

RESOLUTION R 3103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN A CONSULTANT AGREEMENT FOR PRELIMINARY ENGINEERING TO BE PROVIDED BY INCA ENGINEERS, INC. FOR UAB PROJECT NO. 8-1-111-(09) - KINGSGATE WAY IMPROVEMENTS.

Whereas, the City of Kirkland desires to accomplish the roadway improvements funded by and identified as UAB 8-1-111-(09) - Kingsgate Way Improvements without undue delay; and

Whereas, the City of Kirkland has not presently sufficient qualified engineering employees to prepare the necessary construction plans, specifications and contract within a reasonable time, and therefore, it is advisable for the City to engage the professional services and assistance of a qualified consulting engineering firm to do so; and

Whereas, INCA Engineers, Inc., has represented to the City of Kirkland that they are fully qualified to perform the work necessary to prepare construction plans, specifications and contract within a reasonable time and in conformance with the rules and regulations promulgated by the Urban Arterial Board, 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 and directed to sign on behalf of the City of Kirkland that certain Consultant Agreement for Preliminary Engineering for UAB Project No. 8-1-111-(09) - Kingsgate Way Improvements with INCA Engineers, Inc., as consulting engineers. A copy of said consultant 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, open meeting this 18th day of June, 1984.

Signed in authentication thereof this 18th day of June,  
1984.

  
\_\_\_\_\_  
MAYOR

ATTEST:

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

## SECTION B

### CONSULTANT AGREEMENT FOR PRELIMINARY ENGINEERING

THIS AGREEMENT, made and entered into on this 18th day of June, 19 84, by and between the CITY/COUNTY of Kirkland, WASHINGTON, hereinafter called the "AGENCY", and the consulting firm of INCA Engineers, Inc., whose address is 9725 Third Ave. N.E., Seattle, WA 98115, the location in Washington State at which work will be available for inspection, hereinafter called the "CONSULTANT." The Urban Arterial Board, hereinafter called the UAB administers the Urban Arterial Trust funds.

WHEREAS, the Agency desires to accomplish this Urban Arterial project, UAB No. 8- 1-111-(09), entitled Kingsgate Way Improvement with the aid of Urban Arterial Trust funds in conformance with the rules and regulations promulgated by the UAB.; and

WHEREAS, the Agency has not sufficient qualified engineering employees to prepare the necessary construction plans, specifications, and contract within a reasonable time and the Agency deems it advisable and desires to engage the professional services and assistance of a qualified consulting engineering firm to do the necessary engineering work for the project and to develop plans, specifications and estimates ; and

WHEREAS, the Consultant has represented and by entering into this Agreement now represents, that he is in full compliance with the statutes of the State of Washington for registration of professional engineers and that all personnel to be assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a competent and professional manner; and

WHEREAS, the Consultant has indicated that he desires to do the work set forth in the Agreement upon the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

#### I

### RETENTION OF CONSULTANT

The Agency does hereby employ the Consultant to perform the engineering services upon the terms and conditions set forth herein. The Consultant shall conduct and complete the work in a competent and professional manner and shall furnish all supervision, labor, materials, equipment, supplies and other incidentals to complete the work, except for those items to be furnished by the Agency to the Consultant as described in Section IV hereof.

#### II

### OBJECTIVES AND SCOPE OF WORK

The objective of the Agreement is to provide engineering services necessary for the preparation of all plans, specifications and other documents required to go to contract for the Project as described in attached Exhibit "C".

The Scope of work shall include all services and materials necessary to accomplish the work as indicated below: (A complete listing of services to be furnished by the Consultant shall be provided.)

Prepare construction plans in conformance with UAB Design Standards. Procedures shall be consistent with the provisions of the current edition of either the WSDOT Standard specifications or the APWA specifications: (e.g.)

