



**CITY OF KIRKLAND**  
**Planning and Building**  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800  
[www.kirklandwa.gov](http://www.kirklandwa.gov)

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## **MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Adam Weinstein, Director of Planning and Building  
Chris Dodd, Facilities Services Manager

**Date:** May 17, 2021

**Subject:** RELOCATION OF SNYDER-MOODY HOUSE

### **RECOMMENDATION:**

Provide direction to staff on potentially relocating the Snyder-Moody house to a City-owned property.

### **BACKGROUND DISCUSSION:**

The Snyder-Moody House, located at 514 10<sup>th</sup> Avenue West and constructed in 1890, is identified as a Historic Community Landmark in the Comprehensive Plan. The structure is listed in Table CC-1, List B, of the Community Character Element (Historic Buildings, Structures, Sites and Objects Designated by the City of Kirkland) due to its association with the Kirkland Land and Improvement Company (Peter Kirk's and Leigh S.J. Hunt's company, which was responsible for early real estate and infrastructure development in Kirkland in the late 1800s). The Snyder-Moody House is proposed for demolition by its current residents, who wish to build a house on the property.

According to a historic resources inventory report prepared by the Washington State Department of Archaeology and Historic Preservation in 1991, the house was one of a group of houses built for upper management of the Great Western Iron and Steel Mill. The Great Western Iron and Steel Mill was planned for land in Rose Hill, but the mill failed to succeed because the Northern Pacific Railway Company refused to build track to supply the factory, and due to the Panic of 1893 and the associated economic recession (resulting in challenges in securing financing).

John George Kellet, Peter Kirk's engineer (who is also credited for naming Kirkland after Peter Kirk) brought the plans for the Snyder-Moody House and others in its cohort from England. Members of the Snyder family lived in the house from 1905 to 1962, including Jennie Mae Fleming Snyder who, according to notes from the Kirkland Heritage Society, delivered mail for a time with a wagon team of two horses. The house fell into disrepair in the 1960s, and was purchased by the Moody family in 1974, which undertook an extensive renovation. The current kitchen, fireplace, main floor bathroom, and porch were built in 1917, when the Snyder family lived in the house. These renovations are thus considered to date from the structure's historic period. With the exception of four

large windows on the main floor, which were replaced with aluminum frame windows, and some other relatively minor architectural modifications, the State Department of Archaeology and Historic Preservation concluded that the house retained moderate historic integrity. For additional information about the history of the building, see Attachment 1, the 2012 Historic Resources Inventory Report and notes/correspondence from the Kirkland Heritage Society.

According to the King County Department of Assessments, the Snyder-Moody House comprises 3,140 square feet of interior space, including four bedrooms and one-and-a-half baths, and the condition is listed as “very good.” The current owners of the house also believe that the house “has good bones.” Real estate listings indicate approximately 2,400 square feet of interior usable space, five bedrooms, and one-and-three-quarter baths.

The current owners of the Snyder-Moody House applied to demolish the structure in order to build a new house in August 2020. Prior to submitting the application, the owners indicated that they communicated with Nickel Bros, a house-moving company, to learn more about the costs for relocating the house, and offered the house to a house donation company (which ultimately declined to accept the structure due to the cost of relocation). In addition, the owners indicated that they advertised the house for purchase and relocation on Nextdoor for 2 or 3 weeks in the Fall of 2019.

In September 2020, staff completed a review of the permit application and indicated that review of the application pursuant to the State Environmental Policy Act (SEPA) was required because of the potential historical significance of the structure. The initial SEPA documentation was submitted by the property owners in December 2020, with review and consultation with historic resources staff occurring in the first few months of 2021. In March 2021, staff evaluated options for relocating and preserving the building off-site, and conducted two visits to the house. The current owners of the house have cooperated with the City and have generously allowed staff access to the property, but are very eager to proceed with their project. In anticipation of either relocation or demolition of the structure, staff have worked with the owners on moving forward with permitting steps that would be required under either a relocation or demolition scenario.

### **BID REQUEST:**

On April 30, 2021, the City published a request for bids to relocate the house to one of two locations: 1) the approximately 7,200-square-foot vacant property at the northwest quadrant of 2<sup>nd</sup> Street and 3<sup>rd</sup> Avenue (i.e., the southeast corner of the City Hall property that once contained a duplex); or 2) a to-be-determined location in Heritage Park proximate to an existing motor vehicle access point. The City also requested that bids include a cost estimate to move the Snyder-Moody House to an interim location at the Lakeside Christian Church parking lot, which the City currently leases (and which could be used as a storage site if additional time was needed for site preparation at the City Hall or Heritage Park sites). Prior to releasing the bid documents, other sites, including those within Juanita Bay Park and Juanita Beach Park, were also explored, but were rejected after preliminary conversations with house-moving experts due to the difficulty of moving large structures along the Market Street corridor (with its mature trees, median, and utility lines).

The bid requested cost estimates for “all reasonable and expected activities associated with relocating a historic building to a new location,” such as: structurally reinforcing the building prior to moving it; disconnecting utilities; securing all necessary permits; establishing a traffic control plan for transport of the building; scheduling, permitting and undertaking all utility and tree-trimming work needed to transport the structure; and placing the structure ultimately at one of the two final locations. The bid document also indicated that the City would be responsible for all site improvements (e.g., grading, foundation, utilities) at the final site (see Attachment 2, Bid Request).

On the bid deadline, May 11, two bids were received: one from Kings Environmental and one from Nickel Bros (see Table 1). The two bids are substantially different, which likely speaks to uncertainty relating to utility, traffic, and tree trimming costs associated with moving the structure along City streets. If City Council would like to move forward with relocation, and agrees that the structure should be moved to the City Hall site, staff would generally recommend the lower bid (from Nickel Bros), which would involve moving the Snyder-Moody House to the temporary church site and then to the City Hall property (with a cost estimate of \$332,804). Moving the structure directly to the City Hall site (without a stop at the interim church location) would be feasible, but would require some amount of site preparation (grading and the creation of vehicle access).

**Table 1: Received Bids**

<b>Contractor</b>	<b>Relocate to City Hall Property</b>	<b>Relocate to Heritage Park</b>	<b>Relocate to Temporary Church Site, then City Hall Property</b>	<b>Relocate to Temporary Church Site, then Heritage Park</b>
Kings Environmental	\$478,184	\$478,184	\$683,275	\$683,275
Nickel Bros	\$293,132	\$228,114	\$332,804	\$294,234

### **POTENTIAL REUSE OF STRUCTURE AND COST FOR OVERALL PROJECT:**

City staff have not yet identified a specific use for the relocated Snyder-Moody House, but potential uses include affordable housing (the three-level house could be divided into a duplex or triplex), a rental facility (similar to Heritage Hall), or city staff and/or non-profit office space. The City Manager’s Office has reached out to local affordable housing organizations to explore the possibility of using affordable housing funding to convert the structure into two or more units of new affordable housing.

