

RESOLUTION NO. R 2934

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND, DESIGNATING WILSEY & HAM, INC., AS ARCHITECTS FOR THE CITY OF KIRKLAND, PETER KIRK PARK RECONSTRUCTION PROJECT (IAC NO. 82-001D) AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY, AN ARCHITECTURAL SERVICES CONTRACT WITH WILSEY & HAM, INC.

Whereas, the City of Kirkland has received an inter-agency committee for outdoor recreation grant to assist in the repair and rehabilitation of Peter Kirk Park (IAC No. 82-001D); and:

Whereas, it is advisable that the City of Kirkland retain the services of qualified architects in connection with preliminary design, construction, drawings and specifications and other services normally provided by architects in projects of this nature; and

Whereas, pursuant to the architect selection process required by state law, the architectural firm of Wilsey & Ham, Inc., has been selected to provide such services, now, therefore,

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

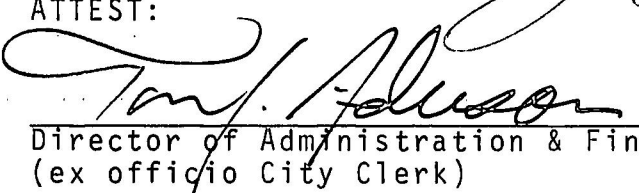
Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland, that certain consultant agreement for architectural services between the City of Kirkland as owner, and Wilsey & Ham, Inc., as architectural consultants, copy of which is attached to the original of this resolution and by this reference incorporated herein.

Passed by majority vote of the Kirkland City Council in regular, open meeting on the 19th day of July, 1982.

Signed in authentication thereof on the 19 day of July, 1982.


ACTING MAYOR PRO TEM

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of July, 1982, by and between the City of Kirkland, Washington, hereinafter called the "Owner", and Wilsey & Ham, Inc.

hereinafter called the "Consultant".

W I T N E S S E T H

WHEREAS, the Owner proposes to proceed with the design and construction of Peter Kirk Park

NOW THEREFORE, the Owner and the Consultant, for consideration hereinafter named, agree as follows:

1. The Consultant agrees to perform and furnish the following professional services for the above-mentioned project as hereinafter set forth in the Conditions of the Agreement:

2. The Owner agrees to pay the Consultant as compensation for such services hourly rates contained in Exhibit A attached hereto, for hours directly spent on this project. Any rates not listed shall be paid at the rate of 2.5 times direct personnel expense. These hourly rates include normal overhead expenses and other direct costs in connection with the project. Sub-consultants' charges shall be billed at a factor of 1.05 times the amount billed to the Consultant. The total of all amounts paid to the Consultant under this contract shall not exceed: \$32,000.00

The Consultant shall submit on a monthly basis copies of hourly labor time sheets, invoices, bills or other evidence to substantiate all charges.

ARTICLE I - THE OWNER'S RESPONSIBILITIES

- A. The Owner shall designate representative(s) authorized to act on his behalf. He shall examine documents submitted by the Consultant, render decisions and advise the Consultant promptly to avoid unreasonable delay in the progress of the Consultant's work. The Consultant shall communicate with the County only through the above representative(s).
- B. The Owner shall furnish the Consultant with a written program of requirements for the project.
- C. The Owner shall apply for any rezone, variance or conditional use permit required, and shall prepare required environmental statements.

Attachment 1

Scope of Work

- D. The Owner shall furnish the Consultant sample general requirement documents containing the contract requirements of the Owner.
- E. The Owner shall arrange and pay for the required advertisements for bids, shall distribute bid documents, conduct the bid opening and award a contract to the successful bidder.
- F. The Owner shall arrange and pay for the mutually required inspection and testing of the quality and placement of critical construction materials. The Owner shall follow the procedure of issuing orders to Contractors only through the Consultant except in case of emergency threatening injury to persons or property or when the Owner's policies, personnel, or property are involved, in which case the Owner will promptly notify the Consultant of the action taken.
- G. Engineers and field inspectors of the Owner will make routine on-site inspections. They shall consult with the Consultant on problems as they may arise and assist the Consultant in matters relative to coordinating the progress of the work.
- H. In addition to the above Owner's responsibilities, the Owner shall have the right to review and approve Design Consultants proposed by the Consultant to be engaged on this project as part of the Design Team.
- I. Owner will supply to consultant, topographical map of park site.
- J. Owner will be responsible for negotiation of inter-agency for outdoor recreation contract and IAC contract compliance.

