City Attorney
Kevin Hansen
Rev: 10/21/26

CON/32600328

GENERAL SERVICES AGREEMENT – PUBLIC WORKS
105th Ave NE Sewerline Repair Project

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and SHORELINE CONSTRUCTION COMPANY (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 shall provide all necessary labor and materials to construct and complete the following services for the City:

1. Work as described in Attachment A to this Agreement.

B. Contractor acknowledges this project is a Public Work as defined in RCW 39.04.010(4) and agrees to comply with all relevant provisions of that chapter in performing this work, including but not limited to, retainage, providing bonds or equivalent, and paying prevailing wages required by that chapter and chapter 39.12 RCW.

II. CONDITIONS/ARRANGEMENTS

A. Contractor will supply all materials, tools, 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.

D. Contractor's Risk. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

E. Work Site Safety. The Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

F. Prevailing Wages. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the contract work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate

provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached.

G. Warranty and Guarantee. The Contractor shall warrant and guarantee the materials and work to be free of defects for a period of two (2) years after the City' s final acceptance of the entire Project. The Contractor shall be liable for any costs, losses, expenses, or damages, including consequential damages, suffered by the City resulting from defects in the Contractor' s work including, but not limited to, the cost of materials and labor expended by the City in making emergency repairs and the cost of engineering, inspection, and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

H. Correction of Defects. The Contractor shall be responsible for correcting all defects in performance of the work and/or related to materials discovered after the acceptance of this work. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in the performance of the work and/or related to the materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City' s mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

III. DURATION; NOTICE TO PROCEED; TIME OF COMPLETION

Contractor agrees to perform the services under this Agreement commencing upon acceptance of this Agreement. The Contractor shall commence work within 15 working days after the City issues a written Notice to Proceed and shall complete the work before April 30, 2027. The time of beginning, rate of progress, and time of completion are essential conditions of this Agreement. Except where terminated earlier, this Agreement shall be effective from the date of Agreement execution through expiration of the warranty period.

IV. PAYMENT

A. Total Compensation. The City shall pay the Contractor a total amount not to exceed **$178,450.56**, including applicable Washington State Sales Tax, for the work and services contemplated in this Agreement, as described in Attachment B. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement, with the exception of an approved change order.

B. Invoicing. The Contractor shall submit, in a format acceptable to the City, monthly invoices for work and services performed in a previous calendar month. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. The City shall pay for the portion of the work described in the invoice that has been completed by the

Contractor and approved by the City. Payment will be made in the normal course of business following receipt of invoice. The City' s payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

C. No Performance and Payment Bond. The Contractor, in lieu of providing the City a performance bond, has elected to have the City retain the final ten percent (10%) of the Agreement amount pursuant to RCW 39.08.010. Therefore, the final ten percent (10%) shall be retained by the City for thirty (30) days after the date of final acceptance or until receipt of all necessary releases from the Washington State Department of Revenue, the Washington State Employment Security Department, and the Washington State Department of Labor & Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

D. Retainage. Pursuant to RCW 39.04.155(3), and in consideration of the Contractor's decision to provide retainage in lieu of payment and performance bonds under, the City waives the retainage requirements of RCW 60.28.011(1)(a) for this Contract. Although the City is waiving these retainage requirements for this Contract, the City retains its right of recovery against the Contractor for any payments made on the Contractor' s behalf, as provided in RCW 39.04.155(3).

E. Defective or Unauthorized Work. If during the course of the contract the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

F. Final Payment: Waiver of Claims. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Agreement and receipt of the final invoice from the Contractor, the City shall pay to the Contractor all sums due as provided by this Agreement, except those required to be withheld by law or agreed to in special contract provisions. The Contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the Contractor as unsettled at the time request for final payment is made.

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. CHANGES.

The City may issue a written change order for any change in the contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Agreement within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XXII, Claims, below. The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VI. ASSIGNMENT

The Contractor shall not assign, subcontract, transfer, convey, pledge, or otherwise dispose of this Agreement, any part of this Agreement, or any portion of the services contemplated by this Agreement without the prior written consent of 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 may terminate this Contract, with or without cause, by giving ten (10) days' written notice to the Contractor. In the event that this Agreement is terminated by the City, the Contractor shall be entitled to receive compensation owed for all work specified in the Scope of Work (Attachment A) that was satisfactorily completed, as scheduled, up to the date of termination. After termination, the City may take possession of all records and data

within the Contractor's possession pertaining to this project, which may thereafter be used by the City without restriction.

IX. HOLD HARMLESS AND INDEMNIFICATION

A. To the greatest extent allowed by law the Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers 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.

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 services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence and Contractor's defense obligations shall be limited to the reimbursement of reasonable defense costs (including attorney and professional fees and expenses) in proportion to liability of the Contractor.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Washington's 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

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.

G. **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.

H. **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 Public Works Department,
Attention: Ben Mahony
Kirkland City Hall
123 Fifth Avenue
Kirkland, Washington 98033.

XIII. GENERAL ADMINISTRATION AND MANAGEMENT

The Public Works 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 chapters 49.46, 49.48, or 49.52 RCW.

XVI. NON-ENDORSEMENT

As a result of the selection of a Contractor to perform work and supply services to the City, the Contractor 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 Contractor acknowledges that the person, firm, association, co-partnership, or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

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

XIX. DEBARMENT

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

XX. 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.

XXI. 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.

XXII. PROTEST AND CLAIMS

A. Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

1. Claim must cover all costs and be documented: A Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor (and Subcontractors) may be entitled and may not contain reservations of rights without City's written approval; any such unapproved reservations of rights shall be without effect. At a minimum, a Claim shall contain the following information:

i. *Factual statement of Claim*: A detailed factual statement of the Claim for additional compensation and/or time, if any, providing all necessary dates, locations, and items of work affected by the Claim and confirming the damages asserted (time and cost) are actually caused by and/or a result of the act, event, or condition complained of;

ii. *Dates*: The date on which event(s) arose which gave rise to the Claim;

iii. *Individuals knowledgeable about Claim*: The name of each individual, including but not limited to employees of Contractor, Subcontractors, City and/or A/E believed to be knowledgeable about the Claim;

iv. *Support from Agreement Documents*: The specific provisions of the Agreement that support the Claim;

v. *Identification of other supporting information*: The identification of any documents and the substance of any oral communications that support the Claim;

vi. *Copies of supporting documentation*: Data and copies of any identified documents, other than the Agreement, that support the Claim;

vii. *Details on Claim for Contract Time*: If an adjustment in the time to perform is sought, the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the time should be granted, and Contractor's analysis of its schedule to demonstrate the reason for the time extension.

viii. *Details on Claim for adjustment of Total Compensation*: If an adjustment in the Total Compensation is sought, the exact amount sought and a breakdown of that amount into the categories and with the detail required by Section 7; and

ix. *Statement certifying Claim*: A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects

the adjustment in the Total Compensation or time to perform for which Contractor believes City is liable.

B. Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this Section 11 provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

C. Contractor's Duty to Complete Protested Work. Regardless of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

D. Claims. The Contractor shall give written notice to the City of all claims, other than change orders, within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor, unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in this section regarding protests. Failure to provide a timely and complete written notification of claim shall be an absolute waiver of any claims arising in any way from the facts or events surrounding that claim. The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. The Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

E. Claims for consequential damages. Contractor and City waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the City for income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by Contractor for principal and home office overhead and expenses including but not limited to the compensation of personnel stationed there, for loss of financing, business and/or reputation, for losses on other projects, for loss of profit, and for interest or financing costs. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this subparagraph, however, shall be deemed to preclude an award of City's liquidated or other City delay damages, when applicable, in accordance with the Agreement, or to preclude or limit Contractor's obligation to indemnify City for damages, including direct, indirect, or consequential damages, alleged by a third party.

F. Reciprocal Chapter 42.56 RCW rights. Contractor agrees, on behalf of itself and Subcontractors, that any invocation of RCW 42.56 at any time by Contractor or a Subcontractor, or their respective representatives, shall initiate an equivalent right to disclosures from Contractor and Subcontractors for the benefit of City. Failure to fully comply with these requirements shall constitute a material breach of the Agreement and shall constitute a waiver of all Claims by Contractor and any Subcontractor that does not fully comply.

XXIII. EFFECTIVE DATE

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

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 Shoreline Construction Co.

Douglas Suzuki Digitally signed by Douglas Suzuki Date: 2026.10.01 08:56:06 -07'00'

(signature)

Print Name Douglas J. Suzuki

Date: 10/1/26

Address PO Box 358

City, Zip Woodinville 98072

Phone(s) 425-483-0600

SS#/Tax ID# of Payee: 91-0515837

CITY OF KIRKLAND

Tracey Dunlap, Deputy City Manager

Date: 10/22/2026

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

105th Ave NE Sewerline Repair Project
JOB NO. 11-26-PW

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.

[X] (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: Douglas Suzuki Digitally signed by Douglas Suzuki Date: 2026.10.06 06:48:08 -07'00'

Print or Type Name: Douglas J. Suzuki

Title: President

Date: 10/6/26

Bond No. 30285434

RETAINAGE BOND
RETURN THIS FORM IF RETAINAGE BOND OPTION IS SELECTED

Contract Title	105th Ave NE Sewerline Repair Project
Contract Number	11-26-PW
Contractor Name	Shoreline Construction Co.

The Undersigned, Shoreline Construction Co., 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 Western Surety Company organized and existing under the laws of the State of South Dakota and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto City of Kirkland, 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 Eight Thousand Eighty-two and 00/100 Dollars ($ 8,082.00), Which is 5% of the principal's price on Contract ID 11-26-PW.

WHEREAS, on the _____ day of _____, 2___, the said principal herein executed a contract with the Obligee, for the Contract specified above, Contract ID Number 11-26-PW

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 Five percent (5 %) 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 23rd day of September, 2026.

SURETY

By: Alyssa J Lopez
Name/Title Alyssa J Lopez, Attorney-in-Fact

OF: Western Surety Company

PRINCIPAL

By: _____ PRESIDENT
Name/Title

OF: Shoreline Construction Co.

Surety Name and Local Office of Agent: Surety: Western Surety Company Agent: Propel Insurance

Surety Address and Phone of Local Office and Agent: Surety: 601 Union Street, Suite 1601, Seattle, WA 98101 Agent: 1201 Pacific Avenue, Suite 1000, Tacoma, WA 98402

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael S Mansfield, Donald Percell Shanklin Jr, Tamara A Ringeisen, Kari Michelle Motley, Bryan Richard Ludwick, Travis J Robles, Lois F Weathers Individually of Portland, OR
Eric A Zimmerman, James B Binder, Aliceon A Keltner, Brandon K Bush, Jacob T Haddock, Katharine J Snider, Justin Dean Price, Charla M Boadle, Christopher Kinyon, Jamie L Marques, Celeste M Van Vliet, Individually of Seattle, WA
Carley Espiritu, Brent E Heilesen, Annelies M Richie, Kristine A Lawrence, Holli Lagerquist, Amelia G Burrill, Lindsey Elaine Jorgensen, Sarah Whitaker, Julie A Craker, Alyssa J Lopez, Sharree Sutherland, Individually of Tacoma, WA

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - **In Unlimited Amounts** - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on April 17, 2026.

WESTERN SURETY COMPANY

State of South Dakota }
County of Minnehaha } ss

Larry Kasten, Vice President

On April 17, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031

K. Walsh, Notary Public

CERTIFICATE

I, P. Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation on September 23, 2026.

WESTERN SURETY COMPANY

P. Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated on April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CITY OF KIRKLAND

KIRKLAND, WASHINGTON
PERFORMANCE BOND

PERFORMANCE BOND

SURETY TO HAVE AN A.M. BEST RATING OF A:VII OR BETTER.

Bond No. 30285432

KNOW ALL PERSONS BY THESE PRESENTS, that **Shoreline Construction Co.** (Contractor), as Principal, and Western Surety Company, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of South Dakota, (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 One Hundred Seventy Eight Thousand Four Hundred and Fifty Six Cents dollars ($ $178,450.56), 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: 105th Ave NE Sewerline Repair Project**, 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;
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 (a) in 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, and/or (b) in the payment for labor, equipment, and materials by satisfying all claims and demands incurred under the Contract, and reimbursing and paying Owner all expenses that Owner may incur in making good any default by the Principal; and
3. If the Principal shall indemnify and hold the City harmless from all claims, liabilities, causes of action, damages and costs, including property damages and personal injuries, resulting from any defect appearing or developing in the material provided or workmanship performed under the Contract;

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 23rd day of September, 2026

Principal: Shoreline Construction Co.	Surety: Western Surety Company
By:	By:
Title: PRESIDENT	Title: Alyssa J Lopez, Attorney-in-Fact
Address: 8315 216th SE	Address: 601 Union Street, Suite 1601
City/Zip: Woodinville, WA 98072	City/Zip: Seattle, WA 98101
Telephone: (425) 483-0600	Telephone: (800) 262-2110

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 BOND (PAYMENT BOND)

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

Bond No. 30285432

KNOW ALL PERSONS BY THESE PRESENTS, that, **Shoreline Construction Co (Contractor)**, as Principal, and Western Surety Company, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of South Dakota (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 One Hundred Seventy Eight Thousand Four Hundred and Fifty Six Cents dollars ($ $178,450.56) 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: 105th Ave NE Sewerline Repair Project**, 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.

