

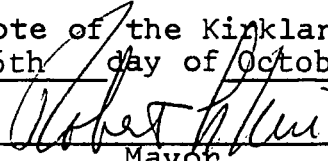
RESOLUTION NO. R- 2331

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH KRAMER, CHIN & MAYO, INC., ENGINEERS FOR SERVICES REQUIRED TO PREPARE A COMPLETED STEP ONE FACILITIES PLAN FOR THE PAR MAC INDUSTRIAL AREA.

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

Section 1. The Mayor is hereby authorized and directed to sign on behalf of the City of Kirkland a Professional Services Agreement with Kramer, Chin & Mayo, Inc. Consulting Engineers, Architects and Applied Scientists for services to be rendered to the City of Kirkland in the preparation of a completed Step One Facilities Plan for the Par Mac Industrial Park Area. A copy of said agreement is attached to the original of this Resolution and by this reference incorporated herein.

ADOPTED by a majority vote of the Kirkland City Council in regular meeting on the 6th day of October, 1975.



 Mayor

ATTEST:



 Director of Administration & Finance
 (ex officio City Clerk)



PROFESSIONAL SERVICES AGREEMENT

CLIENT/PROJECT: CITY OF KIRKLAND
PAR-MAC INTERCEPTOR SEWER

A. This agreement is between Kramer, Chin & Mayo, Inc., Consulting Engineers, Architects and Applied Scientists, 1917 First Avenue Seattle, Washington 98101, hereinafter referred to as "KCM" and The City of Kirkland, Washington, hereinafter referred to as the "Client" or "City".

B. This agreement is for services described generally as: Those engineering services required to prepare a completed Step 1 Facilities Plan for the Par-Mac area in compliance with PL92-500 and EPA guidelines. Tasks to be performed are detailed in attachments A and B to this Agreement.

C. KCM will initiate these services on receipt by KCM of a fully executed copy of this agreement and receipt of a Notice to Proceed from the Client.

KCM will complete these services 120 working days* after their work is initiated. It is estimated that this will allow completion by March 15, 1976.

D. The fee for these services to be paid to KCM is:

1. Basic Services

The lump sum of \$16,500.00.

2. Special Services

Job Salary Cost* times a factor of 2.0 plus Reimbursable Job Costs*.

E. The following attachments are part of and applicable to this agreement:

Attachment A - Objectives and Scope of Services

*See Appendix - "Definitions and Standard Conditions" for definitions of phrases with *.

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Consulting Engineers, Architects and Applied Scientists

Professional Services Agreement
Page 2 of 2

Attachment B - Estimate of Professional Services

Attachment C - Study Area

Appendix - Definitions and Standard Conditions

F. Accepted and Executed this _____ day of _____ 1975,

By: Ark G. Chin, President for KCM

Signed _____

Accepted and Executed this 6 day of OCTOBER, 1975,

By: Robert L. Neis, Mayor for the Client

Signed s/ Robert L. Neis

ATTACHMENT A

OBJECTIVES AND SCOPE OF SERVICES

CLIENT/PROJECT: CITY OF KIRKLAND
PAR-MAC INTERCEPTOR SEWER

It is the intent of this agreement that KCM shall provide all services required to prepare a Step 1 Facilities Plan for the study area as shown on Attachment C. The facilities plan shall meet the current guidelines and requirements of the EPA and DOE.

As part of the basic services KCM shall undertake the tasks indicated in Attachment B including the preparation of a draft of the environmental impacts of the proposed facilities plan. The City shall be responsible for providing all additional work required to convert the environmental assessment into a legal environmental impact statement (or negative declaration) meeting the requirements of NEPA and SEPA.

KCM shall provide such other services as the City may require as Special Services. Provided that no Special Services shall be undertaken except with the expressed prior written authorization of the City.

In the event design services are required for any facilities developed by the Step 1 study KCM shall submit a separate contract proposal for the design services.

ATTACHMENT B

Estimate of Professional Services

CLIENT/PROJECT: CITY OF KIRKLAND - PAR-MAC INTERCEPTOR SEWER

KCM # 013-5
 Sheet 1 of 2
 Date October 1, 1975

<u>STAFF LEVEL</u>	<u>Charge Rate</u> (1)	<u>Manhours</u>	<u>Total</u>
Project Management	\$34.00	48	\$ 1,635
Project Engineer	24.00	258	6,195
Professional Staff	20.00	168	3,360
Technical Staff	16.00	184	2,960
Clerical Staff	13.00	112	1,450
Other, KCM	_____	_____	_____
Sub-total			\$15,600
<u>OUTSIDE COSTS</u>			
Travel, Per Diem, Expenses			200
Printing & Publications			700
Others			_____
Fee Contingency			N/A
		TOTAL FEE ESTIMATE	\$16,500

Approved 10/1/75 Project Development Manager _____

(1) Average rates based on proposed staff assignment.



