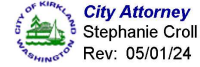




## **Professional Services Agreement Structural Plan and Calculation Review**



The City of Kirkland, Washington, a municipal corporation ("City") and Reid Middleton, whose address is 728 134th St SW #200, Everett, WA 98204 ("Consultant"), in consideration of the mutual benefits and conditions set forth below, agree and contract as follows.

### **I. SERVICES BY CONSULTANT**

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement.
- B. All services and duties shall be conducted and performed diligently, completely, and in accordance with the professional standards of conduct and performance ordinarily provided by members of the same profession practicing in the same locality under the same or similar circumstances and during the same time.

### **II. COMPENSATION**

- A. The total compensation to be paid to Consultant for these services shall be based on project-specific task authorizations based on the negotiated number of hours per task order at the hourly rates as detailed in Attachment B to this Agreement.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### **III. GENERAL ADMINISTRATION AND MANAGEMENT**

The Building Official for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

#### **IV. COMPLETION DATE**

The estimated completion date for the Consultant's performance of the services specified in Section I shall follow the City's published permit target review times. For purposes of paying final invoices and finalizing services, this contract expires on September 11, 2025.

Consultant will diligently proceed with the services contracted for, but Consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

#### **V. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, including chapter 42.56 RCW.

The Consultant will, at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of six years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

## **VI. TERMINATION OF AGREEMENT**

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

## **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

## **VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

## **IX. HOLD HARMLESS/INDEMNIFICATION**

- A. To the greatest extent allowed by law the Consultant shall defend, indemnify, and hold the City and its officers, officials, employees, and volunteers (together "Indemnified Parties") harmless from any and all claims, injuries, damages, losses or suits (including reimbursement of reasonable attorney fees and costs), arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnified Parties. With regard to any claim alleging Consultant's negligent performance of professional services, the duty to defend provided in this paragraph is limited to the reimbursement of reasonable defense costs (including attorney

and expert witness fees and expenses) in proportion to the liability of the Consultant and Consultant's agents and subcontractors.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Indemnified Parties, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, Washington's industrial insurance law, solely for the purpose of this indemnification and solely for claims against the City by Consultant's employees. This waiver has been mutually negotiated by the parties.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

## **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Consultant and/or its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or to otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Scope and Amounts of Insurance.** Consultant shall obtain and maintain insurance of the types and limits described below:

1. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
  - a. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  - a. Automobile Liability insurance shall be written with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington
4. Professional Liability insurance appropriate to the Consultant's profession.

- a. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for the services with written notice of any policy cancellation, within two business days of their receipt of such notice.

**C. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**D. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before the commencement of the services.

**E. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**F. City Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with chapter 7.02 of the Kirkland Municipal Code.

**XII. FUTURE SUPPORT**

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

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

**XVI. NON-ENDORSEMENT**

As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City.

**XVII. NON-COLLUSION**

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

**XVIII. WAIVER**

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

**XIX. ASSIGNMENT AND SUBCONTRACT**

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**XX. DEBARMENT**

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

**XXI. GOVERNING LAW AND VENUE**

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

**XXII. DISPUTE RESOLUTION**

All claims, counterclaims, disputes, and other matters in question between City and Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such determination.

**XXI. SEVERABILITY**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**XXIII. EFFECTIVE DATE**

This Agreement shall be deemed effective upon signature by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

Signature: *Paul Crocker*  
Paul Crocker (May 13, 2024 13:28 PDT)

Printed Name: Paul Crocker

Title: Director, Structural Engineering

Date: May 13, 2024

CITY OF KIRKLAND:

Signature: *Julie Underwood*  
Julie Underwood (May 20, 2024 15:39 PDT)

Printed Name: Julie Underwood

Title: Deputy City of Manager of Operations

Date: May 20, 2024

## **EXHIBIT A**

### **Scope of Services**

At the request of the City, the qualified firms will work with project plan reviewers, providing structural plan and calculation review support services for the review of building permits:

1. Plan review of an applicant's structural plans and calculations.
2. Providing a timely, accurate, and detailed response to unexpected as well as regularly scheduled requests for service.
3. Working collaboratively in a regulatory environment with other City departments, other regulatory agencies, interest groups, and permit applicants.
4. Attending project meetings as requested by City staff.
5. Other review and analysis as requested by City staff.