ARTICLE II - BASIC SERVICES OF THE CONSULTANT

A. GENERAL

- 1. Cooperate with the Owner in the accomplishment of all items listed in Article I, The Owner's Responsibilities.
- 2. Perform all work promptly.
- 3. All original documents shall become the property of the Owner.

B. DESIGN DEVELOPMENT PHASE

- 1. Provide geotechnical engineering services according to Exhibit A attached hereto.
- 2. Prepare construction cost estimates based on comparable area of volume or other appropriate unit costs.
- 3. Present the approved design schematics to the owner's staff and revise as necessary to obtain the approval of the owner and if required, the IAC.
- 4. Prepare drawings and other documents to fix and describe the size and character of the project elements, based upon the approved Schematic

concept, in complete detail as to size, location, appearance and finish, designed to produce a complete and functional finished facility.

5. Keep the Owner informed of any adjustments to previous estimates of the probable construction cost.

C. CONSTRUCTION DOCUMENT PHASE

1. Prepare working drawings, general and special requirements and technical specifications calling for terms and conditions, materials, equipment and workmanship required to obtain all necessary construction permits and approvals, and to obtain accurate competitive bids for installation and construction of all work necessary to produce a complete and functional finished facility, with exception of purchase and installation of the actual equipment designated as provided by others.
2. Have an independent expert prepare, or prepare and have an independent expert review, a detailed estimate of probable construction cost based on current itemized unit prices for labor, materials and other construction costs.
3. Consultant shall become familiar with all regulations and codes applicable to the project and provide the necessary copies of drawings, specifications, and analyses to the City of Kirkland, Parks Department for filing or presenting the required documents to secure approval of governmental authorities having jurisdiction over the design of the project, and make changes as mutually agreed upon and required by the governmental authorities.
4. Coordinate with applicable utility districts and/or companies for service connections.
5. Present the above to the Owner's staff and revise as necessary for the approval of the owner.

D. BID PHASE

1. After approval of drawings and specifications and the final estimate of probable total project cost, and when authorized by the Owner to call for bids, the Consultant shall provide 30 copies of drawings and specifications for distribution and bidding purposes. After bids are received, the Consultant will provide seven additional copies of contract plans and specifications for construction purposes. In the event there is request for additional copies, Consultant shall be reimbursed for actual printing costs only.
2. Assist the Owner in obtaining proposals from contractors. Answer bidders' clarification questions during bid phase. Evaluate bidder-proposed substitutions. Furnish twenty (20) copies of a single-page bid tabulation form. Attend the bid opening. Investigate bidder(s) and recommend contract award.

E. CONSTRUCTION PHASE

1. Assume the duties of "the Architect" as depicted in the Contract Documents between the Owner and the Contractor.
2. Participate in a pre-construction conference, and at the conclusion of the meeting, write and distribute notes to all parties in attendance.
3. Make periodic observations of the site during all critical construction activities and at least weekly (while in construction) to become familiar with the progress and quality of the work in accordance with the Contract Documents and endeavor to guard the Owner against defects and deficiencies in material and in the workmanship of the contractor. Observation of the work will not be construed as general administration of the Construction Contract or supervision or superintendence of the work. Be prepared to assist the Owner by whatever means necessary to insure the orderly and prompt execution of the work. Notify the Owner of the status of construction observed, including any deficiencies. Consultant does not guarantee the performance of the Contractor.
4. Check and approve shop drawings, samples, schedules, "as-built" drawings and other submissions of the Contractor for conformance with the design concept of the project and for compliance with the information given in the Contract Documents.
5. Prepare and submit at least weekly (while in construction) a construction report, describing conditions and progress of construction, and any problems encountered or anticipated. Write and distribute notes of construction coordination meetings.
6. Evaluate and approve, with revisions as necessary, the contractor's periodic requests for payment. Request for payment shall be on forms approved by the City for payment which forms will then be submitted by the City to the IAC.
7. Assist the Owner in obtaining and evaluating change order proposals, and in negotiating amounts for change orders.
8. Assist the Owner in determining substantial and final completion. Make a joint final inspection of construction with the Owner.
9. Prepare upon completion of the project, from contractor's 'as built prints' a complete set of reproducible drawings and updated specifications, revised to conform to "as-built" construction and installation for retention by the Owner. "As-built" drawings to be returned to Owner within thirty (30) days from receipt of same from Contractor. All contract documents shall become the property of the Owner.
10. Upon completion of construction, obtain and deliver to the Owner all written guarantees, approved operating and maintenance manuals, and instructions required in the Contract Documents.

