

CON/22/59

**AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF KIRKLAND, WASHINGTON AND
NORTHSHORE UTILITY DISTRICT**

**FOR MUTUAL COOPERATION IN PUBLIC WORKS PROJECTS
THROUGH INCORPORATION OF THE PARTNER AGENCY'S WORK
INTO THE LEAD AGENCY'S WORK, AS IDENTIFIED HEREIN**

THIS AGREEMENT is entered into between the City of Kirkland ("City") and Northshore Utility District ("District"), both Washington municipal corporations, individually a "Party" and collectively the "Parties," pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.

RECITALS

- A. Whereas, it is in the Parties' mutual best interest to coordinate and integrate their work, when possible, to realize efficiencies and reduce disruption to the public; and
- B. Whereas, occasionally the Parties seek to construct public works or undertake work in the same general area at the same general time; and
- C. Whereas, financial resource and/or time could be saved if the work needed for one Party could be incorporated into the work by the other Party and performed by the contractor constructing work for that other Party; and
- D. Whereas, based upon the circumstances, either the City or the District could be the lead agency for a particular project; and
- E. Whereas, to facilitate such opportunities and provide for more expedient agreement on specific projects, the Parties have established a standard interlocal agreement to which specific project details can be attached;

Now, therefore, the Parties agree as follows:

AGREEMENT

1. LEAD AGENCY AND PARTNER AGENCY

Based upon the circumstances of the particular project described in Exhibit A, such as scope and/or schedule, and upon the mutual agreement of the Parties, it shall be determined that either the City or the District shall have primary

responsibilities for contractor selection, contract management, project management, and facilitating the integration and completion of the works of both Parties (“Lead Agency”). The agency that is not the Lead Agency shall be the Partner Agency (“Partner Agency”). The roles and responsibilities of the Lead Agency and the Partner Agency are provided herein.

2. LEAD AGENCY PROJECT AND PARTNER AGENCY WORK

The Lead Agency is designing and will construct a public work summarized in Exhibit A (“Project”). The Partner Agency wishes to have constructed a public work also summarized in Exhibit A (“Partner Agency Work”). The Lead Agency agrees to include the Partner Agency Work in the Project pursuant to the terms and conditions of this Agreement. The Partner Agency shall pay for the Partner Agency Work and associated shared costs as detailed in Exhibit B.

3. COORDINATION AND COOPERATION

The Parties shall cooperate, and they shall coordinate efforts to cause the Partner Agency Work to be constructed pursuant to a process and schedule consistent with this Agreement and developed mutually by the designated representatives of the Parties.

4. DESIGN AND CONSTRUCTION PROCEDURE

a. Partner Agency Plans

The Agency identified in the Exhibits shall prepare and provide plans, specifications, details, cost estimates, and a bid item schedule for the Partner Agency Work (“Partner Agency Plans”). The Partner Agency shall approve the contract documents for the Partner Agency Work. The Partner Agency Plans shall be prepared by a qualified engineer selected by the Partner Agency or, if agreed to and authorized by the Lead Agency, by the Lead Agency’s consulting engineer for the Project. The Partner Agency Plans must include the Partner Agency Work as summarized in Exhibit A, attached hereto and incorporated herein. The estimated cost of the Partner Agency Work and associated shared costs are stated in Exhibit B, attached hereto and incorporated herein. The designated representatives of the Parties may approve written amendments to Exhibits A and/or B, which, after approval, shall be deemed to be amendments to Exhibits A and B without physical attachment to this Agreement. The designated representative for the City shall be the director of public works, and any amendments shall be routed in the City’s enterprise resource planning system (Munis). The designated representative for the District shall be the Engineering Director.

b. Competitive Bid and Partner Agency Work

The Lead Agency shall call for bids for the Project. The Lead Agency shall incorporate the Partner Agency Plans into the call for bids in a manner that will allow the bidders to identify the costs for the Partner Agency Work. Shared cost items are detailed in Exhibit B.

c. Project Contracting and Construction

The Lead Agency's Contractor for the Project ("Project Contractor") shall perform the Partner Agency Work, except as provided otherwise in this Agreement. The Lead Agency shall serve as the Partner Agency's agent for the Partner Agency Work. As the Partner Agency's agent, the Lead Agency shall generally manage and oversee the Partner Agency Work in conjunction with the Project, however the Partner Agency shall have an authorized Project Manager for its portion of the project. The Lead Agency will coordinate with the Partner Agency regarding the progress of the Partner Agency Work. The Lead Agency shall have final decision-making authority, after consultation with the Partner Agency, for all work by the Project Contractor for the Project, including the Partner Agency Work, except as expressly identified herein. The Lead Agency shall be responsible for all inspection and testing of the Partner Agency work, including materials for the Project, unless otherwise detailed in Exhibit A. The Partner Agency shall provide the Lead Agency all applicable material, work, and testing requirements. The Lead Agency shall incorporate the Partner Agency requirements into any applicable contract documents. The Partner Agency shall be responsible and pay for any and all excess costs incurred by the Lead Agency as a direct result of Partner Agency's failure to provide applicable requirements. To the extent that Exhibit A identifies that the Partner Agency is responsible for inspection, testing, or observation, the Partner Agency shall be responsible and pay for any and all excess costs incurred by the Lead Agency as a direct result of Partner Agency's failure to timely and properly inspect, test, and/or observe the Partner Agency Work performed by the Project Contractor.

