RESOLUTION NO. R -2317

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH MYRON ANDERSON & ASSOCIATES, PROFESSIONAL ENGINEERS, TO PROVIDE CONSULTING SERVICES IN REGARD TO A LIFT PUMP STATION FACILITIES PLAN.

WHEREAS, the City of Kirkland sewer system includes six lift pump station facilities for which improvements or modifications as to some or all may be required or desired, and

WHEREAS, such determination can only be made in the course of, or following accomplishment of, a lift pump station facilities plan, and

WHEREAS, the need to accomplish such a plan with the assistance of a qualified consulting engineer is recognized by the City, and

WHEREAS, Myron Anderson & Associates, Professional Engineers, are so qualified and willing to provide such service,

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

Section 1: The City Manager is hereby authorized to sign on behalf of the City of Kirkland that certain Agreement for consulting engineering services to be furnished by Myron Anderson & Associates, Professional Engineers, copy of which is attached to the original of this resolution and by this reference incorporated herein.

ADOPTED by majority vote of the Kirkland City Council in regular meeting on the 21st day of ______, 1975

Mayor

Attest:

Director of Administration & Finance

(ex officio City Clerk)

This Agreement entered into this 21st day of July 1975, by and between the City of Kirkland, Washington, a Municipal Corporation, hereinafter referred to as the "City", and Myron.

Anderson & Associates - Myron Anderson, Professional Engineer, hereinafter referred to as "Consultant".

WITNESSETH:

1. Purpose: The Kirkland sewer system includes six lift pump station facilities. Improvements or modifications as to some or all of said facilities may be required or desired. Such determination can only be made in the course of, or following accomplishment of, a lift pump station facilities plan. The need to accomplish such a plan with the assistance of a qualified consulting engineer is recognized by the City.

2. Agreement for Consulting Engineering Services:

A. Scope of services: Consultant shall perform, consistent with the provisions of this Agreement, the work necessary to complete the work program step 1 attached to this Agreement as Exhibit A, and by this reference incorporated herein. All work shall be performed in a satisfactory and proper manner and shall comply with all pertinent requirements of the Environmental Protection Agency for the United States of America and the Department of Ecology for the State of Washington in order to create a lift pump station facilities plan for the City of Kirkland. Such work program shall include the following:

- 1. Collect Basic Data
 - a. Preparation of base map
 - b. Physical plant survey
 - c. Consideration of existing studies
- 2. I/I Analysis
 - a. Identify strategic flow measurement locations
 - b. Measure flows
 - c. Evaluate data
 - d. Draw conclusions as to extent and location of infiltration and inflow
 - e. Recommend physical solutions
 - f. Recommend areas of need for evaluation survey
- 3. Estimate future flows
- 4. Environmental impact assessment
- 5. Develop and evaluate alternative solutions
- 6. Public involvement program, implementation, reports and required comments
- B. Fees to be paid: For the full, complete and faithful performance of the services and work herein required to be performed, City shall pay to Consultant a fee not to exceed Seven Thousand Dollars (\$7,000.00). Partial payments for services and reimbursable expenses may be made monthly upon presentation of the Consultant's statement of work performed to date at the

following rates:

Professional engineering - \$20.00 an hour

Technician services - \$16.00 an hour

Secretarial services - \$9.00 an hour

Actual expenditures for direct expenses for printing and outside services, provided that the total amount of all payments to be made to Consultant shall not exceed the maximum fee.

- C. Commencement of Work: Consultant shall commence work under this Agreement upon receipt of notice from City's Director of Public Services to proceed. Such notice will be given in writing and it is anticipated that certain preliminary authorizations to proceed will first be solicited by City from the Department of Ecology and other concerned public agencies.
- D. Designation of City Personnel to Assist Consultant:
 City will designate two or more city employees to directly assist
 Consultant in performance of the work required and it is anticipated that city forces will contribute approximately half of the time needed for completion of the study. In this connection,
 City shall cooperate with the Consultant in every way possible and practicable.
- 3. This Agreement shall be governed by the applicable ordinances of the City of Kirkland and laws of the State of Washington, including those relating to equal employment opportunity.

4. <u>Termination</u>: This Agreement may be terminated by either party upon twenty (20) days' written notice, should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination, Consultant shall be paid for services actually performed to the date of termination in accordance with the fee schedule herein set forth.

IN WITNESS WHEREOF the City and Consultant have executed this Agreement as of the date first written above.

CITY OF KIRKLAND

By

MYRON ANDERSON & ASSOCIATES

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Grant Application possible Preliminary Design of Collection System Station Changes to Provide for Future and to Eliminate One Lift Approval Obtain

from

Assistance Optain

of Lift Station Preliminary Design

Public Information

Involvement

Modifications

SHEEK.

R-2317