



PROFESSIONAL SERVICES AGREEMENT

PSA 6/30/2020

SDC1290000 – Inspection Services – NE Juanita Drive Storm Drain Failure Near
86th Ave NE



City Attorney
Stephanie Croll
Rev: 05/30/24

The City of Kirkland, Washington, a municipal corporation ("City") and Krazan & Associates of Washington, Inc. whose address is 825 Center Street, Suite A, Tacoma, WA 98409 ("Consultant"), agree and contract as follows.

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed **\$50,609.60**, as detailed in Attachment B.
- 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 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. 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.

IV. 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, Chapter 42.56 RCW

The Consultant shall 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 as 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 seven 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.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Project Engineer 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.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is 07/31/2025.

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.

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

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification.

This waiver has been mutually negotiated by the parties. 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 which may arise from or in connection with the performance of the work hereunder by the Consultant, 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 the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. 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.
2. 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.
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.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. 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 this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

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

E. 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 commencement of the services.

F. 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.

G. 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 Kirkland Municipal Code Chapter 7.02.

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 of 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.

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

CONSULTANT:

Signature: Jeffrey S Mercer
Jeffrey S Mercer (May 31, 2024 11:29 PDT)

Printed Name: Jeffrey S Mercer

Title: Operations Manager

Date: May 31, 2024

CITY OF KIRKLAND:

Signature: Truc Dever
Truc Dever (May 31, 2024 11:34 PDT)

Printed Name: Truc Dever

(Type City Staff Name)

Title: Interim Public Works Director

Date: May 31, 2024



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION

May 8, 2024

KA Proposal No. T24238WALR4

Page 1 of 3

Mr. Alejandro Trujillo, P.E.

CITY OF KIRKLAND
123 Fifth Avenue
Kirkland, WA 98033-6189

Tel: (425) 587-3817

E-Mail: atrujillo@kirklandwa.gov

RE: REVISED PROPOSAL FOR CONSTRUCTION TESTING AND INSPECTION SERVICES
Proposed Project: NE Juanita Drive & 86th Avenue Storm Improvements
Kirkland, Washington

Dear Mr. Trujillo:

Krazan & Associates of Washington, Inc., dba Krazan & Associates, Inc. appreciates the opportunity to submit this revised proposal for construction management, and testing and inspection services for the NE Juanita Drive & 86th Avenue Storm Improvements project. This revised proposal was prepared in response to City comments addressing the need to comply with Prevailing Wage requirements for our inspection and materials testing staff on the subject project.

Krazan is certified by the Washington Association of Building Officials (WABO) and American Association of State Highway and Transportation Officials (AASHTO) with in house geotechnical and environmental engineering capabilities. Our testing/inspection capabilities in conjunction with our geotechnical engineering capabilities allow us to provide our client a single source for inspection and consulting needs.

We take pride in our ability to provide quality service to our clients and feel you will be greatly pleased with the selection of our firm. On the following pages we present our anticipated scope of work, hourly and unit rates and an estimate of the cost of our services. We understand that it is the City's intension to contract for these services using the City of Kirkland Professional Services Agreement, PSA 6/30/2020.

We understand that a Professional services Agreement will be issued by the City of Kirkland for the inspection and testing services.

Again, we appreciate the opportunity to provide you with services on this project. If you have any questions, or if we can be of further assistance, please do not hesitate to call our office at (425) 485-5519.

Respectfully submitted,

KRAZAN & ASSOCIATES OF WASHINGTON, INC.
DBA KRAZAN & ASSOCIATES, INC.

Jeffrey S. Mercer
Operations Manager
E-Mail: jeffmercercer@krazan.com

Attachments: Attachment A – Budget Estimate

Offices Serving The Western United States

PROJECT DESCRIPTION

The project as we understand it consists of the installation of approximately 410 linear feet of 8-inch diameter underdrain pipe and 300 lineal feet of 12-inch storm system conveyance pipe, as well as catch basins, and new roadway pavement.