The Facilities Division has developed an initial estimated cost schedule for the entire project (excluding the relocation costs shown in Table 1), assuming ultimate relocation to the City Hall property, including site preparation, construction of a foundation, utility and stormwater improvements, and renovations to make the house habitable/usable (see Table 2). Taking into account relocation of the structure, total costs for the entire project are likely to be over \$1.3 million.

**Table 2: Project Costs, Excluding Relocation**

DESCRIPTION	AMOUNT
FOUNDATIONS	90,480
EXTERIOR CLOSURE	46,200
PLUMBING	5,000
HVAC	96,800
FIRE PROTECTION	18,060
ELECTRICAL	47,200
SPECIAL CONSTRUCTION	475,000
SITE PREPARATION	156,275
SITE IMPROVEMENTS	129,484
SITE CIVIL / MECHANICAL UTILITIES	115,775
SITE ELECTRICAL UTILITIES	110,000
GENERAL REQUIREMENTS	61,000
<b>ESTIMATE SUBTOTAL</b>	<b>876,274</b>
DESIGN CONTINGENCY @ 15.00%	131,441
SUBTOTAL	1,007,715
GENERAL CONTRACTOR'S Overhead/Profit 7.50%	75,579
<b>TOTAL</b>	<b>1,083,294</b>

As noted above, no specific location has been identified for potential relocation of the structure in Heritage Park. Relocation within the park would require careful consideration of existing park programming and view impacts, and an amendment to the Heritage Park (Waverly Park) Master Plan adopted in 2003 would be required.

Specific budget sources for the relocation have not yet been identified, and City staff is exploring funding from affordable housing organizations. The City also has approximately \$1.4 million in Real Estate Excise Tax (REIT) funding which has been set aside for affordable housing.

Staff conducted a brief assessment of the City Hall site and concluded that it could physically accommodate the relocated Snyder-Moody House. The existing, approximately 7,200-square-foot site has an approximately 1,430-square-foot concrete pad, which is larger than the existing 1,050-square-foot footprint of the Snyder-Moody House (excluding patios). Taking into account a required 400-square-foot parking pad, and a 2-foot walkway around the house perimeter (comprising 230 square feet), the total projected lot coverage of the relocated house would be approximately 1,680 square feet and within the allowances established in the City Hall Master Plan.

**NEXT STEPS:**

The relocation of historic buildings in Kirkland is not a new phenomenon. According to the Kirkland Heritage Society, Ken Warnes, one of the founders of the Kirkland Heritage Society, saved several houses planned for demolition by relocating them. Heritage Hall (formerly the Church of Christ Scientist) was relocated from 1st Street in 2004. The Trueblood-Buchanan House (like the Snyder-Moody house, built around 1890) was relocated from 127 7th Avenue to 129 6th Avenue (just north of City Hall) in 2017. While relocating historic buildings has proven to be an important means of preserving a part of Kirkland's historic fabric in the midst of rapid redevelopment, it is a costly endeavor, and the costs of relocation are hard to precisely ascertain due to uncertainties regarding utility disconnection and re-connection, tree trimming, traffic/navigation planning, and other physical obstacles and challenges. If the building is not relocated, mitigation pursuant to SEPA would likely entail photo-documenting the historic architecture of the structure and installing a plaque to commemorate the structure's role in Kirkland's history. Staff is requesting that City Council identify additional information needs and provide direction on whether moving forward with the next steps in relocating the Snyder-Moody house is desirable.



## Historic Inventory Report

### Location

Field Site No. Sp-005

DAHP No.

Historic Name: Snyder House

Common Name: Moody House

Property Address: 514 10th Ave W, Kirkland, WA 98033

Comments:

Tax No./Parcel No. 388580-1682

Plat/Block/Lot KIRKLAND ADD

Acreage < 1 acre

Supplemental Map(s)

Township/Range/EW	Section	1/4 Sec	1/4 1/4 Sec	County	Quadrangle
T25R05E	06			King	KIRKLAND

### Coordinate Reference

Easting: 1218193

Northing: 862552

Projection: Washington State Plane South

Datum: HARN (feet)

### Identification

Survey Name: Kirkland 2012 Update of 1999 and 1991 Surveys

Date Recorded: 12/18/1991

Field Recorder: David Harvey

Owner's Name: NOWKA ANDREW J+SARAH B IMBA

Owner Address: 514 10th Avenue West

City: Kirkland

State: WA

Zip: 98033

Classification: Building

Resource Status:

Comments:

Survey/Inventory

Within a District? No

Contributing?

National Register:

Local District:

National Register District/Thematic Nomination Name:

Eligibility Status: Not Determined - SHPO

Determination Date: 1/1/0001

Determination Comments:

Monday, August 19, 2013

Page 1 of 4



## Historic Inventory Report

### Description

**Historic Use:** Domestic - Single Family House

**Current Use:** Domestic - Single Family House

**Plan:** Rectangle

**Stories:** 2

**Structural System:** Platform Frame

**Changes to Plan:** Extensive

**Changes to Interior:** Unknown

**Changes to Original Cladding:** Intact

**Changes to Windows:** Intact

**Changes to Other:**

**Other (specify):**

**Style:**

**Cladding:**

**Roof Type:**

**Roof Material:**

Vernacular

Wood - Drop Siding

Gable

Asphalt / Composition

**Foundation:**

**Form/Type:**

Unknown

Single Family

### Narrative

**Study Unit**

**Other**

Community Planning/Development

Architecture/Landscape Architecture

**Date of Construction:**

1890 Built Date

**Builder:** Kirkland Land & Improvement Co.

**Engineer:**

**Architect:** Kellett, J.G.

**Property appears to meet criteria for the National Register of Historic Places:**No

**Property is located in a potential historic district (National and/or local):** No

**Property potentially contributes to a historic district (National and/or local):** No



## Historic Inventory Report

### Statement of Significance:

This house was one of a group of houses built by the Kirkland Land and Investment Company for upper management personnel of the Great Western Iron and Steel Mill. The plans for these "proper British Milltown" houses were brought from England by J. G. Kellet and were adapted by him to meet the needs of the area.

The earliest known owners of the house were the namely named Snyder who purchased the house in 1905 and were responsible for the major additions of the kitchen/sleeping area.

Update by Loita Hawkinson, April 2012: John George Kellett was the engineer for Peter Kirk and is credited for naming Kirkland after Mr. Kirk. The town of Kirkland was platted after the award winning town of Pullman, Illinois. It was platted for density with small quality homes for the work force. Larger homes were built for executives. The 1890 Kirkland Press Volume 1, Issue 1 reported that frame homes were about to be built. It is therefore thought that most of Kirkland's Kirk era homes were built in 1890 and not 1889. Work on the mill did not start until 1890 with the clearing of the land on Rose Hill. Andrew Jackson Snyder and Jennie Mae Fleming Snyder lived in the home with their son Augustus Fleming Snyder. Augustus was the step son of Andrew Snyder but Augustus took his name legally. Andrew died in Kirkland May 12, 1928 and Jennie continued to live in the home. Andrew had been a plumber with his own shop. Nothing is currently known about where this shop was. Jennie died May 3, 1950. Augustus Milton Snyder married late in life and died May 19, 1960 in Kirkland. In 1967, the home was vacant.

