

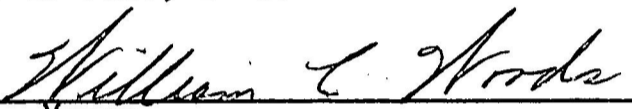
RESOLUTION NO. 2098

A RESOLUTION OF THE CITY OF KIRKLAND, WASHINGTON, RELATING TO THE JOINT KIRKLAND-KING COUNTY MARKET STREET-100TH AVENUE N.E. ARTERIAL IMPROVEMENT PLAN, URBAN ARTERIAL BOARD PROJECT NO. 8-1-111(05) AND AUTHORIZING AND APPROVING CONTRACT WITH KING COUNTY IN REGARD TO SAID PROJECT.

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


Section 1. The Mayor is authorized and directed to sign on behalf of the City of Kirkland an agreement, the terms of which shall be substantially in the form attached to this resolution, between the City of Kirkland and the County of King outlining their respective responsibilities, obligations and duties in regard to Joint Urban Arterial Improvement Project - Market Street and 100th Avenue N.E., between Central Way and N.E. 124th Street in Kirkland and King County.

Adopted by majority vote of the Kirkland City Council in regular meeting on the 7th day of June, 1971.



Mayor

Attest:



Director of Administration and Finance
(ex officio City Clerk)

AGREEMENT

This tri-party agreement, made and entered into this day between the City of Kirkland, Washington, hereinafter referred to as Kirkland and the County of King, State of Washington, hereinafter referred to as "King County", and Stevens, Thompson & Runyan, Inc. hereinafter referred to as the "Engineer"

WITNESSETH:

WHEREAS, the City of Kirkland and the County of King have heretofore made application for approval and funding to the Washington State Urban Arterial Board for certain improvements to the north-south arterial designated within Kirkland as Market Street, and in King County as 98th Avenue N. E. and 100th Avenue N. E., between Central Way within the City of Kirkland and N. E. 124th Street in King County, and

WHEREAS, said proposed improvements have been approved and funded by the Urban Arterial Board as a single joint project, and it is deemed desirable and expeditious to retain one consulting firm to survey, design and supervise jointly the separate portions of the project under each governmental jurisdiction and it is further desirous to set forth the respective duties, obligations and responsibilities of each of the participating local governments as to said project, and

WHEREAS, Kirkland and King County each respectively has allocated and/or set aside funds required to be contributed by the City or County in the course of construction of said project,

NOW THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

1. Kirkland shall be the designated local governmental unit to report and account to the Urban Arterial Board under the Board's appropriate rules and regulations in regard to said joint project identified as Urban Arterial Board Project No. 8-1-111-(05). Such duties of Kirkland shall include the preparation and processing of Urban Arterial Board claims and vouchers for payment, and the receipt and payment of Urban Arterial trust funds and local contribution funds.

2. The portion of the total project cost to be paid by local contribution funds shall be allocated between Kirkland and King County, with each local entity to provide all local contribution funds for that portion of the project i. e., Kirkland shall contribute as to Phase A (Market Street as extended from 3rd and Central Way to Central Way and Market Street, and Market Street north to N. E. 106th Street), and King County shall contribute as to Phase B (Market, 98th Avenue N. E. and 100th Avenue N. E., from N. E. 106th north to N. E. 124th Street).

3. Each local governmental agency agrees to pay its respective share and to take all necessary action to pledge, budget and allocate same. King County shall, as the progress of the work requires, remit to Kirkland King County's share of such locally contributed funds. Such funds on receipt by Kirkland shall be deposited in the Project Construction Account, and an accounting of disbursements shall be given to King County.

4. Kirkland has by separate instrument entered into an agreement for consulting services with Stevens, Thompson & Runyan, Inc., Engineers and Planners, and in the interest of coordination of the two phases of the project it is the desire of King County to retain this firm for elements of survey and design as more specifically detailed elsewhere in this agreement. Where reference is made to "Engineering Agreement", this shall refer to the existing agreement between the Engineer's and the City of Kirkland executed by both parties on June 7, 1971 and a copy attached hereto as Exhibit "A".

