



## **PROFESSIONAL SERVICES AGREEMENT Houghton Beach Park Improvements Project**

The City of Kirkland, Washington, a municipal corporation ("City") and Schemata Workshop, whose address is 1720 12<sup>th</sup> Ave, Seattle WA ("Consultant"), in consideration of the mutual benefits and conditions set forth below, agree and contract as follows.

### **I. SERVICES BY CONSULTANT**

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, 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 \$119,366.00, as detailed in Attachment B.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### **III. GENERAL ADMINISTRATION AND MANAGEMENT**

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

### **IV. COMPLETION DATE**

The estimated completion date for the Consultant's performance of the services specified in Section I is December 31<sup>st</sup>, 2025.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which

could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

## **V. 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.

## **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 consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, including chapter 42.56 RCW.

The Consultant 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.

## **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**

- 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 claims, injuries, damages, losses, or suits (including reasonable attorney fees) arising out of the Consultant's negligent, wrongful, or tortious acts, errors, or omissions, willful or intentional misconduct or fraud, or breach of any of its obligations in performance of this Agreement, except this obligation of indemnity does not extend to the portion of injuries and damages to the extent caused by the sole or concurrent negligence of the Indemnified Parties. Consultant's defense obligations under this indemnification section are limited to the reimbursement of reasonable defense costs (including attorney and professional fees and expenses) in proportion to liability of the Consultant.
- 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 City, its officers, officials, employees, and volunteers, 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 Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

## **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property 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 or 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.

## **XXI. SEVERABILITY**

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

## **XXII. GOVERNING LAW AND VENUE**

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

## **XX. DISPUTE RESOLUTION**

All claims, counterclaims, disputes, and other matters in question between City and Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such determination.

**XXII. EFFECTIVE DATE**

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

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

CONSULTANT:

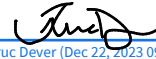
Signature:  \_\_\_\_\_

Printed Name: Geoff Anderson

Title: Principal

Date: Dec 20, 2023

CITY OF KIRKLAND:

Signature:  \_\_\_\_\_  
Truc Dever (Dec 22, 2023 09:34 PST)

Printed Name: Truc Dever

(Type City Staff Name)

Title: Interim Public Works Director

Date: Dec 22, 2023

Signature:  \_\_\_\_\_  
James Lopez (Jan 2, 2024 16:04 PST)

Title: Deputy City Manager

Date: Jan 2, 2024



schemata  
workshop

14 November 2023



Aimee Allcock, EIT  
Capital Project Coordinator  
123 Fifth Avenue  
Kirkland, WA 98033-6189

Cc: Brian Baker, CIP Supervisor, Public Works Department

Re: City of Kirkland Restroom Building Replacements – Houghton Beach

Dear Aimee:

Thank you for inviting Schemata Workshop to lead the effort for Beach Park Restroom Replacement and park improvements projects in Kirkland.

#### Scope of Work Summary

We will design for the replacement of the restroom building at Houghton Beach, along with other associated park improvements. This will include the removal of the existing building for a new structure at a different location. The replacement restroom will be uniquely designed to the specific requirements and needs of Houghton Beach using the standards and specifications established by the City of Kirkland for park restrooms and other park standards.

At Houghton Beach Park, the current scope is to perform a 10% concept design, while beginning to get initial data on the site, such as a survey, geotechnical, and environmental data that could impact feasibility and costs. The current discussion of scope involves demolishing the existing restroom building, located near the water in a grove of trees, and providing a new restroom building at a different location, closer to the road. The Concept design will allow the team to explore various program options, including lifeguard and storage along with the restrooms.

Please see the scope summaries and deliverables described below. Additional information and detail is included on the individual sub-consultants proposal letters attached, to avoid inadvertently creating a conflict or misinterpretation of the scopes of work, particularly for the pass-through services provided for the convenience of the City of Kirkland.

#### Project Management

- **Weekly remote meetings/ check-ins** with City staff to ensure that the project stays on schedule. Schemata will participate in weekly video conferences, and/or telephone calls for the purpose of keeping the project team apprised of the project schedule and discussing impending items. Consultant partners may participate in these meetings depending on the agenda and availability. These meetings may be combined with other meetings, such as the kick-off meeting, site visits, and design review meetings.
- **Develop and maintain project schedule.** Schemata will prepare and keep updated a project schedule that documents the progress made on the project from contract authorization through design completion.
- **Manage the project team coordination.** Schemata Workshop will serve as the primary point of contact for the project, with the responsibility of keeping the city staff, as well as our design and engineering consultant team, up to date. This includes managing project tasks and schedules, communicating and tracking key decisions, and more.
- **Kick-Off Meeting.** Schemata will participate in (1) kick-off meeting with the City staff at Notice to Proceed. This meeting can be combined with a site visit or a virtual meeting. The purpose of the meeting will be to document

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the chain of command, communication and coordination protocols, schedule review, outline the scope and programs, and identify any initial issues or concerns to be addressed.

- **Monthly project invoicing.** Consultant staff will prepare a monthly billing statement that identifies the contract scope that has been completed to date per subtask, and the percentage of the budget that has been expended to date by subtask.
- **Deliverables:**
  - Project Schedule (Schemata – included w/proposal)
  - Participation in Meetings, meeting minutes (Schemata)
  - Set-up and Management of ShareFile site for project coordination (Schemata)
  - Monthly invoices at the beginning of each month (Schemata & others as necessary)

## Concept Design (10%) and Site Investigations and Analysis

This phase will provide key background information and the opportunity to explore the program. This also provides for key field explorations, such as surveying, and initial geotechnical and environmental investigations as needed.

- **Site Research.** Working with the City staff, we will collect and review all available historical documentation at the site. This includes any past record drawings, surveys, geotechnical data, environmental reports, and even if there has been prior community engagement.

At Houghton Beach Park, there is a known history of contamination from pilons related to the history of use at the site. After discussing this with the City of Kirkland contact, it is understood that this knowledge is very limited, with no documentation available. The statement provided is that “we have a narrow view of benzene contamination history from pile disturbance from a dock that used to exist directly offshore from the existing restroom, with reason to believe benzene is in this area and south of this area.”

- **Site Visits.** There is no better way to understand the site than to see it in-person. We propose to visit the site with City staff and our entire team, as available. We can walk the grounds together pointing out various site features, identify aspects of the site that could impact design, and hear firsthand about the site context and features.

At Houghton Beach Park, where it is located at the shoreline, this will afford a good opportunity for us to look at the shoreline management and planning regulations in context of the site.

- **Environmental Assessment.** For Houghton Beach Park, our environmental consultant shall review the historical documentation (Phase 1 ESA) followed by a subsurface investigation of the site. They will include two locations for investigation and reporting. See the statement above under Site Research regarding known contamination at Houghton Beach.  
The Environmental Assessment shall be provided under the Master Contract solely as a convenience to the City of Kirkland. This is a pass-through service.

- **Survey.** In order to prepare preliminary layouts for concept designs, including understanding the site boundaries, setbacks, easements, utilities, etc., we will need to have current surveys of the park site at the assumed location for the replacement building. Surveys shall be provided under the Master Contract solely as a convenience to the City of Kirkland. This is a pass-through service. See additional information described in AHBL’s survey scope.

At Houghton Beach Park, the survey area shall include the shoreline and extended to include the upland area assumed for the new location of the restroom building. The survey should also include marking any shoreline buffers flagged by the environmental consultants prior to the start of surveying work. The specific boundary will be verified at the kick-off site visit. Once the preliminary area has been identified, the city can help review this scope before survey or boring begins.

