process.
4. Document Control. Establish and maintain document filing and tracking systems, following City guidelines. Collect, organize, and prepare documentation on the Project.
 - a. Electronic documentation will be stored in a Project File, using Dropbox, managed, and hosted by the Consultant. The General Contractor, once awarded, will provide a web-based shared platform for the project. Access will be provided to the City, Consultant, Designer, and other Subcontractors during the project.
5. Review General Contractor's prepared construction contract and provide comments as necessary.
6. City to provide Division 0 & 1 specifications. Consultant will review and provide comments as necessary.
7. Public Relations
 - a. Prepare monthly project status updates and coordinate with City for inclusion of updates on City website.
8. Risk Register
 - a. Consultant will develop and manage a risk register to identify and mitigate project risks. Meetings with Stakeholders will be scheduled to track and document status. The Risk Register will be maintained throughout the design process and will inform contingency amounts for the project.
9. Budget Management:
 - a. Track project funding sources, totals received and conditions.
 - b. Assist in determination of City or Contractor led scope including:
 - i. Special Inspections
 - ii. Signage
 - iii. Security
 - iv. Access Control
10. During Bidding period:
 - a. Assist City and Designer in analyzing bidder questions, as needed.
 - b. Assist City and Designer in researching and preparing Addenda, as needed.
 - c. Assist City and Designer in checking and analyzing bids and bidders.
11. Participate in preconstruction conference.

Deliverables

- *Monthly status updates*
- *Risk Register*
- *SD, DD and CD Documents for bidding*
- *Estimated Construction Costs at SD and CD*

Task 3 - Construction Phase Services

A. Contract Administration

1. Coordinate with the City, Contractor, Designer, appropriate agencies, adjacent property owners, and utilities.

2. In concurrence with progress estimates, provide the City with brief construction progress reports, highlighting progress and advising of issues with recommendations for resolution that are likely to impact cost, schedule, or quality/scope.
3. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and request revised schedules when needed. Advise City of schedule changes.
4. Supply Chain Management:
 - a. Analysis and comment on the contractor supply chain management plan
 - b. Analyze and comment on the contractor's procurement plan
5. Progress Meetings:
 - a. Participate in regular (usually bi-weekly) progress meetings with the construction contractor, including City pre-briefing, and Designer. Track outstanding issues on a weekly basis.
6. Submittal Process Management on behalf of City:
 - a. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for acceptance and risk management.
7. Maintain records of material compliance documentation received and advise City of any known deficiencies.
8. Download, archive and extract data from contractor's daily reports.
9. Manage RFI (Request for Information) process on behalf of City:
 - a. Track, review, evaluate or cause to be reviewed or evaluated by other appropriate party(s).
 - b. Review RFIs for timely completion and evaluate RFIs as part of risk management efforts.
10. Change Management:
 - a. Evaluate potential change orders for entitlement, impact, and review for accuracy.
 - b. Facilitate change order review meetings for resolution of change orders.
 - c. Maintain log of all change orders including vendor, amount, status, cause, and other metrics as requested.
11. Monthly Pay Requests:
 - a. Review payment requests submitted by City contracted vendors against work in place, delivered / stored materials and project schedule. Review with City, Designer and contractor and recommend approval, as appropriate.
 - b. Evaluate construction contractor's Schedule of Values for lump sum items. Review the contract price allocations and verify that such allocations are made in accordance with the requirements of the contract documents.
12. Notify construction contractor and Designer of work found in noncompliance with the requirements of the contract.
13. Assist the City and Designer in the investigation of malfunctions or failures observed during construction.
14. Maintain project budget including original budget, cost to date, remaining budget, estimated cost to complete, estimated cost at completion & variance from original budget.
15. Record Drawings. Review not less than monthly, the construction contractor's redline set of contract plans.
16. Document Control:
 - a. Establish and maintain document filing and tracking systems, following City guidelines. Collect, organize, and prepare documentation on the Project.