5. It is the desire of King County to utilize the Engineers to accomplish work under Phase "B" as indicated in Article II of the Engineer's Agreement, and with the following detailed services:

1. Detailed Plans
2. Specifications
3. Quantity and Cost Estimates
4. Amendments of Plans and Specifications
5. Approval of Regulatory Agencies
6. Copies of Plans and Specifications
7. Not applicable to Phase B
8. Not applicable to Phase B
9. Not applicable to Phase B
10. Not applicable to Phase B

11. Special Services - Generally applicable as to furnishing survey personnel and equipment, soil testing, foundation exploration, preparation of legal descriptions, of easements and rights-of-way, landscape and architectural services as approved by County Design Commission. Actual appraisals and right-of-way procurement to be performed by County forces.

Items 12, 13, 14 and 15 are approved as part of the standard agreement, subject to conformance with King County policies on Affirmative Action and Federal Anti Discrimination laws.

The Compensation schedule outlined in Article III of the Engineer Agreement is acceptable to King County, and the County will reimburse the City of Kirkland for documented billings as provided in Par. 3 of this three party agreement.

6. Kirkland and King County will each at all times keep the other advised as to the progress of said project, and will not order or approve any changes in the approved design or construction which substantially changes the nature of said project or its basic design as approved by the Urban Arterial Board without first consulting the other.

7. To the extent that any of the provisions of this agreement shall conflict with the rules and regulations of the Urban Arterial Board relating to joint city-county projects, this agreement shall be

deemed to be modified so as to conform to said rules and regulations,
so long as such modification does not materially change the basic agree-
ment of the parties and the allocation of their respective duties and
obligations hereunder.

Dated this 7th day of June, 1971

CITY OF KIRKLAND

William C. Woods
Mayor

Attest:

Tom J. Anderson
City of Kirkland Director of
Administration and Finance
(ex officio City Clerk)

KING COUNTY

John D. Spellman
JOHN D. SPELLMAN

Attest:

KING COUNTY

STEVENS, THOMPSON & RUNYAN, INC.

Wesley D. Burt

EXHIBIT "A"
Attached

AGREEMENT

FOR

PROFESSIONAL ENGINEERING SERVICES

MARKET STREET IMPROVEMENTS

CITY OF KIRKLAND

KIRKLAND, WASHINGTON

THIS AGREEMENT AND CONTRACT, made and entered into at Kirkland, Washington, this 7th day of June, 1971, by and between the City of Kirkland, a municipal corporation of King County, State of Washington, hereinafter called the City, and STEVENS, THOMPSON & RUNYAN, INC., a firm of consulting engineers duly authorized to perform professional services in the State of Washington, hereinafter called the Engineers:

WITNESSETH THAT:

WHEREAS, the City desires to employ the Engineers to perform the necessary engineering services in connection with the street and drainage improvements for Market Street and Central Way, and

WHEREAS, the Engineers have offered their services to perform the necessary engineering designs, preparation of plans and specifications and other contract documents and related professional service required for the implementation of the construction of these improvements. Now therefore,

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE I - DEFINITIONS

Whenever the term "City" is used herein it is understood to mean the City of Kirkland, of King County, Washington, or its authorized officers and the term "Engineer" or "Engineers" means an authorized representative of Stevens, Thompson & Runyan, Inc. The specific projects indicated in these improvements are as follows:

Phase A - Central Way (3rd Street to Market Street)
Market Street (Central Way to N.E. 106th Street)

- a. Drainage
- b. Curb & Gutter
- c. Sidewalks
- d. Asphaltic Concrete Pavement
- e. Landscaping
- f. Traffic Signalization
- g. Illumination
- h. Miscellaneous structures

Phase B - Market Street, Extended (N.E. 106th Street to N.E. 124th Street)

- a. Drainage
- b. Curb & Gutter
- c. Sidewalks
- d. Asphaltic Concrete Pavement
- e. Landscaping
- f. Traffic Signalization
- g. Illumination
- h. Bridge Structure
- i. Miscellaneous Structures.