2012 Survey Update: Although the home has only moderate integrity, it appears that many of the changes may be over 50 years of age and historic in themselves; and that the residence is primarily eligible for its association with patterns of local history. Therefore it appears to be eligible for individual listing on the local register. DJP

### Description of Physical Appearance:

The house is a two story wood frame structure which originally measured 23' by 24", but the later additions (1917) now measures 23' x 37'. There is a 4' x 6' extension of the second floor on the southwest corner which also served as the roof for the original small front porch.

The original windows that remain are double hung with six lights in the upper sash. The window trim is plain with a simple wooded entablature. Four of the major windows on the main floor have been replaced with large aluminum frame windows.

In 1917 a seven foot wide shed roofed veranda was added which runs the full length of the south and west facades. The supports are eight inch plane square posts. The solid railings are shiplap and the porch skirt is diagonal lattice. A bay with three aluminum frame windows projects into the veranda near the north end of the west façade. The 1917 addition to the rear of the house provides more kitch and bedroom space.

2012 Survey Update: The only change to the home since the survey of 1991 is the loss of an exterior chimney. The house retains moderate integrity. DJP

### Major Bibliographic References:

King County historic Sites Survey, Moody House (file #0102), 1977.

Additional Biographical References: 1890 Kirkland Press; King County Archives; Washington State Archives; The Seattle Times; East Side Journal, Polk City Directories.



## Historic Inventory Report

### Photos



Northwest corner  
2012



Northwest corner  
1991

**Barbara Loomis**

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**From:** Robert Burke [rgburke2@verizon.net]  
**Sent:** Thursday, May 20, 2010 9:21 AM  
**To:** Barbara Loomis  
**Subject:** Fw: Moody House, 10th Avenue West, Kirkland, WA

B  
Got this when I opened up my computer this morning and noticed that you were not cc'd.  
R

----- Original Message -----

**From:** [Loita Hawkinson](#)  
**To:** [Koler, Julie](#)  
**Cc:** [Tom Hitzroth](#) ; [Lynette Friberg](#) ; [Robert Burke](#)  
**Sent:** Wednesday, May 19, 2010 11:02 PM  
**Subject:** Moody House, 10th Avenue West, Kirkland, WA

Hi Julie and Bob and Lynette and Tom,  
Windermere has called asking about the history of the Moody Home. I supplied what we have in our database. Now they have called again and asked if the new owner could tear it down or make changes. This is a 1890 Kirk era home and one of the four frame homes built during the Kirk boom year. (not years...but year. The Boom was short).

Below is the history:

THE MOODY HOME 514 10th Avenue West

This home was built by Kirkland Land and Improvement Company to house steel mill employees. It was purchased in 1906 by the Snyder family. Mrs. Snyder was Kirkland's first mail carrier, delivering mail by horse drawn wagon. Mrs. Snyder's son, Gus, remained in the house until his death in 1962. By 1974, the home was in serious disrepair when the Donald Moody family purchased it and began restoration.

The person that called is: Sonya with Windermere in the Kirkland office. Phone is: 425-803-9270. Whatever you can do to discourage the destruction of this home is vital. There were four frame homes built in 1890 and I think all are still homes: The Moody home, Loomis home, and two more...it is late or I would look them up too. We have the tax records for the four brick homes and the four frame homes. The Kellett home appears to be the only one built in 1889 because the boom did not start until 1890. Any positive direction you can give Windermere would be appreciated. Loita

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This email scanned by MessageLabs.

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5/20/2010

7. Don and Nancy Moody home

514 - 10th Avenue West

One of the woodframe homes built by the Kirkland Land and Improvement Company (founded by Peter Kirk) in 1889. In the early 1900's,

Mr. and Mrs. Jack Snyder lived in this home. Mrs. Snyder delivered

the mail <sup>with a</sup> IN A WAGON / TEAM OF 2 HORSES.

The home was <sup>the</sup> OWNED by Snyder family from 1905 to 1962.

Before the Snyders moved to Kirkland, they <sup>OPERATED A BOARDING HOUSE</sup> ~~owned a hotel~~ in Seattle at

Sixth and Pine (the present location of Frederick and Nelson). The

Kirkland home had displayed many fine pieces of furniture that had

once been in the <sup>B. House</sup> ~~hotel~~. The Snyders son, Gus, and his wife, lived in

the home after the death of the senior Snyders; and it was after Gus

Snyder's death that <sup>the junior his wife</sup> ~~Mrs. Snyder~~ sold the home. It was acquired by the

Moody's in 1974, who promptly embarked on a

restoration campaign. <sup>Because</sup> The home is only partially restored, <sup>four go-ers will</sup> ~~but is a~~

have a unique opportunity to view and understand the work ~~the example of the work work~~ involved in restoration of an old home.

Left: Should this go on first??

7100

# 07

Don and Nancy Moody home  
514 10<sup>th</sup> Ave. W.

One of the woodframe homes built by the Kirkland Land and Improvement Company (founded by Peter Kirk) in 1889. In the early 1900's Mr and Mrs Jack Snyder lived in this home. Mrs Snyder delivered the mail in a wagon with a team of 2 horses. The home was owned by the Snyder family from 1905 to 1962. Before the Snyders moved to Kirkland, they operated a Boarding house in Seattle at Sixth and Pine. (The present site of Fredrick Nelson). The Kirkland home had displayed many fine pieces of furniture that had once been in the Boarding house. The Snyders son, Gus, and his wife, lived in the home after the death of the senior Snyders, and it was after Gus Snyders' death that his wife sold the home. It was acquired by the Moodys in 1974, who promptly embarked on a



restoration campaign. Because the home is only partially restored, tour-goers will have a unique opportunity to view and understand the work involved in the restoration of an old home.



MOODY HOUSE - 514 10th Avenue West

The Donald Moody home was built around 1889 by the Kirkland Land and Improvement Company for employees of Peter Kirk's Steel Mill. It is not known if or by whom the house was occupied between 1889 and 1906.

In 1906 the house was purchased by the A.J. Snyder family. Mrs. Snyder was Kirkland's first mail carrier and delivered the mail in a horse drawn mail wagon. The Snyder's son, Gus, remained in the house until his death in 1962. Between 1962 and 1974 when the moodies purchased the house it passed through several owners and fell into disrepair.