- **Geotechnical Engineering Analysis.** At Houghton Beach Park there shall be two boring locations for this work. One at the existing building location and one at the proposed new building location. The geotechnical report shall identify subsurface soil and shallow groundwater conditions, and recommendations for site preparations and

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foundation related construction. Please see the additional detailed information provided by Associated Earth Sciences regarding the geotechnical engineering scope.

Based on a knowledge of the Houghton Beach site, our team will receive and review record documentation from the City of Kirkland on prior clean-up work at Houghton Beach Park.

Geotechnical shall be provided under the Master Contract solely as a convenience to the City of Kirkland. This is a pass-through service.

- **Programming and Concept Designs.** This phase will include a concept site plan (location map) as well as a building concept plan for the replacement restroom buildings at Houghton Beach Parks. Our team will test fit the stated program and finesse it as necessary to conform to site conditions and/or evolving discussions with the stakeholders. We will use our Building Information Model to export concept visuals for the design massing. The following is the current assumptions of the program:

## Houghton Beach Park Improvements

150 SF lifeguard, windows facing shoreline for sightline

150 SF vendor area, water & sink, ideally facing shoreline

Increase toilet capacity to 132nd Sq Park setup.

- 2 stalls in women's restroom
- 1 stall and 1 urinal in men's restroom
- 2 non-gendered restrooms
- Maintenance chase way with 40 SF storage space for restroom supplies

Tie-in paths to existing grades – stairs/ramps

- Includes ADA access to restrooms from street grade

Assume three concepts with estimates.

- Replace existing facilities near shoreline (SF footprint like the existing building)
- Larger restroom/lifeguard/vendor building near shoreline
- Larger restroom/lifeguard/vendor building near road

- **Conceptual Cost Estimate.** Based on the concept design that is developed as the preferred option, the team will work with our cost estimator to prepare a conceptual estimate of probable construction costs for the project, including removal of the existing building, restoring the site, sitework cost, and the new restroom building per the program described below.
- **Outreach Event.** Schemata Workshop will participate in one (1) outreach event and help with providing materials for any presentations required, including providing imagery for boards or PowerPoint presentations.
- **Deliverables:**
  - Technical Memoranda and Geotechnical Report documenting results of field testing and analysis, parameters for foundation design for light standard foundations and structural elements, and recommendations related to any soil contamination identified. (AESI)
  - Topographic survey & GIS data. (AHBL)
  - Environmental Testing & Soil Contamination Report. (Farallon)
  - Programming Document
  - 10% Concept Design Drawings & Visuals. This includes:
    - Site Plan / Location Map (Schemata Workshop w/AHBL civil and landscape)

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- Building Concept Plans/Model (Schemata)
- MEP Concept System diagram layouts. (GDM & Cross)
- Concept Cost Estimate (DCW)
- Participation in one outreach event.

## Additional Design

The scope beyond 10% Concept Design shall be finalized based on the findings and determination of a preferred design option. At that time, we can prepare a description for further scope of work and a proposal to execute the design and engineering for the remaining phases of design through construction documents.

## Schedule

Please see the attached draft schedule. Confirming this schedule expectation with the City and Parks can help refine that more specifically, particularly as the project proceeds beyond the 10% concept design.

## Design Fee

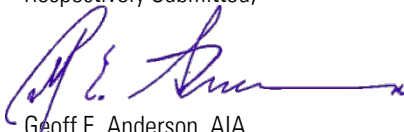
We propose a Fixed Fee as follows based on the scope items described above.

### **Houghton Beach Park Improvements**

Concept Design (10%)	\$37,662
<b>TOTAL BASE FEE</b>	<b>\$37,662</b>
Additional Consulting Services for the convenience of the City of Kirkland	
Surveying	\$25,080
Geotechnical Engineering	\$11,880
Environmental Consulting	\$41,744
<b>TOTAL ADDITIONAL SERVICES FEE</b>	<b>\$78,704</b>
Expenses	<b>\$3,000</b>
<b>GRAND TOTAL</b>	<b>\$119,366</b>

Thank you again for inviting us to be part of these restroom replacement projects.

Respectively Submitted,



Geoff E. Anderson, AIA  
Principal, Schemata Workshop



October 30, 2023

**REVISED**

Geoff E. Anderson, AIA  
Schemata Workshop, Inc.  
1720 12th Ave  
Seattle, WA 98122

Project: Houghton Beach Park Restroom Replacement  
AHBL No. 2230409.10/.20/.30/.40/.50  
Subject: Revised Proposal for Civil and Structural Engineering, Land Use Planning,  
Landscape Architecture, and Land Surveying Services

*Civil Engineers*

*Structural Engineers*

*Landscape Architects*

Dear Geoff:

*Community Planners*

Thank you for the opportunity to submit this revised proposal for civil and structural engineering, land use planning, landscape architecture, and land surveying services for the Houghton Beach Park Restroom Replacement project. We understand that the project includes construction of a new restroom building at Houghton Beach Park located at 5811 Lake Washington Boulevard in Kirkland, Washington. Additionally, we understand that the site is already occupied with an existing restroom building, which will be demolished and removed as part of this project. The design will only progress to a 10% design submittal. Our scope of services is listed below.

*Land Surveyors*

*Neighbors*

***Civil Engineering – 2230409.10***

Overarching assumptions guiding our scope include the following:

- Improvements will include a new domestic water service for the site.
- Existing sanitary sewer service may be reused for the site.
- Existing utility mains surrounding the site have adequate capacity and will not require reconstruction of water, sewer, or storm main.
- Road improvements to be limited to a pavement patch for connection of one water service and a half-street overlay limited to the patch location.
- Site improvements will result in more than 5,000 square feet of new plus replaced impervious surface and will require a full stormwater review at the permitting phase. We understand the site is in a Level 1 flow control area and is a direct discharge area. Therefore, the project is flow control exempt. The project will be required to provide stormwater quality improvements if more than 5,000 square feet of new plus replaced impervious surfaces are created.

Our specific scope of services is listed below.

**TACOMA**

2215 North 30th Street

Suite 300

Tacoma, WA 98403-3350

253.383.2422 TEL

[www.ahbl.com](http://www.ahbl.com)



### Civil Engineering Design (10%)

1. Prepare a base map for engineering drawings using an architectural site plan furnished by you, topographic survey, and record drawings.
2. Prepare plans for a site grading plan.
3. Prepare plans for a storm drainage plan. This scope of work includes a design to meet the 2021 King County *Surface Water Design Manual (KCSWDM)*, as adopted by City of Kirkland and amended by the City of Kirkland Addendum to the 2021 *KCSWDM*. No Technical Information Report (TIR) will be prepared at this time. This plan will address:
  - a. Onsite stormwater runoff collection.
  - b. Exemption from flow control and treatment requirements.
4. Prepare plans for an onsite gravity sanitary sewer service.
5. Prepare an onsite surfacing plan including site walkways and maintenance access.
6. Prepare plans for an onsite domestic water system.
7. Coordinate with you, the design consultants, and the owner during design, and attend design meetings.
8. Prepare an opinion of probable costs.

**Note:** Full design, permitting, bid, and construction phase services are excluded from our current civil scope of work. This scope will be added in the future as a contract amendment.

### ***Structural Engineering – 2230409.20***

The structural scope of work involves the preliminary design of a new restroom structure, which will be a one-story structure approximately 600 square feet to 1,000 square feet in size. The structure will likely consist of a wood-framed roof over masonry or concrete walls. We assume that the structure will be supported on conventional shallow foundations. The design will be developed to 10% design.

### Structural Engineering Design (10%)

1. Coordinate with Schemata Workshop, as well as civil and MEP consultants.
2. Prepare preliminary concept drawings of the proposed restroom structure.
3. Review cost estimates prepared by others.

**Note:** Permitting, bidding support services and construction phase services are excluded from our current structural scope of work. This scope will be added in the future as a contract amendment.