ARTICLE II - OBLIGATION OF THE ENGINEERS

The services to be performed by said Engineers under this contract are

- (1) the preparation of detailed plans, specifications and other contract documents for the actual construction work for the Market Street improvements listed above;
- (2) engineering services during construction; and
- (3) special services which may be required. Services to be performed by the Engineers are described more particularly as follows:

1. Detailed Plans. The Engineers will prepare detailed plans for units of said improvement. This will include maps, profiles, structural details and any other drawings which may be essential to full completion of said improvements.
2. Specifications. After the plans have been made, the Engineers will prepare such detailed specifications, contract forms and other documents as will be necessary in the receiving of bids for construction work and in the performance of contract obligations. The specifications will cover materials and workmanship and serve as a guide to the building of all features of the project which may not be fully defined by the plans.
3. Quantity and Cost Estimates. The Engineers will prepare estimates of the quantities of the materials to be furnished and work to be done. Estimates of cost will be provided which are to be based upon prices which appear to be appropriate at the time the plans are complete. Statements of probable construction cost and detailed cost estimates prepared by the Engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Engineer nor the City has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Engineer cannot and does not guarantee the bids will not vary from any statement of probable construction cost or other cost estimate prepared by him.
4. Amendments of Plans and Specifications. When plans, specifications and other documents have been prepared they will be submitted to the City for consideration. An engineer familiar with all features of the project will be available on request of the City for the purpose of explaining the plans and other documents. Should the City then request modifications of any kind which are consistent with good engineering practice, the Engineers will make them before the final documents are issued.

5. Approval of Regulatory Agencies. The Engineers will plan the improvements so as to meet the approval of the applicable governmental agencies which may be involved, and will assist the City in any way appropriate to securing the necessary approvals for the facilities planned.
6. Copies of Plans and Specifications. After their approval by the City and the regulatory agencies, the Engineers will furnish as a part of this contract the following copies of the plans and specifications above described:
 - (a) Five (5) complete sets to the City for record purposes.
 - (b) As many copies as may be required by the applicable governmental agencies involved.
 - (c) As many copies as may be required by Contractors desiring to submit bids on the work, it being understood that deposits will be required to provide for the return of such plans and specifications which may be issued to persons from whom no bona fide bid is received by the City.
 - (d) Ten (10) sets of documents as may be required in connection with the preparation of contract for construction work.
 - (e) Two (2) complete sets of "as built" plans of the work, as it is finally constructed, to the City for record purposes, one of which will be a set of transparencies.
7. Contract Awards. A qualified representative of the Engineers will attend meetings when the receiving of bids and the award of contracts for construction work are under consideration. They will prepare a tabulation of bids and will advise and assist the City in any way appropriate to such occasions.
8. General Engineering Services During Construction. The Engineers will provide general inspection of the Contractor's work in behalf of the City, to the extent defined in the contract documents, by periodic visits to the site of the project to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the contract documents.

On the basis of these visits, the Engineers will keep the City informed of the progress of the work, will guard the City against defects and deficiencies in the work of the Contractor(s) and may reject work or materials that fail to conform to contract requirements. Visits to the construction site and observations made by the Engineers shall not relieve the Contractor of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents,

and shall not relieve the construction contractor of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

The Engineers shall make explanation of any matter which may not be clearly shown on the plans or in the specifications, including the modifications of documents if this should be required. They shall prepare and recommend approval of change orders when applicable. They shall review Contractor's shop drawings, and approve material samples.

9. Final Inspections. The Engineers will make a final inspection of the completed construction work and report thereon to the City with recommendations concerning its acceptance or otherwise as conditions may warrant.
10. Resident Inspection of Construction and Field Staking. The Engineers will furnish the services of a Resident Inspector to provide continuous inspection of the work of the Contractor during the period of construction as well as field personnel and equipment necessary for construction staking. The Resident Inspector shall be experienced in the type of work to be done to the end that the work will be properly staked out and that competent inspection of materials and labor will be provided. He will keep all records, maps, and plans necessary for the preparation of final "as built" drawings. The Resident Inspector will make out monthly reports of construction progress and monthly estimates as the basis for payments to the Contractor as construction proceeds. He will attend the official meetings of the City each month when the above mentioned reports and estimates are being considered, and will also attend other meetings of the City when requested. Additional engineers, inspectors or assistants necessary shall be provided by the Engineers with the approval of the City. The Resident Inspector and necessary assistants will guard the City against defects and deficiencies in the work of the contractor(s) and help determine if the provisions of the contract documents are being fulfilled. Their day-to-day inspection will not, however, cause the Engineer to be responsible for those duties and responsibilities which belong to the Contractor and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the contract documents.
11. Special Services. There may be certain special services desired by the City beyond those listed under the design and engineering inspection of construction. The type and extent of all such special services cannot be determined at this time. However, the Engineers agree to assist the City and perform such special