The goal of the Moodies is to restore the home to its original farm house charm while making it a comfortable home for their family. In 1978 a third story was added to a portion of the house to provide a masterbedroom and bathroom. ~~Tour given to comply~~

The original carriage house located behind the house was built in 1908. The present kitchen, fireplace, main floor bathroom (which is actually outside), and porch were all added to the original house around 1917.

*Box - should mention*

*House was on tour is a partially restored condition - gives tour-goers an opportunity to see Before & After*

*Ann Astrey*



Amer Legion's Auxiliary Kirk Bel Post 99 138 5th Ave

Tour-goers who remember the home from 1977 have the opportunity to see an addition that has been sensitively integrated into the original house.

**Contract Documents for:**

**Snyder-Moody House  
Relocation  
Job No. 16-21-PB**



**City of Kirkland Department of Planning & Building  
123 Fifth Avenue  
Kirkland, Washington 98033**





## SMALL PUBLIC WORKS PROJECT NOTICE

**Subject: Snyder-Moody House Relocation, Job No. 16-21-PB**

As you are listed in the Shared Small Works Roster as a contractor under the category of "Demolition/Deconstruction" and under the service of "Building and Structures Moving", the City of Kirkland is inviting you to submit a bid to serve as General Contractor for the subject project.

The work to be performed under this contract consists of furnishing all labor, tools materials, and equipment necessary for completion of the (scope of work).

- Sealed bids with bid bonds are due in the office of the Purchasing Agent at 12:00 PM on May 11, 2021. (There will not be a public bid opening for this project.)
- It is estimated that this project will be completed within 30 working days.
- Questions regarding the Project shall be submitted in writing to Adam Weinstein via e-mail at [aweinstein@kirklandwa.gov](mailto:aweinstein@kirklandwa.gov). Questions via phone will not be accepted. Bidders shall submit questions no later than 12:00 PM on May 6, 2021.

The City of Kirkland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin, or sex in consideration for an award.

**Only bids from contractors listed on the Small Works Roster under the category of Demolition/Deconstruction and the service of Building and Structures Moving at the time of the bid opening will be considered for award of contract.**

If you have any questions regarding this process, please contact me at (425) 587-3123.

Jay Gewin  
Purchasing Agent



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# **CITY OF KIRKLAND**

## **REQUEST FOR BID**

### **Information for Bidders:**

Notice is hereby given that the City of Kirkland Purchasing Agent will receive sealed bids at Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington, no later than 12:00:00 PM local time on May 11, 2021 for the project hereinafter referred to as:

### **Project Name: Snyder-Moody House Relocation Request for Bid #16-21-PB**

The Project consists of relocating a historic building (the Snyder-Moody House, constructed in 1890 and located at 514 10<sup>th</sup> Ave W) to one of two new locations (see Site Location #1 and Site Location #2 on Attachment A). A discrete scope and budget should also be included for moving the historic building to an Interim Location at 701 1<sup>st</sup> Street prior to relocating it to its final location at either Site Location #1 or Site Location #2. A specific location with Site Location #2 (Heritage Park, 111 Waverly Way) has not been identified, but for the purposes of developing a bid, it should be assumed that the location is proximate to existing vehicular access (a roadway or parking lot). The bid for relocating the building to Site Location #1 should be considered the "base bid." Attachment A also contains photographs of the historic building (outside and interior). ***Please do not contact the owner.***

The bid shall include, but not be limited to, all the reasonable and expected activities associated with relocating a historic building to a new location, such as:

- Structurally reinforcing the building prior to moving it;
- Disconnecting utilities;
- Securing all necessary permits to allow the move and transport of the building to occur;
- Establishing a traffic control plan for transport of the building;
- Scheduling, permitting and undertaking all tree trimming and utility work needed to transport the building along city streets; and
- Placing the structure at the new site.

The City of Kirkland will install all site improvements (grading, foundation, utilities, etc.) for the building at the building's final resting spot. In addition, the bid should include costs associated with implementing the traffic control plan and tree trimming, and planning for these activities.

EACH BID shall constitute an offer to the City of Kirkland as outlined herein. Bid prices will include all costs associated with the performance of the contract such as equipment, labor, sales tax, permits, insurance, shipping, handling, fees, licensing, prevailing wages etc.

**Bids Due:** All bids must be received no later than 12:00:00 PM local time on May 11, 2021. Bids must be signed by an authorized company representative and submitted in a sealed envelope. Bids must be addressed to:

**City of Kirkland  
Attn: Jay Gewin, Purchasing Agent  
RFB No. 16-21-PB**

**123 5th Ave  
Kirkland, WA 98033**

The City of Kirkland Purchasing Agent must receive sealed bids no later than specified time and date. Bid Proposals will be recorded with the time and date received, and secured, until the time set for the opening. There will be no public bid opening and reading for this project; bid results will be available on the City of Kirkland website within 24 hours of the bid due date. Bids received after such time will be returned unopened. Sealed Bids may be mailed or hand delivered. Bids sent via e-mail will not be accepted. Bids shall be valid for 90 days after due date. The City reserves the right to request further extensions if necessary.

Submit your bid on the enclosed Bid Proposal Form.

No bids may be withdrawn within Ninety (90) days after the actual date of the bid opening.

**Bidder Checklist:**

- Bid Proposal Form
- Bid Security
- Non-collusion Affidavit

**Bid Documents:** Bid Documents, including the Request for Bids are e-mailed directly to prospective bidders.

The Successful Bidder will be required to furnish the necessary Bond(s) for the faithful performance of the Work, as prescribed in the Bid Documents.

**Contractor Registration:**

Pursuant to RCW 39.06, the Bidder shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

To perform public work, the successful Bidder and Subcontractors, prior to Contract award, shall hold or obtain such licenses and registrations as required by State Statutes and Codes, and Federal and local laws and regulations and a City of Kirkland business license.

**Bid Security:**

Certified check, bank cashier's check or bid bond congruent with the Form of Bid Bond as identified in the "Instructions to Bidders" is required to be submitted with each proposal, in the amount equal to five percent (5%) of the total basic bid. Make bid security payable to the City of Kirkland, furnish bond executed by a licensed bonding agency authorized to do business in the locality of the Project.

**Bid Preparation:**

As requested by the City of Kirkland Public Works, this Small Works Roster Request for Bids (RFB) has been issued for the sole purpose and intent of obtaining bid responses from responsive and responsible bidders.

Firms submitting bids shall be responsible for any and all costs and/or expenses associated with preparing and submitting the bids.

**Questions:**

ALL questions must be submitted in writing (E-mail is preferred). Questions and answers will be forwarded to all contractors solicited in this Small Works process. To make information available to all proposing suppliers, no questions will be entertained after 12:00 PM on May 6, 2021.

Questions regarding the specifications must be addressed to Adam Weinstein at [aweinstein@kirklandwa.gov](mailto:aweinstein@kirklandwa.gov).

