

RESOLUTION R 2345

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE MAYOR TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, A CONSULTANTS AGREEMENT WITH ROGER LOWE, D/B/A ROGER LOWE ASSOCIATES.

WHEREAS, The City of Kirkland deems it to be in the best interests of the City, its residents and property owners to hire skilled consultants to assist the City and its Department of Community Development in the preparation of a 701 grant study on environmentally sensitive/natural constraint areas and the possible redefining of the boundaries of the "hazardous slope map" as a result of said study, and

WHEREAS, Roger Lowe, d/b/a Roger Lowe Associates, possesses the requisite scientific and professional skills in soils, geology, earthquake and environmental engineering, and is willing to serve as the City's consultant,

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


Section 1. The Agreement for Contractual Services to be furnished the City of Kirkland by Roger Lowe, d/b/a Roger Lowe Associates, a copy of which is attached to the original of this Resolution as Exhibit A, is hereby approved and the Mayor of the City of Kirkland is hereby authorized and directed to sign said agreement on behalf of the City of Kirkland.

ADOPTED in regular meeting on the 2nd day of February, 1976.



Mayor

ATTEST:



Director of Administration & Finance
(ex officio City Clerk)

AGREEMENT

BETWEEN THE CITY OF KIRKLAND, WASHINGTON AND ROGER LOWE
d/b/a ROGER LOWE ASSOCIATES

THIS AGREEMENT, entered into in triplicate this
6th day of February, 1976, by and between the City
of Kirkland, Washington, hereinafter referred to as the
"City" and Roger Lowe, d/b/a Roger Lowe Associates,

WITNESSETH:

WHEREAS, the City of Kirkland deems it to be in the
best interests of the City, its residents and property
owners to hire skilled consultants to assist the City and
its Department of Community Development in the preparation
of a 701 grant study on environmentally sensitive/natural
constraint areas and the possible redefining of the boundaries
of the "hazardous slope map" as a result of said study, and

WHEREAS, Roger Lowe, d/b/a Roger Lowe Associates,
possesses the requisite scientific and professional skills
in soils, geology, earthquake and environmental engineering,
and is willing to serve as the City's consultant,

NOW, THEREFORE, the parties hereto mutually agree
as follows:

1. SCOPE OF SERVICES: The contractor and/or his
designated subcontractor shall perform all of the necessary
services provided in the attached Scope of Services, which

by this reference is incorporated herein and shall do, perform and carry out those services in a satisfactory and proper manner under this contract.

2. DATA TO BE FURNISHED TO THE CONTRACTOR: The City shall provide the contractor to all information, data, reports, records and maps as are existing and available to the City and necessary for the performance of the services described in this agreement and indicated in the Scope of Services.

3. REPORTS, DOCUMENTS AND SUPPORTING SUMMARY DATA TO BE DELIVERED TO THE CITY: Upon completion of the study the contractor shall prepare a final report, including supporting summary data, maps, drawings, test results and profiles and designs shall be delivered to and become the property of the City of Kirkland. Copies of such, together with all preliminary working data, including preliminary maps, designs and notes developed or produced by the contractor, may be retained by the contractor.

4. TIME OF PERFORMANCE: The services of the contractor are to commence on February 3, 1976 and shall be completed by not later than March 31, 1976 with a preliminary report made to the City by March 19, 1976.

5. COMPENSATION FOR THE SERVICES SET FORTH IN THIS CONTRACT: The City shall pay to the contractor the sum of Four Thousand Two Hundred Fifty Dollars (\$4,250.00), including

any sales tax obligation, if any, which may become payable during the life of this contract. Progress payments for services shall be made monthly upon presentation of the contractor's statement. Payment due the contractor under this agreement shall bear interest at the rate of ten percent (10%) per annum commencing sixty days after the date of presentation of the final report, or presentation of the contractor's final statement, whichever shall last occur.

6. TERMINATION OR SUSPENSION: This agreement may be terminated by either party upon seven 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 or in the event the study is suspended for any reason whatsoever for more than one month or abandoned in whole or in part, the contractor shall be paid compensation for services performed to date of termination, suspension or abandonment, in proportion to the total services contracted for.

7. ADDITIONAL SERVICES: It is not contemplated that the City will request any additional services outside the scope of this agreement, however, in the event such additional services may be requested, they shall be requested in writing and approved and authorized by the City Council. Compensation for such additional services, if requested

and so authorized will be made in accordance with the compensation schedule adopted at the time of such council authorization.

8. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this contract, the consultant agrees as follows:

The consultant will not discriminate against any employee, applicant for employment because of race, creed, color or national origin. The consultant will take affirmative action to insure that applicants are employed and that the employees are treated during employment, without regard to their race, creed, color or national origin. 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.

The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding,

a notice advising the said labor union or worker's representative of the consultant's commitments under this section.

9. NONCOLLUSION: The consultant affirms that the offer submitted to the City of Kirkland is a genuine and not a sham or collusive offer or made in interest or on behalf of any person not therein named and he further states that he is not directly or indirectly induced or solicited any bidder or offerer on the above work or supplies to put in a sham offer or any other person or corporation to refrain from making such offer or bid and that he has not in any manner sought by collusion to secure to himself an advantage over other offerors or bidders.

10. INSURANCE: General liability and professional liability insurance:

The consultant shall, before commencing work, file with the City of Kirkland a certificate or certificates of insurance on forms approved by the City, showing general liability insurance coverage in force prior to or at the start of construction and including the City of Kirkland as an additional named insured. The limits of such general liability insurance should be equal to the general liability limits carried by the City of Kirkland under its own insurance

program, but in any event, shall be not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limits.