1. Plans shall be prepared with such precision and in such detail as to permit the convenient layout in the field for construction and other purposes within a degree of accuracy acceptable to the Agency.
2. Plans shall be in such detail as to permit the development of an accurate estimate of quantities for the pertinent items of work to be performed in the construction of the project.
3. The scales to be used, the lettering and general delineation of the plans, shall be such as to provide legible reproduction when the plans are reduced to one-fourth of their original size (50 percent reduction).
4. The minimum horizontal scale for the plans shall be "one inch equals 50 feet" for channelization plans and "one inch equals 20 feet" for signalization plans.
5. Construction plans will consist of a vicinity map; ~~sheet showing the estimate of quantities~~; typical sections; special sections; special details other than standard details available from the STATE'S standard drawings; special layouts; plan profiles and cross sections.
6. Plans shall include complete details for the proposed drainage of the project, utility work to be performed by others, details for paving, pavement marking, signing, signalization and city street revisions, as necessary. Plans shall show all the existing physical features, surface and sub-surface facilities, as determined by field survey or indicated on Agency or utility company records for the area included in the right-of-way, or if necessary, outside the right-of-way to include pertinent details adjacent to the right-of-way.
7. Special Provisions shall be included in the contract plans for items of work not covered by the STATE or APWA Standard Specifications, as required to properly cover the work contemplated by the plans.
8. The Consultant shall furnish such pertinent information and data with respect to the plans and design as the Agency may request, including, but not necessarily limited to one (1) copy of the quantity and design computations.
9. The quantities shall be divided into parts corresponding to the construction contracts or as otherwise designated by the Agency. These quantities shall be as near as possible to the actual quantities and shall not be arbitrarily increased. The Consultant shall apply to the computed quantities an estimated unit cost of construction. These quantities and cost estimates shall be based on prevailing average bid prices received on similar projects by the STATE.
10. Field surveys required to complete the plans specified in the Agreement shall be furnished by the Consultant. The field surveys shall include sufficient referencing to permit the re-establishment of all necessary points to the satisfaction of the Agency.
11. All necessary sub-surface investigations shall be conducted by the Consultant.

**See attached Scope of Work, Exhibit D.**

The Consultant shall perform all work described in this Agreement necessary to the complete design of the project to conform with the policies and standards set forth in Section III.

The Consultant shall prepare such information and studies as may be pertinent and necessary, or as may be requested by the Agency, in order to pass critical judgment on the features of the work. The Consultant shall make such minor changes, amendments or revisions in the details of the work as may be required by the Agency. This item does not constitute an "Extra Work" item as covered in Section IX of the Agreement. When alternates are being considered, the Agency shall have the right of selection.

The UAB staff shall have the right to initiate conferences between the Consultant and the Agency and to participate in the review and examination of the work in progress.

The plans and specifications shall be verified by a complete check by the Consultant and shall be so certified by the Consultant. The Consultant will be held responsible for the accuracy of the work, even though the work has been accepted by the Agency.

### III

#### DESIGN CRITERIA

The Agency will designate the basic premises and criteria for the design. Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following:

1. APWA Specifications or WSDOT Standard specifications
2. APWA Construction Manual
3. UAB Design Standards
4. Manual on Uniform Traffic Control Devices for Streets and Highways

#### IV

#### ITEMS TO BE FURNISHED TO THE CONSULTANT BY THE AGENCY

The Agency will furnish the Consultant copies of the plans, profiles, cross-sections or documents available to the Agency that will aid in the preparation of the plans and studies within the limits of the project. (A complete list of applicable documents shall be included.)

#### V

#### DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The following documents, exhibits or other presentations for the work covered by this Agreement shall be furnished by the Consultant to the Agency upon completion of the various phases of the work. All such material, including photographic negatives used in the project, shall become and remain the property of the Agency and may be used by it without restriction:

1. One copy of completed contract drawings and specifications prepared under this Agreement.
2. One copy of detailed estimate of cost of the work to be constructed.
3. One set of all sheets comprising the set of contract plans on permanent scale stable reproducibles, together with one (1) copy of all pertinent reports, drawings, etc., plus an equal number of revised copies, if review discloses that revisions are necessary.
4. One copy of special provisions to the Standard Specifications.
5. One copy of the quantity and design computations for construction of the Project.
6. One copy of all survey notes taken by the Consultant.
7. Ten (10) copies of the Final Design Memorandum.
8. Six (6) full-size copies of the completed plan sheets.
9. Fifty (50) half-size copies of the completed plan sheets.
10. Fifty (50) sets of the projects special provisions.

#### TIME OF BEGINNING AND COMPLETION

The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the Agency. The time required, in calendar days, for completion of all work under this Agreement shall be 120 days following written authorization to begin.

Established completion time shall not be extended because of any unwarranted delays attributable to the Consultant, but may be extended by the Agency in the event of a delay attributable to the Agency or because of unavoidable delays caused by acts of God or governmental actions or other conditions beyond the control of the Consultant. The Consultant shall make written request for time extensions to the Agency setting forth the reasons for the delay as specified in Section VII, A.4 following.