Questions regarding the bidding process must be submitted to Jay Gewin, Purchasing Agent at [JGewin@kirklandwa.gov](mailto:JGewin@kirklandwa.gov).

Questions may be mailed to either party at City of Kirkland, 123 5<sup>th</sup> Ave, Kirkland, WA 98033.

**Selection and Award:**

The work shall be awarded to the bidder who provides the lowest responsible priced bid per RCW 39.04.010.

The City of Kirkland reserves the right to reject any and all bids/bids and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City of Kirkland and the respondents to this solicitation have no appeal rights or procedures guaranteed to them. The City

of Kirkland reserves the right to conduct any necessary interviews for clarification purposes before final award.

The City reserves the option to make split awards or multiple awards. Bidders may bid on individual or multiple items.

**City of Kirkland Bidder Responsibility Criteria:**

It is the intent of City to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. The bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have:
  - a. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). Meet responsibility criteria in RCW 39.04.350
5. Until December 31, 2017, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

**Distribution of Bid Document and Addenda:** This Small Works Roster Request for Bids (RFB) will be emailed directly to contractors under the appropriate category as determined by the City of Kirkland. Any addenda for this project will be e-mailed directly to all solicited contractors.

The following forms are to be executed after the contract is awarded:

1. Contract. This agreement is to be executed by the successful bidder.
2. Performance and Payment Bond. To be executed by the successful bidder and its surety company.

3. Contractor's Declaration of Option for Management of Statutory Retained Percentage; Retained Percentage Escrow Agreement. To be executed by the successful bidder based on bidder's selection of option.
4. Certificates of Insurance. To be executed by the successful bidder and by an acceptable insurance company. The City of Kirkland must be named as an additional insured.
5. Statement(s) of Intent to Pay Prevailing Wages. Affidavit certifying all employees of Contractor and Subcontractor shall be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Washington State Department of Labor and Industries.

**SPECIAL NOTE:** Prior to commencing work, the contractor and all subcontractors must have applied and paid for a City of Kirkland business license

**Contract:** The contract shall consist of the following documents: The Request for Bids (RFB), the accepted bid, any purchase orders issued by the City and any agreed upon written changes to any of the foregoing documents. The contract documents are complementary and what is called for in any one document shall be binding as if called for by all.

**Compliance with Laws:** The supplier shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

**General Bid Information:** Submission of the proposal will signify the firm's agreement that its proposal and the content thereof are valid for 90 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful firm.

**Public Disclosure:** Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed public records as defined in Chapter 42.56 RCW, Washington's Public Records Act ("PRA"). Any proposal containing language which purports to copyright the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to the PRA or this proposal, could be removed from consideration. The City does not accept responsibility for determining what the proposer may consider confidential or proprietary. Therefore, any information in the proposal that the proposer claims confidential and/or proprietary or otherwise exempt from disclosure under RCW 42.56.270 or any other provision of the PRA must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the pages and portions thereof must be clearly marked and identified. With the exception of lists of prospective proposers, and except to the extent otherwise required by law, the City will not disclose proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: portions of a proposal specifically designated as confidential and/or proprietary and therefore exempt from disclosure under the PRA until such time as the proposer has a reasonable opportunity to seek a court order preventing such disclosure.

**Non-Collusion:** The supplier must certify that their firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered in this Request for Bids. Supplier is to complete the attached Non-collusion affidavit

and submit it with the proposal.

**Payment Terms:** Net 45 days after delivery, acceptance, and receipt of invoice. Acceptance includes inspection and approval by City of Kirkland Public Works Department.

**Non-Discrimination:** The City of Kirkland requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the firm ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Jay Gewin  
Purchasing Agent



# **GENERAL INFORMATION, PROPOSAL, & CONTRACT**



# City of Kirkland

## Specifications:

### BIDDING

As requested by the City of Kirkland Public Works, this Request for Bid ("RFB") has been issued for the sole purpose and intent of obtaining bid responses from responsive and responsible bidders.

EACH BID shall constitute an offer to the City of Kirkland as outlined herein. Bid prices will include all costs associated with the performance of the contract such as equipment, labor, sales tax, permits, insurance, shipping, handling, freight charges, etc.

Criterion: The Bidder shall demonstrate a proven ability to complete this project through documentation of similar past projects completed by the Bidding firm. Similar work shall include: work in natural areas and federally regulated sensitive areas which involved clearing, planting, mulching and irrigation and the protection of existing natural features. Each project shall have been completed within the past ten (10) years and at least two of the projects shall have been completed in Washington or Oregon and west of the Cascade mountain range. In addition, the supervisory and lead personnel shall have successfully performed and completed similar project work.

### SCOPE OF WORK

The Project consists of relocating a historic building (the Snyder-Moody House, constructed in 1890 and located at 514 10<sup>th</sup> Ave W) to one of two new locations (see Site Location #1 and Site Location #2 on Attachment A). A discrete scope and budget should also be included for moving the historic building to an Interim Location at 701 1<sup>st</sup> Street prior to relocating it to its final location at either Site Location #1 or Site Location #2. A specific location with Site Location #2 (Heritage Park, 111 Waverly Way) has not been identified, but for the purposes of developing a bid, it should be assumed that the location is proximate to existing vehicular access (a roadway or parking lot). The bid for relocating the building to Site Location #1 should be considered the "base bid." Attachment A also contains photographs of the historic building (outside and interior). ***Please do not contact the owner.***

The bid shall include, but not be limited to, all the reasonable and expected activities associated with relocating a historic building to a new location, such as:

- Structurally reinforcing the building prior to moving it;
- Disconnecting utilities;
- Securing all necessary permits to allow the move and transport of the building to occur;
- Establishing a traffic control plan for transport of the building;
- Scheduling, permitting and undertaking all tree trimming and utility work needed to transport the building along city streets; and
- Placing the structure at the new site.

The City of Kirkland will install all site improvements (grading, foundation, utilities, etc.) for the building at the building's final resting spot. In addition, the bid should include costs associated with implementing the traffic control plan and tree trimming, and planning for these activities.

#### TENTATIVE SCHEDULE

4/30/21 - Request for Bid released

5/11/21 by 12:00 PM – Bids Due

June 2021 – Notice to Proceed

**\* BID PROPOSAL FORM \***  
**RFB NUMBER XX-XX-XX**  
**PROJECT NAME**  
**REQUEST FOR BIDS**

**Contractor:** \_\_\_\_\_

**UBI:** \_\_\_\_\_

**Bidder shall submit one original sealed bid.** Bids represent the amount proposed to be charged to the City for executing all work, including labor and materials, fees, insurance and bond costs, and costs associated with any requirements of the bid documents or contract documents.