1. 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

(Form continues on next page)

costs or expenses of any such suit or action.

2. 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 23rd day of September, 2026

Principal: Shoreline Construction Co.	Surety: Western Surety Company
By:	By: Alyssa J Lopez
Title: PRESIDENT	Title: Alyssa J Lopez, Attorney-in-Fact
Address: 8315 216th SE	Address: 601 Union Street, Suite 1601
City/Zip: Woodinville, WA 98072	City/Zip: Seattle, WA 98101
Telephone: (425) 483-0600	Telephone: (800) 262-2110

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael S Mansfield, Donald Percell Shanklin Jr, Tamara A Ringeisen, Kari Michelle Motley, Bryan Richard Ludwick, Travis J Robles, Lois F Weathers Individually of Portland, OR
Eric A Zimmerman, James B Binder, Aliceon A Keltner, Brandon K Bush, Jacob T Haddock, Katharine J Snider, Justin Dean Price, Charla M Boadle, Christopher Kinyon, Jamie L Marques, Celeste M Van Vliet, Individually of Seattle, WA
Carley Espiritu, Brent E Heilesen, Annelies M Richie, Kristine A Lawrence, Holli Lagerquist, Amelia G Burrill, Lindsey Elaine Jorgensen, Sarah Whitaker, Julie A Craker, Alyssa J Lopez, Sharree Sutherland, Individually of Tacoma, WA

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - **In Unlimited Amounts** - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on April 17, 2026.

WESTERN SURETY COMPANY

State of South Dakota
County of Minnehaha } ss

Larry Kasten, Vice President

On April 17, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031

K WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, P. Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation on September 23, 2026.

WESTERN SURETY COMPANY

P. Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated on April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CITY OF KIRKLAND

105TH AVE NE SEWERLINE REPAIR

KIRKLAND, WA

100% DESIGN

JULY 2026

JOB NO. 11-26-PW

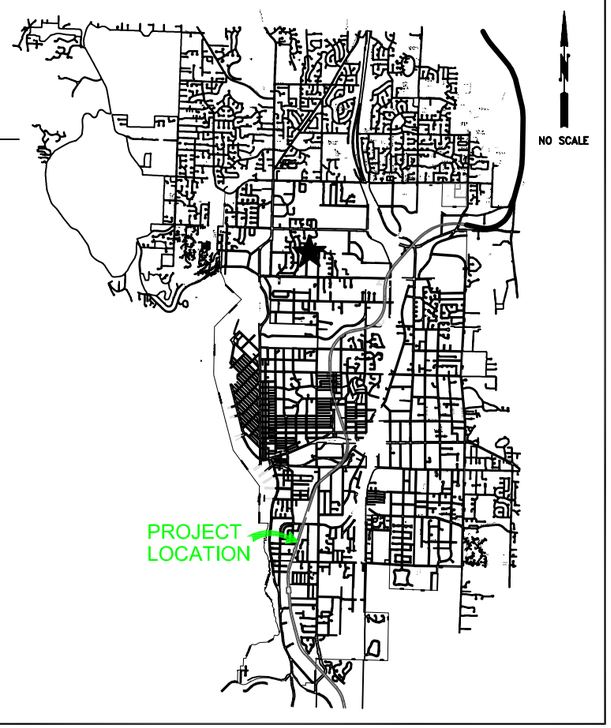
CITY OFFICIALS

KELLI CURTIS	MAYOR
NEAL BLACK	DEPUTY MAYOR
JAY ARNOLD	COUNCIL MEMBER
SHILPA PREM	COUNCIL MEMBER
AMY FALCONE	COUNCIL MEMBER
JOHN TYMCZYSZYN	COUNCIL MEMBER
JON PASCAL	COUNCIL MEMBER
KURT TRIPLETT	CITY MANAGER
JULIE UNDERWOOD	PUBLIC WORKS DIRECTOR
ROB ENGLISH, PE	CAPITAL DIVISION MANAGER

CONTACT PERSONNEL

NAME	AGENCY	PHONE
BEN MAHONY, EIT	COK PROJECT ENGINEER	425.587.3248
	COK STREETS & GROUNDS DEPARTMENT	425.587.3900
	COK STORMWATER DEPARTMENT	425.587.3900
	COK UTILITIES DEPARTMENT	425.587.3900
STEVE HOOPES	COK FIELD REPRESENTATIVE	425.623.5086
RIK MAYER	COK FIELD REPRESENTATIVE	206.496.4265
EVAN HEIMBUCH	COK FIELD REPRESENTATIVE	425.410.4606
PATTY MILLER	PUGET SOUND ENERGY (GAS)	206.305.7950
FREMONT AGUINALDO	PUGET SOUND ENERGY (ELECTRIC)	425.223.0936
BIANCA CRAWFORD	COMCAST CABLE	253.303.2723
CHERYL SCHNEIDER	ZIPLY FIBER	509.218.1294
SCOTT CHRISTENSEN	VERIZON	425.471.1079
JEFF MILES	LAKE WASH. SCHOOL DISTRICT	425.936.1120
CONST. COORDINATOR	KING COUNTY METRO	206.684.2732
MIKE FREEMAN	SEATTLE PUBLIC UTILITIES	206.684.8117
EMERGENCY	NORCOM	911
POLICE MAIN LINE	COK	425.587.3400
FIRE MAIN LINE	COK	425.864.3650
SPILL RESPONSE HOTLINE	COK	425.587.3900
ONE CALL UTILITY LOCATE		800.424.5555