### ***Land Use Planning – 2230409.30***

#### Land Use Analysis

Overarching Project Assumption:

- Shoreline Permits and SEPA Review would occur at 30% design, which is outside the scope of this proposal.
1. Research applicable City of Kirkland shoreline management program regulations. Prepare a “cheat sheet” for the team’s use during the site plan preparation phase.
  2. Assumes two project meetings/conference calls with the project team through the initial design phase.

### ***Landscape Architecture – 2230409.40***

Overarching project assumptions and understanding of scope:

- We understand that our scope is limited to:
  - Planting at code required areas around the site including:
    - Lawn restoration at area disturbed by construction work.
- We will address in Preliminary Design:
  - Planting design and documentation.
- Submittals to be included:
  - 10%/Preliminary Design Set.
- We will coordinate with the civil engineer for revised paving locations associated with the restrooms for their layout and documentation.

Our detailed scope for related phases of work is listed below.

#### Landscape Design (10%)

1. Research applicable codes to determine specific requirements for overall site planting requirements.
2. Preliminary Design Process:
  - a. Prepare plans for submittal, including:
    - Preliminary planting plan.
  - b. Review Preliminary Design submittal with client and project team.
3. Attend online project meetings/conference calls:
  - a. Client meetings - assuming one per phase.
  - b. Consultant meetings - assuming two per phase.

**Note:** Permitting, bidding support services and construction phase services are excluded from our current landscape architecture scope of work. This scope will be added in the future as a contract amendment.



## ***Land Surveying – 2230409.50***

### **Boundary and Topographic Survey**

1. Research public record for survey monumentation and other information needed to define parcel boundaries and place the project onto horizontal and vertical datum. Datum shall be Washington State Plane Coordinate System, North Zone (NAD 83-2011) and NAVD for vertical unless otherwise specified. Set no less than two project benchmarks for future use.
2. Field survey to locate monumentation necessary to define boundary and tie into jurisdictional horizontal and vertical datum. Property corners will not be set under this proposal.
3. Coordinate with private utility locate service to mark the positions of detectable underground utility lines. The cost of this service (\$2,800) is included in the fee listed for this task below.
4. Topographic survey of King County Tax Parcel Nos. 1725059051 and 0825059034 and adjacent roadway totaling approximately 5 acres. Survey will locate buildings, finish floor elevations, asphalt, concrete, curb, gutter, walks, parking, utilities, play equipment, trees, edge of water, ordinary high water line (if marked), slopes, stairs, and all other improvements within the survey area. Survey will include full width of Lake Washington Boulevard adjacent and will contain sufficient ground shots to produce ground contours at 1-foot intervals.
5. Prepare topographic survey base map that accurately depicts boundary, easements affecting parcels (if title report is provided), improvements and ground contours at 1-foot intervals. Survey base map will be provided to project team in AutoCAD Civil 3D and PDF formats.

### ***Reimbursable Expenses***

Reimbursable expenses such as mileage and reprographics. This scope of work will be billed on a time and expense basis, with an estimate provided below.

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### ***Optional Landscape Architecture Services***

#### **Arborist Services**

1. Site visit to assess and document condition of existing trees.
2. Prepare Arborist Report that meets City of Kirkland guidelines and municipal code requirements. Items to be included:
  - Condition.
  - Health and viability.
  - Recommendation for retention or replacement.
3. Coordinate Arborist Report requirements with Tree Protection Plan for existing trees to be retained.





### ***Billing Summary***

<u>Item</u>	<u>Description</u>	<u>Amount</u>
<b>Civil Engineering - 2230409.10</b>		
Items 1-8	Civil Engineering Design (10%)	\$4,000
<b>Structural Engineering - 2230409.20</b>		
Items 1-3	Structural Engineering Design (10%)	\$1,500
<b>Land Use Planning - 2230409.30</b>		
Items 1-2	Land Use Analysis	\$2,000
<b>Landscape Architecture - 2230409.40</b>		
Items 1-3	Landscape Design (10%)	\$3,500
<b>Land Surveying - 2230409.50</b>		
Items 1-5	Boundary and Topographic Survey	\$22,800
<b>Reimbursable Expenses (T&amp;E est.)</b>		\$1,300
<b>GRAND TOTAL</b>		<b>\$35,100</b>

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### **Optional Landscape Architecture Services**

Items 1-3	Arborist Services	\$1,548
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### **Exclusions**

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Professional services of subconsultants, e.g., geotechnical and traffic engineers, or wetlands, wildlife, and other specialists, if required by the review agency.
- b) Preparation, submittal, or securing of permits including, but not limited to:
  - 1) National Pollutant Discharge Elimination Systems Baseline General Permits or the associated Notice of Intent from the Department of Ecology for stormwater discharge to surface waters.
  - 2) Hydraulic Permit Applications from the Washington State Department of Fish and Wildlife for work in stream buffers or floodplain areas.



- c) Preparation, submittal, or securing of extensions or renewals for expiring or expired applications or permits. Monitoring of applications or permit expiration dates is the responsibility of others.
- d) Expanded environmental checklist or environmental impact statement.
- e) Costs associated with the excavation of soils logs for the evaluation of onsite soils.
- f) Offsite improvements.
- g) Costs associated with reconsiderations of agency decisions.
- h) Costs associated with preparing and filing variances, etc.
- i) Costs associated with the publication of legal notices in the newspaper.
- j) Costs associated with the preparation and installation of public notice signs.
- k) Costs associated with title reports or other legal documents.
- l) Costs associated with substantial redesign after preparation of design development drawings.
- m) Preparation of maintenance manuals, reports, or certification testing of installed improvements.
- n) Additional inspections that are a result of contractor non-compliance to the plans or specifications.
- o) Full design, permitting, bidding support, and construction phase services are excluded from our current scope of work. This scope will be added in the future as a contract amendment.
- p) Design of a non-conventional foundation system.
- q) Structural engineering associated with contractor's erection means, methods, and sequences.
- r) Design of temporary shoring associated with foundation excavation. We can provide structural engineering services associated with temporary excavation shoring for an additional fee.
- s) Design of any site features, such as retaining walls, landscape seat walls, landscape trellis structures, artwork foundations, stormwater detention vaults, etc. If you would like any structural engineering services associated with the design of site features, we would be happy to provide these services for an additional fee.
- t) Mechanical or electrical services, and fire protection services.
- u) Except as noted in the scope of work, development of an opinion of probable construction costs.
- v) Except as noted in the scope of work, preparation of record drawings at the end of construction, together with a Letter of Completion, if required by the lead agency.
- w) Dividing the design work into more than one phase of work.
- x) Design of septic system.

Although we do assist the owner during the construction process, this proposal is for design services only and in no way implies we are construction managers.

Geoff E. Anderson, AIA  
October 30, 2023  
2230409.10/.20/.30/.40/.50  
Page 7



If you find this proposal acceptable, please sign and return a copy of the enclosed contract to our office. We will return a copy of this contract to you after we have signed it. Our receipt of the signed contract will be our notification to proceed.

If you have any questions, please call me at (253) 383-2422.

Sincerely,

Adam C. Braun, PE  
Project Manager

ACB/lsk

Enclosure

c: Bill Fierst, Drew McEachern, Josh Kubitz, Craig Skipton, Kristin Kildall, Scean Ripley,  
Dave Follansbee, Accounting – AHBL

Q:\2023\2230409\Proposals\_Contracts\Finals\20231030 Pro (HB) (REV) 2230409.10.20.30.40.50.docx



**GDM OF OREGON, INC.**  
*A Service-Disabled Veteran Owned Small Business*



October 24, 2023

Mr. Geoff Anderson  
 Schemata Workshop, Inc.  
 1720 12th Avenue  
 Seattle WA 98122

**Subject: Kirkland Parks Restrooms –Houghton Park**

Dear Mr. Anderson:

We are pleased to present you with this proposal for engineering services on the Kirkland Parks Restrooms – Houghton Park project.