d. Partner Agency Inspections

The Partner Agency will provide construction observation services for the Partner Agency Work, as determined necessary by the Partner Agency, unless otherwise specified within the Exhibits. Whenever onsite, Partner Agency personnel will report to the Lead Agency's Project Manager. If the Partner Agency has issues or concerns with the Project Contractor, it must bring such issues or concerns to the immediate attention of the Lead Agency's Project Manager. The Partner Agency shall not direct the Project Contractor to perform any work. Partner Agency personnel shall complete documentation

related to the Partner Agency's observation or inspection that is required by the Lead Agency, or for Partner Agency record-keeping purposes. The Lead Agency shall manage all construction documentation pursuant to a process and procedure determined by the Parties prior to commencement of construction of the Project.

e. Change Orders and Field Work Directives

The Lead Agency may approve field work directives and change orders for the Partner Agency's Work; provided, however, that the Lead Agency must obtain the Partner Agency's prior written consent to a change order as follows.

- 1) No prior consent is required for changes regarding traffic closures or to address an emergency.
- 2) Provided there is no material change in workmanship, product, or nature of the Partner Agency Work, no prior consent is required for changes that either reduce costs to the Partner Agency or where the change in cost to the Partner Agency is less than two (2) percent of the Partner Agency's contract share.
- 3) For changes that will cause the costs to the Partner Agency to increase between two (2) and five (5) percent of Partner's Agency's contract share, then the Lead Agency must obtain the Partner Agency's consent. If the Partner Agency does not provide a response within two (2) working days, then the Partner Agency's consent will be presumed.
- 4) For changes that will cause the costs to the Partner Agency to increase over five (5) percent of Partner's Agency's contract share, then the Lead Agency must obtain the Partner Agency's consent. If the Partner Agency does not provide a response within five (5) working days, then the Partner Agency's consent will be presumed.
- 5) Notwithstanding the foregoing, for changes that will cause a material change in workmanship, product, or nature of the Partner Agency Work or where fifty (50) percent of the Partner Agency's contingency has already been allocated, then the Lead Agency must obtain the Partner Agency's consent. The Lead Agency must provide a response within five (5) working days, but no consent will be presumed in the absence of a timely response.

For any changes requiring the Partner Agency's consent, the Partner Agency shall not withhold its consent unreasonably. If the Partner Agency withholds its consent unreasonably, then the Partner Agency shall be responsible to pay for all liability or damages incurred by the Lead Agency because of the Partner Agency's unreasonable withholding of consent.

Regardless of the type of change or the dollar amount of the change order, the Lead Agency shall provide the Partner Agency with copies of all requests for change orders and all executed change orders related to the Partner Agency Work and associated shared costs, with such documentation provided either by paper or e-mail notification at the Lead Agency's first opportunity.

f. Payments to Contractor

The Lead Agency shall make all payments to the Project Contractor.

g. Final Acceptance

The Lead Agency shall not accept the Partner Agency Work pursuant to the Project contract until the Partner Agency has accepted the Partner Agency Work, which acceptance shall not be withheld unreasonably. After acceptance, the Partner Agency Work shall become the property of the Partner Agency. The Lead Agency shall assign all warranties related to the Partner Agency Work to the Partner Agency.

h. Claims

1. *Claims by Project Contractor or Consultants.* Should any claims by the Lead Agency's Project Contractor or consultants arise that are related to the Partner Agency Work, the Lead Agency shall handle and administer such claims in the same manner as it would handle any other claims under the Project. The Partner Agency shall reimburse the Lead Agency for all Lead Agency costs associated with handling of such claims, but only to the extent attributable to the Partner Agency Work. The Lead Agency shall immediately notify the Partner Agency when such a claim is made and shall keep the Partner Agency informed of the processing and progress of any claim. The Lead Agency shall request, and the Partner Agency may provide, guidance and input regarding any proposed settlement terms of such a claim. The Lead Agency must obtain the Partner Agency's approval in advance of any settlement or prosecution of a claim related to the Partner Agency Work. If the Partner Agency and the Lead Agency cannot agree as to the prosecution or settlement of a claim related to the Partner Agency Work, the Partner Agency may prosecute or defend the claim and the Lead Agency will assign the claim to the Partner Agency and cooperate with the Partner Agency on such claims. If the Partner Agency so elects to accept the Lead Agency's assignment of such claims, the Partner Agency agrees to pay all costs of prosecution or defense and to defend, indemnify, and hold harmless the Lead Agency from all claims, injuries, damages, losses, or suits, including reasonable attorney fees, that the Lead Agency suffers

directly arising from the Partner Agency's decision to prosecute or defend of the claim rather than to settle.