services as the City may require, all in order that the City can best accomplish the objective of providing the facilities needed. Such services may include but are not limited to the following:

- (a) Furnish survey personnel and equipment required to obtain design information necessary to prepare satisfactory plans and specifications.
 - (b) Furnish survey personnel and equipment required to obtain field information necessary to prepare easements and property right-of-way descriptions as requested or approved by the City.
 - (c) Furnish legal descriptions of easements, rights-of-way, and property required for the project and provide personnel to assist the City or those designated by the City to obtain easements, rights-of-way, and property as requested by the City.
 - (d) Assist in preparation of any grant applications that may be necessary.
 - (e) Provide personnel and equipment required to perform subsurface explorations necessary for determining foundation and/or construction conditions as requested or approved by the City.
 - (f) Provide landscape architectural services, such as schematic design, estimates, drawings and specifications, all as may be requested and approved by the City.
 - (g) Provide bacteriological, chemical, mechanical or other tests as requested or approved by the City.
 - (h) Provide expert testimony as may be required in connection with the project.
12. Compliance with Civil Rights Act. The Engineers shall comply with all applicable provisions of the regulations issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, creed, color or national origin.
13. Insurance. The Engineers shall maintain such insurance as will protect them and the City from claims under the Workmen's Compensation Act and from claims for bodily injury, death, or property damage which might arise from the performance of their services under this Agreement.
14. Arbitration. Arbitration of all questions in dispute under this agreement shall be at the choice of either party and shall be in accordance with rules of the American Arbitration Association.

This agreement shall be specifically enforceable under the prevailing arbitration law and judgment upon the award rendered may be entered into the court of the forum, state or federal, having jurisdiction. Decision of the arbitration shall be a condition precedent to the right of any legal action. Venue shall be in King County, State of Washington, and in the event of arbitration or litigation arising out of this agreement, the prevailing party shall be entitled to reasonable attorneys fees and costs.

15. Time Schedule. The Engineers shall begin work within ten days after notice to proceed and shall diligently prosecute the work to meet the time schedule(s) adopted by the City.

ARTICLE III - OBLIGATION OF CITY

The work required under this contract shall not begin nor shall the City assume any obligation for the work involved until the Engineers are given written notice to proceed with a specific description of the work to be included.

In order to facilitate the work of the Engineers as above outlined and to insure proper and adequate planning in construction procedure, the City shall furnish to the Engineers access to all existing information which is in its possession concerning the location of sewer and water lines and other utilities or structures which may affect the planning and construction of the proposed improvements. Should it be necessary to excavate in order to locate and make available to the Engineers any existing structures necessary for proper planning of the proposed work, the City shall cause such excavation and incidental work connected therewith to be done without cost to the Engineers.

The City shall pay for the cost of publishing advertisements for bids, and for permits and licenses that may be required by local, State, or Federal authorities and shall secure the necessary land, easements, and rights-of-way.

FOR AND IN CONSIDERATION of the Engineers faithfully performing the services herein stipulated, the City shall pay them sums which shall be as outlined below in accordance with the services rendered:

1. For the engineering services outlined in Article II, Section 1-9, required for the design of the improvements described in Article I Phase A and Article I Phase B, the City shall pay the Engineers a sum which shall be determined by Curve B and applied to the cost of each separate construction contract, and as recommended by the schedule of suggested fees of the American Society of Civil Engineers applicable upon the date notice to proceed is issued. The latest copy of Curve B is attached hereto.
 - (a) Monthly progress payments shall be made to the Engineers during the preparation of the detailed plans, and such progress payments shall be based upon progress estimates of the work done, which have been submitted by the Engineers and approved by the City.
 - (b) When the plans and specifications have been completed and approved, the City shall pay the Engineers a sum which with all previous payments shall equal 80 per cent of the total fee applicable based on the Engineers' estimate at the time the plans and specifications are submitted to the City.
 - (c) The balance of the fee shall be paid to the Engineers during construction in proportion to the work completed by the Contractor(s).
 - (d) Design of trunk storm sewers in Central Way and the street improvements for Market Street had been completed under previous contractual agreement dated August 3, 1964, and financed by an Advance Planning loan from the Department of Housing and Urban Development (HUD). Portions of this design remain applicable for this project and the Engineers shall credit the City with an amount equivalent to the HUD payback on the planning loan.
2. For the services of the Resident Inspector and other inspectors or assistants required for the construction inspection and field staking as outlined in Article II, Section 10, the City shall pay the Engineers monthly a sum equal to direct salary costs (direct labor plus 24 per cent direct labor overhead) times a factor of 1.90 to cover taxes, insurance, profit and other overhead expenses, and in addition, reimbursement for automobile transportation at the rate of 12 cents per mile, where applicable to this project.

3. For the services of survey personnel and equipment required to obtain the design information for preparation of plans and specifications as outlined in Article II, Section 11, the City shall pay the Engineers monthly a sum equal to direct salary costs (direct labor plus 24 per cent direct labor overhead) times a factor of 1.9 to cover taxes, insurance, profit and other overhead expenses, and in addition, reimbursement for automobile transportation at the rate of 12 cents per mile, where applicable to this project.
4. For soils investigations which may be required as outlined in Article II, Section 11, the Engineers shall be reimbursed at their invoiced costs plus 10 per cent, for the services of soils specialists, laboratory testing, and required sampling, drilling and/or excavation. For other technical or professional services furnished by outside sources, as requested or approved by the City, reimbursement shall be at invoiced costs plus 10 per cent to cover the Engineers' administrative and continuing project responsibilities.
5. For landscape architectural services which may be required as outlined in Article II, Section 11, the Engineers shall be reimbursed at their invoiced costs plus 10 per cent.
6. For any other special services required by the Engineers' staff as outlined in Article II, Section 11, of this Agreement, the City agrees to pay the Engineers a sum equal to direct salary costs (direct labor plus 24 per cent direct labor overhead) times a factor of 2.0 to cover taxes, insurance, profit and other overhead expenses. Automobile travel required for accomplishing this work will be charged at 12 cents per mile. All other costs of the Engineers will be billed at the actual amount of such costs. These costs, as applicable, will include, but are not necessarily limited to, long distance telephone, subsistence, printing and reproduction work.

For other technical or professional services furnished by outside sources, as requested or approved by the City, reimbursement shall be at invoiced costs plus 10 per cent to cover the Engineers' administrative and continuing project responsibilities.

7. If the City directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate structures, the compensation to the Engineers shall be the payment specified in Article III, Section 1, for the design of work to be constructed, plus, for the alternate designs prepared for work not constructed, an additional payment to be negotiated at the time the City directs that alternate designs, plans and specifications be prepared.
8. If the engineering services covered in this Agreement have not been completed upon the expiration of an eighteen (18) month period from

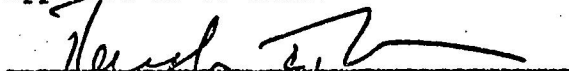
the date of execution of this Agreement, the City or Engineers may, at the option of either, on written notice, request a renegotiation of Article III, Sections 1-6 (providing for the compensation to be paid the Engineers for services rendered), to allow for changes in the cost of services. Such new schedule of compensation is to apply only to work performed by the Engineers after delivery date of such written notice.

9. If time of construction is extended because of circumstances beyond the control of the Engineers, payments for Article II, Section 8, General Engineering Services During Construction, shall apply only through the period ending thirty (30) calendar days after the applicable completion date specified in the construction contract of the project. Payment for this service beyond thirty (30) days after said specified completion date shall be paid for under Article III, Section 6.

