

RESOLUTION R 3220

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, A CONSULTANT SERVICES AGREEMENT WITH JONGEJAN, GERRARD, McNEAL, LANDSCAPE ARCHITECTS, IN THE PREPARATION OF THE JUANITA PARK MASTER PLAN.

Whereas, the City of Kirkland desires to retain the services of a consultant in the preparation of the Juanita Park Master Plan; and

Whereas, pursuant to the procedures required by law for the selection of landscape architectural consultants, the firm of Jongejan, Gerrard, McNeal, Inc., P.S., Landscape Architects was selected to perform such services, now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

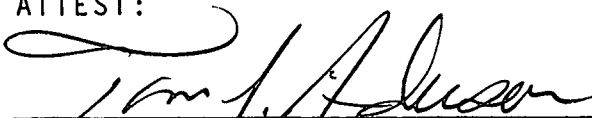
Section 1. The City Manager for the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland, that certain consultant services agreement between the City of Kirkland and Jongejan, Gerrard, McNeal, Inc., P.S., Landscape Architects attached to the original of this resolution as Exhibit A and by this reference incorporated herein. Said services to be performed in the preparation of the Juanita Park Master Plan.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 7th day of October, 1985.

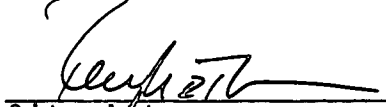
Signed in authentication thereof this 7th day of October, 1985.

  
MAYOR

ATTEST:

  
Director of Administration & Finance  
(ex officio City Clerk)

APPROVED AS TO FORM:

  
City Attorney

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, entered into as of this 7th day of October, 1985, is by and between the City of Kirkland, a Municipal Corporation, hereinafter referred to as the "City", and Jongejan, Gerrard, McNeal Landscape Architects, hereinafter referred to as the "Consultant".

WHEREAS, the City desires to retain the services of a consultant to prepare the Juanita Park Master Plan; and

WHEREAS, the Consultant is qualified, willing and able to provide and perform said study as described in this Agreement; and

WHEREAS, the services to be performed by the Consultant are temporary in duration;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respective parties hereto, it is mutually agreed as follows:

## 1. SERVICES BY CONSULTANT

- A. The Consultant shall perform the services described in Attachment A hereto, which by this reference is incorporated herein.
- B. Said services, and all duties incidental or necessary thereto, shall be performed diligently and competently and in accordance with professional standards of performance.
- C. If during the course of the agreement, the services rendered do not meet the requirements as set forth in Attachment A, the Consultant will correct, modify, and/or remodel the required work.
- D. Payment. For said professional services, the City shall pay to Contractor in the manner set forth in the budget item of Exhibit A, provided that the total amount of the fee and expenses to be paid under this contract shall not exceed thirty-two thousand four hundred dollars and no cents (\$32,400.00).

## 2. TIME OF PERFORMANCE AND METHOD OF PAYMENT

- A. The term of this Agreement is October 8, 1985 through April 30, 1986, unless such term is properly amended pursuant to the provisions of this Agreement.
- B. Consultant's records shall be maintained and reported monthly as to enable the determination of project costs and progress by major work element.
- C. The Consultant shall submit invoices to the City not more often than monthly during the progress of work for payment for work completed to the date of the invoice. Monthly invoices shall be based upon the Consultant's estimate of project completion of each major work element. Invoices shall be in a format acceptable to the City and contain the contract number, expenditure classification, charges of the Consultant and a monthly progress report by major work element.
- D. The amount of an individual progress invoice shall bear the same ratio to the total contract fee as the amount of work completed bears to the total amount of work provided for herein, less any amounts previously received. The sum of the progress payments shall not exceed ninety percent (90%) of the total fee herein and the remaining compensation will be paid to the Consultant as the final payment upon approval of the satisfactory completion of the Plan, its acceptance by the City and the receipt by the City of the plans, maps, reports and related documents.
- E. The City shall have the right to withhold payment to Consultant for any work which is not completed in accordance with the scope of work until such time as Consultant modifies such work so that it is in accordance with the scope of work.
- F. The City shall pay all invoices from the Consultant by mailing a city warrant within 45 days of actual receipt of a properly completed invoice. Extra Services shall be negotiated on a lump sum fee.