KIRKLAND



INDEX OF DRAWINGS

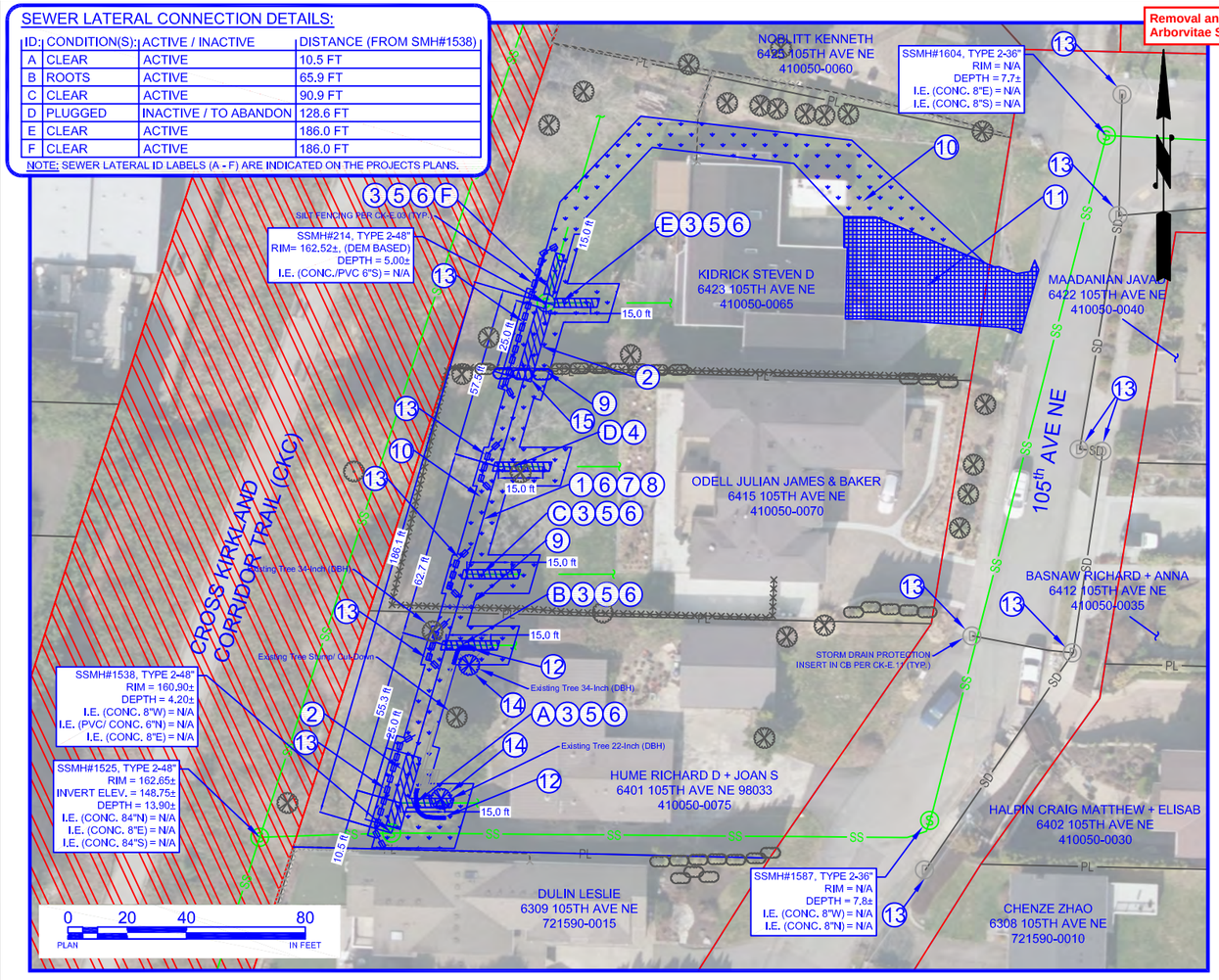
GENERAL	
	COVER SHEET, DRAWING INDEX, LOCATION MAP
IMP-1	IMPROVEMENT PLAN
STD-1	STANDARD PLANS
TESC-1	EROSION CONTROL STANDARD PLANS

ATTACHMENT A

SEWER LATERAL CONNECTION DETAILS:

ID:	CONDITION(S):	ACTIVE / INACTIVE	DISTANCE (FROM SMH#1538)
A	CLEAR	ACTIVE	10.5 FT
B	ROOTS	ACTIVE	65.9 FT
C	CLEAR	ACTIVE	90.9 FT
D	PLUGGED	INACTIVE / TO ABANDON	128.6 FT
E	CLEAR	ACTIVE	186.0 FT
F	CLEAR	ACTIVE	186.0 FT

NOTE: SEWER LATERAL ID LABELS (A - F) ARE INDICATED ON THE PROJECTS PLANS.



Removal and Replacement of Arborvitae Shrubs (5-Count)



PHOTO 1: SSMH #214 LOOKING SOUTH-WEST DIRECTION

Removal and Replacement of Two Fence Panels Per CK-R.64

Tree Removal #2
Existing Tree 34-Inch DBH

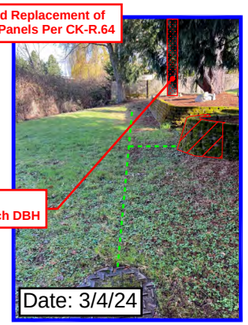


PHOTO 2: SSMH #1538 LOOKING NORTH-EAST DIRECTION

Tree Removal #1
Existing Tree 22-Inch DBH

Removal and Replacement of Landscaping Modular Retaining Block Wall



PHOTO 3: SSMH #1538 LOOKING EAST DIRECTION



PHOTO 4: NEAR SSMH #1538 LOOKING SOUTH-EAST DIRECTION

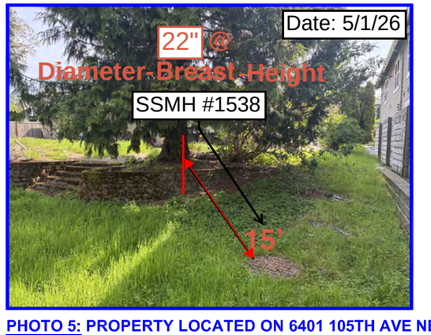


PHOTO 5: PROPERTY LOCATED ON 6401 105TH AVE NE LOOKING NORTH-EAST DIRECTION



PHOTO 6: PROPERTY 6401 105TH AVE NE LOOKING EAST DIRECTION

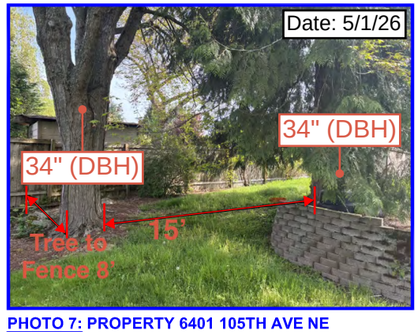


PHOTO 7: PROPERTY 6401 105TH AVE NE LOOKING NORTH-EAST DIRECTION

GENERAL NOTES:

1. UTILITY LOCATIONS SHOWN ARE APPOXIMATE AND BASED ON AVAILABLE GIS, FIELD OBSERVATIONS, AND UTILITY LOCATES. CONTRACTOR SHALL VERIFY PRIOR TO CONSTRUCTION.
2. STORM AND SEWER STRUCTURE DATA AND LOCATIONS SHOWN ARE APPROXIMATE BASED ON AVAILABLE CITY GIS AND AS-BUILT RECORDS. CATCH BASIN/ MANHOLE RIM AND INVERT ELEVATIONS ARE SHOWN TO ILLUSTRATE RELATIVE DEPTH OF PIPE AT STRUCTURE BASED ON FIELD MEASUREMENTS PROVIDED BY PROJECT SURVEYOR.
3. CITY SHALL COORDINATE AND SECURE ANY NECESSARY AGREEMENTS AND/ OR EASEMENT WITH PROPERTY OWNERS PRIOR TO ANY WORK ON PRIVATE PROPERTY. NO WORK SHALL BE PERFORMED OUTSIDE OF THE RIGHT-OF-WAY WITHOUT PRIOR AUTHORIZATION BY ENGINEER. SEE PROPERTY RESTORATION NOTES ON C0.01.
4. SITE AND DRAINAGE STRUCTURE IMAGES PROVIDED WITH THESE PLANS AND APPENDIX B OF THE SPECIAL PROVISIONS ARE FOR REFERENCE ONLY AND ARE INTENDED TO ILLUSTRATE EXISTING SITE CONDITIONS AT SPECIFIC LOCATIONS OF THE PROJECT TO AID THE CONTRACTOR IN WORK PLANNING EFFORTS. THEY DO NOT REPRESENT ALL SITE CONDITIONS AFFECTING THE WORK OR REQUIRING CONSIDERATION BY THE CONTRACTOR AND SHOULD NOT BE RELIED UPON FOR BIDDING PURPOSES.
5. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AND TYPICAL BMP FACILITIES (TESC) INCLUDING, BUT NOT LIMITED TO THE CITY STANDARD PLAN NOTES ON DRAWING C0.02 AND PRE-APPROVED PLANS ARE INCIDENTAL TO THE WORK. CONTRACTOR SHALL IMPLEMENT AND INSTALL TESC AS REQUIRED FOR THE WORK TO COMPLY WITH CITY STANDARDS AND PROJECT SPECIFICATIONS FOR EROSION AND WATER CONTROL.
6. THE CROSS KIRKLAND CORRIDOR TRAIL (CKC) IS DETERMINED AS A CRITICAL AREA AND SHALL NOT BE AFFECTED DURING THE CONSTRUCTION ACTIVITIES ARE IN-PROGRESS. ANY DAMAGE(S) SHALL BE AT THE CONTRACTOR'S EXPENSE. THE CKC CRITICAL AREA IS INDICATED ON THE PROJECT PLANS AS FOLLOWS:

CKC CRITICAL AREA BUFFER ZONE:

CONSTRUCTION NOTES:

1. PIPE BURST EXIST. 6" CONC./ PVC NOMINAL SIZE AND APPROXIMATE LENGTH OF SDR 17 8" HDPE REPLACEMENT PIPE.
2. APPROXIMATE INSERTION/ RECEIVING PIT, TO EXCAVATE, SHORE AS REQUIRED, AND BACKFILL IN-KIND PER CK - S.01.
3. TO LOCATE AND EXCAVATE ACTIVE SIDE SEWER LATERAL(S) AND SHORE AS REQUIRED, TO THEN REINSTATE NEW LATERAL CONNECTION AND INSTALL FUNCTIONAL TEST TEE, CLEANOUT, BACKFLOW PREVENTOR, 45° WYE CLEANOUT, AND SIDE SEWER MARKER POST IN ACCORDANCE WITH CK - S.17, S.18, AND S.20.
4. TO LOCATE AND EXCAVATE INACTIVE/ ABANDONED SIDE SEWER LATERAL(S) AND SHORE AS REQUIRED, TO THEN CUT BACK SIDE SEWER LATERAL, PLUG THE END OF THE PIPE, AND REMOVE AND HAUL AWAY THE ABANDONED MATERIALS.
5. TO PROVIDE TEMPORARY SANITARY SEWER BYPASS AT EACH ACTIVE SIDE SEWER LATERAL FROM THE START AND COMPLETION OF THE PIPE BURSTING ACTIVITIES.
6. TO COMPLETE SEWERMAIN AND LATERAL PRESSURE TESTING IN ACCORDANCE WITH THE COK SANITARY SEWER PLAN NOTES, AS FOLLOWS:

   PRESSURE TESTING OF GRAVITY SEWER MAINS SHALL CONFORM TO THE FOLLOWING STANDARDS: AIR TESTING WILL REQUIRE A MINIMUM OF 4 PSI FOR 15 MINUTES WITH NO PRESSURE DROP; (2) WATER TESTING WILL REQUIRE A MINIMUM OF 10' OF HEAD IN A STANDPIPE AT THE TEST LOCATION FOR 15 MINUTES WITH NO DROP IN THE WATER LEVEL IN THE STANDPIPE. EITHER TEST IS ACCEPTABLE.

   PRESSURE TESTING OF LATERALS WILL REQUIRE AN AIR TEST OF 25 PSI MINIMUM FOR 15 MINUTES WITH NO PRESSURE DROP.
7. TO PERFORM SEWERMAIN CLEANING PRIOR TO THE PIPE BURSTING ACTIVITIES.
8. TO COMPLETE PRE- AND POST CCTV INSPECTION BEFORE AND AFTER THE COMPLETION OF THE PIPE BURSTING ACTIVITIES.
9. TO REMOVE AND INSTALL PRIVATE FENCING PER CK-R.64, ADDITIONALLY, TEMPORARY 6 FT. BY 8 FT. CHAIN-LINK FENCING SHALL BE INSTALLED DURING THE PIPE BURSTING ACTIVITY DURATION.
10. PROPERTY RESTORATION: TO INSTALL TOPSOIL/ SEEDING TO RESTORE THE AFFECTED PRIVATE LANDSCAPING AREA IN KIND. ANY DAMAGE(S) SHALL BE AT THE CONTRACTOR'S EXPENSE.
11. PROPERTY RESTORATION: TO PROTECT CONCRETE AND/ OR ASPHALT DRIVEWAY SURFACES. ANY DAMAGE(S) SHALL BE AT THE CONTRACTOR'S EXPENSE.
12. PROPERTY RESTORATION: TO REMOVE AND REPLACE LANDSCAPING MODULAR RETAINING BLOCK WALL.
13. EROSION CONTROL/ SEDIMENT CONTROL: TO INSTALL CATCH BASIN INSERTS, SILT FENCING, AND OTHER RELATED BMP'S AT A MINIMUM.
14. TREE REMOVAL - THE CONTRACTOR IS TO VERIFY WITH BOTH THE CITY'S INSPECTOR AND ARBORIST TO DETERMINE IF THE TREE'S ROOTS ARE IN CONFLICT WITH THE EXCAVATION LIMITS DURING CONSTRUCTION.
15. PROPERTY RESTORATION: TO REMOVE AND REPLACE FIVE (5) ARBORVITAE SHRUB PLANTS

LEGEND:

