

RESOLUTION NO. R-2364

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY A CONTRACT WITH THE STATE HIGHWAY DEPARTMENT TO DEVELOP AND CONSTRUCT A WALKWAY ALONG STATE HIGHWAY SR 908 FROM ITS INTERSECTION OF STATE HIGHWAY SR 520 TO THE VICINITY OF 2ND AVENUE SOUTH, KIRKLAND, AND TO BE REIMBURSED THEREBY BY THE STATE HIGHWAY DEPARTMENT.

WHEREAS, the comprehensive trail plan for King County and the City of Kirkland calls for the development of a walkway along State Highway SR 908 from its intersection of State Highway SR 520 to the vicinity of 2nd Avenue South in Kirkland; and

WHEREAS, the development of the walkway will promote the segregation of vehicular, pedestrian and bicycle traffic as contemplated by RCW 47.30.020; and

WHEREAS, it is considered to be in the best public interest for the City of Kirkland to construct the planned improvement of the walkway within the city limits and the State of Washington, acting through the State Highway Department, agrees to reimburse the City for a portion of the costs of the development and construction of the walkway;

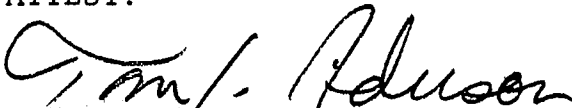
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1: The mayor is authorized and directed to sign on behalf of the City of Kirkland an agreement between the City and the State of Washington acting through the State Highway Commission and the Director of Highways for construction by the City of a walkway along State Highway SR 908 from its intersection of State Highway SR 520 to the vicinity of 2nd Avenue South, Kirkland, and reimbursement of the costs thereof to the extent of not to exceed \$16,141.96 by the State. A copy of said agreement is attached to the original of this Resolution and by this reference incorporated herein.

PASSED by majority vote of the Kirkland City Council in regular meeting on the 19th day of April, 1976.

  
 \_\_\_\_\_  
 Mayor pro tem

ATTEST:

  
 \_\_\_\_\_  
 Director of Administration & Finance  
 (ex officio City Clerk)

GC 4029  
HWY \_\_\_\_\_

A G R E E M E N T

Control Section \_\_\_\_\_

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_, between the STATE OF WASHINGTON, acting through the Washington State Highway Commission and the Director of Highways, hereinafter called the "STATE", and the CITY OF KIRKLAND, King County, Washington, a municipal corporation hereinafter called the "CITY";

WHEREAS, the comprehensive trail plan for King County and the City of Kirkland calls for the development of a walkway along state highway SR 908 from its intersection of state highway SR 520 to the vicinity of 2nd Avenue South in Kirkland; and

WHEREAS, the development of the walkway will promote the segregation of vehicular, pedestrian and bicycle traffic as contemplated by RCW 47.30.020; and

WHEREAS, it is considered to be in the best public interest for the CITY to construct the planned improvement of the walkway within the city limits and the STATE agrees to reimburse the CITY for a portion of the costs of the development in construction of the walkway as set forth herein;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein,

IT IS MUTUALLY AGREED AS FOLLOWS:

I

GENERAL

The City shall furnish all labor, materials, equipment and tools

required for and do all work in designing and constructing the walkway and landscaping project in accordance with and as described in the specifications marked Exhibit "A" and the plans marked Exhibit "D" attached hereto and by this reference made a part of this agreement.

## II

### PAYMENT

The STATE agrees to reimburse the CITY for its actual direct and indirect costs incurred in performing the work to be performed by the CITY as set forth in Exhibit "A". An itemized estimate of the cost of such work is attached as Exhibit "B" and incorporated by this reference. The total amount payable to the CITY by the STATE under this agreement shall not exceed \$16,141.96 without written amendment of this agreement agreed to by both parties.

The CITY shall determine its direct and related indirect costs in accordance with the work order accounting procedure prescribed by the Division of Municipal Corporations of the State Auditor's Office.

Partial payment shall be made upon request of the CITY to cover costs incurred but such requests shall not be submitted more often than one per month. It is agreed that the payment of any partial claim by the STATE will not constitute agreement to be bound by such payment or such item and that at the time of final billing by the CITY all required adjustments shall be made and reflected in such final billing. In the event that such final adjustment constitutes an overpayment to the CITY, the CITY agrees to refund such overpayment to the STATE.