The contractor shall also provide the City with a certificate of insurance showing insurance coverage as to professional liability or errors and omissions to be in force prior to or at the start of the contractual services and with limits of not less than Fifty Thousand Dollars (\$50,000).

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

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

IN WITNESS WHEREOF, the City and the contractor have executed this agreement as of the date first written above.

CITY OF KIRKLAND

by

Robert R. Kline
Roger A. Lowe
Roger Lowe, d/b/a Roger Lowe Associates

by

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EXHIBIT A
SCOPE OF SERVICES

1. Roger Lowe, d/b/a Roger Lowe Associates, together with the City of Kirkland, have formulated the following break down of the major elements and has identified who will be responsible for undertaking each element within this scope of services:

2. The City of Kirkland will assist the consultant in the following ways:

- A. Monitor the progress of the on-site testing.
- B. Undertake the appropriate drafting.
- C. Undertake typing of the report.
- D. The City of Kirkland will contract under a separate contract for a drilling rig or backhoe, however, the consultant will aid the City in its selection of an appropriate individual or corporation to undertake the drilling or backhoe operations.
- E. The City of Kirkland will undertake the printing of the report for distribution.
- F. Provide for access to all exploration sites.

3. Within the compensation limitations by this contract and the time generally allocated for this work (reference letter to City of Kirkland from Roger Lowe, January 20, 1976), the contractor shall assist the City by providing evaluations of subsurface conditions and recommending land use guidelines for dealing with potential developments in natural constraint areas or for identifying appropriate detailed studies to be undertaken prior to development in such a natural constraint area.

4. Duties of Consultant:

A. Identification of General Areas of Concern:

(1) The consultant shall be aware of the purposes of this 701 study program as well as data collected by the City of Kirkland.

(2) The consultant shall review the City of Kirkland's interpretation of the existing Department of Natural Resources and Soil Conservation Service mappings for the City of Kirkland, and shall render his professional opinion regarding:

(a) Usefulness of the mapping for general planning purposes and possible limitations of the data;

(b) Usefulness of the mapping to a consultant performing site specific investigations.

(3) After a review of the existing data base which the City will provide the consultant, the consultants will recommend to the City of Kirkland what further soils or geologic investigations may be required to meet the objectives of this study.

(4) The consultant shall, in writing, identify from available mapping (SCS, DNR) and his professional expertise visual or generally identifiable constraining factors related to development in natural constraint areas.

NOTE: These general "rules of thumb" will be primarily for the use of the staff planner to allow him to make a preliminary visual inspection of a subject property to better determine whether a soils report or further soils investigation is necessary. (i.e. from limitations stated on available mappings, known slides, seeps, creep, etc., and why these indicators may be indicative of development constraints.)

B. Identification of areas for Site Specific

Data Collection:

(1) The consultant shall identify and supply any additional data if available or identify where the particular data can be located and what additional data the City of Kirkland should obtain. It shall then be the responsibility of the City of Kirkland to then collect this data.

(2) The consultant shall identify those activities and means of accomplishing those activities (mapping, drafting, etc.) which could be undertaken by the City of Kirkland and reviewed for accuracy by the consultant.

NOTE: This may include cross sections for the preparation of geologic profiles.

(3) After review of existing data and preliminary identification of priority "data sampling areas" ("data sampling areas" shall hereafter mean those physical locations where additional backhoe or boring explorations will be made) the consultant and the City of Kirkland shall together determine in each case the type of exploration, number of boring and backhoe sites, their depth, and location of sites for additional data collection. In this process, there may need to be some visual field exploration, and the consultant will review the City of Kirkland's priority "data sampling areas" and generalized boring site locations, and will recommend modifications where necessary.

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C. Data Gathering/Boring or Backhoe:

(1) The consultant shall provide a technician at the site of the drilling rig during operating hours and said technician shall provide the City with standard boring logs of the sub surface materials based on the procedures of ASTM D-1452, method, and Unified Soil Classification System, and will be required to properly label and care for any samples.

(2) The technician at the drilling site will be given the authorization to shorten or extend the exploratory hole as on-site conditions merit, but not to exceed limits established by the City of Kirkland.

D. Analysis of Boring Logs and Other Data from "Data Sampling Areas":

(1) The first step in the analysis of the boring logs and samples shall be the comparison of the site specific data to the generalized information for the "data sampling area" with the identification of those similarities and differences between the collected data, (both from data base and drilling rigs) and the generalized conditions.

NOTE: This shall include, in writing, "Rules of Thumb" of this cross correlation.

(2) Analysis shall include evaluation of development constraints including slope, geologic units, ground water and soil conditions and construction practices; their impacts on potential development in the designated area. Ways of mitigation of these identified development constraints shall be included.

(3) The consultant shall prepare, in writing, a preliminary and a final report to the City of Kirkland regarding his findings, conclusions of the above listed conditions, and his recommendations for development, densities in designated "data sampling areas" along with any general site planning recommendations for mitigation of any identified development constraints.

(4) A final report from the consultant shall include all that data analysis herein required and a general discussion of relevant soil sampling methods with a listing of what factor should be discussed in a soils report, where on-site exploration should be made, and minimum items which should be included in a soils report, and how to review this report. (i.e. what to look for, what questions to ask and how to determine its adequacy.)

E. Input into Planning Program/Modification of Ordinance:

(1) Consultant will aid the City of Kirkland in establishing criteria for redefining the boundaries of the City of Kirkland "Hazardous Slope Map".