**Within the three-year period immediately preceding the date of the bid solicitation for this Project, bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. Have received training on the requirements related to public works and prevailing wage under 39.04 and 39.12 RCW or have completed three or more public works projects and have had a valid business license in Washington for three or more years thus being exempt from the training requirements.**

The undersigned bids and agrees to complete all construction of the **Snyder-Moody House Relocation; JOB NO. 16-21-PB** for the following. The bid for relocating the building to Site Location #1 should be considered the "base bid." Bids for relocating the building to Site Location #2 and the Interim Location should be considered "alternate bids."

Qty	Description	Total
	<b><u>Base Bid</u></b>	
1	Relocation to Site #1	\$_____ (Including tax)
	<b><u>Alternate</u></b>	
1	Relocation to Site #2	\$_____ (Including tax)
1	Relocation to interim location with final delivery to Site #1	\$_____ (Including tax)
2	Relocation to interim location with final delivery to Site #2	\$_____ (Including tax)

**I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Location or Place Executed: (City, State)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and title of person signing

\_\_\_\_\_  
Date

**Contractor's Address:**

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_

\_\_\_\_\_  
Fax Number

\_\_\_\_\_

\_\_\_\_\_  
E-mail



## BID DEPOSIT

Herewith find deposit in the form of a cashier's check or certified check in the amount of \$\_\_\_\_\_ which amount is not less than five percent (5%) of the total bid.

SIGN HERE \_\_\_\_\_

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## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and  
\_\_\_\_\_, as Surety, are held and firmly  
bound unto the City of Kirkland, as Obligee, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ dollars, for the payment of which the Principal and the  
Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these  
presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

\_\_\_\_\_

Project Name

\_\_\_\_\_

Job Number

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Note: If a Bid Bond is provided, it must be accompanied by a power of attorney which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this Bid Bond.

**CITY OF KIRKLAND**  
**NONCOLLUSION AFFIDAVIT**  
**Snyder-Moody House Relocation**  
**JOB NO. 16-21-PB**

STATE OF WASHINGTON    )  
                                      ) SS  
COUNTY OF KING        )

The undersigned, being duly sworn, on oath deposes and says that the person(s), firm, association, 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 connection with the project for which this proposal is submitted.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Title

Sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., ET. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**CITY OF KIRKLAND  
STATEMENT OF BIDDER'S QUALIFICATIONS**

Contractor Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Number of years the Contractor has been engaged in the construction business under the present firm name: \_\_\_\_\_

Describe the general character of work performed by your company: \_\_\_\_\_

List five projects of a similar nature which Contractor has completed within the last 10 years. Include contract amount and contact information for references:

Project Name	Amount	Owner/Agency	Contact	Phone	Year Completed

List major equipment anticipated to be used on this project; indicate whether Contractor-owned or to be leased from others: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bank reference(s): \_\_\_\_\_

Washington State Contractor Registration No.: \_\_\_\_\_

Uniform Business Identification No.: \_\_\_\_\_

I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the City of Kirkland project should I become the successful bidder.

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_





## **GENERAL SERVICES AGREEMENT – Public Works (GSA 06/30/2020)**

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This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and \_\_\_\_\_ (hereinafter the "Contractor"). In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

### **I. SERVICES PROVIDED**

- A. The Contractor agrees to provide all necessary labor to perform the following services for the City: Work as described in Attachment \_\_ to this agreement.
- B. Contractor acknowledges this is a Public Work as defined in RCW39.04.010(4) and agrees to comply with all relevant provisions of that chapter in performing this work, including but not limited to, providing the retainage, bonds and paying the prevailing wages required by that chapter.

### **II. CONDITIONS/ARRANGEMENTS**

- A. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above;
- B. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.
- C. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

### **III. DURATION**

Contractor agrees to perform the services under this Agreement commencing upon acceptance of this Agreement, and with the anticipated start date of \_\_\_\_\_.

### **IV. PAYMENT**

- A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$\_\_\_\_\_ as described in Attachment A. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement.
- B. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

### **V. INDEPENDENT CONTRACTOR**

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that Contractor 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 Contractor as a result of Contractor's status as an independent contractor. The Contractor 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 Contractor, or any employee of Contractor.

## **VI. ASSIGNMENT**

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

## **VII. NONDISCRIMINATION**

Contractor 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.

## **VIII. TERMINATION OF CONTRACT**

The City or the Contractor may terminate 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 Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

## **IX. HOLD HARMLESS AND INDEMNIFICATION**

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

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

## **X. LIABILITY INSURANCE COVERAGE**

Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein, including 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 Contractor, 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.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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**

Contractor shall obtain insurance of the types and coverage as 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.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop-gap liability, and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

### **B. Minimum Amounts of Insurance**

Contractor 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 and \$2,000,000 products-completed operations 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. Contractor'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 Contractor's insurance and shall not contribute with it.
2. The Contractor shall provide the City and all Additional Insureds for this work 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**

Contractor 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 Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

**F. Public Entity Full Availability of Contractor Limits**

If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor 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 Contractor.

**1. Subcontractors' Insurance**

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

**G. Failure to Maintain Insurance**

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving five business days notice to the Contractor 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 Contractor from the City.

## **XI. COMPLIANCE WITH LAWS**

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

## **XII. NOTICES/FORMAL COMMUNICATIONS**

Written notices, requests, or grievances to the City shall be made to:  
City of Kirkland \_\_\_\_\_, Attention: \_\_\_\_\_  
Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033.

## **XIII. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ Department for the City shall review and approve the Contractor's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Contractor, and shall coordinate all communications with the Contractor from the City.

## **XIV. ENTIRE AGREEMENT/MODIFICATION**

This Agreement, together with all attachments or addenda, represents the entire and completely integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

## **XV. CONFIRMATION OF CONTRACTOR ELIGIBILITY**

Within the three-year period immediately preceding the date of the bid solicitation for this Project, Contractor has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

## **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.

Agreed to and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By their signature below the Contractor also certifies (or declares) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

CONTRACTOR

CITY OF KIRKLAND

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Tracey Dunlap, Deputy City Manager

Print Name \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_

City, Zip \_\_\_\_\_

Phone(s) \_\_\_\_\_

SS#/Tax ID# of Payee:  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Kirkland City Attorney



## PERFORMANCE BOND

**Surety to have an A.M. Best rating of A-:VII or better.**

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that **CONTRACTOR NAME**, as Principal, and \_\_\_\_\_, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of \_\_\_\_\_, (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States of America, plus the total amount of extra orders issued by the City to the Principal pursuant to the terms of the Contract referred to in the next succeeding paragraph hereof, for the payment whereof Principal and Surety bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **PROJECT NAME, Job #XX-XX-XX**, which is hereby made a part of this bond as if fully set forth herein;

NOW, THEREFORE, the condition of this bond is such that:

1. If the Principal shall completely and faithfully perform all of its obligations under the Contract, including any warranties required thereunder, and all modifications, amendments, additions, and alterations thereto, including modifications which increase the contract price or time for completion, with or without notice to the surety; and
2. If the Principal shall indemnify and hold the City harmless from any and all losses, liability, damages, claims, judgments, liens, costs, and fees of any type that the City may be subject to because of the failure or default of the Principal in the performance of any of the terms, conditions, or obligations of the Contract, including all modifications, amendments, additions, and alterations thereto, and any warranties required thereunder;

THEN THIS obligation shall be null and void; otherwise to remain in full force and effect. If the City shall declare Principal to be in default of the Contract, and shall so notify Surety, Surety shall, within a reasonable time which shall not exceed 14 days, except for good cause shown, notify the City in writing of the manner in which surety will satisfy its obligations under this Bond.