- PROPOSED EXISTING SANITARY SEWER PIPE TO PIPE BURST W/ 8-INCH SDR-17 HDPE
- APPROXIMATE INSERTION/ RECEIVING PIT AND SIDE SEWER LATERAL REINSTATEMENT EXCAVATION LIMITS
- PROPERTY RESTORATION – TO TOPSOIL/ SEED, IN KIND
- PROPERTY RESTORATION – TO PROTECT ASPHALT AND CONCRETE DRIVEWAY SURFACES, TO REPLACE IN KIND IF DAMAGED
- PROPOSED SILT FENCING, WATTLES, ETC.
- TO REMOVE, AND RE-INSTALL EXISTING FENCING, IN KIND, AND INSTALL TEMP. FENCING
- TO REMOVE AND REINSTALL LANDSCAPING MODULAR RETAINING BLOCK WALL
- EXISTING FENCELINE
- EXISTING LANDSCAPING MODULAR RETAINING BLOCK WALL
- EXISTING SANITARY SEWER LATERAL PIPE
- SS — EXISTING SANITARY SEWER PIPE
- Ⓢ EXISTING SANITARY SEWER MANHOLE
- SD — EXISTING STORM DRAIN PIPE
- Ⓓ EXISTING STORM DRAIN CATCH BASIN
- W — EXISTING WATER PIPE UTILITY
- ⊠ EXISTING WATER METER UTILITY
- EXISTING FIRE HYDRANT
- ⋈ EXISTING WATER VALVE UTILITY
- EXISTING RIGHT-OF-WAY LINE
- PL — EXISTING PROPERTY LINE
- EXISTING TREE — TREE REMOVAL
- EXISTING SHRUBBERY — SHRUBBERY REMOVAL/ REPLACEMENT

811 Know what's below. Call 811 before you dig.

DATE	NO.	REVISION	BY

APPROVED BY:

DATE: 6/12/26

Ben Mahony, EIT — DESIGNED BY — 6/11/26 DATE
Ben Mahony, EIT — DRAWN BY — 6/11/26 DATE
REVIEWED BY — 6/12/26 DATE

CITY OF KIRKLAND WASHINGTON

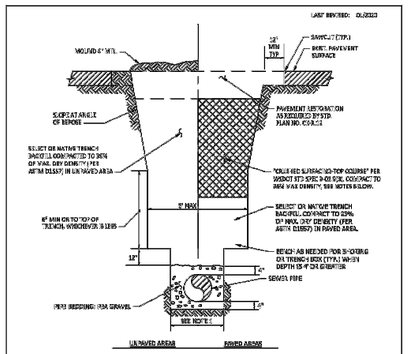
CITY OF KIRKLAND
DEPARTMENT OF PUBLIC WORKS
123 FIFTH AVENUE KIRKLAND, WA 98033
(425) 587-3800 www.kirklandwa.gov

105th Ave NE Sewerline Repair

IMPROVEMENT PLAN

REFERENCE SHEET NO. IMP-1

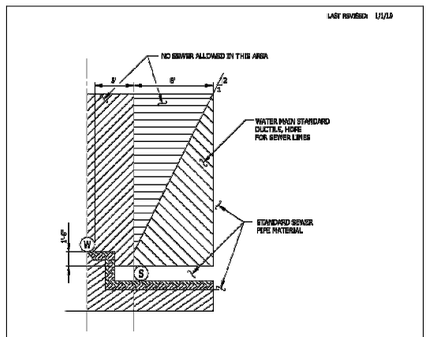
SHEET 1 OF 3



NOTES

1. TRENCH BACKFILL BELOW TOP 4 FEET MAY BE NATIVE MATERIALS OR AS REQUIRED BY THE SPECIFICATIONS, OR AS DIRECTED BY THE PUBLIC WORKS DIRECTOR.
2. MINIMUM TRENCH WIDTH SHALL BE PER I.D. + 24".
3. IN PAVED AREAS USE CRUSHED ROCK BACKFILL.
   * FULL DEPTH OF TRENCH ON MAINS SEWER MAIN RUNS PARALLEL TO THE TRANSVERSE LANE OR DRIVEWAY.
   * TOP FOUR FEET WHERE SEWER MAIN RUNS PARALLEL TO THE TRANSVERSE LANE, UNLESS EXISTING MATERIAL IS DETERMINED BY THE ENGINEER TO BE SUITABLE FOR BACKFILL.
4. THE STREET SHALL BE OVERLAID WITHIN THE ASPHALT ROADWAY IS LESS THAN 5'-0" FROM UTILITY CROSSCUTS. THE STREET SHALL BE OVERLAID AT LEAST 25 FEET ON EACH SIDE OF THE TRENCH. SEE OVERLAY POLICY R-7.

CITY OF KIRKLAND
PLAN NO. CK- S.01
SANITARY SEWER TRENCH DETAIL



PARALLEL CONSTRUCTION

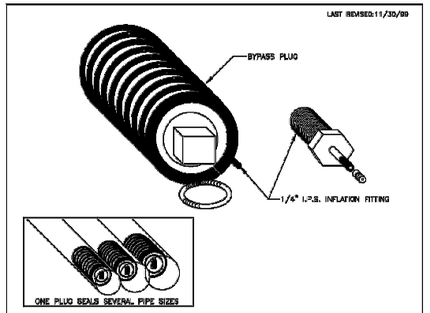
TABLE 1
WATER MAIN STANDARD PIPE MATERIAL

AWWA STANDARD			
TYPE OF PIPE	PIPE	JOINT	FITTINGS
DUCTILE IRON	C 150	C 111	C 110
CONCRETE CYLINDER	C 303		

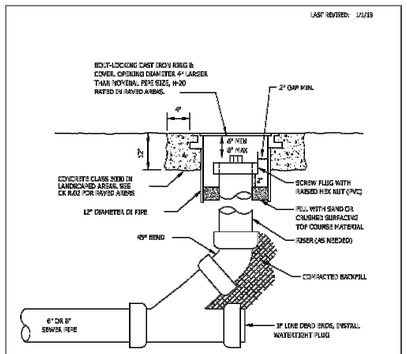
NOTE:

1. TO BE USED WHEN 10' MINIMUM SEPARATION CANNOT BE OBTAINED.

CITY OF KIRKLAND
PLAN NO. CK- S.02
WATER AND SEWER SPACING AND CLEARANCE



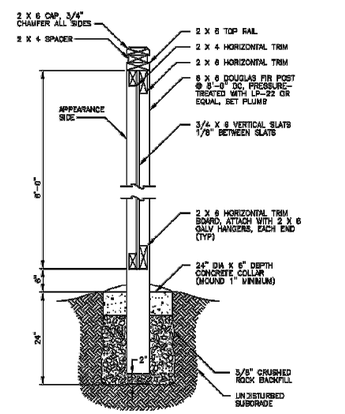
CITY OF KIRKLAND
PLAN NO. CK- S.08
SEWER MAIN BYPASS PLUG



NOTES:

1. CAST IRON COVER SHALL READ "SEWER".
2. LOCKING BOLTS FOR COVER SHALL BE 5/8"-11 NC STAINLESS STEEL TYPE 304 SOCKET (ALLEN) HEAD BOLTS, 2 INCHES LONG.
3. TRANSITIONAL COUPLINGS SHALL BE FERNCO STRONG BACK NC SERIES OR APPROVED EQUAL.