2. *Claims by a Third-Party.* If either party receives from a third-party, not including the Project Contractor or Consultants, a claim for damages related to the Partner Agency Work, the party receiving such claim shall immediately notify the other party. The receiving party shall handle and administer such claims in the same manner as it would handle any other claims for damages, and the receiving party shall keep the other party informed of the processing and progress of any claim.
3. In the event one or both of the Parties wish to pursue any claim or action against the Project Contractor or a person who is not a party to this Agreement, the other party will cooperate in good faith in prosecuting such claim or action. This provision in no way requires sharing in the costs of pursuing such claim.

5. PAYMENT

- a. The Parties shall be responsible for and bear the cost of their respective officers, officials, employees, agents, consultants and contractors, including consulting engineering costs, as well as incidental expenses, except as specifically provided otherwise in this Agreement.
- b. The Partner Agency shall reimburse and pay the Lead Agency for all actual costs incurred by the Lead Agency, its agents, consultants, and contractors, including consulting engineers, who perform work or services related to the Partner Agency Work, including but not limited to design, bid preparation and bidding, together with a proportional share of the Project's Schedule(s) bid item costs ("Construction Costs," as detailed in Exhibit B), construction management, and compaction testing. Amendments to the Partner Agency's Work shall include proportional costs, if any. For work performed by the Partner Agency that is outside the Lead Agency's project area of disturbance, the Partner Agency shall pay for full cost of any required property restoration attributable solely to the Partner Agency's Work, including overlay and pavement markings.
- c. The Lead Agency shall submit to the Partner Agency (to the Designated Representative) monthly progress billings for the actual costs of the Partner Agency Work and associated shared costs. If requested by the Partner Agency, the Lead Agency will meet with the Partner Agency to review and discuss any billing. The Partner Agency shall pay the billing within forty-five (45) days of receipt. If the Partner Agency in good faith disputes any amount due under a billing, the Partner Agency must promptly notify the Lead Agency

and provide the specific basis of the dispute. If such dispute cannot be resolved promptly through good-faith discussions between the Parties, the Partner Agency must timely pay the undisputed portion, and the parties shall diligently proceed to resolve the disputed amount.

6. INDEMNIFICATION AND INSURANCE

- a. The Partner Agency shall require the Project Contractor to obtain, and keep in force during the term of the Project contract, liability and property damage insurance policies consistent with the Partner Agency's standard requirements for public works insurance policies. The Lead Agency shall require the Project Contractor to name the Partner Agency and its commissioners, officers, officials, employees, and agents as additional insureds on all such policies of insurance to the same extent as the Lead Agency. If the Partner Agency's standard insurance requirements change significantly from the requirements in existence at the time this agreement is executed, the Partner Agency will inform the Lead Agency in writing.
- b. The Lead Agency shall require the Project Contractor to defend, indemnify, and hold harmless the Partner Agency and its officers, officials, employees, and agents from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the Contractor's participation in the Project, to the same extent as the Lead Agency and consistent with the Lead Agency's standard indemnification provisions for public works contracts.
- c. Each Party agrees to defend, indemnify, and hold harmless the other Party and its officers, officials, employees, and agents from any and all claims, injuries, damages, losses, or suits, including reasonable attorneys' fees, arising out of or in any way resulting from that Party's own tortious acts, errors, or omissions that may arise in connection with its performance under this Agreement. A Party will not be required to defend, indemnify, or hold harmless the other Party if the claim, injury, damage, loss, or suit is caused by the sole negligence of the other Party. Where such claims, injuries, damages, losses, or suits result from the concurrent negligence of the Parties, the indemnity, defense, and hold harmless provisions herein shall be valid and enforceable against the Indemnifying Party only to the extent of the Indemnifying Party's own negligence. Each of the Parties agrees that its obligations under this Section 6 extend to any claim, injury, damage, loss, or suit brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW. The obligations of this Section shall survive termination of this Agreement.

- d. If either Party incurs any costs, including attorneys' fees or expert witness fees, to enforce this Agreement and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.