## 3. EXTRA CONSULTING SERVICES

- A. The City may desire to have the Consultant perform work or render services in connection with the project other than that provided for by the express intent of this contract. Such will be considered "Extra Work", supplemental to this contract, and subject to change orders setting forth the nature, scope and compensation therefor. Work under such change orders shall not proceed unless and until so authorized in writing by the City.

## 4. INDEPENDENT CONTRACTOR

- A. The Consultant is and shall be at all times during the term of this Agreement an independent contractor.
- B. The Consultant will provide management, establish compensation of personnel, maintain payroll records, and provide payment for all of its personnel, including withholding of income taxes, payment of social security taxes, unemployment compensation (where applicable) and fringe benefits. The Consultant will maintain Accountability Records for a period of three (3) years.
- C. Any and all employees of the Consultant or other persons, 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 City. Any and all claims that may or might arise under the Workmen's Compensation Act, on behalf of said employee or other persons while so engaged in any of the work or service provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

## 5. PROJECT ADMINISTRATION

- A. The Consultant shall designate and assign personnel to the project and appoint a project Director who shall be approved by the City and whose responsibility it will be to schedule, coordinate and manage the project efforts.
- B. The Project will be performed under the direction and supervision of the City's Project Manager, Lynn Stokesbary.
- C. The Consultant shall notify the Director of the Department of Parks of any matters affecting the eligibility of the Consultant to continue performance.

## 6. NONDISCRIMINATION

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, marital status, physical or other motor handicap, unless based upon bona fide occupational qualification. 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, sex, age, national origin, marital status, physical or other handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this nondiscrimination clause.

## 7. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

- A. No person employed on the work covered by the Agreement shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the standards applicable hereunder to his or her employer.

## 8. INSURANCE

- A. The Consultant shall maintain and keep in force during the term of this Agreement the following policies of insurance: 1) a comprehensive liability policy, including automobile coverage, in the limits of at least \$250,000 for bodily injury to any one person; at least \$250,000 for bodily injury for persons injured an any one accident; and at least \$500,000 for property damage; 2) Professional Liability Insurance in limits of not less than \$1,000,000; 3) a certificate or certificates issued by the insurance carriers for said policies showing such insurance to be in force and with the City of Kirkland named as an additional named insured, shall be filed with the City not less than ten days following signing of this agreement. A failure to obtain and maintain such insurance or to file said certificate shall be a material breach of this agreement.

## 9. OWNERSHIP OF DOCUMENTS

- A. Upon payment to the Consultant by the City all compensation due under this Agreement all finished or unfinished documents and material prepared by the Consultant with funds provided by this Agreement shall become the property of the City and shall be forwarded to the City at its request.
- B. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

## 10. CHANGES OF SCOPE

- A. All parties may request changes in the Scope of Services, performance or reporting standards to be performed or provided under this Agreement. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by the Consultant and the City, shall be incorporated in written amendments to this Agreement.

## 11. HOLD HARMLESS

- A. The Consultant shall hold the City and its Officers, Agents, and employees harmless from all suits, claims or liabilities of any nature, including attorney's fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the Consultant, its agents or employees pursuant to this Agreement, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the Consultant shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the City, the Consultant shall pay the same.

## 12. COMPLIANCE WITH LAWS

- A. The Consultant will comply with all applicable State, Federal and City laws and safety regulations.

## 13. ASSIGNMENT OF CONTRACT

- A. The Consultant shall not assign any of its rights or obligations under this Agreement or subcontract the same, unless such assignment or subcontract shall be

specifically approved in writing by the City and made an addendum to or amendment of this Agreement. Any such approved assignment or subcontract shall be subject to each provision of this Agreement. In the event of any approved assignment or subcontract, the City shall continue to hold the Consultant responsible for proper performance of the Consultant's obligations under this Agreement.