SCOPE OF WORK

The Scope of Work listed below is based on our review of the plans dated 2/5/24. Geotechnical recommendations are to be provided by others.

Inspection Services – The inspector assigned to this project will oversee and direct the contractor’s daily activities on the project which may include project photos, progress payments and estimate quantities, punch lists, recorded drawings, and test reports. The inspector will perform the following duties: attend preconstruction meeting (estimated for 5/28/2024), review plans/specifications and visit the site, assist City in the investigation of malfunctions or failures observed during construction, notify Contractor of work found in noncompliance with the design plans and specifications, advise City of cost impact, schedule, and quality/scope issues, review materials delivered to the site to review compliance with approved submittals, provide inspection for all aspects of the of the construction activity to review Contractor compliance with the contract plans and specifications, submit verification of all material quantities to the City of Kirkland, monitor Contractor’s traffic control operations to review compliance with City approved Traffic Control Plan and coordinate with City and Contractor on compliance, follow Policy G-3 Construction Document Requirements to supplement the Contractor’s redlines, and prepare final punch list. Deliverables shall include: preconstruction photos, digital files; monthly invoices and progress reports; inspector daily reports (submitted on a weekly basis); Field Note Records and Daily Reports of Force Account Work; weekly tabulation of materials/quantities placed, including digital copies of truck tickets; construction progress photos, digital copies; review payment requests submitted by contractor – prepare monthly progress estimates for payment; Record Drawing redlines; punch lists, and Test Reports. Once the project has started, Krazan’s inspector will be on the site on a full time (8 hours per day) basis for a planned period of 40 work days.

Soil Compaction Testing – The inspector will periodically observe and monitor placement and compaction of all structural fills during mass grading of site / in building pad / pavement areas. In-place soil densities and moisture contents will be measured using a nuclear densometer to check for compliance with the compaction specifications. Representative samples of the fill soils will be collected for laboratory testing. Samples of on-site and import fill soils will be tested in accordance with ASTM D1557 (Modified Proctor) to determine the maximum compacted unit weight and optimum soil moisture content for use in compaction testing. Additional testing of the soils samples to confirm compliance with the required physical properties may include: Sieve Analysis (coarse and fine); Atterberg Limits; Hydrometer; Sand Equivalent; CBR; Organic Content. Specific tests that are anticipated to be performed are listed in the Budget Estimate.

Asphalt Compaction Testing – The inspector will continuously witness placement of hot mixed asphaltic concrete to verify adherence to project specifications for each type of asphalt used. The inspector will record ambient and asphalt temperature and results of in place compaction testing using a nuclear densometer. Krazan will use contractor provided mix design for rice value for this project.

FEE STRUCTURE

We will perform the services listed above on a time and material basis in accordance with the rates presented in Attachment A and our 2024 standard rate schedule. Based on the scope of work described in this proposal and our experience with similar projects, Krazan estimates the costs for testing and inspection services to be about **\$50,609.60**. A detailed breakdown of this cost estimate is attached as Attachment A. The rates provided in Attachment A reflects the project requirements for prevailing wage billing rates, including full time inspector, and materials tester.

Costs for construction testing and inspection services are highly dependent on contractor's schedule; weather, overlapping of work, additional inspections required by the building official and other factors. Krazan does not control the work or production rate. Actual costs will vary due to the frequency of scheduling by others. Therefore, the quantities listed in our cost estimate should be considered approximate. **The estimate provided herein does not imply a lump sum fee, not-to-exceed fee or a guaranteed maximum price. Work for this project will be billed on a Time and Materials Basis.** Consistent with good engineering practice, we will work with the contractor to keep inspection costs at a minimum. If provided with a construction schedule this cost estimate can be further refined and quantified.

COORDINATION

Once the project has started and Krazan's full time inspector is on site, the City will not be required to schedule testing services for this project. The Krazan inspector will be responsible for scheduling on the required materials testing services.

CONDITIONS

1. All concrete samples will be cast in 4-inch diameter x 8-inch high molds unless otherwise agreed.
2. Additional samples for contractor convenience testing and/or field cure samples are not included in this estimate.