GDM work scope will include:

- Design of plumbing systems for the restroom buildings, including domestic water (cold water, hot water, and recirculating), sanitary sewer/waste, sanitary vent, and rainleader/storm piping systems.
- Design of HVAC systems for the restroom buildings, including ventilation and conditioning (heating) systems.
- Attend a kickoff site visit/meeting with the design team at each project site.
- Provide drawings for each restroom facility at the milestones indicated below.
- Provide specifications for each restroom facility at the milestones indicated below.
- Provide cost opinions for each restroom facility at the milestones indicated below.
- Provide supporting documentation for permit submittals, including calculations and mechanical permit forms, as well as mechanical/HVAC energy code forms.

The following is included in this fee proposal for each project site:

**Deliverables**

1. 10% Concept Design
  - a. Concept plan markups/input

**Meetings/Site Visits**

1. 10% Concept Design
  - a. (1) Kickoff site visit
  - b. Web/phone meetings as required

**Hourly Rates:**

Principal	\$175.00/hr
Fire Protection Engineer	\$170.00/hr
Project Manager	\$165.00/hr
FAA part 107 Drone Operator	\$165.00/hr
RCDD	\$150.00/hr
Engineer	\$150.00/hr
Designer	\$110.00/hr

1584 McNeil, Ste #200, DuPont, WA 98327

Ph: 360.318.7095

<http://www.gdm-ae.com/>

Page 1 of 4



**GDM OF OREGON, INC.**  
*A Service-Disabled Veteran Owned Small Business*



CAD Operators  
 Administrative

\$90.00/hr  
 \$75.00/hr

Expense Rates (billed at cost +10%):

Mileage

\$0.655/mile

We have made the following assumptions in the preparation of this fee proposal:

1. Submittal Delivery: PDF/electronic for all submittals
  - a. Hard copies beyond those listed above will be provided upon request as an additional service.
2. All permitting fees will be paid by others.
3. Reprographics for permit submittal(s) will be provided by others.
4. Delivery of submittals to permitting agencies will be made by others.
  - a. Electronic delivery of permit documents to permitting agencies (where this is an option) will be provided free of charge.
5. All mechanical work is limited to within five (5) feet of the building.
6. Support of mechanical equipment will be included generically in the plans and specifications. Structural or seismic calculations for equipment and component supports, and detailed design of supports, bracing, and attachments, are not included in this proposal.
7. HVAC load calculations include the initial calculation and up to (1) major revision. Additional major revisions to load calculations will be provided as an extra service.
8. Specifications will be CSI standard, formatted to match Owner or Architect project manual. WS-DOT or similar specification standards/formats will not be required.

The following are additional scope items, excluded from this fee proposal:

1. Design phase services beyond Concept Phase.
2. Bid phase services.
3. Construction phase services.
4. Construction closeout services.
5. Mechanical and/or plumbing work beyond 5 feet of the building footprint.
6. Alternative cost studies.
7. Detailed phasing studies and/or phasing plans.
8. Detailed energy analysis.
9. Architectural envelope calculations for Washington State Residential or Non-Residential Energy Code, including preparation/completion of related forms. It is assumed that Schemata Workshop will provide architectural/envelope energy code forms for the project.
10. Lifecycle cost studies.
11. LEED or similar energy efficiency rating systems compliance & documentation.
12. Division 0/1 specifications writing or editing.
13. Compiling complete specifications manual including divisions 0/1.
14. Value engineering and implementation of value engineering into ongoing renderings, presentations, models, or documentation sets.
15. Separated bid packages (including but not limited to providing separate sets of documents to support early bids for specific equipment, etc.).
16. Professional liability insurance over \$2,000,000 aggregate (\$1,000,000 per claim).



**GDM OF OREGON, INC.**  
*A Service-Disabled Veteran Owned Small Business*



17. Travel and per diem when outside the general Puget Sound area.
18. Renderings/presentations/models or similar graphics.
19. Participation in constructability review and implementation processes.
20. Commissioning and commissioning support.
21. Architectural design.
22. Civil engineering.
23. Electrical engineering.
24. Structural engineering.
25. Fire sprinkler system engineering or specifications.
26. Acoustic analysis.
27. Reprographics (full size prints of drawings larger than 17x11").
28. Drone operations or delivery of drone photos, video, mapping, or photogrammetry.

All work scope not explicitly listed in this proposal is assumed to be excluded.

Our fee to provide the services described above is listed below:

Concept Design	\$3,380.00
30% Design	\$0.00
60% Design	\$0.00
90% Design/Permitting	\$0.00
100% Design	\$0.00
<b>TOTAL</b>	<b>\$3,380.00</b>

The following additional services may be provided at the client's discretion:

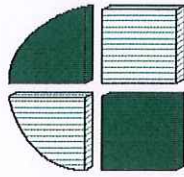
Additional site visit (including travel, mileage, 1 person, 1-2 hours on site)	\$920.00
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A fee summary is attached. Additional services will be provided upon request on a time & expense basis per the above hourly rate schedule, or as negotiated prior to starting the extra service work scope(s).

Please contact me with any questions. Thank you for requesting our services, and we look forward to working with you on this project!

Regards,

Jesse Barksdale, LEED-AP, CPD  
 Mechanical Project Manager



## CROSS ENGINEERS, INC.

October 24, 2023

Schemata Workshop  
Attn: Geoff Anderson  
1720 12<sup>th</sup> Avenue  
Seattle, WA 98122

**Re: Houghton Restroom Buildings – Electrical Design Proposal**

Mr. Anderson:

We welcome the opportunity to offer our engineering services for your consideration on Houghton restroom building. We understand the scope to be as follows:

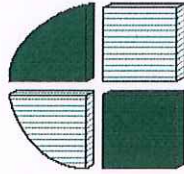
**Design Scope:**

- Visit the site to review existing conditions. Determine proposed Utility connection point for coordination with Utility.
- Prepare a 10% sketch with proposed electrical service location and proposed lighting for the space with a 10% cost estimate.

**Exclusions:**

- 30%, 60%, 90%, and 100% electrical drawings, specifications and cost estimates.
- Construction administration (i.e. Submittal & Shop drawing reviews, construction meetings, and electrical punch lists)
- BIM 3D Modeling of electrical
- BIM Conflict Resolution Coordination
- Arc flash labeling, and coordination study of existing electrical system
- Writing commissioning procedures or participation during commissioning of systems
- Data and communications systems
- AutoCAD drafting of contractor red-line record drawings.
- Pursuit of utility incentives
- LEED Documentation
- LEED Charrette participation
- Life cycle cost analysis
- Response to Value Engineering comments.
- Response to Constructability Review comments.
- CAD drawings with electronic posted addendum
- Electrical design related to fire pump requirements.
- Electrical sub-metering of building
- Assisting owner with grant requests related to electrical equipment.
- Additional construction administration (weekly construction meetings)
- Standby Generator Design
- Design of City Street Lighting Improvements.





## CROSS ENGINEERS, INC.

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**Design Fee:** \$2,000.00

**Houghton Beach Park**

10% Sketch & Estimate

\$2,000.00

Billing will occur monthly on a percentage complete basis.

Please contact my office if there are additional workscope items or questions. Our office has staff available to assign to this project upon your notice to proceed.