Nonpayment of the Bond premium will not invalidate this Bond nor shall the City be obligated for the payment thereof. The Surety hereby waives notice of any modification of the Contract or extension of time made by the City.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.



## LABOR, MATERIAL AND TAXES PAYMENT BOND

Surety to have an A.M. Best rating of A-:VII or better.

**Bond No.** \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that, **CONTRACTOR NAME**, as Principal, and \_\_\_\_\_, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of \_\_\_\_\_ (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) for the use and benefit of claimants as hereinafter defined, in the sum of \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)**, lawful money of the United States of America, plus the total amount of any extra orders issued by the City, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for **PROJECT NAME, Job #XX-XX-XX**, which contract is by this reference made a part hereof;

WHEREAS, the contract is a public works contract, subject to the provisions of RCW Titles 39 and 60;

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for (a) all labor and material used or reasonably required for use in the performance of the contract and (b) all taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions: A claimant is defined as and includes (a) a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, (b) the state with respect to taxes incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due and (c) any other person or entity as allowed or required by law.

3. The Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full prior to Final Acceptance of the project, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly due claimant, and may have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit or action.

(Form continues on next page)



4. No suit or action shall be commenced hereunder by any claimant (except the state with respect to taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due) unless the claimant has sent the written notice required under RCW Title 39 to the Principal and to the City's Purchasing Agent by registered or certified mail, or by hand delivery, no later than 30 days after Final Acceptance of the Project.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety hereby waives notice of any modification of the contract or extension of time made by the City.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.

## **END OF LABOR, MATERIAL AND TAXES PAYMENT BOND FORM**

**CITY OF KIRKLAND  
CONTRACTOR'S DECLARATION OF OPTION FOR  
MANAGEMENT  
OF STATUTORY RETAINED PERCENTAGE**

**Snyder-Moody House Relocation**

**JOB NO. 16-21-PB**

Monies reserved under provisions of Chapter 60.28 RCW, at the option of the Contractor, shall be:

*Select*

*One*

- ☐ (1) Retained in a fund by the City. No interest will be earned on the retained percentage amount under this election.
- ☐ (2) Retainage Bond
- ☐ (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. (For the convenience of those Contractors choosing option (3) a City approved Form of Escrow Agreement is included on the next page and should be completed and submitted with the executed contract.)

*The Contractor in choosing option (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.*

- ☐ (4) Deposited by the City in an interest-bearing account at the FDIC insured bank currently providing contracted banking services to the City of Kirkland. Interest on such account shall be paid to the contractor. Any fees incurred shall be the responsibility of the contractor.

CONTRACTOR:

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

Print or Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RETAINAGE BOND**  
**RETURN THIS FORM IF RETAINAGE BOND OPTION IS SELECTED**

Contract Title	_____
Contract Number	_____
Contractor Name	_____

The Undersigned, \_\_\_\_\_, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington as Principal, and \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto \_\_\_\_\_, hereinafter called Obligee, and are similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of

(\$ \_\_\_\_\_), Which is 5% of the principal's price on Contract ID \_\_\_\_\_.

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, the said principal herein executed a contract with the Obligee, for the Contract specified above, Contract ID Number \_\_\_\_\_.

WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the Principal the sum of \_\_\_\_% from monies earned on estimates during the progress of the construction, herein after referred to as earned retained funds.

NOW WHEREAS, Principal has requested that the Obligee not retain any earned retained funds as allowed under RCW 60.28.

NOW THEREFORE, the condition of the obligation is such that the Principal and Surety are held and bound unto the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of \_\_\_\_\_ percent (\_\_\_\_%) of the final contract cost which shall include any increases due to change orders, increases in quantities of work or the addition of any new item of work. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, then this obligation shall be null and void; otherwise, it shall remain in full force and effect until release is authorized in writing by the Obligee. This bond and any proceeds therefrom shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

PROVIDED HOWEVER, that:

1. The liability of the surety under this bond shall not exceed 5% or 50% of the total amount earned by the Principal if no monies are retained by the Obligee on estimates during the progress of construction.
2. Any suit under this bond must be instituted within the time provided by applicable law.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

**SURETY**

**PRINICPAL**

By: \_\_\_\_\_  
Name/Title

By: \_\_\_\_\_  
Name/Title

OF: \_\_\_\_\_

OF: \_\_\_\_\_

Surety Name and Local Office of Agent: \_\_\_\_\_

Surety Address and Phone of Local Office and Agent: \_\_\_\_\_

\_\_\_\_\_

**CITY OF KIRKLAND  
RETAINED PERCENTAGE ESCROW AGREEMENT**

**Snyder-Moody House Relocation**

**JOB NO. 16-21-PB**

Escrow No. \_\_\_\_\_

City of Kirkland  
123 Fifth Avenue  
Kirkland, Washington 98033

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TO: Escrow Bank or Trust Company:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

The undersigned, \_\_\_\_\_, herein referred to as the Contractor, has directed the City of Kirkland to deliver to you its warrants, which shall be payable to you and the Contractor jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

**INSTRUCTIONS**

1. Warrants or checks made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the City of Kirkland. Attached is a list of such bonds, or other securities approved by the City of Kirkland. Other bonds or securities, except stocks, may be selected by the Contractor, subject to the express written approval of the City of Kirkland. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so at the direction of the City of Kirkland and Contractor.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.
3. You are not authorized to deliver to the Contractor all or any part of the securities held by you

pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the City of Kirkland's warrants) except in accordance with written instructions from the City of Kirkland. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is \_\_\_\_\_.

4. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City of Kirkland directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for hereinabove. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorneys fees occasioned by such default, delay, controversy, or litigation.

5. This agreement shall not be binding until executed by the Contractor and the City of Kirkland and accepted by you.
6. This instrument contains the entire agreement between you, the Contractor and the City of Kirkland, with respect to this escrow and you are not a part nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever, except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representatives, and heirs of the parties hereto.
8. The Contractor's Federal Income Tax Identification number is \_\_\_\_\_.