Delays attributable to or caused by one of the parties to the Agreement amounting to 30 days or more, affecting the completion of the work, may be considered a cause for renegotiation or termination of this Agreement by the other party.

Revised 2/80

VII

PAYMENT  
(Cost Plus Net Fee)

The Consultant shall be paid by the Agency for completed work or services rendered under this Agreement as stated below. Such payment shall be full compensation for work performed or services rendered; for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

- A. Payment for work accomplished under the terms of this Agreement shall be on the basis of the Consultant's actual cost plus a net fee. The actual cost includes direct salary cost, overhead, and direct nonsalary cost.
1. The direct salary cost is the salary expense for professional, supervisory and technical personnel for the time they are productively engaged in work necessary to fulfill the terms of this Agreement. The direct salary costs are estimated to be approximately Twenty-two thousand, two forty five dollars (\$ 22,245.00 ) as set forth in the attached Exhibit "A" which by this reference is made a part of this Agreement.
  2. Overhead costs are determined as 129 % of direct salary costs. The overhead costs are estimated to be approximately Twenty-eight, six nine six dollars, (\$ 28,696.00 ) as set forth in the attached Exhibit "A" which by this reference is made a part of this agreement. The overhead cost rate is an estimate based on currently available accounting information and shall be used for all progress payments over the period of the contract. The final overhead cost rate is subject to adjustment based on an audit performed by the Agency or UAB at the completion of the project.
  3. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Agreement, including, but not limited to travel, reproduction, telephone, supplies and payments to outside consultants. The direct non-salary costs are estimated to be approximately Eighteen thousand, six forty nine (\$ 18,649. ) as set forth in the attached Exhibit "A".
  4. The net fee, which represents the Consultant's profit shall be \_\_\_\_\_ Dollars (\$ 7,641 ). The net fee will be prorated and paid monthly in proportion to the work completed as reflected by the monthly progress reports approved by the Agency. Any portion of the net fee not previously paid in monthly payments will be covered in the final payment, subject to the provisions of Section X entitled "Termination of Agreement."

The net fee shall not be subject to adjustment unless there is a change in conditions, for which the Consultant is not responsible that extends the completion of the work beyond that specified in Section VI, Time of Beginning and Completion. In such an event, any increase in the fixed fee will relate only to the cost of the additional work required of the Consultant as a direct result of the delay causing said extension beyond the completion date specified under Section VI and will be computed on the same basis as in the basic Agreement. It shall be the responsibility of the Consultant to notify the Agency within ten (10) days of any change in conditions affecting the fixed fee. Failure on the part of the Consultant to do so shall be considered notice of waiver of such rights.

5. The actual direct and related overhead cost including any Agency approved contingencies and the net fee incurred by the Consultant as set forth in Exhibit "A" shall be full compensation for the performance of the work under this Agreement. This total shall not exceed a maximum of Seventy seven thousand two thirty-one (\$ 77,231. ) without prior written approval by the Agency.

- B. All vouchers shall be submitted by the Consultant to the agency for payment pursuant to the terms of this Agreement.

The Agency shall pay the appropriate amount of each voucher to the Consultant.

Progress payments may be claimed monthly for direct costs actually incurred to date as supported by detailed statements, for overhead costs and for a proportionate amount of the net fee payable to the Consultant based on the estimated percentage of completion of the services to date.

- C. The cost records and accounts pertaining to the Agreement are to be kept available for inspection by representatives of the Agency, and UAB for a period of three (3) years after final payment. Copies shall be made available on request.
- D. Payment for extra work performed under this Agreement shall be paid as agreed to by the parties to this Agreement in writing at the time extra work is authorized.
- E. A short narrative progress report shall accompany each voucher for progress payment. The report shall include discussion of any problems and potential causes for delay.

## VIII

### EMPLOYMENT

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Agency shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Agency and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Consultant's employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on full, part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or who have been at any time during the period of this contract, in the employ of the State, or the Agency, except regularly retired employees, without the written consent of the public employer of such person.

