

RESOLUTION NO. R 2373

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY AN AGREEMENT FOR THE PROVISION OF ENGINEERING SERVICES BY HART, WILLIAMS & ROTH, INCORPORATED, FOR THE ARTERIAL STREET IMPROVEMENT PROJECT ON KIRKLAND AVENUE AND KIRKLAND WAY.

WHEREAS, the City desires to construct arterial street improvements on Kirkland Avenue and Kirkland Way within the City of Kirkland, and

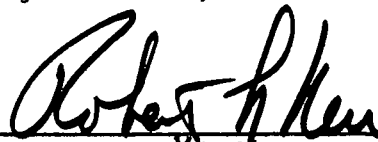
WHEREAS, the City will require engineering services for the design and construction of the improvements and for other engineering services as requested by the City, and

WHEREAS, Hart, Williams & Roth, Inc., a Washington corporation of professional engineers, is qualified to provide such engineering services,

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

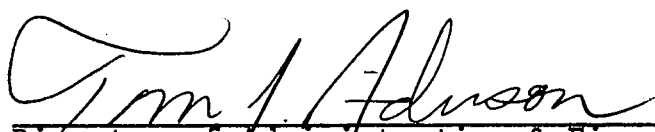
Section 1. The City Manager is authorized to enter into an agreement with Hart, Williams & Roth, Inc. professional engineers, for the furnishing of engineering services to the City in connection with the arterial street improvement construction project on Kirkland Avenue and Kirkland Way. Such agreement to be substantially in the form attached to the original of this Resolution.

ADOPTED by majority vote of the Kirkland City Council in regular meeting on the 7th day of June, 1976.



Mayor

Attest:



Director of Administration & Finance
(ex officio City Clerk)

AGREEMENT FOR ENGINEERING SERVICES

CITY OF KIRKLAND

KING COUNTY, WASHINGTON

THIS AGREEMENT is made and entered into this 26 day of May, 1976, by and between the CITY OF KIRKLAND, King County, Washington, a municipal corporation, herein referred to as the CITY, and HART, WILLIAMS & ROTH, Inc., a Washington corporation, of Kirkland, Washington, herein referred to as the ENGINEER.

W I T N E S S E T H:

WHEREAS, the City desires to construct arterial street improvements on Kirkland Avenue and Kirkland Way, and

WHEREAS, the City will require engineering services for the design and construction of the improvements and for other engineering services as requested by the City.

NOW THEREFORE, IT IS AGREED that the terms and conditions under which this agreement will be effective are as follows:

1. The City hereby employs the Engineer to perform engineering work necessary for the design and construction of the project, and such other services as authorized by the City officials.
2. The Engineer accepts such employment and agrees to perform all of the engineering services necessary to complete the construction contemplated in the authorization of the City, as well as other services, and agrees to perform such services to the best of his ability in a good and professional manner and in accordance with the standards of the State of Washington Urban Arterial Board.
3. The services to be performed by the Engineer in the preliminary phase include:
 - (a) Preliminary investigations and layout drawings showing alternates.
 - (b) Preliminary cost estimates
 - (c) Preparation of forms and documents for the Urban Arterial Board
 - (d) Attendance at meetings and hearings to discuss and explain designs and alternates
4. The services to be performed by the Engineer in the design phase include:
 - (a) The making of final designs
 - (b) Instrument and field surveys for design
 - (c) The preparation of drawings, specifications and contract documents for construction
 - (d) The preparation of estimates of quantities and costs.

- (e) The submission of construction plans and specifications for approval by the regulatory agencies.
- (f) Assistance in securing bids, analysis of bids, and awarding contracts.
- (g) Assist the City in securing permits and franchises for construction.
- (h) Checking shop and working drawings furnished by the contractors.
- (i) Preparation of change orders as required during the course of construction.
- (j) Provide the City with copies of the original plans which have been revised to conform with construction records.
- (k) Advise the City regarding acceptance of construction work.

5. Additional services to be performed by the Engineer are as follows:

- (a) Control surveys; easement surveys and property acquisition surveys; maps; and descriptions.
- (b) Construction staking, property and boundary surveys, and survey monument replacement.
- (c) Assistance in obtaining the services of specialists such as foundation consultants and appraisers.
- (d) Resident engineers and inspectors; preparation of progress payments and final payment for contractors.
- (e) Court preparation time and court appearances.

6. Payment to the Engineer for his services shall be as follows:

- (a) For services described in Paragraph 4, payment shall be according to the following schedule:

Contract Construction Cost	Amount of Fee
From \$50,000 tp \$100,000	10.5%
From \$100,000 to \$200,000	9%
From \$200,000 to \$300,000	8%

The fee shall be payable as follows:

Upon authorization to proceed with engineering:	25%
Upon 50% completion of plans and specifications:	50%
Upon completion of plans and specifications:	92%
Upon completion of each portion of the project and acceptance by the City;	Total Fee

- (b) For services described in Paragraphs 3 and 5, payment shall be salary cost times a factor of two for personnel directly working on the project plus direct expenses such as mileage, prints or special consultant services. Payment shall be made on monthly invoices.

7. Upon completion of each project, the Engineer shall furnish copies of construction plans which have been revised according to construction records. The City shall own one reproducible copy of each drawing. Reproducible drawings may be stored in the office of the Engineer but shall be delivered to the City upon request.

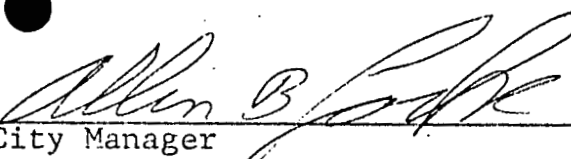
8. If any project covered by this agreement shall be suspended or abandoned by the City, the Engineer shall be paid for services performed to the date of abandonment. The amount shall include direct expenses and cost.

9. This contract may be terminated by either party upon 30 days written notice mailed to the other party at his usual place of business. In the event that this contract is terminated by the Engineer, the City will be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this contract, the City will pay the Engineer for the work performed an amount equal to payroll cost times a factor of two (2) plus direct expenses incurred on the work.


10. This agreement is binding upon the parties hereto, their heirs, successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF KIRKLAND



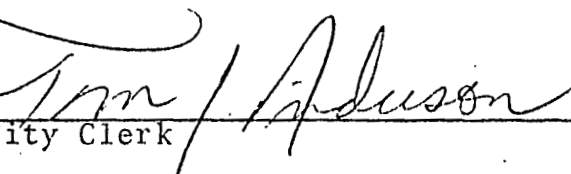
City Manager



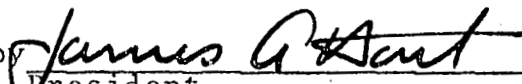
Mayor

ATTEST

HART, WILLIAMS & ROTH, inc.



City Clerk

by 

President

by 

Principal - in - Charge

R-2373