During the progress of the construction and for a period of not less than three (3) years following the date of final payment to the

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CITY of any funds due under this agreement, all records and accounts pertaining to the construction of the project and accounting therefor are to be kept available for inspection and audit by representatives of the State Department of Highways.

### III

#### AUTHORITY TO BEGIN WORK

The CITY agrees not to commence work until receipt of notice to begin work in writing by the STATE, and that reimbursement will be limited to those costs incurred subsequent to the date of such notification.

### IV

#### LEGAL RELATIONS

The CITY does hereby release and agree to save and hold the STATE harmless from any and all causes of actions, suits at law or equity or claim or demands, or from any liability of any nature growing out of the performance of this agreement on the part of the CITY, its officers, employees, contractors and subcontractors.

No liability shall attach to the STATE by reason of entering into this agreement except as expressly provided herein.

### V

#### EXTRA WORK

In the event unforeseen conditions require an increase in the work of 25% or more which is to be accomplished in connection with the construction herein proposed, this agreement will be modified by a written amendment covering the increase of work.

In the event it is determined that any change from the statement of work contained in this agreement is required, approval must be

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secured from the STATE prior to beginning of such work. Where the change is substantial written approval must be secured.

Reimbursement for increased work and/or a substantial change in the statement of work shall be limited to costs covered by a modification of the agreement or a written change, or extra work order approved by the STATE.

## VI

### WORK BY CONTRACT

It is acknowledged that the CITY is not adequately staffed or equipped to perform all the work required hereby, and that part of the same shall be done by a contract let by the CITY. The CITY agrees that it shall not advertise or solicit bids for contract work until authorized to do so in writing by the STATE.

The CITY has in the past and is presently in the process of obtaining a continuing contract between the CITY and a successful bidding contractor. A copy of this pending contract will be furnished to the STATE prior to the STATE authorizing the CITY to commence work. The pending contract will provide the terms under which work of the nature required by this Agreement is regularly done for the CITY, and it is agreed that the construction contained herein may be accomplished pursuant to the terms of said contract.

If the CITY enters into a contract with a contractor to perform the work provided herein to be performed by the CITY, the CITY for itself, its assigns and its successors in interest, agrees that it will not discriminate on the basis of race, color, or national origin in its choice of contractors and will include all of the non-discrimination provisions set forth in Exhibit "C", attached hereto

and made a part hereof, in any such contract or agreement.

VII

MAINTENANCE

The CITY agrees to assume the responsibility for the continuous ownership and maintenance of the completed facility.

IN WITNESSETH WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF KIRKLAND

Approved as to form:

By: *B. E. Banker*

March 30, 1976

\_\_\_\_\_

*Jack A. Borland*  
Assistant Attorney General

STATE OF WASHINGTON  
WASHINGTON STATE HIGHWAY COMMISSION

By: \_\_\_\_\_  
Assistant Director for Planning,  
Research, and State Aid

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EXHIBIT "A"

SPECIFICATIONS AND SPECIFIC CONSIDERATIONS

WORK TO BE PERFORMED BY THE CITY

The City, at its expense, shall design the project to include the desired City and State work.

Prior to advertising the project, the City shall provide the State with plans, specifications and estimate of cost of the proposed work for the State's review and written concurrence.

The State is obligated for costs of the asphalt concrete sidewalk construction, including construction engineering.

The State is obligated for and shall furnish the City a Lump Sum of \$3,085.00 to purchase trees and plants to landscape the SR-908 and Lakeview Drive traffic island. The City is obligated for the installation cost of the landscape material and the construction engineering related to the landscaping.

EXCEPTION

It is mutually agreed that the State will not participate in any costs for widening the sidewalk in front of the property occupied by the Yarrow Bay Tennis and Sailing Club apartment complex, approximate station 710+00 to 719+37.

INSPECTION AND ACCEPTANCE

The State, at its expense, may furnish an inspector to insure proper coordination and compliance with the State's requirements during construction of the work.

Final acceptance of the work shall be by payment of the final and complete itemized billing certifying that the work has been done and upon recommendation of the District Engineer, Department of Highways, Seattle, Washington.