7. DISPUTE RESOLUTION

- a. Negotiations. In the event that any dispute arises between the Parties as to the interpretation or application of any term of this Agreement or as to the validity of any claim made by either Party against the other as a result of this agreement, either Party may make a written request for a meeting between senior representatives of each party within a reasonable time.
- b. Mediation Participation. In the event that the Parties are unable to resolve the dispute through negotiations or if the parties waive the negotiation process, the Parties agree to participate in a nonbinding, neutral evaluation and mediation of their dispute at a mutually agreeable location prior to commencing legal action. Either Party may request that any dispute be submitted to neutral evaluation and mediation at any time upon the giving of written notice to the other Party.
- c. Selection of Mediator. Upon the giving of notice by either Party as provided above, the Parties shall attempt to select a neutral person to evaluate and mediate the dispute. If, after thirty (30) days, the Parties cannot agree to any of the persons named, or if acceptable persons are unable to serve, or if for any reason the appointment of a neutral person cannot be made, either Party may terminate the dispute resolution process or the Parties may, by agreement, seek other means of resolution.
- d. Conflicts of Interest. Each Party shall promptly disclose to the other any circumstances known by it that would cause justifiable doubt as to the independence or impartiality of any individual under consideration or appointed as a neutral mediator. Any such individual shall promptly disclose such circumstances to the Parties. If any such circumstances are disclosed, the individual shall not serve as neutral mediator unless both Parties agree in writing.
- e. Compensation of Mediator. The neutral mediator's charges shall be established at the time of appointment. Unless the Parties agree otherwise, the fees and expenses of the neutral mediator shall be divided equally and each Party shall bear its own costs and expenses.
- f. Mediation Session. The mediation session is intended to provide each Party with an opportunity to present its best case and position to the other Party and the neutral mediator and for the Parties to receive opinions and recommendations from the neutral mediator. The neutral mediator shall facilitate

communications between the Parties, identify issues, and generate options for settlement. The neutral mediator also shall discuss with each Party separately the neutral mediator's opinion and evaluation of the strengths and weaknesses of that Party's position. The terms of any settlement made by the Parties as the result of the mediation shall be set out in a written addendum to this agreement.

- g. Confidentiality. The dispute resolution process identified in this paragraph is a compromise negotiation for purposes of judicial rules of evidence. The Parties agree to maintain in confidence all offers, promises, conduct, and statements, oral or written, made in the course of the mediation by either of the Parties, their agents, employees, experts, representatives or attorneys, or by the neutral mediator, and agree that the same shall be deemed negotiations in pursuit of settlement and compromise and not admissible or discoverable in subsequent legal proceedings pursuant to Washington Evidence Rule 408. The neutral mediator shall be disqualified as a trial or deposition witness, consultant, or expert of either Party.
- h. Reservation of Rights. In the event that the Parties are unable to resolve the dispute through the dispute resolution process established in this Section 7, the Parties reserve any and all other rights and remedies available to each of them regarding such dispute.

8. DESIGNATED REPRESENTATIVES; NOTICES AND COMMUNICATIONS

The designated representatives of the Parties shall be the following employees, or their designees:

City of Kirkland
Rod Steitzer, CIP Manager
123 Fifth Avenue
Kirkland, Washington 98033

Northshore Utility District
Stephen Dennehy, Engineering Director
P.O. Box 82489
Kenmore, Washington 98028-0489

All notices and other formal communications shall be mailed or delivered to the designated representatives. The Parties may change their respective designated representatives by written notification to one another.

9. OTHER PROVISIONS

- a. This Agreement constitutes the entire and exclusive agreement between the Parties relative to the Project and Partner Agency Work described herein and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both Parties.

- b. There are not third-party beneficiaries to this Agreement. No person or entity other than a Party to this Agreement shall have any rights under this Agreement or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- c. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement, unless stated to be such through written agreement of both Parties.
- d. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement and any invalid provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability. In such case, the parties shall in good faith modify or substitute such invalid provision consistent with the original intent of the parties.
- e. This Agreement may be signed in counterparts, and, if so signed, shall be deemed one integrated document.

CITY OF KIRKLAND

Beth Goldberg
 Beth Goldberg (Feb 12, 2022 08:05 PST)

 City Manager

Approved as to form:

Kevin Raymond
 Kevin Raymond (Feb 7, 2022 13:59 PST)

 City Attorney

NORTHSHORE UTILITY DISTRICT

DocuSigned by:
Al Nelson
 E3DE83D254D5491...

 General Manager

Approved as to form:

 District General Counsel

EXHIBIT A

LEAD AGENCY PROJECT AND PARTNER AGENCY WORK

SUMMARY OF LEAD AGENCY PROJECT (“PROJECT”)

This project enhances safety at two key intersections on Juanita Drive that are currently functioning to a rural design standard in a high-volume suburban environment. The improvements include the design, construction, and project management for vehicular turn pockets, intersection rechannelization, and pedestrian safety improvements for intersections at Juanita Drive NE & NE 132nd Street and Juanita Drive NE & NE 124th Street. State funding for these project elements will allow the City of Kirkland to greatly enhance the scope of the Juanita Drive Intersection & Safety Project, which is the second phase of an extensive and comprehensive plan to upgrade the safety and multi-modal facilities of the Juanita Drive Corridor through the 1st District’s Finn Hill. While most of the project’s second phase is funded locally by Kirkland, the City does not currently have the revenue to fund these intersection improvements. Juanita Drive NE runs south/north between the south Juanita Business District in Kirkland and SR-522 in Kenmore. The corridor is adjacent to many business, parks and residential areas. Juanita Drive NE serves as an alternate route for commuters to downtown Seattle via SR-522 and for those who choose to not pay the tolling on SR-520. It also serves as an active transportation connection to the Burke Gilman Trail in Kenmore and to the SR-520 non-motorized trail via on-street bicycle facility connections through Bellevue.