- b. Electronic documentation will be stored in Dropbox, managed, and hosted by the Consultant. The City and Designer will be given access for their use during the Project. In addition the Contractor may provide access to their preferred shared document platform for use during the project.
- c. The Dropbox site will transition to “read-only” access upon expiration of the Agreement, or upon project completion and transfer of final records, whichever occurs first. Transference of final records will include a digital copy of the files stored in the Dropbox folder. Access to Dropbox will expire following that date.

Deliverables

- *Monthly Construction Progress Reports*
- *Vendor Pay Request Review Coversheet and Signature Page*
- *Schedule Review Report*
- *Certificate Letters of Completion*
- *Final records – electronic*

B. Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing scheduled contact with the construction contractor, City, utilities, and other stakeholders, and monitor for adherence to the Contract Documents.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, as budget allows. Advise the City of any non-conforming work observed during site visits.
3. Prepare bi-weekly summary of observation reports, recording the construction contractor’s operations as actually observed by the Consultant; includes quantities of work placed, adherence to schedule, weather, observed crew and equipment, and other pertinent information as observed during visits.
4. Interpret construction contract documents, in coordination with Designer.
5. Evaluate and report to City issues that may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Attend and actively participate in regular on-site meetings.
7. Testing. City to retain a special inspector to conduct or cause to be conducted, materials and laboratory tests. Consultant will coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform City and construction contractor of deficiencies.

Deliverables

- *Bi-Weekly summary of Inspection Reports with Project photos*

Task 4 – Closeout and Warranty

1. Assist with preparation of certificate letters of substantial, and final Completion for City approval and signature.
2. Coordinate with Designer and contractor on behalf of the City to complete timely punch list, completion of punch list and back punch.
3. Compile and convey final Project records, transferring to the City for its archiving at final acceptance of the Project. Should Consultant’s work end prior to full completion of the

Project, its records will be transferred to the City prior to departure from the Project. Records will consist of electronic records on electronic storage medium.

4. Coordination with contractor on behalf of the City for warranty issues and facilitate an 11-month warranty walk.
5. Coordinate with contractor for delivery of final lien releases.
6. Coordinate with contractor for completion of certified payroll.
7. Coordinate with City and contractor for release of retention.

Assumptions

1. Consultant services are budgeted from May 2024 through December 2025 with a single warranty walk assumed in early November of 2026.
2. The budget allocations shown in Exhibit B are itemized to aid in Project tracking purposes only. The budget may be transferred between tasks or people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
3. Consultant to be reimbursed for actual cost of subconsultant plus 10% markup.
4. Permitting and Construction will not be phased.



March 15, 2024

Diana Brown, SE
OAC Services, Inc.
2200 1st Avenue South, Suite 200
Seattle, WA 98134

Subject: Kirkland Fire Station 24
Proposal for Civil Engineering Services

Dear Diana:

Thank you for the opportunity to provide civil engineering services for the proposed Fire Station 24 Training Facility project located at 9824 Northeast 132nd Street in Kirkland, Washington. Our proposal is based on the email and documents sent to KPFF on March 8, 2024 and the subsequent kick-off meeting and site walk with OAC Services.

PROJECT DESCRIPTION

We understand that the project consists of two fire protection training props, three storage containers, and a surface parking area in the approximately 0.8-acre grassy area north of Fire Station 24. Vehicular access will be provided from the existing Fire Station 24 parking lot and the private access road that borders the project to the west and south. A new metered fire hydrant will provide water for fire protection training purposes.

SCOPE OF WORK

SCHEMATIC DESIGN

- Attend team coordination meetings, as necessary.
- Coordinate with project team and user groups to understand intended use and parameters for the design of the training facility.
- Assist team with general site planning and layout.
- Review site survey and geotechnical reports and provide feedback on civil elements.
- Interact with Northshore Utility District (NUD) to understand requirements for water and sewer utilities.
- Prepare a civil site plan depicting: civil utility services, rough grading, pavement extents, and a description of the on-site stormwater mitigation strategies.

Diana Brown, SE
March 15, 2024
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DESIGN DEVELOPMENT

- Attend team coordination meetings, as necessary.
- Prepare Design Development level grading, paving, drainage, and utility plans.
- Work with the team to develop feasible Onsite Stormwater Management (OSM) strategies.
- Prepare outline specifications for civil design elements.

