

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF KIRKLAND AND NORTSHORE UTILITY DISTRICT  
REGARDING THE CITY OF KIRKLAND'S GOAT HILL DRAINAGE DITCH CONVEYANCE AND  
CHANNEL STABILIZATION PHASE 1 PROJECT

This First Amendment ("First Amendment") to the interlocal agreement between the City of Kirkland ("City") and Northshore Utility District ("District") is entered into by and between the aforementioned municipal corporations.

Whereas, on May 14, 2024, the parties entered into an interlocal agreement ("Agreement") regarding relocation and replacement work for the District's utilities in conjunction with the City of Kirkland's Goat Hill Drainage Ditch Conveyance and Channel Stabilization Phase 1 Project, Contract No. 32200354 ("Project"), which Agreement provides scope and cost estimates in Exhibits A and B; and

Whereas, the City competitively procured design services and construction work for the Project and contracted with the low bidder, OMA Construction, Inc.;

Whereas, the Agreement provided that final costs may differ from those estimated in Exhibits A and B; and

Whereas, the parties now desire to enter into this First Amendment for the purpose of providing an updated estimate of District costs based on increased construction costs included in the low bid.

Now, therefore, in consideration of the mutual promises and covenants contained herein and within the Agreement, the parties mutually agree as follows:

- (1) Exhibits A and B of the Agreement are replaced in their entirety with Exhibits A and B attached to this First Amendment.
- (2) Except as expressly modified herein, all provisions within the Agreement shall remain in full force and effect and will govern this First Amendment.
- (3) This Agreement shall be deemed effective on the last date signed below.

In witness whereof, the parties hereto have executed this First Amendment on the dates written below:

CITY OF KIRKLAND

By: Tracey Dunlap

Title: Deputy City Manager of Operations

Date: 05/15/2026

Approved as to form:



---

City Manager of Kirkland

NORTHSHORE UTILITY DISTRICT

By: ethan maiefski

Title: General Manager

Date: 05/15/2026

Approved as to form:

  
[ethan maiefski \(May 15, 2026 07:29:20 PDT\)](#)

---

Representative of Northshore Utility District

Approved as to form:

  
[Kevin Hansen \(May 14, 2026 14:10:24 PDT\)](#)

---

City of Kirkland Attorney

## **EXHIBIT A**

### **LEAD AGENCY PROJECT AND PARTNER AGENCY WORK**

#### **SUMMARY OF LEAD AGENCY PROJECT:**

This contract provides for the removal, replacement, and improvement of existing public storm drainage collection, conveyance, and outfall systems; removal and replacement of HMA pavement and subgrade materials; installation of retaining walls; removal, replacement, and/or relocation of existing franchise utilities (i.e., Northshore Utility District water and sanitary sewer facilities, Puget Sound Energy natural gas and electrical systems, communication purveyors, etc.); and landscaping related to shoulder and critical area buffer restoration and all related Work, all in accordance with the Contract Plans, these Contract Special Provisions, and the Standard Specifications.

It is anticipated that underground and limited overhead utility relocations will be required to accommodate the proposed improvements.

#### **SUMMARY OF PARTNER AGENCY WORK:**

Northshore Utility District owns and operates the sanitary sewer and water distribution systems. The District is making the following improvements to their water and sanitary sewer facilities within the project areas to accommodate the permanent storm drainage and roadway improvements for the project:

- Installation of water air and vacuum assemblies
- Replacement of individual water services
- Add/ replace private pressure reducing valves (PRV)
- Remove, replace water valve boxes
- Remove, replace sewer manhole frame and covers

**City of Kirkland – Goat Hill Drainage Ditch Conveyance and Channel Stabilization**

**Northshore Utility District Cost Estimate**

<b>NUD Design Costs</b>	<b>Amount:</b>
City of Kirkland	\$ 0.00

**NUD Construction Costs**

NUD will pay the full amount of all Schedule B bid items for the water and sewer system improvements. The amount paid will be based on actual construction costs.

**Water and Sewer System Improvement Costs (Schedule B):**

	<b>Amount:</b>
Schedule B Subtotal, Bid Item Nos. B2 – B10	\$ 155,200.00
Batch #1, Force Account Nos. 1 – 86*	\$ 75,064.55
Batch #1, Force Account Nos. 1 – 86 Temporary Traffic Control	\$ 10,234.38
Batch #2, Force Account Nos. 87 – 147*	\$ 23,084.12
Batch #2, Force Account Nos. 87 – 147 Temporary Traffic Control	\$ 3,164.06
Sales Tax (10.3%) – Per WAC 458-20-170, Bid Item Nos. B1.9 – B10	\$ 17,365.64
<b>CONSTRUCTION SUB-TOTAL</b>	<b>\$ 284,112.75</b>

*\*10.3% WSST is already included in these costs, tax does not need to be recalculated separately.*

**Shared Costs (Schedule A):**

NUD will pay a proportionate share of the following Schedule A items, based on NUD's construction costs as a percentage of the overall project construction costs. The proportionate share is 14.28% calculated by NUD's Direct Construction Cost / (NUD's Direct Construction Cost + City's Direct Construction Cost). The amount paid will be based on actual construction costs.