During the life of the Agreement, the Consultant, for himself, his assignees, and his successors in interest, agrees as follows:

- A. **Compliance with Regulations;** The Consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in UAB assisted programs, Title 49, Code of Federal Regulations, Part 21 hereinafter referred to as the "Regulations", which are herein incorporated by reference and made a part of this Agreement.
- B. **Nondiscrimination:** The Consultant, with regard to the work performed by him after award and prior to completion of the contract work will not discriminate on the grounds of race, color, national origin or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers program set forth in Appendix A-II of the Regulations.
- C. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

- D. **Information and Reports:** The Consultant 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 Agency or UAB to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required by a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Agency or the UAB as appropriate and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Non-Compliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Agency shall impose such contract sanctions as the Agency or the UAB may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - b. Cancellation, termination, or suspension of the contract in whole or part.
- F. **Incorporation of Provisions:** The Consultant will include the provisions of Paragraphs (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instructions issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Agency or the UAB may direct as a means of enforcing such provisions, including sanctions for non-compliance; PROVIDED, HOWEVER, that, in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Agency to enter into such litigation to protect the interests of the Agency and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## IX

### CHANGES IN WORK

The Consultant shall make such revisions in the work included in this Agreement which has been completed, as are necessary to correct errors or omissions appearing therein, when required to do so by the Agency, without additional compensation.

Should the Agency desire for its own purposes to have previously satisfactorily completed work or parts thereof revised, other than minor revisions within the scope of the work, the Consultant shall make such revisions, if requested and as directed by the Agency in writing. This work shall be considered as Extra Work and will be paid for as provided in Section VII. All extra work shall be submitted as a supplement to the basic agreement and approved by the Agency before the work is undertaken in order to become eligible for UAB participation.

## X

### TERMINATION OF AGREEMENT

- A. The right is reserved by the Agency to terminate this Agreement at any time upon not less than ten (10) days written notice to the Consultant.
- B. In the event of the death of any member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the PROJECT, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the Agency. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the Agency, if the Agency so chooses.



- C. In the event this Agreement is terminated under any of its terms prior to completion of the work, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the same percentage of the amount which would have been due if the work had been fully completed as the work completed at the time of termination bears to the total work required under the Agreement.

For work not completed, the same basis for estimating the costs set forth in Exhibit "A" shall be used to estimate the total amount due if all work had been completed. If the total accumulated payments made to the Consultant prior to notice of termination exceeds the total amount computed as stated above, then no final payment shall be due and the Consultant shall immediately reimburse the Agency for any excess paid.

- D. In the event this Agreement is terminated prior to completion of the work, the original copies of all plans, prints, drawings and field notes prepared by the Consultant shall become the property of the Agency.

## XI

### DISPUTES

Any dispute concerning questions of facts in connection with work not covered by this agreement shall be referred for determination to the Agency's Project Administrator, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

## XII

### INDEMNITY

The Consultant shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under this Agreement.

The Consultant hereby agrees to indemnify and hold the UAB and the Agency harmless from and shall process and defend at its own expense, all claims, demands, or suits at law or equity, arising in whole or in part from the Consultant's negligence or breach of any of its obligations under this agreement.

The Consultant shall secure regular Public Liability and Property Damage Insurance Coverage in the amount of \$100,000 for death or injury to any one person and \$300,000 for death or injury to two or more persons in any one occurrence and \$50,000, for Property Damage in any one occurrence with any aggregate Property Damage coverage of \$100,000 for two or more occurrences from an insurance company authorized to do business in the State of Washington.

## XIII

### SUBLETTING OR ASSIGNING OF CONTRACTS

The Consultant shall not sublet or assign any of the work covered by this Agreement without the express consent of the Agency.

When work is sublet or assigned by the Consultant he shall require his subconsultant to maintain the same type and extent of records as required of him by this Agreement.

XIV

ENDORSEMENT OF PLANS

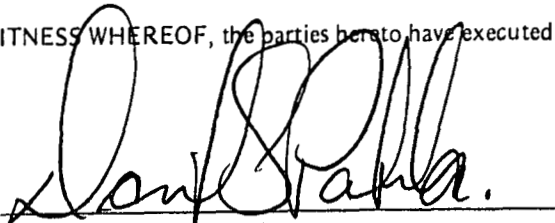
The Consultant shall place his endorsement of all plans, specifications, estimates or any other engineering data furnished by him.

XV

CERTIFICATION

The "Certification of Consultant" and "Certification of Agency Official", attached hereto and marked Exhibit "B" and by this reference is made a part of this Agreement.