PERMIT/CONSTRUCTION DOCUMENTS

City of Kirkland Permit Documents

We will prepare the following deliverables for permit and construction of improvements to be permitted through the City of Kirkland, and respond to City of Kirkland comments as required:

- Demolition & Temporary Erosion and Sedimentation Control Plan and Details.
- Storm Drainage & Utility Plan and Details.
- Grading & Paving Plan and Details.
- Storm Drainage & Erosion Control Report and Calculations.
- Guide specifications for civil design elements.

Northshore Utility District Permit Documents

We will prepare the following deliverables for permit and construction of improvements to be permitted through NUD, and respond to NUD comments as required:

- Water Plans, Profile, and Details.
- Sanitary Sewer Plans, Profile, and Details.

CONSTRUCTION SUPPORT SERVICES

- Review submittals and respond to requests for information (RFIs). Provide construction support, including clarification via telephone of our contract documents.
- Conduct site visits, as necessary, during construction of civil design elements. Prepare a written summary of site visits to be submitted upon request.
- Conduct one final site walk-through for the purpose of preparing a punch list of civil related items to be resolved prior to close-out. Multiple punch walks due to incompleteness of work will be charged hourly in excess of our fee.

Diana Brown, SE
 March 15, 2024
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SCHEDULE

We understand design schedule is unknown at this time. For budgeting purposes, we have assumed a typical schedule for a project of this size and complexity. General phase durations are as follows:

Schematic Design	2 months
Design Development	3 months
Construction Documents	6 months
Construction Administration	12 months

INFORMATION REQUIREMENTS

- A geotechnical report with recommendations for earthwork, compaction, pavement sections, infiltration, subsurface drainage, and subgrade preparation.
- A utility and topographic survey and base map in AutoCAD format. The survey and base map must meet the requirements of the City of Kirkland.

ASSUMPTIONS AND EXCLUSIONS

- Off-site frontage and street improvements will not be required.
- Domestic water, sanitary sewer, electrical, and communications services were stubbed to the development area during the construction of Fire Station 24. These stubs have adequate capacity to serve the project, and new services will not be required to be pulled from the right-of-way.
- The stormwater detention vault and water quality treatment structure constructed with Fire Station 24 were sized to satisfy current flow control and water quality treatment standards for the new impervious area proposed by the project. New flow control and water quality facilities will not be required.
- The electrical engineer will lead coordination with Puget Sound Energy to determine requirements for electrical service. KPFF will provide horizontal control of conduit routing, if necessary.
- Sizing and design of the propane tank and piping will be by others. KPFF will provide horizontal control of underground pipe routing, if necessary.
- The propane tank will not require a secondary containment system.
- Pump designs, if necessary, will be by the mechanical engineer.
- Above-ground stormwater cisterns will be designed by others with input from KPFF.
- Existing utility mains are available and have adequate capacity to serve the project. Main extensions or upsizing are not included with this proposal.

Diana Brown, SE
March 15, 2024
Page 4

- KPFF will perform up to three turning studies of on-site vehicle circulation. Additional studies, if necessary, may require additional design fee.
- Assembly and submittal of permit packages to the City of Kirkland will be by others. KPFF will assemble and submit permit packages to NUD.
- KPFF will develop the project titleblock and cover sheet. Code compliance information required to appear on the cover sheet will be provided by others.
- The area disturbed by the project will be less than one-acre, therefore submittal of a Notice of Intent to the Department of Ecology will not be required for construction stormwater discharge.
- The modular classroom building shown in the preliminary site layout is not included in the project scope. The project will hold space for the future classroom building and stub utility services as necessary.
- The training facility will be designed to drain to the storm drain system by default, but will include a valved diverter system to route runoff to the sanitary sewer system during training activities. If the diverter system is switch-actuated, the electrical engineer will provide the wiring and switch design.
- Design of a storage tank for re-use of stormwater as fire protection water is not included.
- Structural design of retaining walls will be by the structural engineer.
- Site lighting design will be by the lighting designer.