Sincerely,

Brice Anderson  
Cross Engineers

**Notice to Proceed**

By providing the signature below ***Schemata Workshop*** acknowledges this fee proposal and directs Cross Engineers to proceed with consulting as outlined herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



August 28, 2023

Geoff Anderson  
**Schemata Workshop, Inc.**  
1720 12th Ave  
Seattle, WA 98122

**RE: Restroom Building Replacement: Houghton Beach Park**

**FP-WA-2023-0147b**

Dear Geoff Anderson,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees, and contract terms, please sign as indicated, retain a copy, and return the signed copy.

Sincerely,



Trish Drew, CPE, LEED AP  
Managing Director

**SCHEDULE 1****DCW COST MANAGEMENT, LLC's Basic Services****Project Description:**

We understand that the project comprises cost planning for the Restroom Building Replacement: Houghton Beach Park located at 5811 Lake Washington Blvd NE, Kirkland, WA 98033. The cost study scope of work includes costing the design documents and accompanying narratives and specifications.

The intended design package consists of the replacement of an existing restroom building. The current structure has reached the end of its useful life and will require demolition and redevelopment in the same general location.

The current restroom is ~1,050 SF and contains a men's and women's restroom. The existing facilities near the shoreline need to be replaced, including the lifeguard and vendor building (both 150 SF) and the toilet capacity will be increased with improved ADA access. A maintenance chaseway with 40 SF of storage space for restroom supplies will be incorporated as well.

**Detailed Scope of Work:****Houghton Beach Park****Task 1b 10% Design**

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II component format.
- This stage includes a maximum of five alternates.
- Prepare a single revision to the opinion of probable construction cost after review and commentary by the team. Further revision requests are not included and may require additional fee.
- Up to three team and client meetings are included during this phase.

August 28, 2023

**SCHEDULE 2**  
**Fee Schedule**

**Fee Breakdown**

	HRS	RATE	SUM
Task 1 10% Design	24	\$170	\$4,080.00
<b>SUM Total</b>	<b>24</b>		<b>\$4,080.00</b>

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$4,080**.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications, and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

(end of page)



a s s o c i a t e d  
e a r t h s c i e n c e s  
i n c o r p o r a t e d

July 17, 2023;  
Revised October 25, 2023  
Project No. 20230223E001

**CONTRACT AGREEMENT TO ENGAGE THE SERVICES OF  
ASSOCIATED EARTH SCIENCES, INC.  
AS A CONSULTANT AND ADVISOR**

**This agreement has been entered into at**

Associated Earth Sciences, Inc.  
911 5<sup>th</sup> Avenue  
Kirkland, Washington 98033

**on this 25<sup>th</sup> day of October 2023 between**

**Client:** Schemata Workshop, Inc.  
1720 12<sup>th</sup> Avenue  
Seattle, Washington 98122

**Attention:** Geoff E. Anderson

**Subject:** Proposal for Geotechnical Engineering Report  
Houghton Beach Park Restroom Replacement  
5811 Lake Washington Blvd NE  
Kirkland, Washington

**hereinafter referred to as "Client," and Associated Earth Sciences, Inc. (AESI), hereinafter referred to as "Geotechnical Consultant," for mutual consideration as hereinafter set forth:**

**1.0 The description and location of the project on which the Client contracts the Geotechnical Consultant's services are:**

The subject site includes the existing Houghton Beach Park located at 5811 Lake Washington Blvd NE in Kirkland, Washington (King County Parcel No. 1725059051). We understand that the current plan includes the replacement of the existing restroom structure with a new structure, likely to the east of the existing building footprint. We have been requested to explore the subsurface conditions in the vicinity of the proposed improvements to provide geotechnical recommendations for the planned project.

**2.0 Geotechnical Consultant agrees to provide the following services:**

The purpose of our work will be to perform a subsurface exploration, geotechnical engineering, and geologic hazards study to evaluate subsurface soil and shallow groundwater conditions for the proposed development. Our proposed scope of work consists of the following:

1. Completing two subsurface exploration borings at the subject site using a driller subcontracted to our firm. Per City of Kirkland request, one boring will be in the vicinity of the existing restroom structure, and the second boring will be at the location of the proposed structure. The borings will be completed using hand-portable drilling equipment to depths of approximately 10 to 25 feet below existing site grade. Soil samples will be collected from the explorations and returned to our laboratory for further classification and testing, as appropriate.
2. Reviewing the City of Kirkland *Critical Areas Ordinance* and how it relates to site development.
3. Based on our findings, we will complete a report that describes and presents the following:
  - A) Project and site description, including a site plan showing the approximate exploration locations.
  - B) Subsurface soil and shallow groundwater conditions, including interpretive logs of our explorations with depth to shallow groundwater.
  - C) Our geotechnical engineering recommendations regarding the following:
    - Site preparation and grading
    - Temporary cut slopes
    - Depth to suitable foundation bearing
    - Allowable foundation soil bearing pressures
    - Types of suitable foundations, including deep foundations (piles), if needed
    - Geologic hazard mitigation
    - Structural fill placement and compaction
    - Slabs-on-grade
    - Site drainage
    - Erosion control
  - D) Our conclusions and geotechnical engineering recommendations regarding the feasibility of the project and the suitability of the site for the proposed construction.

**3.0 Client confirms that the Geotechnical Consultant has explained the full range of services it offers and the manner in which these services could be applied to this project. Client also confirms that they understand the value and benefit of these services and have of their own**

accord decided upon those identified in paragraph 2.0 above. Client agrees to hold the Geotechnical Consultant harmless for claims of any kind that may arise from any source due to the Geotechnical Consultant's failure to provide services that Client has specifically not included in the list of services identified in paragraph 2.0 above. Client further agrees to indemnify the Geotechnical Consultant for the cost of defending any such claims and any awards or settlements resulting therefrom.

**4.0** The Client accepts that all services are provided in accordance with the attached Schedule of Charges, which is made a part of this contract by reference. Client further agrees to compensate the Geotechnical Consultant for their services, and to reimburse the Geotechnical Consultant for expenses incurred on Client's behalf as follows:

Subcontracted Driller.....	\$3,500
Utility Locate Field Visit .....	\$500
AESI Field Documentation .....	\$1,500
Private Utility Locate .....	\$300
Office Engineering and Report Preparation.....	\$5,000
<b>Estimated Total Cost .....</b>	<b>\$10,800</b>

**Your signature below will provide acceptance of this services agreement, authorizing us to proceed.**

AESI will notify the one-call utility service to locate public underground utilities situated within public rights-of-way. The property owner is responsible for locating or notifying AESI of the locations of private utilities on the property. AESI will not be responsible for damage to buried utilities that are unmarked at the time of our work. AESI will also retain a private locate service to sweep the exploration locations prior to drilling, but AESI will not be responsible for damage to buried utilities that are unmarked or unlocatable (non-metallic) at the time of our work.

Some disturbance to the site should be expected. The above-proposed budget does not include cost for site restoration. AESI will backfill all explorations prior to leaving the site.

#### **Excluded Items**

Our proposed scope of work for this evaluation does not include the following items. However, these items could be added as part of an expanded scope or future scope upon request.

- Stormwater infiltration feasibility analysis and design recommendations are not included. The scope of work included in this proposal would be sufficient to provide a preliminary opinion regarding stormwater infiltration feasibility. If stormwater infiltration is desired and is pursued, additional tasks not included in this proposal are warranted.
- Additional geotechnical engineering recommendations.


- Environmental sampling and testing for possible contamination.
- Groundwater mounding analysis.
- Geotechnical plan reviews and review letter preparation.
- Construction monitoring and soil testing.

Additional geotechnical consulting, plan review, report preparation, testing beyond the proposed scope of work, or project meetings will be performed on a time and materials basis in accordance with our current Schedule of Charges, a copy of which is attached.

