

RESOLUTION NO. R- 2346

A RESOLUTION OF THE CITY COUNCIL OR THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO NEGOTIATIONS WITH THE DRILLING CONTRACTOR AND AUTHORIZING AND DIRECTING THE MAYOR TO SIGN ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the City of Kirkland deems it to be in the best interests of the City, its residents, and the 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 possible redefining of the boundaries of the "hazardous slope map" as a result of the said study, and

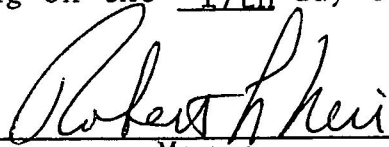
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The City manager of the City of Kirkland is hereby authorized to negotiate a contract with a drilling contractor which possesses the requisite equipment and professional skills in subsurface soil and geologic exploration and sampling and is willing to perform such work for the City in this capacity.

Section 2. The Agreement for contractual services to be furnished to the City of Kirkland by said drilling contractor shall be substantially the same as set forth in Exhibit A to this resolution.

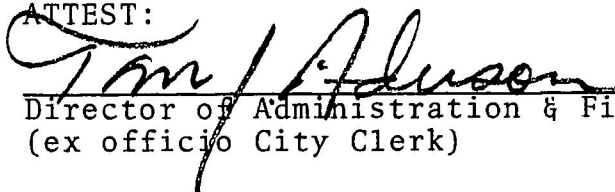
Section 3. The Mayor of the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland, said Agreement, or in the alternative, an Agreement which substantially conforms hereto.

ADOPTED in regular meeting on the 17th day of
February, 1976.



Mayor

ATTEST:



Director of Administration & Finance
(ex officio City Clerk)

Pacific Testing Laboratories, Inc.
March 1, 1976
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The Mayor of Kirkland is authorized to sign on behalf of the City March 1, 1976, this amendment, with the understanding that no other sections of the agreement between the City of Kirkland and Pacific Testing Laboratories will be modified.

Pacific Testing Laboratories, Inc.
3220 17th Avenue W.
Seattle, WA 98149
DEPARTMENT OF COMMUNITY DEVELOPMENT
Attention: Dr. George R. Knight

Dear Dr. Knight:
Gerald E. ...

This is a letter amending City of Kirkland Resolution No. R-2346 authorizing the City Manager to enter into further negotiations with a drilling contractor and directing the Mayor to sign on behalf of the City of Kirkland. Whereas, this letter would amend the agreement signed February 19, 1976 between the City of Kirkland and Pacific Testing Laboratories, Inc., specifically Page 3, Section 5, Compensation for Services set forth in this Contract, and the Scope of Services, Page 1, Section 3. Whereas, the City of Kirkland deems it to be in the best interest of the City, and its residents, to amend this contract; the first sentence of Section 5 to read as follows:

"The City shall pay to the contractor in accordance with the unit cost set forth in the Scope of Services, provided however, that the total amount to be paid by the City to the contractor shall not exceed \$2800, including any sales tax obligation, if any, which may become payable during the life of this contract."

And, pursuant to Section 3 of the Scope of Services, "Any drilling done beyond the total of the original contract (\$2350) shall be logged by an engineering geologist from Pacific Testing Laboratories, Inc."

Therefore, this amendment to Resolution No. 2346, will include existing 701 grant monies, which will not be used for the originally identified purpose of backhoes, and is therefore being put into service of additional drilling in specified areas of the City.

Pacific Testing Laboratories, Inc.
March 1, 1976
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The Mayor of Kirkland is authorized to sign on behalf of the City of Kirkland in this amendment, with the understanding that no other sections of the agreement between the City of Kirkland and Pacific Testing Laboratories will be modified.

Very truly yours,

CITY OF KIRKLAND
DEPARTMENT OF COMMUNITY DEVELOPMENT

Gerald F. Link
Director

bk

s/ R. E. Bankson
Mayor Pro Tem

3-1-76
Date

AGREEMENT

BETWEEN THE CITY OF KIRKLAND, WASHINGTON AND ~~PACIFIC TESTING~~
LABORATORIES.