Along Juanita Drive NE, the existing roadway geometry, multiple driveway access points, and limited sight distance present safety concerns. Data indicates the severity of the collisions on Juanita Drive is higher than the City average. Thirty percent of the collisions have resulted in injuries with three fatalities in the last ten years, two involving bicyclists. Exposure to vehicles is high for bicyclists and pedestrians due to the limited sight distances, speeds, and lack of separation from motor vehicles.

EXHIBIT A

City of Kirkland
Juanita Drive Multi-Modal Intersection and Safety Improvements
NMC0901 & STC0890
Summary of Partner Agency Work

PROJECT BACKGROUND AND UNDERSTANDING

Design of the City of Kirkland's (City) Juanita Drive Intersection and Safety Improvements (City Project) is currently in progress, which will provide roadway, intersection, and non-motorized improvements to enhance safety and mobility of pedestrians, bicyclists, and vehicles. The City Project will design and construct improvements at the following locations:

- Juanita Dr/80th Ave/112th St intersection - widen, reconfigure, and regrade the intersection to improve safety and operations.
- Juanita Dr from 120th St to 122nd Pl - widen Juanita Dr to install a center left turn lane, buffered bike lane, and sidewalk on east side of roadway.
- Juanita Dr from 123rd St to 133rd Pl - widen Juanita Dr to install buffered bike lane, sidewalk, and illumination along east side of roadway, and widen to provide southbound left turn lanes at 128th St and 132nd St.

KPG's efforts in support of the City Project includes the requisite design efforts, supplemental services, and coordination required for the project. More specifically, these efforts include the following services:

- Topographic Survey and Basemapping
- Stormwater Documentation and Reporting
- Geotechnical Investigation and Reporting
- Environmental Permitting Support
- Right of Way (ROW) Determination
- ROW Acquisition
- Public Involvement
- Coordination with Utilities and Stakeholders
- Preparation of Plans, Specifications, and Estimates

EXHIBIT A

The following Scope of Work outlines KPG's efforts to provide the desired design services to complete Plans, Specifications, and Estimate (PS&E) for Northshore Utility District (NUD) water and sewer system relocations and improvements associated with and in support of the City Project:

- Approx. 2,000 linear feet NUD water main relocation, where in conflict with proposed storm conveyance system along Juanita Drive between 124th St and 132nd St.
- Water pressure zone improvements at various sites in the Project vicinity (NUD's PRV Consolidation Project).
- All new water services, valve boxes, fire hydrants, and air vacs within the Project limits (overall Project limits = approx. 5,000 linear feet).
- NUD sanitary sewer main and side sewer relocations where in conflict with proposed improvements, i.e. stormwater detention vault, retaining walls, etc.
- NUD sanitary sewer structure improvements, where identified by NUD, i.e. frames, covers, adjustment rings, riser/barrel sections, cone sections, etc.

The following assumptions were made when preparing the scope and budget:

- NUD Project limits are defined as follows:
 - Juanita Dr from 123rd St to 133rd Pl.
 - Juanita Dr from approx. 270 feet south of 120th St to 200 feet north of 120th St.
 - Intersection of Juanita Dr, 80th Ave, and 112th St.
 - PRV Consolidation sites.
- NUD work will be completed in accordance with the Interlocal Agreement (ILA) with the City of Kirkland.
- CAD standards will be based on KPG Standards.
- All submittals will be electronically posted to KPG's FTP site.
- Applicable NUD, City of Kirkland, and WSDOT Standard Plans will be provided in the appendix of the Specifications.
- The Contractor will be responsible for developing project-specific construction phasing and traffic control plans.
- The Contractor will be responsible for developing the project Stormwater Pollution Prevention Plan (SWPPP) and Construction Stormwater General Permit (CSWGP).
- NUD improvements are believed to be SEPA exempt. No specific environmental or other regulatory requirements are believed to be applicable; however, if any such requirements are applicable, they would be covered separately by the City Project.
- ROW acquisition and new permanent utility or temporary construction easements are not anticipated for NUD work.