**If unusual or unanticipated conditions are encountered that will involve additional costs, we will immediately notify you to discuss modification of the study. Additional authorized services will be provided as outlined on the Schedule of Charges.**

**5.0 The person signing this contract for a business entity attests that they are empowered to act on behalf of the business and agree to the Schedule of Charges attached to this letter. If this agreement meets with your approval, please sign in the space provided below and send one copy or a subconsultant agreement, to our Kirkland office address: AESI, 911 5<sup>th</sup> Avenue, Kirkland, Washington 98033, to serve as formal authorization to proceed.**

**The undersigned has reviewed and accepts the attached Schedule of Charges.**



**ASSOCIATED EARTH SCIENCES, INC.**  
**Kirkland, Washington**  
 Bruce L. Blyton, P.E.  
 Senior Principal Engineer

\_\_\_\_\_  
 Client Date  
 Authorized Representative Signature

\_\_\_\_\_  
 Client (please print name)

**Attachment: Schedule of Charges**

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AESI offers paperless invoicing as an emailed PDF document to your accounts payable department/representative. By providing an email address, you will receive emailed PDF versions of your invoices (no copies will be mailed).

Please provide the appropriate email billing address here:



November 14, 2023

Geoff Anderson  
Schemata Workshop, Inc.  
1720 12<sup>th</sup> Avenue  
Seattle, Washington 98122

**RE: SCOPE OF WORK FOR PRELIMINARY ENVIRONMENTAL CONSULTING SERVICES  
DORIS COOPER HOUGHTON BEACH PARK  
5811 LAKE WASHINGTON BOULEVARD NORTHEAST  
KIRKLAND, WASHINGTON  
FARALLON PN: 3127-001**

Dear Geoff Anderson:

Farallon Consulting, L.L.C. (Farallon) has prepared this letter to present a scope of work and cost estimate to provide preliminary environmental consulting services to support the City of Kirkland's (City's) plans to relocate restrooms at the Doris Cooper Houghton Beach Park at 5811 Lake Washington Boulevard Northeast in Kirkland, Washington (herein referred to as the Site). At the request of the City, Farallon will work as a subcontractor to Schemata Workshop, Inc. (Client), who is providing architectural and project management services on the project. This letter presents a brief description of Farallon's understanding of the work, a discussion of the scope of work to be completed, and the cost estimate and schedule to conduct the work.

## **BACKGROUND**

The Site consists of King County Parcel No. 172505-9051, which totals 7.98 acres including a 910-square-foot block restroom building that was constructed in 1972; and King County Parcel No. 082505-9034, which totals 1.6 acres of land including a volleyball court. The Site is occupied by the City of Kirkland's Doris Cooper Houghton Beach Park. Farallon was not provided with previous environmental investigations completed for the Site at the time of this proposal.

The public restrooms are situated in the central portion of the Doris Cooper Houghton Beach Park along the east-adjacent shoreline of Lake Washington. Based on anecdotal information supplied by the City of Kirkland, Farallon understands that benzene contamination associated with a nearby historical shoreline dock may have impacted subsurface media near the restroom. Additional information regarding the historical benzene release was not made available to Farallon at this time.





It is Farallon's understanding that the existing restroom building will be demolished in order to build a new restroom, and that the City has requested "... [A] consultant to perform contaminated soils testing for new restroom locations..."

### **SCOPE OF WORK**

The scope of work for preliminary environmental consulting services will be conducted under the following tasks:

- Task 1: Project Management & Communications;
- Task 2: Phase I Environmental Site Assessment;
- Task 3: Limited Subsurface Investigation;
- Task 4: Summary Report;
- Task 5: Ordinary High Water Mark Determination; and
- Task 6: Investigation Derived Waste Management.

A description of work under each task is provided below.

#### **TASK 1: PROJECT MANAGEMENT & COMMUNICATIONS**

Task 1 includes project management duties such as budgeting, scoping, allocating personnel resources, meetings, subcontracting, progress reporting, and communications with the client, general contractor and subcontractors, and other project team members as appropriate; and documentation management, including reporting, invoicing, and other administrative duties.

#### **TASK 2: PHASE I ENVIRONMENTAL SITE ASSESSMENT**

Task 2 includes conducting a Phase I Environmental Site Assessment (Phase I ESA) of the Site. Farallon understands that this Phase I ESA is being prepared for Client ("User" of this Phase I ESA).

Regulatory file reviews and previous environmental report reviews requiring more than 2 hours and/or \$50 in fees will be billed as time and material upon receiving authorization from the Client. Print copies of the report are available on request for an additional \$50 per copy. Farallon will conduct one site reconnaissance of the Site as part of the Phase I ESA. Multiple site reconnaissance visits will be billed as time and materials in addition to the lump-sum fee for the Phase I ESA. The cost estimate provided herein is valid for 30 calendar days from the date of this proposal.



If deemed necessary, Farallon will request and review regulatory files for the Site and/or properties in the vicinity of the Site within the time and cost constraints of the Phase I ESA. As defined in ASTM International Standard E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E1527-21), if the Environmental Professional determines that review of regulatory files is necessary to satisfy the requirements of ASTM E1527-21, and the Client elects not to have the review conducted, the insufficient regulatory information will be identified in the Phase I ESA Report as a data gap.

Farallon will initiate the proposed scope of work immediately upon receiving written authorization to proceed. Farallon will provide an electronic copy of the Phase I ESA Report within approximately 20 business days of receiving written authorization to proceed, barring delays due to circumstances beyond Farallon's reasonable control.

The Phase I ESA Report will be prepared for the sole use of the Client. Please be advised that Farallon limits third parties' right to rely on the report. Farallon may issue a letter granting the right to rely on terms Farallon has pre-approved and at an additional cost.

The detailed Phase I ESA Scope of work is included in Attachment A.

### **TASK 3: LIMITED SUBSURFACE INVESTIGATION**

Task 3 consists of advancing a minimum of six soil borings for collection of soil samples in the immediate vicinity of the new bathroom construction area. The borings will be completed to a maximum depth of 15 feet below the ground surface (bgs).

Farallon will prepare a Site-specific Health and Safety Plan for the field work in accordance with the U.S. Occupational Safety and Health Administration and Part 1910.120 of Title 29 of the Code of Federal Regulations prior to conducting any field work. Prior to conducting subsurface investigation activities, Farallon will retain public and private utility locating services to clear the proposed boring locations and provide additional information pertaining to the locations of subsurface utilities at the Site. Final boring locations may be modified as necessary due to access limitations, the presence of utilities or equipment, and surface conditions at the Site. The proposed scope of work for Task 3 may need to be refined based on the results of the Phase I ESA (Task 2).

The proposed subsurface investigation scope of work, detailed cost estimate, and completion schedule will be finished within 15 business days following receipt of the historical/environmental documents.



## Soil Sampling

The six borings will be advanced to a minimum depth of approximately 15 feet bgs using a direct-push drill rig. Soil samples will be collected continuously from each sample interval in a disposable acetate sleeve. A Farallon scientist will observe subsurface conditions and retain soil samples from selected intervals for potential laboratory analysis based on field indications of potential contamination, and observed changes in subsurface lithology. Field observations, including classification of soil samples in accordance with the Unified Soil Classification System, visual and olfactory indications of contamination, and volatile organic gas concentrations as measured using a photoionization detector, will be recorded on field boring logs. The boring locations will be documented using a portable global positioning system for future georeferencing purposes.

The soil samples will be placed on ice in a cooler and submitted to a licensed local analytical laboratory under standard chain-of-custody protocols. Up to 12 soil samples will be submitted for the following laboratory analyses:

- Total petroleum hydrocarbons as diesel-range organics (DRO) and as oil-range organics (ORO) by Northwest Method NWTPH-Dx;
- Total petroleum hydrocarbons as gasoline-range organics (GRO) by Northwest Method NWTPH-Gx; and
- Volatile organic compounds (VOCs) by U.S. Environmental Protection Agency (EPA) Method 8260D.