**EXHIBIT B**

**Schedule of Charges**

Effective July 1, 2023 through June 30, 2024

**I. Personnel Hourly Rate**

Principal .....	\$250.00 - \$ 290.00
Associate Principal/Principal Engineer/Principal Planner/Principal Surveyor ..	\$230.00 - \$ 260.00
Associate .....	\$210.00 - \$ 230.00
Senior Engineer/Senior Planner/Senior Surveyor .....	\$190.00 - \$ 210.00
Senior Designer .....	\$180.00 - \$ 190.00
Project Engineer/Project Designer/Project Surveyor/Project Planner .....	\$170.00 - \$ 190.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II .....	\$150.00 - \$ 170.00
Designer I/Planner/CAD Technician II .....	\$140.00 - \$ 150.00
Project Administrator .....	\$130.00 - \$ 140.00
CAD Technician I/Survey Technician/Technician/Technical Writer I .....	\$105.00 - \$ 130.00
Survey Crew (1 Person/RTK/Robotic/Scanning) .....	\$157.00
Survey Crew (2 Person/RTK/Robotic/Scanning) .....	\$215.00
Survey Crew (3 Person/ RTK/Robotic/Scanning).....	\$269.00

Expert Witness/Forensic Engineering ..... 1.5 times usual hourly rate (4 hour minimum)  
Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

**II. Equipment Rate**

Design Software/Computer Aided Drafting .....	\$12.00/hour
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**III. Reimbursable Expenses**

Local Mileage - Automobile .....	\$0.655/mile
Local Mileage - Survey Truck .....	\$0.655/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

**IV. Client Advances**

Unless the parties agree otherwise in writing, charges for the following items shall be paid by the

client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.

# Contract Entry Checklist (City of Kirkland Use Only)



Submitted on	19 April 2024, 4:55pm
Receipt number	39
Related form version	5

## BASIC INFORMATION

Department Code	50 - PLANNING AND BUILDING
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In order to expedite the contract entry process, the following is a list of items are needed before we can enter a contract into Munis. Please fill out as much information as possible. Some fields are required, so you won't be able to submit the form until all required fields are completed. All documents must be submitted before admin can upload it to Munis. No routing will begin until all documents are received. Please review our [department contract procedures](#) for additional information.

*Department Contract Lead: Prins Cowin*

Is this a New Contract or an Amendment/Change Order?	New Contract
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Title for New Contract or Amendment/Change Order (Contract Name)	Licensed engineers for permit structural review
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Contract/Amendment Type	PSA - Professional Service Agreement
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Additional Information about this Contract/Amendment for Workflow Approvers	N/A
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Email Address of User Completing this Form	pdesantiago@kirklandwa.gov
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Supervisor/Manager/Director that Approved this Contract or Amendment	Angela Haupt
--	--------------

Does this Contract/Amendment Include Computer Hardware/Software/SaaS Solution?	No
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Professional Service Agreements (PSA) must note:

1. Vendor will invoice monthly. Invoices should list details of the work done, and number of hours worked.
2. Require vendors to track the expiration dates of their contracts, and agree to request amendments if their work may continue past the initial expiration date.