#### 14. FUTURE SUPPORT

- A. The City makes no commitment and assumes no obligations for the support of the Consultant's activities except as set forth in this Agreement.

#### 15. RESERVATION OF RIGHTS

- A. Payment by the City or performance and acceptance of payment by the Consultant shall not be construed as waiver of any party's rights or remedies against the other(s). Failure to require full and timely performance of any provisions at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

#### 16. SEVERABILITY

- A. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the contemplated Project as determined by the City.

#### 17. TERMINATION OR SUSPENSION OF AGREEMENT

- A. The right is reserved by the City to terminate or suspend this Agreement at any time by giving ten (10) days written notice to the Consultant. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, or other material prepared by the Consultant pursuant to this Agreement, shall be submitted to the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination.
- B. In the event that the City requests termination of the work prior to completion, Consultant reserves the right to complete such analyses and records as may be necessary to place its files in order.

18. APPROVALS AND NOTICES

- A. Whenever under this Agreement, City approval, authorization, waiver, instructions or determination are required, they shall be effective only when given by the Director of the Department of Parks or his designee in writing and signed by one of them. Provided that any change or addition to the scope of work or any extra work which will increase the total compensation to be paid Consultant, shall be approved by the City Council with proof of such approval evidenced by the signature of the Mayor on change order or contract amendment.

19. ADDRESSES

- A. Written notices, requests, grievance or adjustments to the City shall be made to Mr. Lynn Stokesbary, or his successor, Director, Department of Parks, 123 Fifth Avenue, Kirkland, Washington 98033.
- B. Written notices, requests, grievances or adjustments to the Consultant shall be made to the address provided by the Consultant.

20. INTEGRATED DOCUMENT

- A. This Agreement embodies the agreement between the City and the Consultant. No verbal agreements or conversation with any officer, agent or employee of the City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal contract shall be considered as unofficial information and in no way binding upon the City.

Executed the date and year just above mentioned.

CONSULTANT

CITY OF KIRKLAND


By 

By Terrence L. Ellis  
City Manager

Date OCTOBER 2, 1985

Date \_\_\_\_\_

Approved as to form:

  
City Attorney

0816C/268A/LS/cw:rd



# Jongejan Gerrard McNeal

incorporated p.s.

ATTACHMENT "A"

October 2, 1985

23 103rd Avenue Northeast  
Bellevue, Washington 98004  
(206) 454-5723

Mr. Lynn Stokesbary,  
Director of Parks and Recreation  
City of Kirkland  
123 - 5th Avenue  
Kirkland, Washington 98033

principals: Dirk Jongejan  
Terry Gerrard  
David McNeal  
associate: David Ringstrom

RE: Scope of Services for  
Juanita Bay Park

Dear Lynn:

As requested, the following is our proposal for services to prepare a master plan and attend and participate in the public meetings, workshops and/or presentations associated with the master planning process. The tasks are:

SITE ANALYSIS:

JGM will make site investigations and evaluations as to the capacity of natural factors (i.e. soils, vegetation, wildlife, slope etc.) to accommodate or withstand park and recreation activities. An investigation of social factors will also be conducted with issues such as recreation needs, landuse, zoning, existing and proposed utilities being examined. As a final step of site analysis, the natural and social factors will be combined or synthesized into a site development composite that will identify the areas most and least suited to park/recreation development. COST: \$6,000.00

JGM will also enlist subconsultants for specific areas of investigation. These subconsultants and their specific concerns are:

1. Macdonald, McLaren and Hammond - Bruce McLaren, will observe and report the structural condition of the old Juanita Bay Bridge/Causeway. His "letter" report will detail its condition and ability to accommodate recreational non-vehicular use (except service vehicles). COST: \$1,200.00
2. Macdonald, McLaren and Hammond will also review an underwater investigation of the piling remaining from the old pier that extended into the bay. The investigation will be made by a qualified diver experienced in investigations of this nature. Mr. McLaren's review and assessment will be based on the assumption that a recreation dock would be constructed over the existing piles. COST: (including divers) \$1,160.00
3. Rittenhouse-Zeman Associates will observe site soils conditions and suggest design guidelines and/or constraints. Their "letter" report will establish the extent of difficult soils to develop. COST: \$1,200.00

Mr. Lynn Stokesbary

Page Two  
October 2, 1985

4. The Transpo Group, our team's traffic consultant, will make an initial overview assessment of access alternatives and traffic impacts for a park at this site. For traffic impact purposes, we will assume an active park at this site in order to ascertain a "worst case" or maximum traffic impact. This scenario will provide the extreme comparison to the existing "non-developed" minimum traffic condition that currently exists on-site. Transpo's "letter: report would outline concerns, recommendations and guidelines for sizing park facilities and desirable site access for vehicles. COST: \$1,240.00

MEETINGS:

JGM envisions a series of workshops, meetings, presentations and a public hearing during the course of the planning process. We will suggest timing and sequencing of the meetings to the Owner and will attend within the time allotment (see schedule). JGM would not be responsible for contacting, inviting or scheduling the meetings. COST: \$2,800.00

PROGRAMMING:

JGM will compile a list of desired park and recreation facilities needed or desired by the community. The facilities, the number of users served, side effects such as: noise, dust, excessive earthwork, cost of construction and site compatibility will be considered. Size and distribution of parking lots and access impacts would also be considered as a part of this effort. COST: \$2,000.00

SCHEMATIC DESIGN:

This task will involve the transformation of the programming task into schematic bubble diagrams of various levels of park development alternatives (3). All developed alternatives will be consistent with the findings and conclusion of the site analysis task. Following public input the preferred alternative will be refined with inclusion of comments and concerns addressed. COST: \$3,800.00

COST ESTIMATES:

JGM will provide cost estimates for each of the schematic design alternatives, the refined preferred alternative and the final master plan. The estimates will be based on the "level of completeness" of each of the various tasks. COST \$2,000.00

FINAL MASTER PLAN:

This task will transform the refined preferred schematic alternative into a representative plan drawing. The drawing would depict the intended park uses in scale and located upon the site in their constructed or conserved manner. Additional sections, sketches or detailed plans will be provided as required to depict and explain the design and master planning process. COST: \$6,000.00

Mr. Lynn Stokesbary

Page Three  
October 2, 1985

FINAL REPORT:

This task would involve the compilation of all of the aforementioned tasks into a concise and easily read account of the planning process. The report will be brief and presented in a simple format without multi-color graphics. The goal of the report is to produce a sufficient quantity of the documents to gain and hold community support in an effective manner at modest expense.

COSTS: FEE \$2,000.00      ESTIMATE OF PRINTING COST: \$3,000.00

These tasks, descriptions and associated fees are described in the order of their occurrence on our preliminary project schedule and fee estimate dated September, 1985. (See enclosure.)

JGM will supply graphic materials in color as required to portray the design teams findings and analysis and to reflect community input as we progress through the process. The scale and quality of these materials will be chosen with the realization that they will also be included at a greatly reduced size, in the final report.

Please call me if you have any questions regarding these matters.