	<b>Amount:</b>
Roadway Surveying	\$ 3,569.60
SPCC Plan	\$ 71.40
Mobilization	\$ 21,417.57
Project Temporary Traffic Control	\$ 21,417.57
Clearing and Grubbing	\$ 4,283.51
Erosion/ Water Pollution Control	\$ 785.31
Inlet Protection	\$ 405.51
<b>SHARED COSTS SUB-TOTAL (Schedule A):</b>	<b>\$ 51,950.47</b>

**Construction Management (CM) Services**

NUD is providing a separate contract for CM and inspection services for Schedule B work (NUD will provide full-time inspection of its own work through). For the Schedule A shared costs above, NUD will be responsible for paying 2.70% of the CM services for all Schedule A CM and inspection services, which is calculated by NUD Shared Schedule A Costs / Total Schedule A Cost. NUD will pay for the shared Schedule A CM services as reimbursement to the City of Kirkland.

Schedule A	\$	7,510.32
Schedule B		<i>Separately Contracted</i>
CM and Inspection Services SUB-TOTAL	\$	7,510.32

---

<b>GRAND TOTAL:</b>	<b>\$</b>	<b>343,573.54</b>
---------------------	-----------	-------------------

**EXHIBIT B - ACTUAL COSTS OF PARTNER AGENCY WORK**

<b>Storm Drainage, Roadway and Site Improvement Construction Costs (Sch. A)</b>	
<b>Schedule A</b>	
Schedule A Subtotal - Bid Item nos. A1.9, A1.10, A1.13, A2 - A37, A39 - A41, and A44 - A46	\$ 1,682,816.07
Batch #1 (FA nos. 1 - 86) - Bid Item no. A42*	\$ 305,769.83
Batch #1 (FA nos. 1 - 86) Temporary Traffic Control - Bid Item no. A43	\$ 37,226.56
Batch #2 (FA nos. 87 - 153) - Bid Item Nos. A1.6 - A1.8, A1.12, A1.15, A1.19, and A38*	\$ 119,003.87
Batch #2 (FA nos. 87 - 153) Temporary Traffic Control - Bid Item nos. A1.11, A1.14, A1.16 - A1.18, A1.20, and A1.21	\$ 28,710.94
Schedule A (10.3% WSST) - Per WAC 458-20-170 - B.I. nos.: A1.9 - A1.11, A1.13, A1.14, A1.16 - A1.18, A1.20 - A37, A39 - A41, and A43 - A46	\$ 179,966.77
Schedule A (10.4% WSST) - Per WAC 458-20-170 - Partially Applied to Bid Item no. A21	\$ 156.35

\* 10.3% WSST is already included in these costs; tax does not need to be recalculated separately.

\*\* 10.4% WSST is partially included in these costs; tax does not need to be recalculated separately.

**Sch. A. Total (Total City Costs): \$ 2,353,650.39**

**Remove Proportional Share Items (Bid Item nos. A2, A4, A5, A6, A7, A36, and A37) \$ 363,840.00**

**Total City Proportional Share \$ 1,989,810.39**

<b>Water and Sewer System Improvements Construction Costs (Sch. B)</b>	
<b>Schedule B</b>	
Schedule B Subtotal (Bid Item nos. B2 - B10)	100% \$ 155,200.00
Batch #1 (FA nos. 1 - 86)***	100% \$ 75,064.55
Batch #1 (FA nos. 1 - 86) Temporary Traffic Control	100% \$ 10,234.38
Batch #2 (FA nos. 87 - 147)***	100% \$ 23,084.12
Batch #2 (FA nos. 87 - 147) Temporary Traffic Control	100% \$ 3,164.06
Schedule B (10.3% WSST) - Per WAC 458-20-170 - B.I. nos.: B1.9 - B10	100% \$ 17,365.64

\*\*\* 10.3% WSST is already included in these costs; tax does not need to be recalculated separately.

**Sch. B Total: \$ 284,112.75**

**Total Estimated Construction Costs: \$ 2,637,763.14**

**Total City Proportional Share \$ 1,989,810.39**

**Total NUD Proportional Share \$ 284,112.75**

**Total City Proportional Share Ratio (%) to Total NUD Proportional Share 14.28%**

Proportional Share of Other Project Costs	Project Totals	NUD Proportion	
		%	\$ Amount
<b>Schedule A</b>			
Item No. A2, Roadway Surveying	\$ 25,000.00	14.28%	\$ 3,569.60
Item No. A4, SPCC Plan	\$ 500.00	14.28%	\$ 71.39
Item No. A5, Mobilization	\$ 150,000.00	14.28%	\$ 21,417.57
Item No. A6, Project Temporary Traffic Control	\$ 150,000.00	14.28%	\$ 21,417.57
Item No. A7, Clearing and Grubbing	\$ 30,000.00	14.28%	\$ 4,283.51
Item No. A36, Erosion/Water Pollution Control	\$ 5,500.00	14.28%	\$ 785.31
Item No. A37, Inlet Protection	\$ 2,840.00	14.28%	\$ 405.51
Construction Management Services	\$ 278,160.00	2.70%	\$ 7,510.32
		<b>Subtotal:</b>	<b>\$ 59,460.79</b>

<b>TOTAL ESTIMATED COST ASSIGNMENT TO NORTHSORE UTILITY DISTRICT:</b>	<b>\$ 343,573.54</b>
---	----------------------