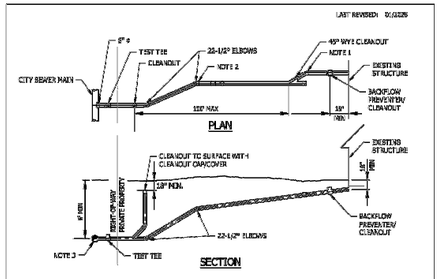
CITY OF KIRKLAND
PLAN NO. CK- S.17
CLEANOUT



NOTES

1. ALL WOOD TO BE WESTERN RED CEDAR GRADE 'B' OR BETTER UNLESS OTHERWISE INDICATED.
2. FASTEN ALL MATERIALS WITH 10d GALVANIZED NAILS UNLESS OTHERWISE INDICATED.

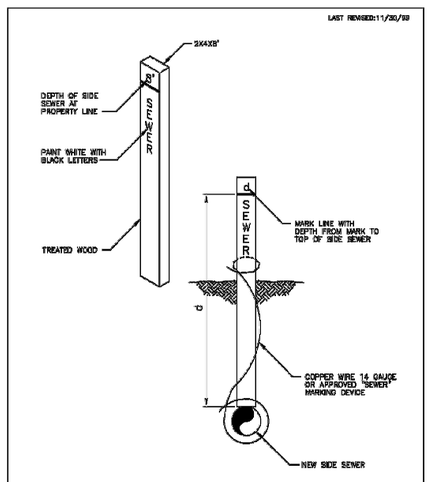
CITY OF KIRKLAND
PLAN NO. CK- R.04
BOARD FENCE



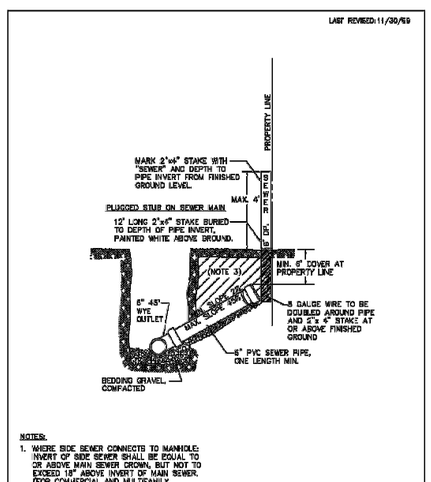
NOTES:

1. ELBOWS SHALL NOT BE GREATER THAN 45 DEGREES.
2. CLEAN OUT IS REQUIRED FOR EACH PIPE LENGTH GREATER THAN 150' AND FOR EACH 90 DEGREES ACCUMULATED ELBOW FOR 100'.
3. RIGHT-OF-WAY RESTORATION SHALL MATCH OR EXCEED THE ORIGINAL CONDITION AND BE IN ACCORDANCE WITH THE CITY STANDARDS.
4. BACKFILL FOR PAVED AREA SHALL BE 3/4" MINUS CRUSHED SURFACING TOP COURSE, COMPACTED IN 12" LIFTS.
5. ALL HOUSE PLUMBING OUTLETS MUST BE CONNECTED TO THE SEWER. NO DOWNSPOUTS OR STORM DRAINAGE MAY BE CONNECTED TO THE SEWER SYSTEM.
6. 5' MINIMUM COVERAGE AT PROPERTY LINE.
7. LAY PIPE IN STRAIGHT LINE BETWEEN BENDS. MAKE ALL CHANGES IN GRADE OR LINE WITH A 1/8 BEND OR WYE. 90 DEGREE CHANGE WITH 1/8 BEND AND WYE.
8. 6" SEWER PIPE MINIMUM SIZE ON STREET, AND ELSEWHERE AS DIRECTED BY ENGINEER. 2% MINIMUM GRADE (U.N.O.) DIRECTED BY ENGINEER) 50% MAXIMUM.
9. 4" SEWER PIPE MINIMUM SIZE ON PROPERTY. 3% MINIMUM GRADE, 100% OR DESIRED MAXIMUM.
10. TEST "T" WITH A PLUG AT WYE.
11. ALL CONSTRUCTION WITHIN STREETS AND/OR PUBLIC RIGHTS-OF-WAYS MUST BE DONE BY A STATE LICENSED GENERAL CONTRACTOR.
12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT SIDE SEWER ORDINANCES.
13. ALL CONSTRUCTION REQUIRES A PERMIT AND PAYMENT OF FEE. COMPLETE LEGAL DESCRIPTION OF PROPERTY AND DIMENSIONS.
14. BACKFLOW PREVENTER/CHECK VALVES IS REQUIRED:
    a) IF CONNECTED TO A JOINT USE SIDE SEWER.
    b) IF CONNECTION AT HOUSE IS LOWER THAN UPSTREAM MANHOLE LID.
15. AS-BUILT DRAWING SHOWING LOCATION OF SIDE SEWER IN RELATION TO THE HOUSE IS REQUIRED AFTER INSTALLATION.
16. SIDE SEWER BEDDING: PEA GRAVEL
17. ASTM D-3034 OR SDR-35.

CITY OF KIRKLAND
PLAN NO. CK- S.20
RESIDENTIAL SIDE SEWER INSTALLATION



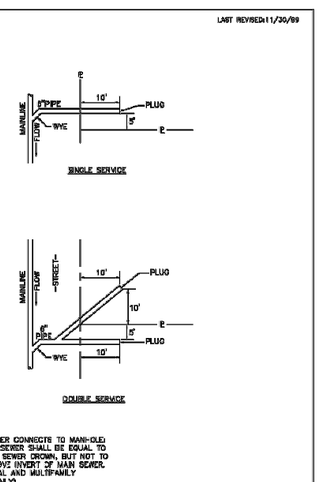
CITY OF KIRKLAND
PLAN NO. CK- S.18
SIDE SEWER MARKER POST



NOTES:

1. WHERE SIDE SEWER CONNECTS TO MANHOLE: INVERT OF SIDE SEWER SHALL BE EQUAL TO OR ABOVE MAIN SEWER CROWN, BUT NOT TO EXCEED 18" ABOVE INVERT OF MAIN SEWER. (FOR COMMERCIAL AND MULTIFAMILY APPLICATIONS ONLY)
2. UNLESS OTHERWISE INDICATED ON PLAN, SIDE SEWER SHALL BE MIN. OF 6' DEEP AT PROPERTY LINE, OR 5' LOWER THAN THE LOWEST ELEVATION, WHICHEVER IS LOWER.
3. TRENCH BACKFILL SHALL BE PER CITY OF KIRKLAND STD. PLAN NO. CK-S.01.