Diana Brown, SE
March 15, 2024
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FEES

We propose to provide the above services for a **lump-sum fee of \$60,000**, in accordance with the enclosed Terms and Conditions, which are made part of this proposal.

Schematic Design	\$ 15,000
Design Development	15,000
Construction Document	24,000
Construction Administration	<u>6,000</u>
Total	<u>\$ 60,000</u>

We appreciate the opportunity to work with OAC on this project. If this proposal meets your approval, please sign below and return one copy for our files. If you have any questions, please feel free to call me at (206) 622-5822.

Sincerely,



Martin F. Chase, PE
Principal

MFC:bcr

Enclosure

1000999002 - 500

Approved: _____ Date: _____
OAC Services, Inc.

TERMS AND CONDITIONS

KPFF, Inc. ("KPFF") shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

1. Additional Services

Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Client and KPFF.

2. Limitation of Liability

To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$50,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

3. Mediation

All disputes between Client and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any other judicial proceeding.

4. Dispute Handling

KPFF shall make no claim against Client without first providing Client with a written notice of damages and providing Client thirty (30) days to cure before an action is commenced. The Client shall make no claim either directly or in a third-party claim, against KPFF unless the Client has first provided KPFF with a written certification executed by an independent professional currently practicing in the same discipline as KPFF and licensed in the state of the subject project. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to KPFF not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

5. Suspension of Services

If Client fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days written notice to Client. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion.

6. Termination

This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

7. Ownership of Documents

The drawings, calculations and specifications are instruments of service and are, and shall remain, the property of KPFF, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing.

8. Contract Administration

It is understood that KPFF will not provide design and construction review services relating to safety measures of any contractor or subcontractor on the project. Further, it is understood that KPFF will not provide any supervisory services relating to the construction for the project. Any opinions solicited from KPFF relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against KPFF.

9. No Third-Party Beneficiary

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against KPFF or Client.

10. No Assignments

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

11. Payments

KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1 ½ %) for each one month of delinquency (or the maximum allowable by law, whichever is lower).

May 21, 2024

Ms. Diana Brown
OAC Services
2200 First Avenue South
Suite 200
Seattle, WA 98134

Subject: Kirkland Fire Training Facility
Structural Fee Proposal

Dear Diana:

We are pleased to submit this proposal for the structural engineering services related to the Kirkland Fire Training Facility located at the northern section of Fire Station 24. We look forward to working with you on this project.

PROJECT DESCRIPTION

The Kirkland Fire Training Facility is composed of two prefabricated modular structures that simulate a town house and a mixed-use building. These structures will be used as part of the training exercises for the firefighters. Storage containers will also be installed in the same area of the property. Lastly, there is an existing detention vault located in the same area.

We understand that the structural scope will include the design of the foundations for the modular structures. Only the worst-case foundation will be designed and will be applied to both structures. The drawings of the lid of the existing detention vault will be reviewed and we will provide information on its loading capacity based on the drawing documents. Lastly, the storage containers will not require any foundations and will sit on the slab-on-grade.

The modular structures and their anchor bolts to the foundations will be designed by the manufacturer's structural engineer. KPFF will design the modular structure foundation based on the loads provided by the manufacturer.

SCOPE OF WORK

KPFF will perform the structural engineering for the foundations and vault lid, as described above. Our scope includes the following:

- Attend project kick off meeting.
- Attend coordination meetings with the design team. We assume there will be 2 meetings.
- Prepare schematic design, development design and construction/bid documents for the foundations.
- Prepare concrete specifications for the foundations.

Ms. Diana Brown
May 21, 2024
Page 2

- Review existing detention vault lid drawings.
- Respond to permit review comments and revise our drawings as warranted by the comments.
- Our Construction Support Services (CSS) will include the following:
 - Review submittals pertaining to items designed by KPFF.
 - Respond to questions from the contractor. We anticipate there being a field question process that tracks the questions from the contractor and our responses.
 - Visit the site for structural observations prior to pouring concrete for the foundations.
 - Review invoices and change orders for compliance with the general conditions.
- Update our drawings at the end of construction based on information provided by the Contractor and submit these record drawings of our design.