Sincerely,

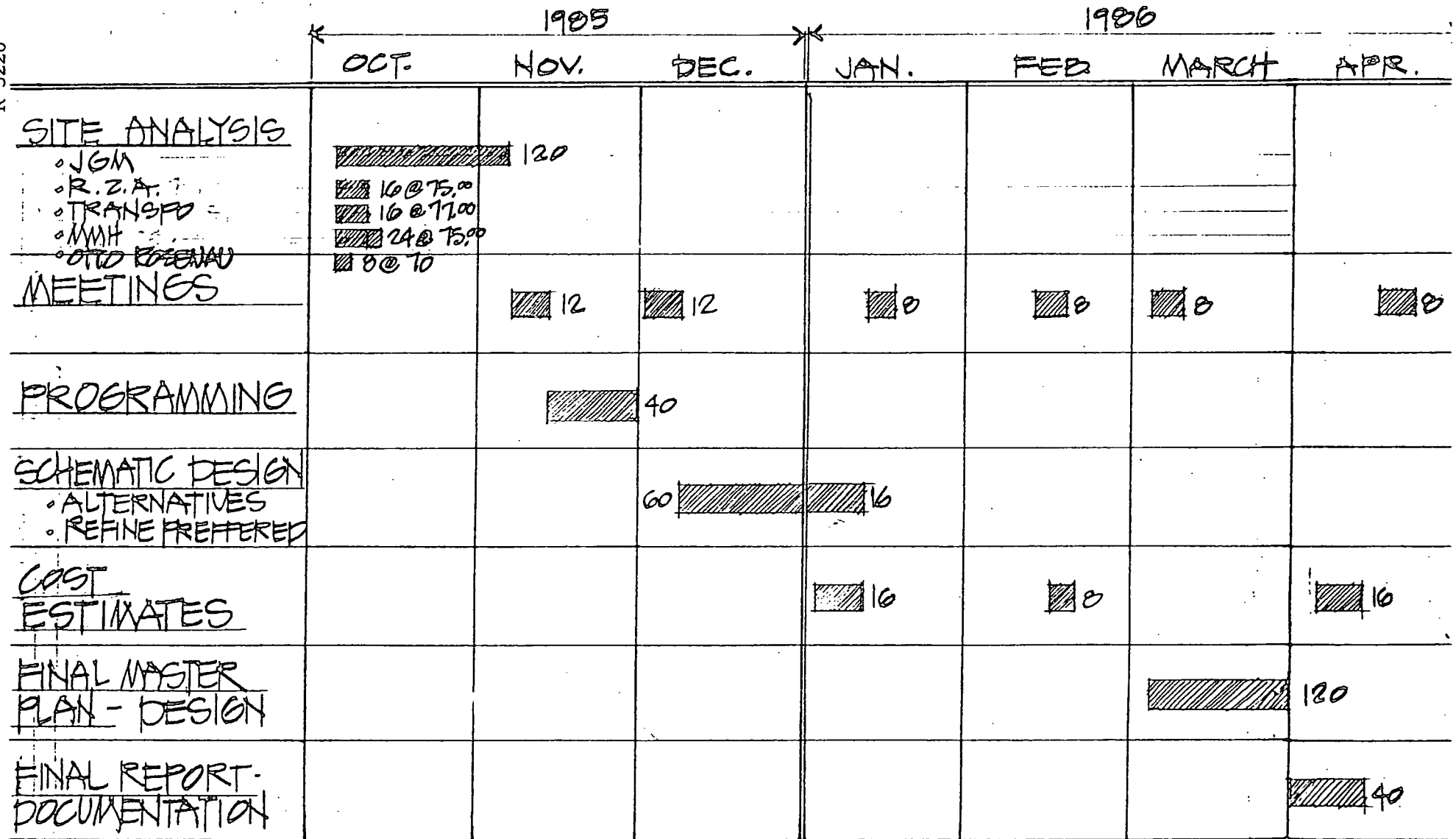
JONGE LIAN/GERRARD/McNEAL

  
David McNeal, ASLA

DMcN:vl

Enclosure - 1

R-3220



1985 CONSULTANTS FEES (EST.)

JGM: 244 hrs. @ 50. = 12,200.  
 Subconsultants: 4,800.  
**\$17,000.00**

1986 CONSULTANTS FEES (EST.)

JGM: 248 hrs. @ 50. = 12,400  
 Printing: - estimate 3,000  
**\$15,400.**

**TOTAL ESTIMATED FEES 1985/86: \$32,400.00**