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EXHIBIT "B"  
ESTIMATE OF COST

Item A - Walkway at Lakeway

<u>Item</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
Hand-placed Asphaltic Concrete	\$37.40	280 Tons	\$10,472.00
Herbicide	0.08	2,235 S.Y.	178.80
Crushed Rock Base	5.75	40 C.Y.	<u>230.00</u>
			Subtotal
			\$10,880.80
			5% Sales Tax
			544.04
			15% Engineering
			<u>1,632.12</u>
			Item A - Total Estimated Cost to State
			<u>\$13,056.96</u>

Item B - Landscaping Materials

<u>Item</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Amount</u>
Liquid Amber 2½ Gal.	\$30.00	3 each	\$ 90.00
Japanese Black Pine 8'-10'	15.00	2 each	30.00
Boston Ivy Ground Cover	0.16	4,300 each	688.00
Oregon Grape	1.00	500 each	500.00
Topsoil	5.50	280 C.Y.	1,540.00
Load Block	90.00	1	<u>90.00</u>
			Subtotal
			\$2,938.00
			5% Sales Tax
			<u>\$ 146.90</u>
			Item B - Lump Sum Cost to State
			<u>\$3,085.80</u>

RECAP

Item A - Walkway - Estimated Cost to State	\$13,056.96
Item B - Landscape Materials - Lump Sum Cost to State	<u>\$ 3,085.00</u>
<b>TOTAL ESTIMATED COST TO STATE</b>	<b>\$16,141.96</b>

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# EXHIBIT "C"

## APPENDIX "A"

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The contractor will comply with the Regulations of the Department of Commerce relative to non-discrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and

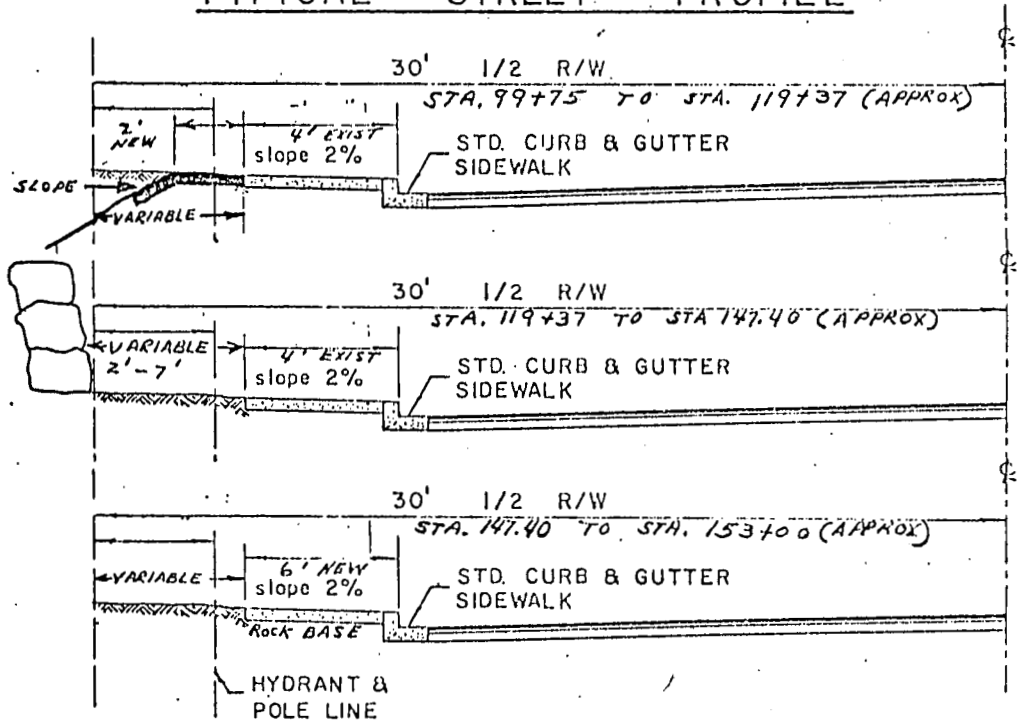
its facilities as may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