Based on the results from the above laboratory analysis, six soil samples will be additionally analyzed for:

- Semivolatile organic compounds including polycyclic aromatic hydrocarbons, pentachlorophenol, and cresols by EPA Method 8270E/SIM.

The cost estimate assumes up to two soil samples per boring will be submitted for laboratory analysis of DRO, ORO, GRO, and VOCs to facilitate evaluation of the vertical limits of contamination, if encountered, and to estimate the extent of contaminated soil. Farallon will request standard turnaround time of submittal for the soil analysis.

## Investigation-Derived Waste

Investigation-derived waste, including soil cuttings generated during the subsurface investigation, will be temporarily stored on the Site in 55-gallon U.S. Department of



Transportation-approved steel drums with locking lids pending receipt of laboratory analytical results. Smaller drums may be used if appropriate for the volume of waste generated. The analytical results for the soil samples will be used to develop a waste profile to evaluate waste disposal options. Once the waste has been profiled and a disposal option has been selected by Schemata Workshop, Inc., the waste will be disposed of off the Site at an approved facility. A separate cost estimate for waste disposal will be provided once the waste has been profiled and the disposal option(s) has been selected by the Client.

#### **TASK 4: SUMMARY REPORT**

Farallon will prepare a letter report documenting the results from the subsurface investigation and providing conclusions based on the data collected. The letter report will include:

- A brief description of the Site;
- A summary of the subsurface conditions encountered;
- Scaled figures depicting the boring/sample locations and analytical results;
- Tables summarizing the laboratory analytical results, with a comparison of detected concentrations of hazardous substances to the Washington State Model Toxics Control Act Cleanup Regulation cleanup levels; and
- Farallon's conclusions, based on the results from the subsurface investigation, including the extent of impacted soil in the investigation area that may require removal and disposal.

Farallon will provide the letter report to the Client within approximately 15 days of receiving all final laboratory reports and validating that data. Farallon also will provide an email summary of results within 2 business days of receiving laboratory analytical reports and will coordinate conference calls or meetings to discuss recommendations or further actions required to meet your project goals.

#### **TASK 5: ORDINARY HIGH WATER MARK DETERMINATION**

Task 5 includes coordinating and performing an ordinary high water mark determination. The determination will be conducted in accordance with the procedures in the Washington State Department of Ecology's *Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State*.



## TASK 6: INVESTIGATION DERIVED WASTE MANAGEMENT

Task 6 includes effort to prepare a waste profile and coordinate the transport and disposal of investigation-derived waste to an appropriate landfill. It is estimated that investigation-derived waste (soil cuttings) at the Site will be contained in one 55-gallon drum.

### COST ESTIMATE

The estimated time and material cost to conduct the scope of work described herein is \$37,949. Estimated costs are detailed in Table 1 in accordance with Farallon's *November 2022-2023 Schedule of Charges I*. The cost estimate will remain valid for 90 days from the date of this letter. The costs for each task are summarized below.

Task	Cost	
1. Project Management	\$2,838	Time & Materials
2. Phase I ESA	\$6,338	Lump Sum
3. Limited Subsurface Investigation	\$17,718	Time & Materials
4. Summary Report	\$7,656	Time & Materials
5. Ordinary High Water Mark Determination	\$1,908	Lump Sum
6. Investigation Derived Waste Management	\$1,491	Time & Materials
<b>Estimated Total</b>	<b>\$37,949</b>	

Farallon will conduct the scope of work described herein in accordance with a mutually agreed-upon services agreement to be provided by Client. To proceed with the scope of work described herein, please provide the appropriate contractual documents for Farallon's review and signature. Farallon will proceed with the work upon receipt of written authorization. Additional work conducted at the Site will be authorized by preparation of specific proposals.



## TASK 6: INVESTIGATION DERIVED WASTE MANAGEMENT

Task 6 includes effort to prepare a waste profile and coordinate the transport and disposal of investigation-derived waste to an appropriate landfill. Investigation-derived waste at the Site include three 55-gallon drums, two drums consist of soil cuttings, and one drum consists of purge water.

## CLOSING

Farallon will conduct the scope of work described herein in accordance with a mutually agreed-upon services agreement to be provided by the Client. To proceed with the scope of work described herein, please provide the appropriate contractual documents for Farallon's review and signature. Thank you for allowing Farallon the opportunity to provide environmental consulting services to Client. Please contact either Beth Padgett at (425) 295-0800 or Chuck Esler at (503) 816-9874 if you have questions or require further information.

Sincerely,

Farallon Consulting, L.L.C.

Beth Padgett, L.G.  
Associate Geologist

Charles T. Esler, CHMM  
Principal Environmental Scientist

Attachments: Table 1, *Cost Estimate for Preliminary Environmental Consulting Services*  
Attachment A, Phase I Environmental Site Assessment Task Detail  
*November 2022-2023 Schedule of Charges I*

BAP/CTE:ca

HOUGHTON BEACH PARK IMPROVEMENTS																			
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	May		Jun	3rd Quarter Jul	Aug	Sep	4th Quarter Oct	Nov	Dec	1st Quarter Jan	Feb	Mar	2nd Quarter Apr
1		Negotiation & Contract	79 days	Tue 7/25/23	Fri 11/10/23														
2		Kick-Off Meeting	1 day	Mon 11/13/23	Mon 11/13/23	1													
3		Concept Design (10%) and Site Investigation and Analysis	75 days?	Fri 11/10/23	Mon 3/4/24	1													
4		Site Research	2 wks	Mon 11/13/23	Mon 11/27/23	1													
5		Setup ShareFile project Site	0 days	Fri 11/10/23	Fri 11/10/23	1													
6		Site Visit	1 day	Tue 11/28/23	Tue 11/28/23	4													
7		Survey	4 wks	Mon 12/4/23	Fri 1/5/24	6SS+4 days													
8		Geotechnical Analysis	6 wks	Mon 12/4/23	Fri 1/19/24	6SS+4 days													
9		Environmental Assessment	5 wks	Mon 12/4/23	Fri 1/12/24	6SS+4 days													
10		Programming & Concept Design	9 wks	Tue 11/28/23	Mon 2/5/24	6SS													
11		Design Progress Meeting - Review Options	0 days	Thu 1/4/24	Thu 1/4/24	6SS+23 days													
12		Concept Cost Estimate	2 wks	Tue 2/6/24	Mon 2/19/24	10													
13		Delivery of 10% Concept Design Package to Kirkland	0 days	Mon 2/19/24	Mon 2/19/24	12													
14		Meeting with City - Site Walk	1 day	Mon 2/19/24	Mon 2/19/24	13													
15		City 10% Concept Design Review	2 wks	Mon 2/19/24	Fri 3/1/24	13													
16		Outreach Event (actual date TBD)	1 day	Tue 2/6/24	Tue 2/6/24														
Project: Simple Project Plan Date: Tue 11/7/23		Task		Project Summary		Manual Task		Start-only		Deadline		Progress							
		Split		Inactive Task		Duration-only		Finish-only		Manual Progress									
		Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks											
		Summary		Inactive Summary		Manual Summary		External Milestone											
Page 1																			

## Houghton Beach Park Improvements Design Fees

[illegible]



Geoff E. Anderson, AIA  
 October 30, 2023  
 2230409.10/.20/.30/.40/.50



### ***Billing Summary***

<u>Item</u>	<u>Description</u>	<u>Amount</u>
<b>Civil Engineering - 2230409.10</b>		
Items 1-8	Civil Engineering Design (10%)	\$4,000
<b>Structural Engineering - 2230409.20</b>		
Items 1-3	Structural Engineering Design (10%)	\$1,500
<b>Land Use Planning - 2230409.30</b>		
Items 1-2	Land Use Analysis	\$2,000
<b>Landscape Architecture - 2230409.40</b>		
Items 1-3	Landscape Design (10%)	\$3,500
<b>Land Surveying - 2230409.50</b>		
Items 1-5	Boundary and Topographic Survey	\$22,800
<b>Reimbursable Expenses (T&amp;E est.)</b>		\$1,300
<b>GRAND TOTAL</b>		<b>\$35,100</b>



**GDM OF OREGON, INC.**  
*A Service-Disabled Veteran Owned Small Business*

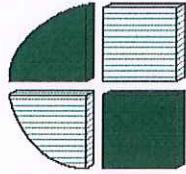


Our fee to provide the services described above is listed below:

Concept Design	\$3,380.00
30% Design	\$0.00
60% Design	\$0.00
90% Design/Permitting	\$0.00
<u>100% Design</u>	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$3,380.00</b>

The following additional services may be provided at the client's discretion:

Additional site visit (including travel, mileage, 1 person, 1-2 hours on site)	\$920.00
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## CROSS ENGINEERS, INC.

