

AGREEMENT FOR PREPARATION OF WETLAND/STREAM STUDIES

FOR BRIDLESTONE ESTATE, 4630 116th AVE NE

Andrew C. Zinniger, KLN Const, hereinafter referred to as "Proponent," and the City of Kirkland, hereinafter referred to as "City," agree and contract as follows:

- I. The City's Planning Official has determined that a wetland and stream may exist on or near the subject property, pursuant to Kirkland Zoning Code Section 90.40, Wetland Determination and 90.85, Stream Determination, and/or the City's SEPA review authority.
- II. The City is to direct and supervise preparation and finalization of wetland/stream studies to describe the items in Zoning Code Section 90.60 Wetland Buffer Modification, 90.55 Wetland Modification, 90.45.3 Storm Water Outfalls and/or as identified in the attached Task Authorization. The studies will be completed by an independent consultant, The Watershed Company, hereinafter referred to as "Consultant," according to the terms of an umbrella contract, available from the City for review by the Proponent.
- IIB. Paragraph IIB shall be applicable while the Proponent's application is pending or throughout the life of this contract, whichever is later. The work of the Consultant and the aforementioned studies are for the purpose of providing the City with information and analysis, independent from the Proponent and the owner of the subject property. To that end, the Proponent shall refrain from entering into any agreement for any other services with the Consultant with respect to the subject property. In addition, the Proponent shall refrain from entering into any other agreement with the Consultant for services with respect to other property or proposed developments without full disclosure thereof to the City. The Proponent specifically agrees not to communicate with the Consultant, except for such communication as may be necessary for the Consultant to carry out the performance of this Agreement. Any such communication between the Proponent and Consultant shall be carried on only in the presence of or with the prior approval of the City.
- III. The Proponent agrees to pay to the City in the manner set forth in Section VI below, the reasonable costs of having the aforementioned studies prepared. Proponent understands and agrees to pay the City for services, costs, and expenses in accordance with the scope of services set forth in the attachment hereto, provided, however, that the total amount for preparation of the aforementioned studies shall not exceed the sum of \$2,567.50.
Proponent agrees to disbursement from time to time of funds on deposit in said account to pay for Consultant services covered by the Agreement. Disbursement will typically be made by the City on a monthly basis for payment of Consultant's invoices for services and costs. The City will provide the Proponent a description of services rendered and a project progress report.
- IV. The Proponent agrees to cooperate reasonably with both the City and the Consultant so as to cause the efficient and prompt preparation of the aforementioned studies. The Proponent agrees that the City will make available to the Consultant all relevant information in the City's files.
- V. The scope of services contemplated by this Agreement shall include preparation of aforementioned studies which shall be delivered to the City and available to the Proponent, as attached herein.
- VI. Proponent will, within ten days of the signing of this Agreement:
Deposit with the City of Kirkland funds sufficient to pay for the cost of preparation of the aforementioned studies. If the Proponent fails to deposit such funds with the City within the required ten (10) days, this Agreement shall terminate.

- VII. The Proponent agrees that the aforementioned studies and all supporting material submitted by the Consultant in the course of performing services under this Agreement shall be, in the hands of the City of Kirkland, public domain, and not subject to copyright.
- VIII. Unless otherwise specified within this Agreement, this proposal shall be governed by the laws of the City of Kirkland and the State of Washington.
- IX. The parties' intent is that The Watershed Company, serve as an independent consultant. No agent, employee, or representative of the Consultant shall be deemed to be an employee, agent, or representative of the City or Proponent for any purpose.
- X. In the event that there is, in the City's opinion, the need for additional studies or further work on the aforementioned report beyond the scope of services attached herein, the City shall obtain from the Consultant an estimate of the total added costs and seek Proponent's written approval which shall not be unreasonably withheld.
- XI. Proponent agrees to be responsible for any negligent or intentional acts or omissions on the part of Proponent or agents or employees in the performance of this Agreement, in the event of any claim, suit, or action.
- XII. The City reserves the right to suspend or terminate this Agreement on ten (10) days written notice to the Proponent. If terminated or suspended, Consultant shall be entitled to receive reasonable compensation for services rendered to the date of termination or suspension.
- XIII. The Proponent reserves the right to suspend or terminate this Agreement on ten (10) Days written notice to the City, and withdrawal of all related zoning, subdivision, and/or shoreline permit applications. If terminated or suspended, Consultant shall be entitled to receive reasonable compensation for services rendered to the date of termination or suspension.

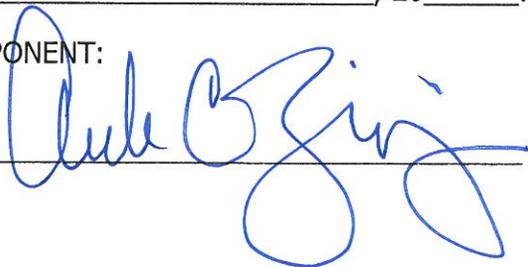
Attachment: Task Authorization describing the scope of work

EXECUTED by the parties hereto this 26th day of June, 2015.

CITY OF KIRKLAND:

PROPONENT:

By: 
 Eric R. Shields, Director
 Planning and Community Development

By: 

* Kurt Triplett, City Manager

*If more than \$50,000