# EXHIBIT "C"

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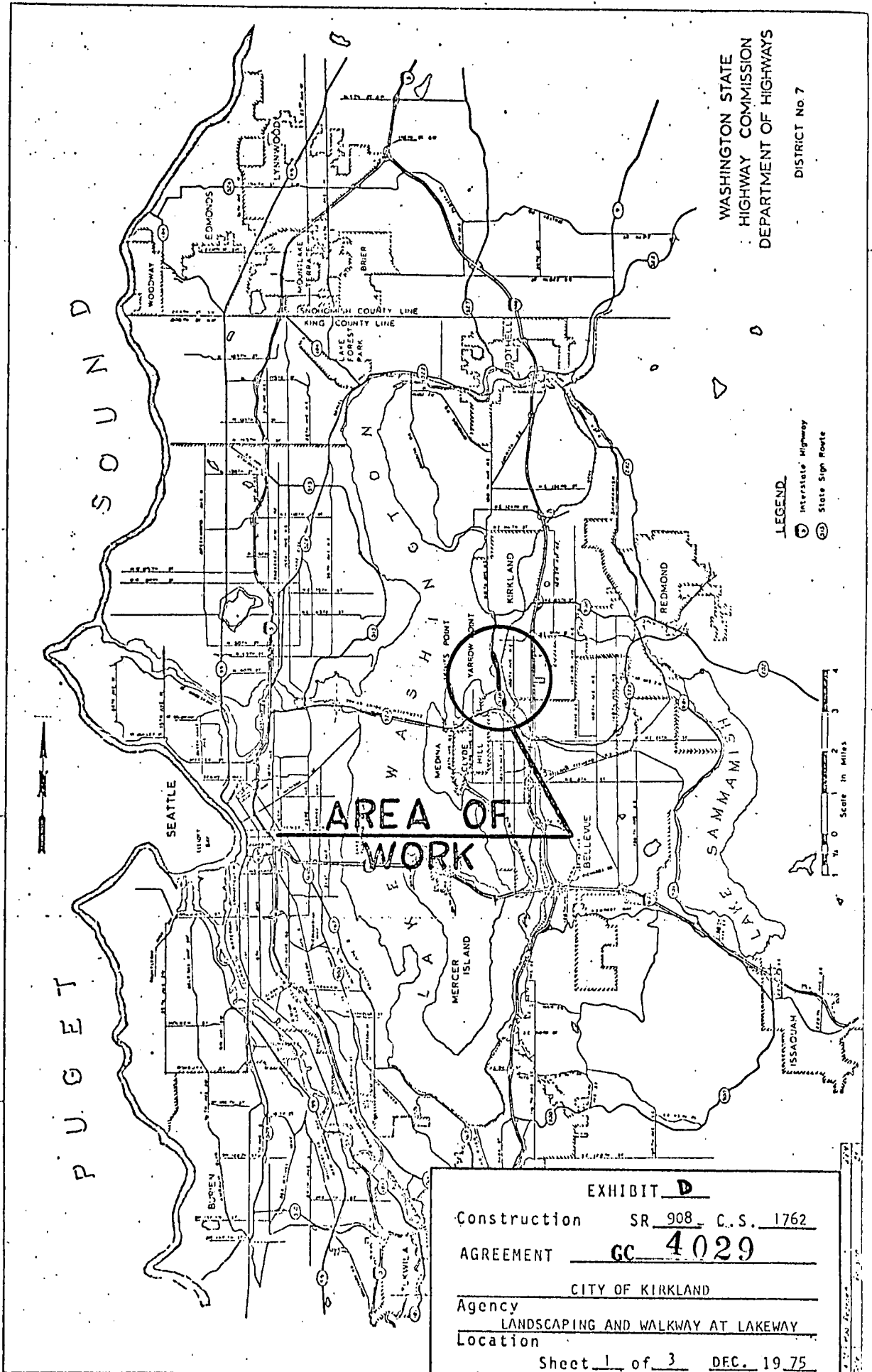
# TYPICAL STREET PROFILE



## ALTERNATE SIDEWALK SECTION

### CITY OF KIRKLAND ARTERIAL STREET SECTION

EXHIBIT <u>D</u>	
Construction	SR <u>908</u> C.S. <u>1762</u>
AGREEMENT	<u>CC 4029</u>
CITY OF KIRKLAND	
Agency	<u>LANDSCAPING AND WALKWAY AT LAKEWAY</u>
Location	<u>Sheet 3 of 3 DEC. 19.75</u>