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

BY:   
(Principal)

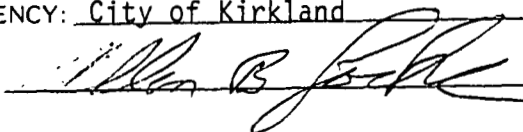
AGENCY: City of Kirkland  
By: 

EXHIBIT "A"

ANALYSIS OF FEE FOR PRELIMINARY ENGINEERING SERVICES  
URBAN ARTERIAL BOARD PROJECT NO. \_\_\_\_\_

(PRELIMINARY ENGINEERING)

Direct Salary Cost .....		\$ 22,245.00	_____
Overhead Cost (including payroll additives) _____ 129 _____ % .....		\$ 28,696.00	_____
	Sub-Total	\$ 50,941.00	_____
Net Fee .....		\$ 7,641.00	_____

Direct Non-Salary Cost:

A. Travel and per diem .....	\$ 200.00	_____	
B. Reproduction expenses .....	\$ 1,600.00	_____	
C. Computer expense .....	\$ 75.00	_____	
E. Outside consultants Survey, Geo- technical, Landscape .....	\$ 16,474.00	_____	
F. Other (Specify) Photos plus 100 Scale Aerial .....	\$ 300.00	_____	
	Total	\$ 18,649.00	_____

	Sub-Total	\$ 18,649.00	_____
	Contingencies	\$ -0-	_____
	GRAND TOTAL	\$ 77,231.00	_____

EXHIBIT "A"

BREAKDOWN OF OVERHEAD COST  
(PRELIMINARY ENGINEERING)

FICA .....	\$ <u>1,557.00</u>
Unemployment .....	\$ <u>934.00</u>
Medical Aid and Industrial Insurance .....	\$ <u>222.00</u>
Company Insurance and Medical .....	\$ <u>1,268.00</u>
Vacation, Holiday and Sick Leave .....	\$ <u>3,693.00</u>
State B & O Tax .....	\$ <u>823.00</u>
Insurance .....	\$ <u>957.00</u>
Administration and Time Unassignable .....	\$ <u>11,345.00</u>
Printing, Stationery and Supplies .....	\$ <u>1,001.00</u>
Travel Not Assignable .....	\$ <u>1,424.00</u>
Telephone and Telegraph Not Assignable .....	\$ <u>578.00</u>
Fees, Dues, Professional Meetings .....	\$ <u>356.00</u>
Utilities and Maintenance .....	\$ <u>334.00</u>
Rent .....	\$ <u>1,557.00</u>
Rental of Equipment .....	\$ <u>645.00</u>
Office Miscellaneous, Postage .....	\$ <u>334.00</u>
Professional Services .....	\$ <u>1,668.00</u>
TOTAL	\$ <u>28,696.00</u>

$$\frac{\text{Total Overhead Cost}}{\text{Total Direct Cost}} = \frac{\$28,696.00}{22,245.00} \times 100 = 129\%$$

EXHIBIT "A"

BREAKDOWN OF DIRECT SALARY AND DIRECT NON SALARY COST  
(PRELIMINARY ENGINEERING)

DIRECT SALARY COST:

<u>Personnel</u>	<u>Man Hours</u>	<u>Actual Rates of Pay</u>	<u>Estimated Cost</u>
Project Manager	104	24.76	2,575.00
Senior Professional	336	17.79	5,977.00
Senior Designer	506	15.00	7,590.00
Drafter/Technician	520	11.25	5,850.00
Clerical	46	5.50	253.00

TOTAL \$ 22,245.00

DIRECT NON-SALARY COST

Travel and Per Diem .....	\$	<u>-0-</u>
Per Diem - _____ weeks @ \$ _____ .....	\$	<u>-0-</u>
Air Travel - _____ Trips @ \$ _____ .....	\$	<u>-0-</u>
_____ Cars @ \$ _____ per month @ _____ months		
<u>800</u> miles @ \$ <u>0.25</u> .....	\$	<u>200.00</u>
	TOTAL \$	<u>200.00</u>
Reproduction Expenses .....	\$	<u>1,600.00</u>
Communications .....	\$	<u>---</u>
	TOTAL \$	<u>1,600.00</u>

Project No. 8-1-111-(09)

Agency City of Kirkland

EXHIBIT "B"

CERTIFICATION OF CONSULTANT

I hereby certify that I am Vice President and duly authorized representative of the firm of INCA Engineers, Inc. whose address is 9725 Third Avenue Northeast, Seattle, Washington 98115 and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract: except as there expressly state (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with the requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be furnished to the UAB in connection with this contract involving participation of UAB funds and is subject to applicable State and Federal laws, both criminal and civil.

06-18-84 [Signature]  
Date Signature

CERTIFICATION OF AGENCY OFFICIAL

I hereby certify that I am the Agency Official of the Agency of City of Kirkland, Washington and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished the UAB in connection with this contract involving participation of UAB funds and is subject to applicable State and Federal laws, both criminal and civil.