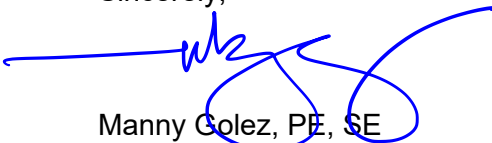
FEE

KPFF will perform the above scope of work for a lump-sum fee as scheduled below:

Schematic Design	\$ 2,700
Design Development	\$ 4,200
Construction Document	\$ 8,100
Construction Support Services	<u>\$ 3,000</u>
Total:	\$ 18,000

Thank you again for requesting this proposal. If you have any questions, please feel free to call me at (206) 622-5822. We look forward to working with you.

Sincerely,



Manny Golez, PE, SE
Associate

10040999002 – 500



May 22, 2024

Diana Brown
2200 1st Ave S, Suite 200
Seattle, WA 98134

Subject: Kirkland Fire Department – Training Facility Rev 1

Thank you for the opportunity to submit our proposal for the subject project. Reference is made to the scope meeting on March 8th 2024 outlining the electrical scope to serve a new fire training facility near the existing Kirkland 24 fire station. The project will provide construction/bid documents as follows:

Permit/Construction Documents

1. One (1) site walk to review scope items and verify existing conditions.
2. Coordination with PSE for new electrical service.
3. Electrical site plan showing new PSE services, connections to new prop equipment, and site lighting.
4. Complete circuited power plans based on prop manufacturer's shop drawings. This includes coordination with prop manufacturer for electrical requirements in the scope of this project's electrical contractor.
5. Lighting Floor plans coordinated with prop manufacturer's shop drawings, as required.
6. One Line Diagram, Panel Schedules Load Summary and other required calculations.
7. Division 26/27 specifications, as required.
8. One Microsoft Teams design team meeting.
9. Deliverables will be at 30% (Schematic Design), 60% (Design Development), and 90% CDs.

Bidding

1. Responses to questions during bidding period.
2. Preparation of addenda as required.

Construction Administration

1. Electrical submittal review for lighting fixtures, lighting controls, and miscellaneous.
2. Preparation of supplemental documentation/clarification as required by OAC for clarification of the documents.
3. Respond to requests for information from the Contractor.
4. One (1) site construction visit for punchlist after substantial completion.
5. Review O&M Manual.
6. Review As-Built drawings.

OAC – Kirkland Fire Training Facility

May 22, 2024

Page 2 of 3

We propose to complete this work for the following fee amounts:

Construction Documents:	
Schematic Design	\$1,280
Design Development	\$1,280
Construction Documents	\$3,660
 Bidding:	 \$1,280
 Construction Administration:	 Hourly @ \$160/hr
	<i>or</i>
	\$4,000
 Total:	 \$11,500

Case Engineering will require AutoCAD backgrounds from OAC/Owner to perform this work.

Additional services and/or design meetings would be on an hourly basis and as directed by OAC Services. Our hourly rate is \$160/hr.

A Case Engineering invoice will be prepared monthly. Purchaser will pay Case Engineering for each Case Engineering Invoice due within 60 days of invoice date. Purchaser will not withhold retention.

Direct expenses associated with travel, deliverables and document reproduction (printing, binding, etc.) will be billed at cost plus 10% for Administration.

The proposal price includes only insurance coverage that is applicable to this scope of work and that Case Engineering currently has in place.

If you have any questions or comments, please call to discuss.

CASE ENGINEERING, P.S.