Kramer, Chin & Mayo, Inc.
 Consulting Engineers, Architects, Applied Scientists
 1917 First Avenue, Seattle, Washington 98101

PC-2331

Estimate of Professional Services

CLIENT/PROJECT: CITY OF KIRKLAND
 PAR-MAC INTERCEPTOR SEWER
 STEP 1 FACILITIES STUDY

KCM # 013-5
 Sheet 2 of 2
 Date October 1, 1975

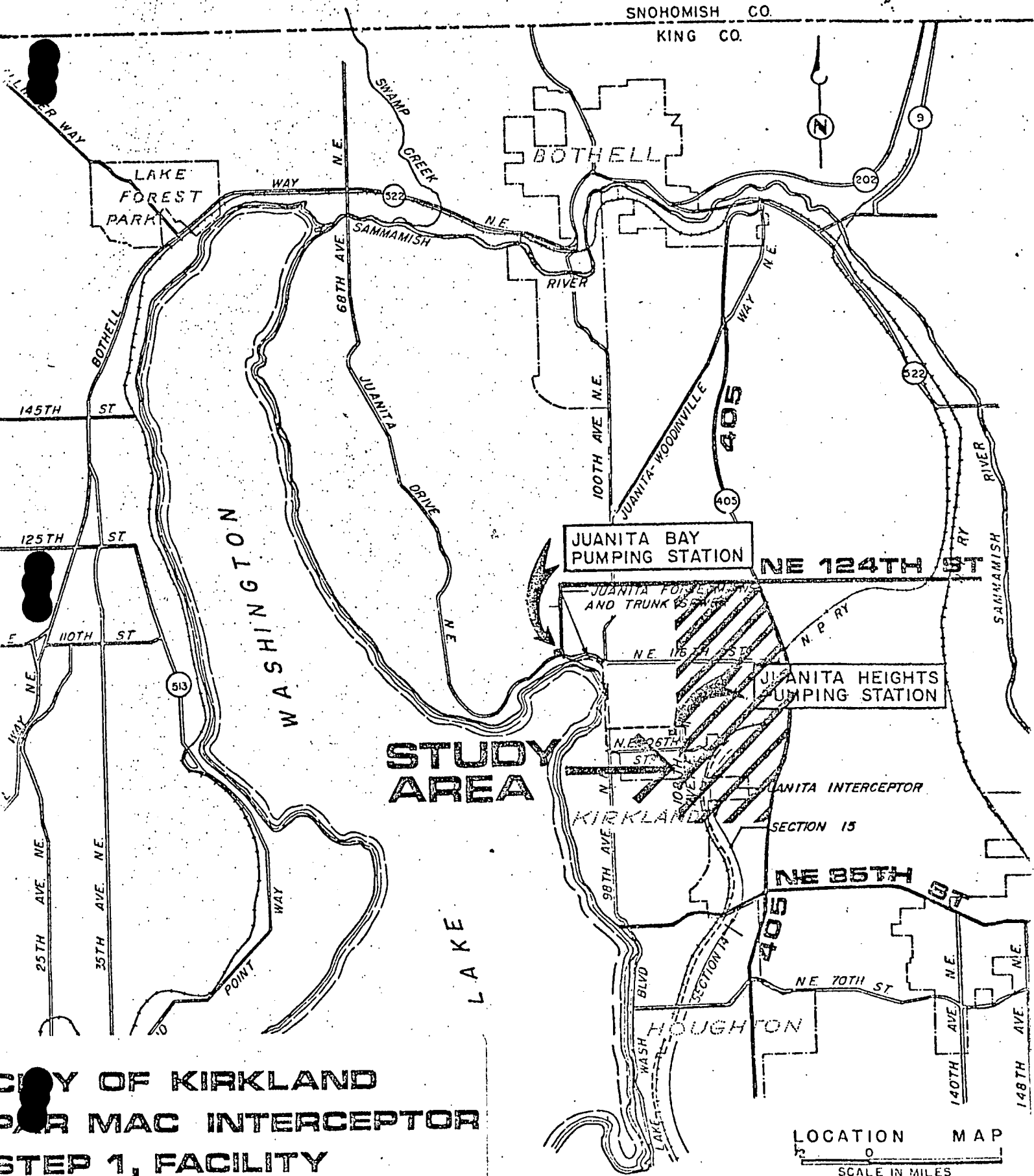
TASK	STAFF REQUIREMENT (MAN HOURS)				
	Project Management	Project Engineer	Professional Staff	Technical Staff	Clerical Staff

<u>Basic Services</u>					
1. Collection of Basic Data	8	52	32	40	16
2. I/I Analysis	Not Required				
3. Future Flows & Loading	8	30	16	24	8
4. Environmental Impact Assessment	8	40	40	24	32
5. Evaluation of Alternatives	8	64	40	40	16
6. Public Involvement, Implementation Reports (Two meetings only)	16	72	40	56	40

Totals	48	258	168	184	112
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Kramer, Chin & Mayo, Inc.
 Consulting Engineers, Architects, Applied Scientists
 1917 First Avenue, Seattle, Washington 98101