EXHIBIT A

SCOPE OF WORK

The following scope of work includes the effort to complete the improvements:

Task 1 – Management/Coordination/Administration

This task includes the effort required to manage the contract and to ensure that the project meets the Client’s expectations for schedule, budget, and quality of product:

- 1.1 Project Administrative Services:
 - Preparation of monthly invoices.
 - Preparation of monthly progress reports including % complete, % spent, and % remaining for each task.
 - Maintaining project files.
 - Record keeping and project closeout.
- 1.2 Project Management Services:
 - Project staff management and coordination.
 - Internal monthly design team coordination meetings.
 - Prepare and update project schedule.
 - Schedule and budget monitoring.
- 1.3 Review and Coordination Meetings with NUD (budget assumes that the KPG Project Engineer, Erick Olson, and lead Design Engineer, Darek Goch, will attend all meetings and task leads will attend meetings as needed):
 - One virtual or in-person kickoff meeting.
 - Three virtual or in-person review meetings at each submittal milestone (60%, 90%, and 100%).
 - Two virtual or in-person general design/coordination meetings, as needed between submittal milestones.
- 1.4 Prepare QA/QC Plan. Effort associated with implementing the QA/QC plan, including submittal reviews, will be included in Task 6.
- 1.5 Miscellaneous Emails and Phone Calls.

Products:

- Monthly invoices.
- Monthly progress reports, including % complete, % Spent, and % remaining for each task.
- Virtual or in-person Kickoff meeting.
- 3 virtual or in-person review meetings at submittal milestones.
- 2 virtual or in-person design/coordination meetings.
- Project Schedule.
- QA/QC Plan

EXHIBIT A

Assumptions:

- Design duration is approximately 10 months.
- Project bidding anticipated in first quarter of 2023.

Task 2 – Project Development

This Task covers the efforts required for initial Project development. Efforts under this Task include:

- 2.1 Information/Data Collection and Review: Exchange and analyze existing NUD water and sewer information and data, i.e. project documents, plan sets, CAD files, NUD standard plans and specifications, GIS data, sewer CCTV, record drawings. Analyze file compatibility with KPG standards, i.e. PRV Consolidation survey basemaps and CAD files.
- 2.2 Project Development Coordination: Meetings and emails with NUD as required for initial Project development. Coordination and meetings internally and with subconsultants to determine impacts of the added NUD work to the other project elements, i.e. storm conveyance and TIR, survey and basemapping, property impacts and ROW services, environmental services and SEPA, Franchise utility coordination.
- 2.3 Defining the Work: Determine Project extents, define the improvements and associated work to be included, and determine work elements associated with impacts to current City project design.

Task 3 – Survey and Basemapping

This task includes the effort required to provide additional survey and basemapping efforts as necessary to supplement the current survey basemap. Efforts included under this task include:

- 3.1 Additional Field Survey and Basemapping: Extend survey limits on the west side of Juanita Dr to pick up existing water meters and surrounding areas, existing sanitary sewer manhole locations and measure-downs, and any other water or sewer-related items outside the current survey extents.
- 3.2 Basemap Integration: Integrate survey basemap files received from NUD for PRV Consolidation sites with the current Project survey basemap, including but not limited to determining survey control, adjusting surveys, checking datums, converting drawings, calculating points, combining drawings and linework, and calculating/confirming right of way (ROW) lines.
- 3.3 Field Check Basemap: Perform field investigation to verify the PRV Consolidation survey areas added to the basemap are up to date. Request One-call utility locates and compare markings to basemap. Check for recent improvements, development frontages, and other inconsistencies.
- 3.4 PRV Site Field Survey and Basemapping: It is assumed that, during the field check of basemaps in the PRV Consolidation areas (item 2.3), there will be minor areas

EXHIBIT A

requiring additional field survey and basemapping efforts (i.e. recent frontage improvements, new or previously unmarked utilities, or other inconsistencies).

- 3.5 Utility Pothole Locations: Field survey completed utility pothole locations and add data to the basemap.

Products:

- Updated, combined survey basemap.

Assumptions:

- Right of Entry will not be needed since we will not be entering any private property.

Task 4 – Franchise Utility Coordination

This task includes the effort to proactively coordinate with Franchise utilities in order to avoid project delays and avoid/resolve conflicts 1) between existing Franchise utilities and proposed NUD water facilities, and 2) between existing NUD facilities and other proposed Project improvements, i.e. existing NUD side sewers vs. proposed retaining walls, etc.

After review of NUD's previous PRV Consolidation Plans, it appears that potholes were not completed. As a part of KPG's standard design practices, we prefer to pothole existing utilities where conflicts are possible as a part of the design process.

Efforts under this task include:

4.1 General Franchise Utility Coordination:

- Attend two coordination meetings with Franchise utilities to discuss pothole information, conflicts, and potential relocations.
- Attend two on-site meetings to review existing utilities.
- Miscellaneous coordination emails and phone calls with Franchise utilities.
- Coordination with potholing company (APS or similar) to arrange utility potholes.

4.2 Franchise Utility Conflict and Pothole Plans:

- Utility Pothole Plans will be prepared showing proposed Franchise utility pothole locations. These plans will identify where exact horizontal/vertical utility location information is needed to assist with design and conflict analysis.
- Utility Conflict Plans will be prepared when potholing is complete to assist Franchise utilities in designing their relocations. These plans will identify where proposed improvements conflict with existing Franchise utilities.