WASHINGTON STATE  
HIGHWAY COMMISSION  
DEPARTMENT OF HIGHWAYS

DISTRICT No 7

LEGEND  
 Interstate Highway  
 State Sign Route

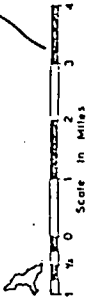
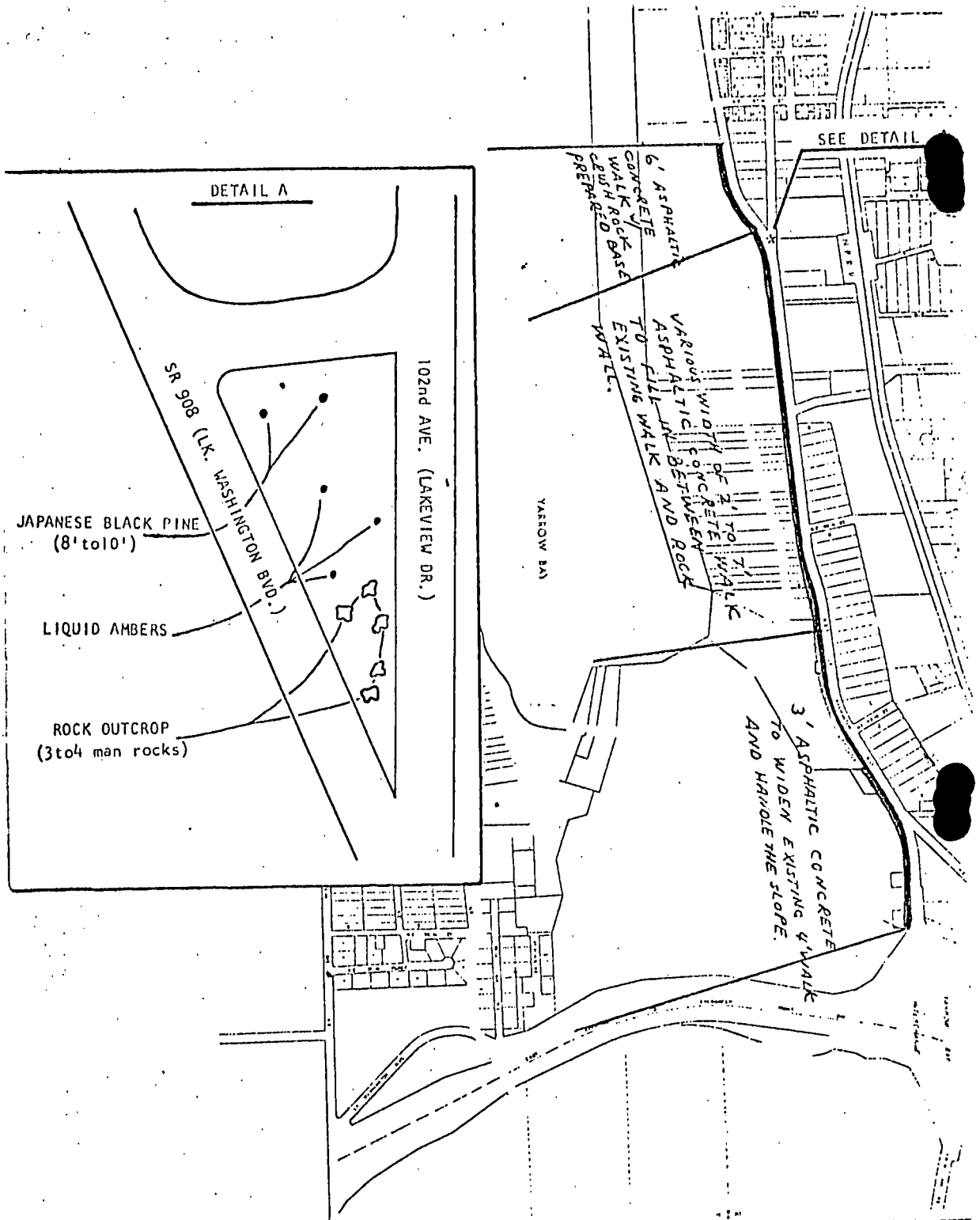


EXHIBIT D  
 Construction SR 908 C.S. 1762  
 AGREEMENT GC 4029  
 Agency CITY OF KIRKLAND  
 Location LANDSCAPING AND WALKWAY AT LAKEWAY  
 Sheet 1 of 3 DEC. 1975

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# CITY OF KIRKLAND

— To be Constructed by City  
 — Exception

EXHIBIT <u>D</u>	
Construction	SR <u>908</u> C.S. <u>1762</u>
AGREEMENT	<u>GC 4029</u>
CITY OF KIRKLAND	
Agency	<u>LANDSCAPING AND WALKWAY AT LAKEWAY</u>
Location	<u>Sheet 2 of 3 DEC. 1975</u>