June 18, 84 [Signature]  
Date Signature

EXHIBIT C

SCOPE OF WORK  
FOR PRELIMINARY ENGINEERING

Urban Arterial Board Project No. 8-1-111(09)

Kingsgate Way Improvement

From: BNR tracks vicinity  
To: 132nd Avenue Northeast

1.0 BASIC DESIGN SERVICES

The Consultant shall provide the following basic engineering services for the project consisting of the preparation of detailed construction drawings and special provisions, estimates and other relative information including but not limited to the following items:

a. Preliminary Design Study and Surveys

1. The Design Memo will include design criteria, design considerations, recommended design features of the project, and estimated construction costs. The design memo with appropriate graphics will be presented to and approved by the City Council and be the basis for preparation of the working drawings. The design memo, upon approval by the City, will become the basis for the preparation of the final contract sheets.
2. Develop the general description and criteria for the design of the roadway including earth work, selected sub-grades, curbs, gutters, sidewalks, erosion control, and roadway appurtenances.
3. Develop the general description and criteria for the design of roadway drainage, drainage structures, culverts, storm sewers, cross-drainage, inlets and subdrainage including drainage areas and criteria for determining size of such items and coordination with King County Drainage Department in regards to Totem Lake.

4. Estimate costs of construction of roadway structures, drainage, utilities relocation and construction details based upon the estimated quantities of material and the unit prices prevailing in the area.
- b. Field surveys for design criteria.
- c. Attend 2 evening meetings with City Council and property owners to review the proposed project.
- d. Plotting of street sections and profile, calculation of earthwork quantities.
- e. Preparation of detailed construction plans including the following:
  1. Plans shall be prepared with such provision and in such detail as to permit the convenient layout in the field for construction and other purposes within a degree of accuracy acceptable to the City.
  2. Plans shall include complete details for the construction of the proposed improvements including details for paving, curb and gutter and the installation of storm drainage, sanitary sewer, water and utility adjustments.
  3. Plans will include typical roadway sections; special details other than standard details available from the State's and APWA standard drawings; and roadway plan/profile sheets.
  4. The horizontal scale for the plan/profile sheets shall be "one inch equals 20 feet".
  5. Plans shall show existing physical features, surface and subsurface facilities, as determined by field survey or indicated in the right-of-way and pertinent details adjacent to the right-of-way.
  6. The Consultant shall review all plans and special provisions with the City to check for any omissions, duplications, unnecessary requirements, and conformance with City standards. The Consultant shall finalize the plans and special provisions in accordance with any City review comments. The Consultant shall make such minor changes, amendments or revisions in the detail of the work as may be required by the City.



- f. Preparation of the bid items and quantities for the contract proposal. Detailed special provisions will be prepared by the Consultant.
- g. Prepare signal modification plans for existing signal systems at 120th Avenue Northeast and Northeast 132nd Street.
- h. Provide administration and coordination of geotechnical, landscape architect, and survey subconsultants.
- i. Prepare estimate of construction costs based upon the approved construction plans sheets, bid item quantities and current unit bid prices.
- j. Supply information to prospective bidders with respect to design, and prepare addendums as necessary during the bidding period.
- k. Tabulate the bids received, and make recommendations to the City on the award of the construction contract.
- l. Attend a pre-construction conference with the successful bidder.
- m. Interpret drawings and advise throughout the project.
- n. Coordinate with outside utility companies in connection with the design phase of this project.
- o. Coordinate with the City on all phases of work.

EXHIBIT D - SUBSURFACE INVESTIGATION  
(Cascade Testing Laboratories)

EXHIBIT D - SUBSURFACE INVESTIGATION



CASCADE TESTING LABORATORY, INC.  
TESTING & INSPECTION / ENGINEERS / GEOLOGISTS

12819 N.E. 126TH PLACE  
KIRKLAND, WASHINGTON 98034

(206) 823-9800

SEATTLE  
EVERETT

(206) 825-6700  
(206) 259-0817

June 6, 1984

City of Kirkland  
c/o INCA Engineers  
9725 3rd Ave. NE  
Seattle, Washington  
98115

Attention: Mr. Dan Patsula

Reference: Proposal for Services  
Kingsgate Way Improvements  
UAB #8-1-111(09)  
Kirkland, Washington

Dear Mr. Patsula:

In response to your request, we are pleased to present our proposal for services and estimated costs to perform a subsurface soils study at the above referenced project site.