CITY OF KIRKLAND
FOR MAC INTERCEPTOR
STEP 1, FACILITY
PLANNING AREA

AUGUST 30, 1975

MUNICIPALITY OF METROPOLITAN S

RECOMMENDED Project Engineer	APPROVED City Engineer	APPROVED County Engineer	APPROVED Metropolitan Engineer	DATE
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	

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APPENDIX

DEFINITIONS AND STANDARD CONDITIONS

CLIENT/PROJECT: CITY OF KIRKLAND
PAR-MAC INTERCEPTOR SEWER

DEFINITIONS

Job Salary Cost

Job salary costs are defined as direct job salary (the employees' straight time rate of pay on an hourly basis), plus the cost of fringe benefits for all employees expressed as a percent of the direct salary costs. Fringe benefits are defined as those mandatory and customary benefits including sick leave, vacation and holiday pay, unemployment, excise and payroll taxes, social security, insurance and retirement benefits. The current value is 31.3% of the direct job salary.

Reimbursable Job Costs

Reimbursable job costs are those costs other than KCM labor which are directly related to conducting the work. For this agreement these are:

1. Auto Lease Expenses - Include basic charge, gas, oil repairs and insurance.
2. KCM Auto Expenses - Cost of using KCM owned vehicles.
3. Meal Expenses - The "out-of-pocket" cost of employees' meals while away from home or office.
4. Equipment Rental Expenses - Cost for rental of special equipment required to perform work.
5. Lab Fee Expenses - Cost of consumable laboratory supplies and lab use.
6. Computer Expenses - Cost associated with engineering studies and problem solving based on (a) cost invoiced for connection and computation (on KCM terminals) multiplied by a factor of 2.0 to cover maintenance and supplies and (b) cost invoiced for use of other computers.
7. Reproduction Expenses - Commercial and "in-office" printing, binding and reproduction of reports and construction documents at invoice amount or a fair commercial rate.

Definitions and Standard Conditions
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8. Contract Service Expenses - Outside technical service expenses are those Client approved expenditures billed through the engineer. These include, but are not limited to:
- a. Foundation and geological consultants.
 - b. Foundation borings and testing.
 - c. Laboratory tests.
 - d. Property, location or base map surveys.
 - e. Aerial photography and preparation of topographic maps.
 - f. Other special technical engineers working outside of the engineer's office except those engineers paid directly by the Client.
9. Miscellaneous Expenses - Those direct job expenses and costs which are not defined in other categories 1 through 8, such as special licenses, "out-of-pocket" costs to employees while traveling, e tc.
10. There will be a 10% surcharge on all items shown in this section where KCM is billed from an outside source.

Working Days

~~Working days are those days that KCM may productively undertake to provide service.~~ Excluded from the computation of working days are Saturdays, Sundays, legal holidays, and those days during which KCM submittals are being reviewed for approval by the client or by critical regulatory agencies.

STANDARD CONDITIONS

Payment

Fees will be invoices and payable monthly on the basis of completion and/or in the case of multiplier services the expended effort. Invoices unpaid for 45 days shall accrue interest at the rate of 1% per month.

Changed Rates

Where hourly rates serve as the basis for a fee, they shall be subject to change semi-annually to reflect changes in KCM salary levels.

Definitions and Standard Conditions
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Disputes

In the event of a dispute arising out of the performance of this contract, either party shall, as soon as a conflict is identified, file a written statement of the problem with the other party. Within five (5) working days of the filing of such a statement of conflict, the second party will respond and a meeting will be arranged not more than five (5) working days thereafter to arrive at a negotiated settlement or procedure for settlement. ~~If within twenty (20) working days from the initial filing of a statement of conflict an agreement cannot be reached, either party may request in writing to the second party that the matter be submitted to the local (Seattle area) Chapter of the American Arbitration Association for full and binding decision on all parties which shall become a part of this agreement.~~

Termination

This contract may be terminated by either party upon 30 days written notice. In the event of such termination, KCM shall immediately discontinue any and all work and shall be paid by the Client for all work performed prior to the termination.

Reports, Documents and Supporting Summary Data to be Delivered to City

Upon completion (or termination) of the basic services, all documents and reports, including supporting summary data, maps drawings and designs, shall be delivered to and become the property of the City of Kirkland. Copies of such, together with preliminary working data, including preliminary maps and designs and notes developed or produced by KCM may be retained by KCM.

Equal Employment Opportunity

During the performance of this contract, KCM agrees as follows:

KCM will not discriminate against any employee or applicant for employment because of race, creed, color, natural origin, sex, age or handicap. KCM will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, natural origin, sex, age or handicap. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, rates of pay or other forms of compensation and selection for training, including apprenticeship.

KCM will, in all solicitations or advertisements for employees placed by or on behalf of KCM state that all qualified applicants will receive consideration for employment without regard to race, creed, color, natural origin, sex, age or handicap.

Construction

This agreement shall be governed by the laws of the State of Washington.

Entire Agreement

This agreement represents the entire and integrated agreement between the City and KCM, and supersedes all prior negotiations representations or agreements either written or oral. This contract may be amended only by written instrument signed by both parties and approved by the City Council.