CITY OF KIRKLAND
PLAN NO. CK- S.19
SIDE SEWER STUB "PROFILE VIEW"



NOTES:

1. WHERE SIDE SEWER CONNECTS TO MANHOLE: INVERT OF SIDE SEWER SHALL BE EQUAL TO OR ABOVE MAIN SEWER CROWN, BUT NOT TO EXCEED 18" ABOVE INVERT OF MAIN SEWER. (FOR COMMERCIAL AND MULTIFAMILY APPLICATIONS ONLY)
2. UNLESS OTHERWISE INDICATED ON PLAN, SIDE SEWER SHALL BE MIN. OF 6' DEEP AT PROPERTY LINE, OR 5' LOWER THAN THE LOWEST ELEVATION, WHICHEVER IS LOWER.
3. TRENCH BACKFILL SHALL BE PER CITY OF KIRKLAND STD. PLAN NO. CK-S.01.

CITY OF KIRKLAND
PLAN NO. CK- S.19A
SIDE SEWER STUB "PLAN VIEW"

811 Know what's below. Call 811 before you dig.

DATE	NO.	REVISION	BY

APPROVED BY:

DATE: 6/12/26

Ben Mahony, EIT — DESIGNED BY — 6/11/26 DATE
Ben Mahony, EIT — DRAWN BY — 6/11/26 DATE
REVIEWED BY — 6/12/26 DATE

CITY OF KIRKLAND
DEPARTMENT OF PUBLIC WORKS
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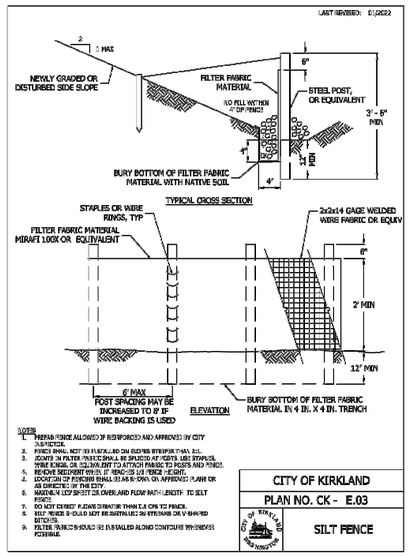
105th Ave NE Sewerline Repair

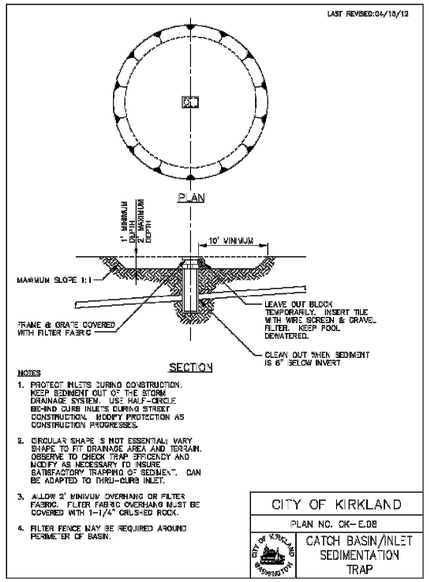
STANDARD PLANS

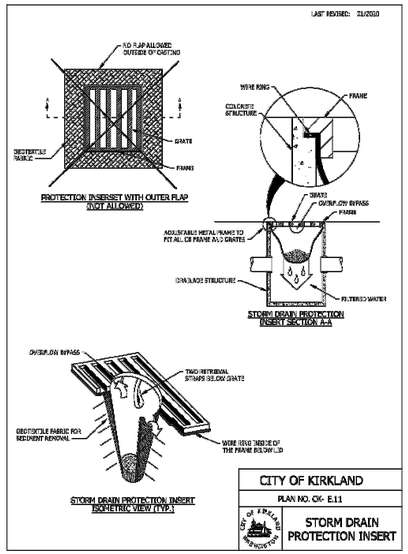
REFERENCE SHEET NO. STD-1

SHEET 2 OF 3

EROSION CONTROL STANDARD PLANS:







Know what's below. Call 811 before you dig.

DATE	NO.	REVISION	BY

APPROVED BY:

DATE: 6/12/26

Ben Mahony, EIT — DESIGNED BY — 6/11/26 DATE

Ben Mahony, EIT — DRAWN BY — 6/11/26 DATE

REVIEWED BY — 6/12/26 DATE

CITY OF KIRKLAND WASHINGTON

CITY OF KIRKLAND
DEPARTMENT OF PUBLIC WORKS
123 FIFTH AVENUE KIRKLAND, WA 98033
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105th Ave NE Sewerline Repair

EROSION CONTROL STANDARD PLANS

REFERENCE SHEET NO.
TESC-1

SHEET 3 OF 3

ATTACHMENT B

BID TABULATION/ QUOTE:

BID ITEM NO.:	BID ITEM:	QTY	UNIT:	UNIT PRICE:	EXTENDED:
1	Minor Changes	1	FA	$10,000.00	$10,000.00
2	Record Drawings, (Minimum Bid $500)	1	LS	$ 500.00	$ 500.00
3	Spill Prevention, Control, and Countermeasures Plan, (Minimum Bid $500)	1	LS	$ 500.00	$ 500.00
4	Mobilization	1	LS	$ 14,000.00	$ 14,000.00
5	Project Temporary Traffic Control	1	LS	$ 12,000.00	$ 12,000.00
6	Pipe Bursting – 8-inch SDR-17 HDPE	190	LF	$ 300.00	$ 57,000.00
7	Sewer Main Cleaning	190	LF	$ 16.00	$ 3,040.00
8	CCTV Footage Inspection (Pre- and Post)	380	LF	$ 10.00	$ 3,800.00
9	Sewer Main and Lateral Pressure Testing	1	LS	$ 2,300.00	$ 2,300.00
10	Reinstatement of Side Sewer Lateral	5	EA	$ 6,900.00	$ 34,500.00
11	Abandonment of Side Sewer Lateral	1	EA	$ 2,400.00	$ 2,400.00
12	Temporary Sanitary Sewer Bypass System	1	LS	$ 1,600.00	$ 1,600.00
13	Removal and Replacement of Fencing	1	LS	$ 5,000.00	$ 5,000.00
14	Property Restoration	1	LS	$ 5,000.00	$ 5,000.00
15	Erosion Control/ Sediment Control	1	LS	$ 3,000.00	$ 3,000.00
16	Tree Removal	2	EA	$ 3,500.00	$ 7,000.00
				SUBTOTAL Computed Bid Price:	$ 161,640.00
				Washington State Sales Tax (10.4%), per WAC458-20-170:	$ 16,810.56
				TOTAL Computed Bid Price:	$ 178,450.56