BILLING BASIS OF CHARGES

Billing Increments. A four (4) hour minimum, portal to portal charge per call, applies to all Consultants services. Services beyond the initial minimum billing increment will be billed in increments of one (1) hour thereafter for each day's Services for each assigned technician.

Premium Time and Overtime Services. It is not expected that work will need to be performed on either a premium or an overtime basis. However, should the contractor's schedule require the presence of our inspector, or our inspector and materials tester, either during premium time hours or on an overtime basis, our inspector will notify the City and request written authorization to proceed on the premium or overtime basis.

Overtime. Services rendered in excess of 8 hours on any weekday and up to 8 hours on Saturdays will be billed at one and one-half times (x 1.5) the Standard hourly rate. Services rendered in excess of 12 hours on any weekday, in excess of 8 hours on a Saturday, on Holidays or Sundays will be billed at double (x 2) the Standard hourly rate.

COST-OF-LIVING ADJUSTMENT

The rates presented are valid through December 31, 2024. The rates presented in this proposal and our annual fee schedule are subject to an annual cost of living increase of 5 percent, effective January 1, 2025.

ATTACHMENT B**BUDGET ESTIMATE****NE Juanita Drive & 86th Avenue Storm Improvements**

NE Juanita Drive & 86th Avenue

Kirkland, Washington

CONSTRUCTION MANAGEMENT				
Description	Visits	Units	Rate	Cost
Inspection Services	40	320 hours	\$125.00	\$40,000.00
Mileage (22 miles round trip)	40	880 miles	\$0.65	\$572.00
Report Preparation (0.5 hour per report)	N/A	20 hours	\$65.00	\$1,300.00
Project Management	N/A	25 hours	\$125.00	\$3,125.00
Subtotal for Construction Management				\$44,997.00
SPECIAL INSPECTIONS				
Description	Visits	Units	Rate	Cost
Soil / Asphalt Compaction Testing	7	42 hours	\$90.00	\$3,780.00
Proctor Value	N/A	2 each	\$275.00	\$550.00
Sieve Analysis	N/A	1 each	\$150.00	\$150.00
Sand Equivalent	N/A	1 each	\$150.00	\$150.00
Moisture Content	N/A	1 each	\$30.00	\$30.00
Mileage (22 miles round trip)	7	154 miles	\$0.65	\$100.10
Report Preparation (0.5 hour per report)	N/A	3.5 hours	\$65.00	\$227.50
Project Management	N/A	5 hours	\$125.00	\$625.00
Subtotal for Special Inspections				\$5,612.60
TOTAL				\$50,609.60

Estimate of Fees

This cost estimate is based on the scope of work and assumptions outlined in our proposal number T24238WALR4 dated May 8, 2024 which are inclusive by reference. These rates are valid through December 31, 2024 and are subject to a 5% cost of living increased January 1, 2025. Client must recognize that construction materials testing and inspection services are highly dependent on the Contractors' schedules and production of their work, weather, overlapping of work and many other factors, which can influence the successful completion of our Services within the estimated cost. Therefore the quantities listed in our cost estimate should be considered approximate. The estimate provided above does not imply a lump sum fee, not-to-exceed fee or guaranteed maximum price for all Services ultimately required. This cost estimate does not include costs for services provide on an overtime or premium time basis, retests, or change in conditions or schedule. **Work for this project will be billed on a Time and Materials Basis.**

Scheduling

The City will not be scheduling testing services for this project. The Krazan inspector will be on-site full-time and will determine the schedule of testing in-house.

Billing Basis of Charges

Billing Increments. A four (4) hour minimum, portal to portal charge per call, applies to all Consultants services. Services beyond the initial minimum billing increment will be billed in increments of one (1) hour thereafter for each day's Services for each assigned technician.

Overtime. It is Krazan's understanding that overtime will not be needed on this project. Any Premium time (overtime or weekend work) must be approved by the city.

Krazan Associates, Inc.

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