Sam DeLaughter
Project Manager

Proposal Accepted By: _____ Title: _____

OAC – Kirkland Fire Training Facility

May 22, 2024

Page 3 of 3

Signature: _____ Date: _____

Power Distribution System:

1. Service:
 - a. The new service shall be from PSE.
 - b. The service shall be secondary metered. Meter shall be located on west side of building, outside the main electrical room.
 - c. The new service pad mounted transformer shall be located in a dedicated yard on the property.
 - d. Existing primary conduit was stubbed in during construction of Kirkland 24 fire station and will be extended to new transformer location.
 - e. The serving voltage shall be 208Y/120V. The service capacity is anticipated to be up to 400amps.
 - f. C/T can and service entrance rated panelboard shall be located near the new service transformer.
2. Distribution:
 - a. A new service entrance rated distribution panelboard shall be located near the new service transformer.
 - b. Feeders shall route underground to serve new electrified training props and future office modular building.
 - c. All panels shall be NEMA 3R or NEMA 4X rated for outdoor installation. Equipment shall be mounted on Unistrut rack protected by bollards.
 - d. Surge protection shall be provided at both the service and branch panel levels where required by code.
3. Branch Circuits:
 - a. Branch circuits shall be routed underground in PVC conduit.
 - b. All branch circuits shall be run with a dedicated neutral conductor.
 - c. Branch circuits shall be a minimum of 20 amperes (12 AWG).
 - d. All spaces shall be provided with numerous 20 ampere receptacles to meet the space's power requirements.
 - e. Receptacles installed throughout facility shall be provided with GFCI and a weatherproof while in use cover.
 - f. Receptacles shall be provided where required by code for maintenance purposes and as directed by Owner.

Lighting System:

1. Lighting:
 - a. Lighting scope for this project is anticipated to be minimal.
 - b. Lighting in prop buildings shall be furnished by prop vendor, installed by Contractor.
 - c. New pole-mounted lighting at vehicle parking location for security and convenience.
 - d. The lighting systems should be designed in accordance with the Illumination Engineering Society's recommendations and the 2021 Washington State Nonresidential Energy Code.

- e. Illumination levels in specific areas shall be based on the IES recommended levels. These levels shall be met while maintaining the lighting power density requirements of the current Energy Code.
- f. LED sourced fixtures shall be provided for all fixtures.
- g. A lighting control system, meeting the requirements of the 2021 Washington State Energy Code, shall be provided.
 - ° Exterior lighting shall be controlled by integral photocells built into individual fixtures.

Communications Systems:

1. Telecommunications System:
 - a. There are existing conduit stubs out of Fire Station 24 for communications infrastructure. This can be extended to the location of future modular office building for future use or deferred to a later date.
 - b. No additional telecom, AV, or security system scope.



Diana Brown
OAC

March 19, 2024

Dear Diana,

Thank you for inviting Wiggins Preconstruction Services to join your team on this important project. Below you will find a fee proposal to perform cost estimating services for the **Kirkland Fire Station 24 - Training Facility**. This proposal of **\$9,570** covers 2 separate deliverables as shown.

Estimate Level: Schematic Design (SD)

Scope	Hours	Rate	Ext.
Project Management, Site Visit, & Meetings	4	\$165.00	\$660
Civil / Site Improvements Cost Estimating	14	\$165.00	\$2,310
Misc. Structural Cost Estimating	2	\$165.00	\$330
Mechanical & Plumbing Cost Estimating			None
Electrical Cost Estimating	4	\$165.00	\$660
Estimate Presentation, Adjustments, & Pricing Break Outs	2	\$165.00	\$330
Fee Subtotal:			\$4,290

Estimate Level: Construction Documents (CD)

Scope	Hours	Rate	Ext.
Project Management & Meetings	2	\$165.00	\$330
Civil / Site Improvements Cost Estimating	20	\$165.00	\$3,300
Misc. Structural Cost Estimating	4	\$165.00	\$660
Mechanical & Plumbing Cost Estimating			None
Electrical Cost Estimating	4	\$165.00	\$660
Estimate Presentation, Adjustments, & Pricing Break Outs	2	\$165.00	\$330
Fee Subtotal:			\$5,280
Fee Total*			\$9,570

*Estimating Fees Clarifications

Fees include all expenses.

Fees are for construction cost estimating only. Soft costs estimating is excluded.

Respectfully,

Matt Wiggins

Principal

Wiggins Preconstruction Services

M: 360.870.5100 **E:** mattw@wigginsprecon.com