

RESOLUTION NO. 2097

A RESOLUTION OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY OF KIRKLAND AGREEMENT BETWEEN THE CITY AND CALVIN JORDAN AND ASSOCIATES, AND HART, SISLER, WILLIAMS & ROTH, INC., A JOINT VENTURE TEAM, TO PERFORM ENGINEERING AND PLANNING SERVICES REQUIRED FOR DESIGN AND CONSTRUCTION IMPROVEMENTS WITHIN LOCAL IMPROVEMENT DISTRICT NO. 104 - LAKE PLAZA.

BE IT RESOLVED by the City Council of the City of Kirkland as follows:

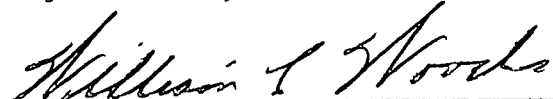
WHEREAS, the improvement of the area known as Lake Plaza was ordered through the creation of Local Improvement District No. 104 by Ordinance No. 2154, adopted May 17, 1971, and

WHEREAS, the joint venture team of Calvin Jordan and Associates (planners and landscapers), and Hart, Sisler, Williams & Roth, Inc., (engineers) have submitted to the City their proposal to perform engineering and planning necessary for the design and construction of said improvements,

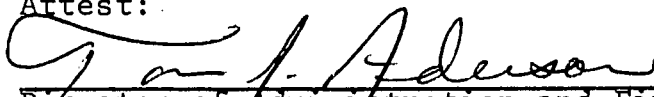
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The Mayor is hereby authorized to sign on behalf of the City of Kirkland that certain agreement between the City of Kirkland and the joint venture team of Calvin Jordan and Associates and Hart, Sisler, Williams & Roth, Inc., copy of which is attached hereto as Exhibit "A", and by this reference incorporated herein.

PASSED by majority vote of the Kirkland City Council in regular meeting on the 7<sup>th</sup> day of June, 1971.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
Director of Administration and Finance  
(ex officio City Clerk)

A G R E E M E N T

THIS AGREEMENT made and entered into this 7th day of June, 1971, by and between the CITY OF KIRKLAND, Washington a municipal corporation, herein referred to as the "City" and CALVIN JORDAN AND ASSOCIATES, herein referred to as the "Planner", and HART, SISLER, WILLIAMS & ROTH, INC., herein referred to as the "Engineer".

W I T N E S S E T H:

WHEREAS, the City desires to develop and construct, by local improvement district, a public Mall and Parking Facility to be known as Lake Plaza, and

WHEREAS, the City will require professional services for the design and construction of the project, and such other services as may be requested by the City.

NOW, THEREFORE, IT IS AGREED that the terms and conditions under which this contract will be effective are as follows:

1. The City hereby employs the Planner and Engineer as a joint venture team to perform engineering and planning necessary for the design and construction of the Project.
2. The Planner and Engineer accept such employment and agree to perform the design services necessary to complete the Project as authorized by the City, as well as other authorized services, and agree to perform all services to the best of their ability in a good and professional manner.
3. The method of constructing the Project shall be as follows:

WORK

BY

- |  |                               |
|--|-------------------------------|
| a) Concrete work, park furniture, details and landscaping          | Public works contract         |
| b) Ditching and backfill for electric power and telephone          | City or Utility               |
| c) Watermain installation  | City or Public Works Contract |
| d) Underground telephone installation                              | Utility                       |
| e) Underground power installation                                  | Utility                       |
| f) Installation of new lighting standards and underground circuits | Utility                       |
| g) Storm sewers and revision to sewage                             | City or Public Works Contract |
| h) Asphalt concrete surfacing                                      | City or Public Works Contract |
| i) Signing and striping  | City or Public Works Contract |

4. Scope of services shall be as follows:

<u>SERVICE</u>	<u>BY</u>
(a) L.I.D. assessment roll notices and affidavit (based on rates and method previously established)	Engineer
(b) Site topography	City
(c) Additional survey if necessary and authorized by City	Engineer
(d) Design of the Mall and Lake Plaza, including: pedestrian and freight access; parking layout; number style and location of lighting fixtures; sitting area; common service area; street furniture; north and south entry; signs; selection of plant materials; coordination with the merchants within the project area; preparation of plans.	Planner
(e) A utility drawing showing existing location and future location of utilities within the project area.	Engineer
(f) Drainage plan and profiles Finish grade plan	Engineer
(g) A three-dimensional scale model	Planner
(h) Review conference with City	Planner & Engineer
(i) Preparation of final plans, specifications and contract documents for those parts of the project which will go to public bid	Planner & Engineer
(j) Final review conference with City	Planner & Engineer
(k) Periodic inspection of the site and checking for conformance to design	Planner & Engineer
(l) Construction inspection, surveying, supervision and coordination with utility companies	City
(m) Preparation of final as-built plans using data from (k) and (l)	Engineer

5. Payment for services shall be as follows:

<u>SERVICE</u> (refer to paragraph 4)	<u>PAYMENT</u>
(a)	To Engineer: \$500. Lump Sum
(c), (e) and (m)	To Engineer: hourly rate
(f), (h), (i), (j), (k)	To Engineer: hourly rate: not to exceed \$2,500.
(d), (g), (h), (i), (k), and (j)	To Planner: Hourly rate: not to exceed \$6,500.
Other work as authorized by City	To Planner or Engineer: hourly rate

Payment shall be made on statements submitted monthly as the work progresses. Payment for hourly rate services shall be based on 2 times payroll cost for personnel working directly on the project, plus direct expenses.

6. If the Project is suspended or abandoned by the City, the Engineer and Planner shall be paid for services performed to the date of notification. Payment shall be cost plus direct expenses.

This Agreement is binding upon the parties hereto, their heirs, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF KIRKLAND, WASHINGTON

by William L Woods

ATTEST

by [Signature]

PLANNER,

CALVIN JORDAN AND ASSOC.

by [Signature]

ENGINEER

HART, SISLER, WILLIAMS & ROTH, INC.

by [Signature]

by [Signature]