10. The City may in its sole discretion, abandon or indefinitely postpone the project for which the professional services described herein are to be performed, and may thereupon terminate this Agreement by giving the Engineers written notice of such abandonment or indefinite postponement. If any portion of the project covered by this Agreement and designed or specified by the Engineers shall be suspended, abated, or abandoned, the City shall pay the Engineers for the services rendered for such suspended, abated, or abandoned work, the payment to be based insofar as possible on the amounts established in this Agreement, or, where the Agreement cannot be applied, the payment shall be on the basis of the amounts as prescribed in Article III, Section 6.e

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in duplicate by their respective authorized officers or representatives, the City of Kirkland by its Mayor, and the Engineers by Wilfred D. Amble, Vice-President, all on the date first mentioned herein.

Approved as to form:



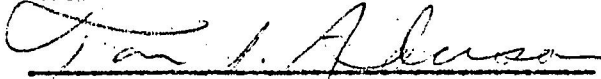
City Attorney

CITY OF KIRKLAND

By 

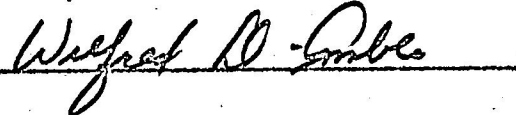
Mayor

Attest:



City Clerk

STEVENS, THOMPSON & RUNYAN, INC.

By 

Wilfred D. Amble

PROFESSIONAL FEES FOR ENGINEERING SERVICES

Where charges for engineering services are based upon the "percentage of construction costs" Curves A and B as suggested by the American Society of Civil Engineers are used with modifications where found appropriate. The suggested curves of ASCE dated October, 1967 are shown below.

FIG. 1. Curve A. Median Compensation for Basic Services, expressed as a percentage of construction cost for projects of above-average complexity.

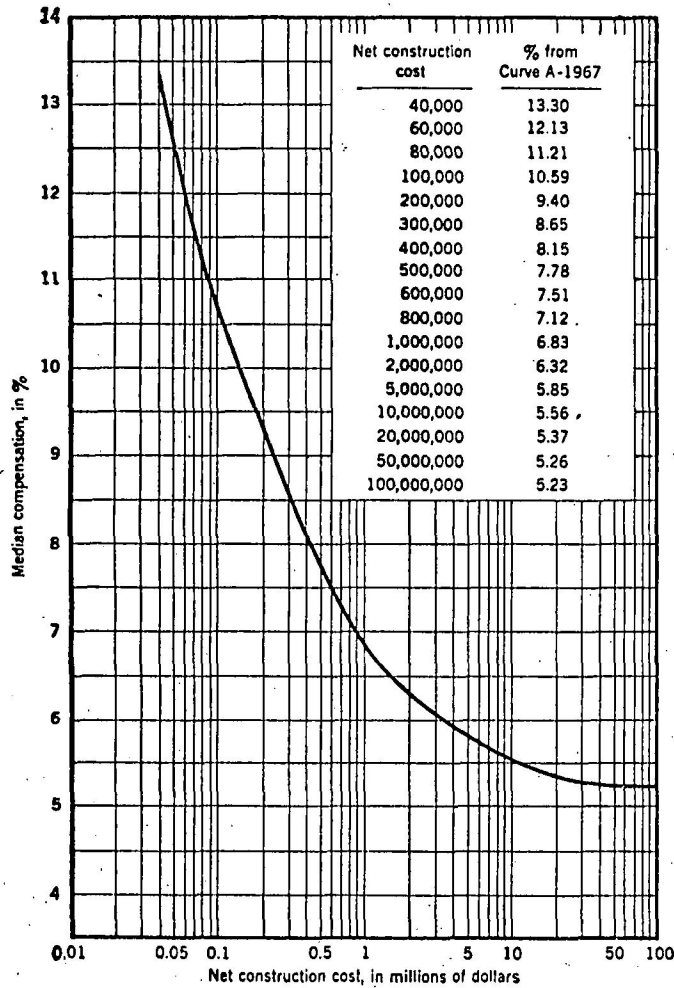


FIG. 2. Curve B. Median Compensation for Basic Services, expressed as a percentage of construction cost for projects of average complexity.