Based upon conversations with you, we understand the project is to consist of widening the existing roadway and placing an appropriate pavement section as recommended. We understand the section of roadway requiring our geotechnical services is approximately 400 feet in length.

We propose a study which includes test boring analysis coupled with applicable laboratory testing. We are submitting this proposal with the understanding that the City of Kirkland does not wish to remove the peat that presently underlies the area but that they wish to provide the best roadway under the circumstances. A geotechnical report will then be prepared which includes recommendations for placement of the widened areas, continued potential settlements, recommended pavement section, analysis of the existing pavement, and general recommendation as appropriate.

Through evaluation of the proposed project scope and requirements, we propose and estimate the following:

- |   |                     |           |
|---|---------------------|-----------|
| 1) ENGINEERING GEOLOGIST SERVICES (estimate) 10 hrs @ |                     |           |
|   | \$40.00/ hr.        | \$ 400.00 |
| Drill rig 7 hrs.                                      |                     |           |
| Asphalt coring 3 hrs.                                 |                     |           |
| 2) Bit Charge-24 inches at \$3.50/inch                |                     | \$ 84.00  |
| 3) MOBILIZATION (estimate)                            |                     | \$ 150.00 |
| 4) TEST BORINGS (estimate) 2-30 foot test borings     |                     | \$ 600.00 |
|   | at \$10.00 per foot |           |

CASCADE TESTING LABORATORY, INC.  
TESTING & INSPECTION / ENGINEERS / GEOLOGISTS

June 6, 1984  
UAB #8-1-111(09)  
Kingsgate Way Road Improvements  
Page 2

5) REPORT AND RECOMMENDATIONS (estimate) \$ 550.00  
ESTIMATED TOTAL \$1784.00

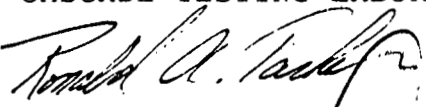
The above estimate is based upon anticipated performance to obtain preliminary information for conclusions and recommendations as required for the roadway widening. It is possible that additional studies may be necessary should our preliminary analysis provide insufficient data for this project. You will be informed at all times as to the progress of our work and the soil conditions found. Additional testing would be performed only after authorization by you.

A topographic plan and a site plan should be provided by your office previous to our field testing. All soil samples obtained during our subsurface soils study will be retained at our office for ninety (90) days after the completion of our report. They will be discarded after that time unless your office requests that they be saved or transferred to your facilities.

It must be realized that a certain amount of disturbance to the property as a result of our study is unavoidable. Should this present a problem please notify us before we begin the study.

Thank you for this opportunity to present our proposal for services. We would be able to mobilize and begin our study within five (5) days of authorization with respect to acceptable access. If you have any questions, feel free to call on us at any time.

Sincerely,  
CASCADE TESTING LABORATORY, INC.

  
Ronald A. Parker  
Engineering Geologist

Accepted by:  .

Date: 06.12.84 .

EXHIBIT E - LANDSCAPE SERVICES  
(Kerr/Pensiero)

Kerr/Pensiero and Company  
Architects and Landscape Architects  
124 East Edgar Street • Seattle, Washington 98102  
(206) 323-4565

EXHIBIT "E" - LANDSCAPE SERVICES

6 June 84

Mr. Dan Patsula, P.E.  
INCA ENGINEERS, INC.  
9725 Third Avenue N.E.  
Seattle, Washington 98115

RE: KINGSGATE WAY N.E. UAB 5-1-111-(09)  
KIRKLAND, WASHINGTON

Dear Dan:

Please review the following scope of work and estimate of time for landscape requirements for the above referenced project.

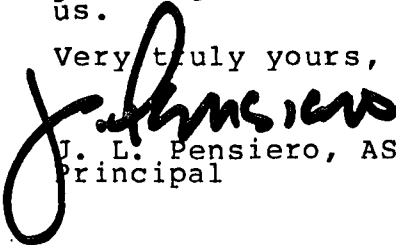
- A. Schematic landscape design consistent with the character intent of the existing; review with INCA and City.
- B. Design development including construction documents and cost estimates.

This work will be invoiced INCA at the rates of \$45.00 per hour, Principal time and \$28.00 per hour Senior Landscape Architect time. A maximum compensation for this work set at \$1500.00 shall not be exceeded without prior written approval by INCA Engineers. This estimate assumes:

- Base maps and skins will be provided by INCA.
- Irrigation will not be required on the project.
- Interfacing with the Totem Lake Shopping Center will not be required.
- Design development is limited to the east side of roadway only.