Products:

- Utility Pothole Plan & Utility Conflict Plan.
- Franchise utility meeting notes.

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Assumptions:

- This scope of work only identifies anticipated conflicts between Franchise utilities and proposed Project improvements. Design of any Franchise utility relocations (besides NUD) is **not** included in this scope of work. Required utility relocations will be designed by Franchise utilities and not included in the final PS&E package.
- Utility as-built drawings, records, system maps, and design drawings will be made available by Franchise utilities upon request.
- Cost of actual potholing for NUD facilities is included as a reimbursable direct non-salary cost. KPG will contract directly through the potholing company and pass through the expense to NUD without markup. Costs to pothole other Franchise utilities will be paid by each individual utility.

Task 5 – Stormwater Design

This task includes the effort to update the stormwater Technical Information Report (TIR), and analyze the level of redesign required, if any, for stormwater flow control and quality treatment facilities triggered by the added NUD work. Efforts under this task include:

- 5.1 Analyze Level of Stormwater Facility Redesign: Due to expanded disturbance limits associated with NUD work, proposed stormwater flow control or quality facilities must be analyzed to determine if redesign is necessary. Actual redesign of stormwater facilities is **not** included in this scope and will require a supplement if deemed necessary.
- 5.2 Revise Technical Information Report (TIR): Due to expanded disturbance limits, we have confirmed with the City that the stormwater TIR must be revised to update impacted surface areas, figures, tables, calculations, conclusions, etc. associated with the added NUD work. The new PRV Consolidation work sites will be required to be included in the revised TIR. The TIR will be updated and submitted at the 60%, 90%, and Final design levels to reflect any design changes or review comments.

Products:

- Memo explaining stormwater facility redesign level of effort (if any).
- TIR (updated at 60%, 90% and 100% design levels)

Assumptions:

- We anticipate that we will be able to revise the TIR for the new disturbance limits and not have to change the storm facility design. Should the City require a change to the storm facility design, a supplement will be required.
- Stormwater requirements are based on the 2016 King County Surface Water Design Manual and the City of Kirkland's Addendum to the 2016 KCSWDM, Policy D-10 (COK Addendum).

EXHIBIT A

Task 6 – Final Design – NUD Facilities (60%, 90%, 100%, and Bid Documents)

KPG will prepare final bid documents (PS&E) for the NUD water and sewer system relocations and improvements described in this Scope. The following will be included in the Final Design:

- NUD Water:
 - Relocation of water main in conflict with Project improvements. Where feasible, other Project improvements will be revised to avoid conflicts.
 - Review and incorporation of NUD’s PRV Consolidation Project into the design and Bid documents.
 - Replacement of all water services within Project limits, including:
 - New tap at main per NUD standards - close and abandon existing tap/saddle.
 - New PEXa service line from new tap to new meter location.
 - New meter box, located at ROW line.
 - Reconnection to private service line.
 - Eliminate double service U-branches - replace with two single services.
 - Replace private PRVs as required.
 - Replace all valve boxes within Project limits.
 - Replace all fire hydrants within Project limits - remove existing hydrant assembly and valves, install blind flange.
 - Replace all air vacs and relocate to back of proposed sidewalk.
- NUD Sewer:
 - Relocation of sewer mains and side sewers in conflict with Project improvements. Where feasible, other Project improvements will be revised to avoid conflicts.
 - Replace manhole frames, covers, adjustment rings, and/or riser/barrel sections where identified by NUD.
- Plans will be prepared in such detail as to allow field layout and construction within a degree of accuracy acceptable to NUD, the City and in accordance with industry, City and WSDOT standards.
- NUD standard water and sewer details will be included the Plans.
- Construction cost estimates and quantity calculations will be prepared and included with each submittal milestone - NUD work will be in a separate bid schedule.
- NUD specifications will be prepared and included as an appendix to the Project specifications with the 90%, 100%, and Final submittals.
- KPG will provide QA/QC Design and Constructability reviews at each submittal milestone.

EXHIBIT A

NUD Final Design is anticipated to contain the following plan sheets:

Title	Number
<i>New Plan sheets added to current subsets due to expanded project extents:</i>	
Site Preparation & TESC Plan	4
Roadway Plan (Restoration)	4
Intersection Plan (Curb Ramp Grading)	2
Existing Conditions & Pothole Data	4
Channelization Plan (Restoration)	1
Subtotal	15
<i>New Plan sheets added as entirely new NUD Plan subset:</i>	
Water & Sewer Plan & Profile	5
Water & Sewer Plan	5
Water Connection Details	2
Water PRV Consolidation Details	4
NUD Standard Details - Water	2
Water Pressure Zone Overview	1
Water Service Table	1
NUD Standard Details - Sewer	2
Sewer Manhole Table	1
Subtotal	23
<i>Current Plan sheets to be revised:</i>	
Legend & Abbreviations	1
Alignment & Survey Control	1
Site Preparation & TESC Plan*	7
Roadway Plan & Profile* (Restoration)	13
Channelization & Signing Plan (Restoration)	1
Subtotal	23
TOTAL NEW PLAN SHEETS	38
TOTAL REVISED PLAN SHEETS	23
GRAND TOTAL (NEW + REVISED) PLAN SHEETS	61

* Revisions required to several Site Preparation and Roadway Plan sheets along the water main relocation area due to changing sawcut extents, pavement removal and replacement limits, and updating associated grading.