**\*\* Please note:** Written release will be issued by the Director of Finance & Administration. For further information, contact the Purchasing Agent at (425) 587-3123.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

CONTRACTOR:

CITY OF KIRKLAND:

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

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

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Address: \_\_\_\_\_  
\_\_\_\_\_

123 Fifth Avenue  
Kirkland, Washington 98033

The above escrow instructions received and accepted this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

ESCROW BANK OR TRUST CO:

\_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

Securities Authorized by City of Kirkland (select one):

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligations of any corporation wholly-owned by the government of the United States;
4. Indebtedness of the Federal National Mortgage Association; and
5. Time deposits in commercial banks.

**RETURN THIS SIGNED AGREEMENT TO:**

City of Kirkland  
Attn: Purchasing Agent  
123 Fifth Avenue  
Kirkland, Washington 98033

## **CITY OF KIRKLAND RETAINAGE RELEASE REQUIREMENTS**

### **DOCUMENTS REQUIRED TO BE ON FILE PRIOR TO RELEASE OF RETAINAGE**

1. Intent to Pay Prevailing Wage (Contractor must generation including for subcontractors)

Department of Labor/Industries  
Employment Standards Division  
General Administration Building  
Olympia, Washington 98504  
(360) 956-5335

2. Notice of Completion of Public Works Contract (City generates)

Department of Revenue  
Excise Tax Division  
Olympia, Washington 98504

3. Affidavit of Wages Paid (Contractor must generate including for subcontractors)

Department of Labor/Industries

4. Certificate of Release - State Excise Tax by Public Works Contractor (Letter from State to City)

Department of Revenue  
Department of Labor and Industries  
Employment Security Department

5. Receipt for Payment in full or Release of Lien signed by Lien Claimant and filed with City (Responsibility of Contractor to obtain)

Claims against retainage or Payment Bond filed with City by any such subcontractor, workman, or material supplier.

6. Current insurance certificate through retainage release (Contractor generates)
7. Produce final invoice for retainage if bond is not selected (Contractor generates)

# MOODY-SNYDER HOME RELOCATION SITE MAPS





# MOODY - SNYDER EXTERIOR

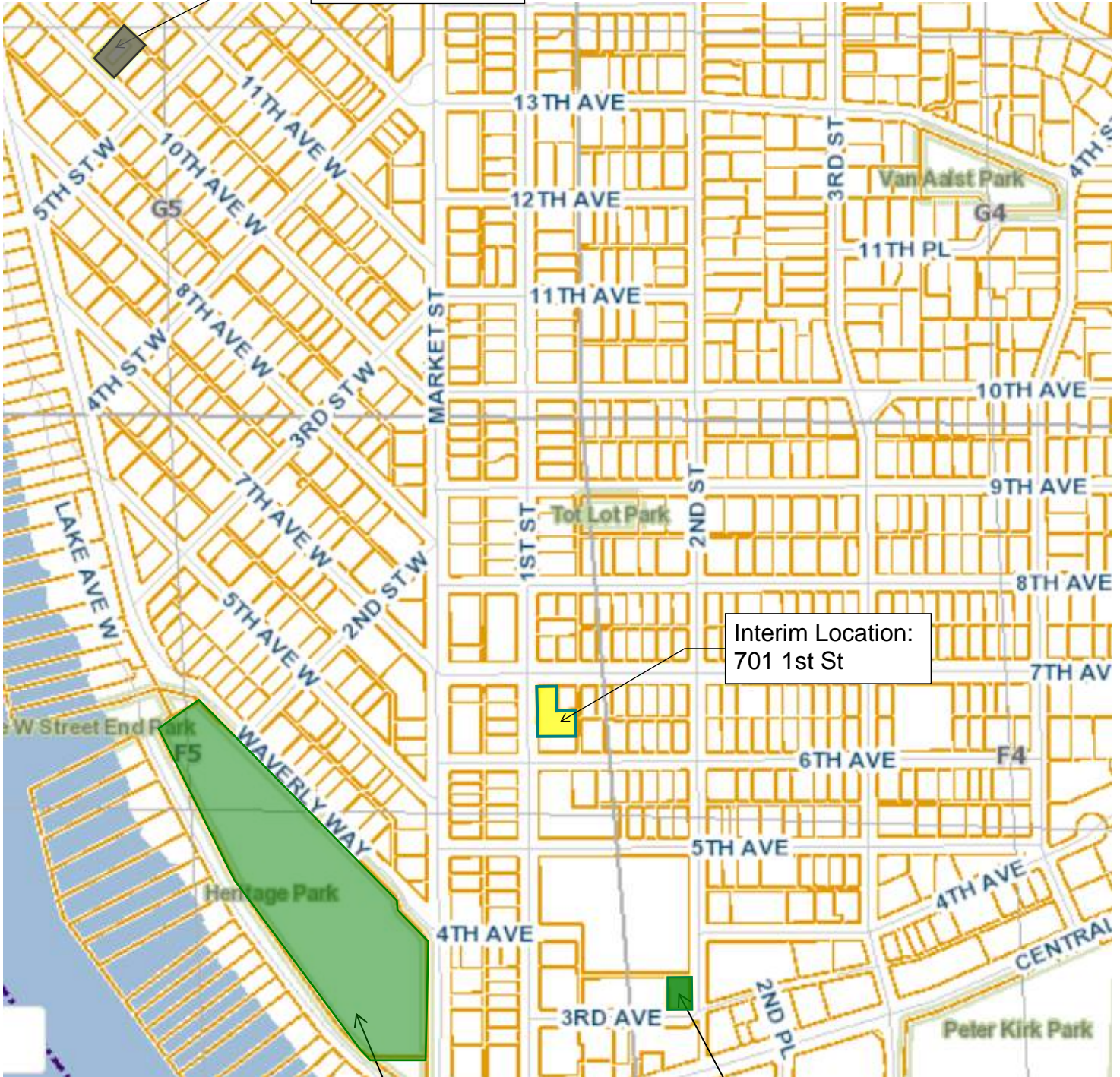


# MOODY - SNYDER INTERIOR





Current Location:  
514 10th Ave W



Interim Location:  
701 1st St

Site Location #2:  
111 Waverly Way

Site Location #1:  
PIN 3885808616



[illegible]



# INTERIM LOCATION

★ Parcel PIN: 3885806745

**Site Address** - 701 1ST ST

**Zoning** - RS 5.0, Low Density Residential

**Neighborhood** - Norkirk

**Sewer District** - City of Kirkland

**Water District** - City of Kirkland



Lakeside North  
Church Parking Lot



☆ Parcel PIN: 3885808616

Site Address -

Zoning - PLA 7A, High Density Residential

Neighborhood - Norkirk

Sewer District - City of Kirkland

Water District - City of Kirkland

## SITE LOCATION #1





# SITE LOCATION #2

☆ Parcel PIN: 3885800006

**Site Address** - 111 WAVERLY WAY

**Zoning** - P, Park/Open Space

**Neighborhood** - Market

**Sewer District** - City of Kirkland

**Water District** - City of Kirkland