This agreement entered into in triplicate this ~~19th~~
day of ~~February~~, 1976, by and between the City of Kirkland,
Washington hereinafter referred to as the "City" and ~~PACIFIC~~
TESTING LABORATORIES, hereinafter referred to as
"Contractor"

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 environmental sensitive/natural constraint areas, and
possible redefining of the boundaries of the "hazardous slope
map", as a result of said study, and

WHEREAS, PACIFIC TESTING LABORATORIES possesses the
requisite equipment and professional skills in subsurfacing
soil and geologic exploration and sampling and is willing to
serve the City in this capacity,

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: City shall provide the contractor with 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, including but not by way of limitation, such information or data as may be specifically itemized within the Scope of Services.

3. REPORTS, DOCUMENTS AND SUPPORTING SUMMARY DATA TO BE DELIVERED TO THE CITY: Upon completion of the work, the contractor shall prepare a final report, including supporting summary data, maps, drawings, test results and profiles, all of which shall be delivered to and become the property of the City of Kirkland. Copies of such, together with all preliminary working data, including any 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 20,~~ 1976 and shall be completed not later than ~~March 5,~~ 1976.

5. COMPENSATION FOR SERVICES SET FORTH IN THIS CONTRACT:

The City shall pay to the contractor in accordance with the unit costs set forth in the Scope of Services, provided however, that the total amount to be paid by the City to contractor shall not exceed \$2,350, 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 (1) months 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 contractor agrees as follows:

The contractor will not discriminate against any employee, applicant for employment because of race, creed, color or national origin. The contractor 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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

The contractor 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 contractor's commitments under this section.

9. NONCOLLUSION: The contractor 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 has not directly or indirectly induced or solicited any bidder or offeror 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 contractor 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 one million dollars (\$1,000,000) 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 one million dollars (\$1,000,000).

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 H. Weir
George R. Knight PTL

by

Contractor

EXHIBIT A

SCOPE OF SERVICES

1. Contractor, together with the City have formulated the following break down of major elements and have identified who will be responsible for undertaking each element within this Scope of Services:

2. The City will assist the drilling contractor and provide the following:

- A. Where work is to be done on private property, the City will obtain proper trespass authorization from property owners where needed.
- B. Where necessary, clear the area of drilling in preparation for a drilling rig.
- C. Stake, flag or mark each boring site in the field.
- D. Provide the drilling contractor with a map of all preliminary boring sites and number these sites in order of progression.
- E. Provide safety and traffic barriers and cones as needed.
- F. Locate the elevation of individual boring holes as needed.
- G. Determine prior to flagging of a drilling site, that there are no underground utilities which would be endangered by the drilling and sampling.

3. The City has heretofore entered into an agreement for consultant services with Roger Lowe Associates. That consultant will 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 subsurface materials based on the procedures of the A.S.T.M.-1452 method and

unified soil classification system and the technician will be required to properly label and care for any samples. The technician at the drilling site will be given the authorization to shorten or extend the exploratory hole as on-site conditions may merit, but not to exceed limits previously established by the City.

4. The consultant or his on-site technician will specify the method of exploration, equipment needed, sample spacing, and depth of specific hole as indicated above.

5. The drilling contractor will undertake such site specific subsurface exploration as agreed upon in this contract in accordance with the Scope of Services herein and as directed pursuant hereto by the consultant or his technician.

6. The work to be performed by the drilling contractor is contingent upon strikes, fires, accidents, wars, floods, or other causes beyond the control of the contractor. The contractor agrees to pursue the work with diligence.

7. Notwithstanding the fact that some of the work to be done by the drilling contractor will be done on private property, permission to enter onto said property and to perform such work will theretofore have been obtained from the private property owner by the City of Kirkland. As to all such work performed by the contractor on private property, the contractor hereby waives and agrees not to assert any right or claimed right to lien such private property.

8. The cost of service and work performed under this contract will be computed and billed by contractor to the City on the following unit price basis, subject nevertheless to the overall limitation on contract price set forth in paragraph 5 of the contract to which this Scope of Services annexed:

Sub-soil investigation by test boring:

1. Mobilization and demobilization of men and equipment: \$80.00
2. (a) Test drill without geologist using 3 3/8 Hollow Stem Auger \$5.50 lin. ft.
(b) (If total footage more than 270) Test drill with geologist using 3 3/8 Hollow Stem Auger \$5.00 lin.ft.
\$7.00 lin.ft.
3. Penetration test conforming to soils engineers requirements:
 - (a) Above 50 feet \$4.00 each
 - (b) Below 50 feet \$7.00 each
 - (c) 3" Shelves \$14.00 each
4. Standby rate, used for moves exceeding one hour or owner directed drilling interruption \$40.00 hr.
5. Hole locations, site preparations and access rights to be provided by City of Kirkland.