Products:

- 60% Review Submittal: Construction Plans and Cost Estimate (PDF)
- 90% Review Submittal: Construction Plans and Cost Estimate (PDF) and Specifications (PDF & Word)
- 100% Review Submittal: Construction Plans and Cost Estimate (PDF) and Specifications (PDF & Word)
- Final Submittal (Bid Documents): Construction Plans (PDF), Cost Estimate (PDF), Specifications (PDF & Word)

EXHIBIT A

Assumptions:

- This Scope of Work is based on the understanding that improvements reviewed and approved at each submittal milestone will not change as the design progresses.
- KPG will coordinate with the City to confirm proposed location of fire hydrants.
- NUD will provide Plans, Specifications, and Estimate for the PRV Consolidation Project, to be vetted and revised by KPG as needed, and integrated into the Project design and Bid documents.
- Water and sewer standard details and specifications will be provided by NUD.
- Side sewer locations will be based on GIS and CCTV, as provided by NUD.
- NUD to provide list of all water services, including size, type, material and meter numbers.

Additional Services:

It may be necessary for KPG to provide services in addition to those outlined above as requested and approved by NUD. It is assumed that additional services could include tasks such as additional design elements, construction engineering support, and/or other work tasks not included in the Scope of Work. At the time these services are required, KPG shall provide NUD with a detailed Scope of Work and an estimate of costs. KPG shall not proceed with the work until NUD has authorized the work and issued a Notice to Proceed.

EXHIBIT B**Estimated Cost of Partner Agency Work****KPG CONSULTANT COST COMPUTATIONS**

Client: City of Kirkland and Northshore Utility District (NUD)

Project: Juanita Drive Multi-Modal, Intersection & Safety Improvements (STC0890 & NMC0901) - NUD Water & Sewer Relocations & Improvements Design

Date: 12/17/2021

KPG Project No. 19065

Task No.	Task Description	Labor Hour Estimate								Total Hours and Labor Fee Estimate by Task	
		Principal	Project Engineer / PM	Project Surveyor	Design Engineer	Survey Technician	CAD Technician	Survey Crew I	Office Admin	Hours	Fee
		\$274	\$153	\$155	\$126	\$105	\$112	\$186	\$96		
Task 1 - Management/Coordination/Administration											
1.1	Project Administrative Services	5	5						20	30	\$ 4,055.00
1.2	Project Management Services (10 months)	10	20							30	\$ 5,800.00
1.3	Review/Coordination Meetings with NUD & City Staff (6 assumed)	3	12		12					27	\$ 4,170.00
1.4	QA/QC Plan	4	4							8	\$ 1,708.00
1.5	Miscellaneous Emails and Phone Calls	8	16		8					32	\$ 5,648.00
	Task Total	30	57	0	20	0	0	0	20	127	\$ 21,381.00
Task 2 - Project Development											
2.1	Information/Data Collection and Review		4		24	4	4			36	\$ 4,504.00
2.2	Project Development Coordination	2	10	2	8	4				26	\$ 3,816.00
2.3	Defining the Work	2	8		4					14	\$ 2,276.00
	Task Total	4	22	2	36	8	4	0	0	76	\$ 10,596.00
Task 3 - Survey and Basemapping											
3.1	Additional Field Survey and Basemapping			8		40		40		88	\$ 12,880.00
3.2	Basemap Integration			16		80		16		112	\$ 13,856.00
3.3	Field Check Basemap		4		4					8	\$ 1,116.00
3.4	PRV Site Field Survey and Basemapping			2		12		16		30	\$ 4,546.00
3.5	Utility Pothole Locations					8		8		16	\$ 2,328.00
	Task Total	0	4	26	4	140	0	80	0	254	\$ 34,726.00
Task 4 - Franchise Utility Coordination											
4.1	General Franchise Utility Coordination		8		16					24	\$ 3,240.00
4.2	Franchise Utility Conflict and Pothole Plans		8		16		16			40	\$ 5,032.00
	Task Total	0	16	0	32	0	16	0	0	64	\$ 8,272.00
Task 5 - Stormwater Design											
5.1	Analyze Level of Stormwater Facility Redesign		4		8					12	\$ 1,620.00
5.2	Revise Technical Information Report (TIR)		4		40					44	\$ 5,652.00
	Task Total	0	8	0	48	0	0	0	0	56	\$ 7,272.00












CON_22_59 - NUD-Kirkland ILA - Juanita Drive

Final Audit Report

2022-02-14


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Status:	Signed
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