11. During the guarantee period of the construction contract, be the Owner's representative in securing correction of defects that become apparent and make a guarantee inspection of the project prior to the expiration of the guarantee period and report observed discrepancies.

ARTICLE III - EXTRA SERVICES OF THE CONSULTANT

It is the City of Kirkland's intention to complete this project through construction and final acceptance. In addition to work performed under this specific terms of this Agreement, the Consultant may be requested in writing to perform additional follow-on work, which was contemplated in awarding this Agreement, to complete this project. In such event, the parties hereto have the right to amend this Agreement to include such additional services. Nothing in this Agreement shall preclude such extra services. If such extra services are authorized, the terms of this Agreement shall apply. The Owner reserves the sole and exclusive right to employ other consultants to accomplish such extra services.

ARTICLE IV - MAXIMUM ALLOWABLE CONSTRUCTION COST

The Maximum Allowable Construction Cost is:

\$320,000.00

_____ and is defined as the total sum available for contract award purposes, not including State of Washington sales tax, professional fees, contingency fund or any charges incidental to the project.

ARTICLE V - CONSULTANT'S ESTIMATES OF COST

At any time prior to calling for bids, the Consultant shall notify the Owner, in writing, if for any reason he believes that the project will exceed the Maximum Allowable Construction Cost stated above. The Owner when so notified shall cooperate fully with the Consultant in reducing the scope of the project an amount sufficient to bring the project within the Maximum Allowable Construction Cost; or authorize by amendment hereto an increase in the Maximum Allowable Construction Cost to cover the estimated cost of the work. Neither situation will result in a fee increases.

In the event that the lowest bona fide bids received exceed the Maximum Allowable Construction Cost, the Consultant agrees to revise the drawings if so requested by the Owner in order to bring construction cost within the Maximum Allowable Construction Cost at no additional expense to the Owner. The Owner in this event agrees to cooperate with the Consultant and permit reasonable and necessary reductions in the scope of the project. In the event the Consultant is unable to bring the project within the Maximum Allowable Construction Cost, this contract shall be terminated.

ARTICLE VI - PAYMENTS TO THE CONSULTANT FOR BASIC SERVICES

Payments on account of the Consultant's basic services shall be made monthly in proportion to services performed, and shall not exceed the following percentages of the total contract price herein at the completion of each phase of work, with

the exception of Extra Services performed under Article III:

Design Development Phase	25%
Construction Documents Phase	65%
Receipts of Bids	70%
Construction Phase	95%
As-Built Drawings	100%

ARTICLE VII - PAYMENT TO THE CONSULTANT FOR EXTRA SERVICES

Extra services will be paid for only if compensation is agreed to in writing in advance. Extra services shall be negotiated on a lump sum fee.

ARTICLE VIII - TERMINATION OF AGREEMENT

A. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements or stipulations of the Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant shall, at the option of the Owner, become its property; and the Consultant shall be entitled to receive just and equitable compensation for any work completed on such documents and other materials, according to the value to the City of Kirkland for such work.

B. TERMINATION FOR CONVENIENCE OF OWNER

The Owner may terminate this agreement at any time by a notice in writing from the Owner to the Consultant. In that event, all finished or unfinished documents and other materials as described in Article VII above shall, at the option of the Owner, become its property. If the agreement is terminated by the Owner as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the consultant covered by this agreement. If this Agreement is terminated due to the fault of the Consultant, Article VIII-A hereof relative to the termination shall apply.

C. TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Agreement at any time by a thirty (30) day notice in writing from the Consultant to the Owner. In that event, all finished or unfinished documents and other materials as described in Article IX-A above shall, at the option of the Owner, become its property. If the Agreement is terminated by the Consultant as provided herein, the Consultant shall receive no further compensation over and above the value of his work to the Owner.

ARTICLE IX - SUCCESSORS AND ASSIGNS

Neither the Owner nor the Consultant shall assign, sublet, transfer mortgage,

pledge as collateral, or otherwise encumber any rights or interests accruing from this agreement without the written consent of the other.

ARTICLE X - NONDISCRIMINATION

Nondiscrimination in Employment: During the performance of this contract, the consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The consultant will take affirmative action to ensure that applicants are employed, and that 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 agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of the nondiscrimination clause.
2. The consultant 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, national origin or sex.

ARTICLE XI - HOLD HARMLESS

The Consultant agrees to protect and save the City of Kirkland, its elected and appointed officials and employees, harmless from and against all claims, demands and caused of action of any kind or character, including the cost of defense thereof, arising in favor of the Consultant's employees or third parties, arising out of the negligent acts or omissions of the Consultant, his agents or employees on this project, except when such fault or negligence is solely and entirely the fault of the City of Kirkland or its above-named officials and employees.

ARTICLE XII - PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY
INSURANCE

The Consultant shall obtain and maintain continuous public liability insurance and/or other insurance necessary to protect the public, with limits of liability not less than:

\$100,000.00	each person, personal injury
\$300,000.00	each occurrence personal injury
\$100,000.00	each occurrence property damage

Such insurance shall include the Owner as an additional insured and shall not be reduced or cancelled without thirty (30) days prior written notice to the Owner. The Consultant shall provide as part of this contract a Certificate of Insurance and, upon written request of the Owner, a duplicate of the policy as evidence of the insurance protection.

ARTICLE XIII - PROFESSIONAL LIABILITY INSURANCE

The Consultant shall maintain professional liability insurance (for errors and omissions), continuously throughout the life of this Contract, in the amount of:

One Million and No/100 Dollars (\$1,000,000.00)

Such insurance shall not be reduced or cancelled without thirty (30) days prior written notice to the City. The Consultant shall provide as part of this Contract a Certificate of Insurance and, upon written request of the City, a duplicate of the policy as evidence of the insurance protection shall be provided.

OWNER:

CONSULTANT:

City of Kirkland, Washington

BY:

Allen B. [Signature]

BY:

John R. [Signature]
Date: July 19, 1982

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PETER KIRK PARK RENOVATION

SCOPE OF WORK

Site Preparation

Utilities

General Site Drainage not including Drainage of Soccer Field

Irrigation of ballfield areas

Roads, Paths, Parking

Ball Diamond Fencing

Lighting

Restroom

Picnic Area (5)

Children's Play Area

Tennis Court

Basketball Court

Grandstand/Field Reposition

Architect/Engineering

Phase II of construction and renovation of Peter Kirk Park is estimated to cost an additional \$300,000. The City of Kirkland plans to provide funding for Phase II out of Kirkland's allocated share of the King County "Pro-Parks Bond Issue". King County is presently considering placing the "Pro-Parks Bond Issue" before the voters at the 1982 general election. In the event the "Pro-Parks Bond Issue" is so placed on the ballot, approved by the voters, with bonds thereafter being sold to provide funds for Kirkland's allocation therefrom, then the provisions of this Article III and Article VII (payment to the consultant for extra services), shall be applicable with respect to consultant services for Phase II of construction and renovation of Peter Kirk Park.

EXHIBIT A

Peter Kirk Park

July 19, 1982

SOILS INVESTIGATION - SCOPE OF WORK

1. Field Exploration

Provide one 30-foot deep boring to establish the characteristics of the soil in the area of the proposed grandstand embankment.

2. Analyse data gathered from boring and make recommendations regarding anticipated long-term and short-term settlement resulting from the embankment construction.

3. Provide an estimate of the passive resistance of the soil for use in design of flood light pole foundations.