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**Design Fee:** \$2,000.00

**Houghton Beach Park**

10% Sketch & Estimate

\$2,000.00

Billing will occur monthly on a percentage complete basis.

Please contact my office if there are additional workscope items or questions. Our office has staff available to assign to this project upon your notice to proceed.

Sincerely,

Brice Anderson  
Cross Engineers

SCHEDULE 2  
Fee Schedule

Fee Breakdown

	HRS	RATE	SUM
Task 1 10% Design	24	\$170	\$4,080.00
<b>SUM Total</b>	<b>24</b>		<b>\$4,080.00</b>

**4.0 The Client accepts that all services are provided in accordance with the attached Schedule of Charges, which is made a part of this contract by reference. Client further agrees to compensate the Geotechnical Consultant for their services, and to reimburse the Geotechnical Consultant for expenses incurred on Client’s behalf as follows:**

Subcontracted Driller.....	\$3,500
Utility Locate Field Visit .....	\$500
AESI Field Documentation .....	\$1,500
Private Utility Locate .....	\$300
Office Engineering and Report Preparation.....	<u>\$5,000</u>

### COST ESTIMATE

The estimated time and material cost to conduct the scope of work described herein is \$37,949. Estimated costs are detailed in Table 1 in accordance with Farallon's *November 2022-2023 Schedule of Charges I*. The cost estimate will remain valid for 90 days from the date of this letter. The costs for each task are summarized below.

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6. Investigation Derived Waste Management	\$1,491	Time & Materials
<b>Estimated Total</b>	<b>\$37,949</b>	










# Schemata Workshop - Houghton Beach Park Improvements - 32300400

Final Audit Report

2023-12-22


Created:	2023-11-17
By:	Joey Vander Vaart (JVanderVaart@kirklandwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4pamHH6I34yd4Uo_ulZ2Uc22Ozxjd8Jz

## "Schemata Workshop - Houghton Beach Park Improvements - 32300400" History


-  Document created by Joey Vander Vaart (JVanderVaart@kirklandwa.gov)  
2023-11-17 - 0:59:42 AM GMT- IP address: 66.235.5.98
-  Document emailed to Geoff Anderson (geoff@schemataworkshop.com) for signature  
2023-11-17 - 1:03:56 AM GMT
-  Email viewed by Geoff Anderson (geoff@schemataworkshop.com)  
2023-11-17 - 4:31:07 PM GMT- IP address: 50.112.70.224
-  Email viewed by Geoff Anderson (geoff@schemataworkshop.com)  
2023-11-24 - 7:04:49 PM GMT- IP address: 97.113.131.106
-  Email viewed by Geoff Anderson (geoff@schemataworkshop.com)  
2023-12-08 - 5:57:06 AM GMT- IP address: 97.113.82.53
-  Email viewed by Geoff Anderson (geoff@schemataworkshop.com)  
2023-12-15 - 1:06:19 AM GMT- IP address: 40.94.36.126
-  Agreement modified by Joey Vander Vaart (JVanderVaart@kirklandwa.gov)  
2023-12-19 - 9:42:47 PM GMT
-  Joey Vander Vaart (JVanderVaart@kirklandwa.gov) added alternate signer Truc Dever (tdever@kirklandwa.gov). The original signer Julie Underwood (junderwood@kirklandwa.gov) can still sign.  
2023-12-19 - 9:55:11 PM GMT- IP address: 66.235.5.98
-  Email viewed by Geoff Anderson (geoff@schemataworkshop.com)  
2023-12-19 - 11:17:14 PM GMT- IP address: 50.112.70.224

 Agreement modified acknowledged by Geoff Anderson (geoff@schemataworkshop.com)


2023-12-19 - 11:17:30 PM GMT

 Document e-signed by Geoff Anderson (geoff@schemataworkshop.com)

Signature Date: 2023-12-21 - 1:02:33 AM GMT - Time Source: server- IP address: 50.112.70.224

 Document emailed to Leta Santangelo (LSantangelo@kirklandwa.gov) for delegation

2023-12-21 - 1:02:35 AM GMT

 Document approval delegated to Darcey Eilers (deilers@kirklandwa.gov) by Leta Santangelo (LSantangelo@kirklandwa.gov)


2023-12-21 - 9:23:05 PM GMT- IP address: 76.191.73.2

 Document emailed to Darcey Eilers (deilers@kirklandwa.gov) for approval


2023-12-21 - 9:23:05 PM GMT

 Document approved by Darcey Eilers (deilers@kirklandwa.gov)

Approval Date: 2023-12-21 - 10:35:49 PM GMT - Time Source: server- IP address: 76.191.73.2

 Document emailed to Truc Dever (tdever@kirklandwa.gov) for signature

2023-12-21 - 10:35:50 PM GMT

 Document emailed to Julie Underwood (junderwood@kirklandwa.gov) for signature


2023-12-21 - 10:35:50 PM GMT

 Email viewed by Truc Dever (tdever@kirklandwa.gov)


2023-12-22 - 6:08:47 AM GMT- IP address: 172.226.41.23

 Document e-signed by Truc Dever (tdever@kirklandwa.gov)

Signature Date: 2023-12-22 - 5:34:00 PM GMT - Time Source: server- IP address: 66.235.18.75

 Document emailed to JamieLynn Estell (jestell@kirklandwa.gov) for delivery

2023-12-22 - 5:34:02 PM GMT

 Email viewed by JamieLynn Estell (jestell@kirklandwa.gov)

2023-12-22 - 6:10:40 PM GMT- IP address: 98.232.80.117

 Document receipt acknowledged by JamieLynn Estell (jestell@kirklandwa.gov)

Receipt Acknowledgement Date: 2023-12-22 - 6:10:46 PM GMT - Time Source: server- IP address: 98.232.80.117

 Agreement completed.

2023-12-22 - 6:10:46 PM GMT










# Schemata Workshop - Houghton Beach Park Improvements - 32300400

Final Audit Report

2024-01-03

Created:	2024-01-02
By:	Joey Vander Vaart (JVanderVaart@kirklandwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEbLOD1eQakD05cBkSMqaJKidOA5iU2TA

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Signature Date: 2024-01-03 - 0:04:22 AM GMT - Time Source: server- IP address: 76.191.73.2
-  Document emailed to JamieLynn Estell (jestell@kirklandwa.gov) for delivery  
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-  Email viewed by JamieLynn Estell (jestell@kirklandwa.gov)  
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-  Document receipt acknowledged by JamieLynn Estell (jestell@kirklandwa.gov)  
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-  Agreement completed.  
2024-01-03 - 0:05:53 AM GMT