Note: Vendors working on multiple projects (geotechnical, environmental, structural review consultants) should submit monthly invoices with a main summary page plus individual, detailed invoices with separate invoice numbers for each project. ([Sample invoice for vendors working on multiple projects.](#))

Is this a Standard/Template Contract or Amendment/Change Order?	Yes
---	-----

Did you discuss this Contract or Amendment with CAO? Explain.	standard/template contract
---	----------------------------

Notary Required?	No
City Staff Project Manager/Administrator	Angela Haupt
Effective Start Date (date contract goes into effect)	09/11/2023
Expected Completion Date (date contract expires)	09/11/2025

## VENDOR INFORMATION

If you are using an existing vendor or new vendor, you must request they provide a Certificate of Insurance and Insurance Endorsements listing the **City of Kirkland** as an additional insured and the project name. [Sample: Certificate of Insurance](#) [Sample: Insurance Endorsements](#)

Is this a New Vendor? (never worked for the City before)	Yes
Vendor Contact Name	Paul Crocker
Vendor Contact Phone Number	425-741-3800
Vendor Signatory Full Name	Paul Crocker
Vendor Signatory Phone Number	425-741-3800
Vendor Signatory Email for AdobeSign Routing	pcrocker@reidmiddleton.com
Vendor Invoice Remittance Address	728 134th St. SW #200, Everett, WA 98204

## CONTRACT FINANCIAL INFORMATION

Is there Budget for this Contract/Amendment? Is a Budget Adjustment needed? Please explain.	Contract Amount: \$350,000.00
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Parent Project Number (if applicable)

Project String/Project Account (if applicable)

### Amount Detail

Item 1	<b>Budget Year</b> 2024
	<b>Org Number</b>
	<b>Object Number</b>
	<b>Amount</b> 350,000
	<b>Tax Percent</b> 0

	<b>Item Total Amount</b> \$350,000.00
<b>This Contract Total</b>	\$350,000.00
<b>OMWBE Firm? (Certified by the Office of Minority and Women's Business Enterprises)</b>	N/A or Unknown
<b>Procurement Process</b>	RFP or RFQ (include Job # below in Other)
<b>Notes</b>	

## REQUIRED DOCUMENTS

### Documents or Tasks Required to Route the Contract/Amendment:

- \* Contract/Amendment Documents including Attachments and Exhibits
- \* If Hardware or Software: IT Vendor Network Access Agreement; IT Non-Disclosure Agreement; and/or IT Cloud Vendor Security Agreement (as determined by IT)
- \* Certificate of Liability Insurance listing the City of Kirkland as an additional insured and the project name
- \* Insurance Endorsements listing City of Kirkland as additional insured and the project name
- \* W9 or DRS (individuals) form if using a new vendor
- \* Business License must be approved before entering into Munis.
- \* Contract selection documents (RFP/RFQ, Small Works Roster, etc.)

### Upload all Documents:

[REVISED\\_Reid Middleton Contract 32400126\\_4-8-2024.pdf](#)  
[Structural RFQ\\_Reid Middleton\\_11-17-2023.pdf](#)  
[W9\\_Reid Middleton\\_11-17-2023.pdf](#)  
[UPDATED\\_Certificate of Insurance\\_Reid Middleton Inc\\_1-08-2024.pdf](#)

### Email Address of PB Contract Lead to send this Checklist to:

PCowin@kirklandwa.gov

### Email Address of IT Contract Lead to send this Checklist to:

DGiles@kirklandwa.gov

## CONTRACT APPROVALS AND SIGNATURES

This is a New Contract.

**New Contract Total:** \$350,000.00

### Munis Approvals

- **City Attorney Approval** for Contracts over \$0.01
- **Finance Director Approval** if  $\geq$ \$75,000.

### AdobeSign Approvals and Signatures

- **Vendor Signature** for All Contracts.
- **Department Director Approval only** for  $\geq$ \$75,000
- **City Manager Signature** for  $\geq$ \$75,000

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Once you submit this form, a copy will be emailed to your department Contract Lead who will enter the contract into Munis for approval routing. A copy will also be emailed to you. A success message will pop up and you can click the link to download a copy of this form to keep for your records.