If this understanding is agreeable to you, please indicate so by your signature in the space provided below and return one copy to us.

Very truly yours,

  
J. L. Pensiero, ASLA  
Principal

APPROVED BY: INCA ENGINEERS

BY: 

TITLE: Vice Pres.

DATE: 06.12.84

EXHIBIT F - SURVEYING  
(Horton Dennis)

EXHIBIT F - SURVEYING

*Horton Dennis & Associates, Inc.*



*Consulting Engineers*

June 6, 1984

Inca Engineering, Inc.  
9725 3rd Avenue Northeast  
Seattle, Washington 98115

Attention: Dan Patsula

Subject: Contract, Kingsgate Way Design Survey

Dear Sir:

Horton-Dennis is pleased to present our Contract to provide surveying and mapping services in Kirkland along Kingsgate Way between the railroad crossing at 124th Avenue Northeast and Northeast 132nd Street.

Scope of Services:

Provide alignment surveying and design quality topographic mapping for approximately 4,600 lineal feet of Kingsgate Way plus 100 feet in each direction at each street intersection. The field work will include centerline location marked by "PK" nails set at even 100 foot stations with intermediate 50's painted on the asphalt. A profile via differential leveling will be run over the stationed centerline from existing bench marks. New bench marks will be set along the mapping corridor every 600 lineal feet for future design and construction use.

The mapping route will be cross-sectioned at 50 foot intervals 75 feet left and right of centerline or sufficient lateral distance to cover drainage, cuts, fills and private access concerns. All paving, utility poles, driveways, ditches, underground utility structures, fire hydrants, traffic signals, structures, etc., will be located and defined. Supplemental mapping, using total station instrumentation, will be taken at all intersections to enhance accurate plotting of curb returns, traffic signal facility, lane curbing, inlets, etc.

Field notes will be reduced and plotted to scale via HDA's computer graphics equipment. All control closures shall meet third order precision or shall require remeasurement accordingly. Cross-sections for the corridor will be plotted on continuous roll vellum at a scale selected by the Client.

The reduced notes and computer plots will be consolidated and drafted in final ink format on mylar sheets to a scale of 1" = 20'. The base maps will be drafted to full planimetric detail than screened and photographed to



provide the client with one full set of mylar sheets for design base use. The original set will then be completed to full topographic detail with spot elevations and one foot interval contours.

FINAL PRODUCTS

The final products resulting from the above described field and office services shall be as follows:

Four (4) matched mylar planimetric base maps screened for design base (1" = 20' scale).

Four (4) matched mylar topographic base maps, original ink format (1" = 20' scale).

One (1) continuous vellum roll of plotted cross-sections.

Schedule of Fees

The above services shall be accomplished for not to exceed the following schedule of fees:

Project Surveyor	32 hrs @ 18.40		588.80
Survey Crew	120 hrs @ 29.55		3546.00
Computer	8 hrs @ 10.55		84.40
Drafter	116 hrs @ 10.55		<u>1223.80</u>
Sub-total salary		=	5443.00
Labor Overhead @ 28%		=	1524.04
G. & A. Overhead @ 90%		=	4898.70
Sub-total		=	11865.74
Reproduction & Reimbursables		=	<u>125.00</u>
Sub-Total		=	11990.74
Profit @ 10%		=	<u>1199.07</u>
Total			<u>13189.81</u>

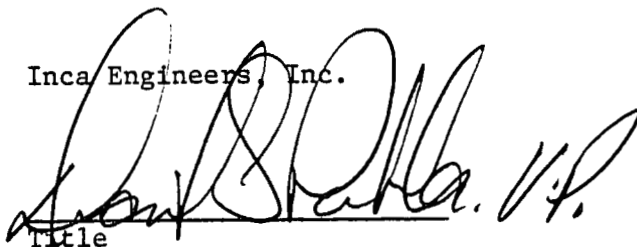
Time Schedule

The above services shall be completed and delivered in 25 working days following official notice to proceed.

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June 6, 1984

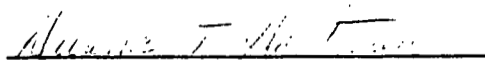
If the above scope, fees and schedule meets with your approval,  
please sign in the space provided below and return one copy to us.

Approved: Inca Engineers, Inc.

  
\_\_\_\_\_

Title

Very truly yours,

  
\_\_\_\_\_

Duanne T. Hartman  
Vice President

*by mail return to*