



PROFESSIONAL SERVICES AGREEMENT PSA 6/30/2020



The City of Kirkland, Washington, a municipal corporation ("City") and _Olympic Environmental Resources (OER)_, whose address is _4715 SW Walker Street Seattle WA 98116_____ ("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 \$51,806.08, as detailed in Attachment A.
- 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 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 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 Solid Waste Lead _____ 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 12/31/2025.

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

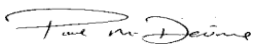
The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

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: Olympic Environmental Resources CITY OF KIRKLAND:

Signature: 

Printed Name: Paul M Devine

Title: Owner/General Manager

Date: February 6, 2025

Signature:  Truc Dever (Feb 7, 2025 08:30 PST)

Printed Name: Truc Dever
(Type City Staff Name)

Title: Public Works Director

Date: Feb 7, 2025

**CITY OF KIRKLAND
OLYMPIC ENVIRONMENTAL RESOURCES
2025 SCOPE OF WORK AND BUDGET**

Task 1: Two Kirkland 2025 Recycling Collection Events

1) Project Title

2025 Kirkland Recycling Collection Events - two events

2) Project Schedule

Planning and Implementation: January 1 - December 31, 2025
Event Dates: A Saturday or Sunday in Spring and Fall, 2025
Hours: 9 AM to 3 PM

3) Event Location:

Lake Washington Institute of Technology parking lot or other suitable location in Kirkland.

4) Project Coordinator

Paul Devine
General Manager
Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116
Phone: (206) 938-8262
Email – PaulDevine@MSN.com

5) Project Activities

OER wishes to involve the City staff at the level most comfortable for the City. OER will meet with the City of Kirkland staff at any time during the project for updates on activities or will pursue activities independently if desired by the City.

Task 1: Recycling Collection Event Planning and Implementation

OER staff will work with Kirkland staff and Lake Washington Institute of Technology staff to schedule recycling collection events in 2025. Consistent with past years, OER proposes keeping events in the spring and/or fall (April/May and October/November). All the materials listed below will be collected at least once and others may be collected twice - depending on funds available. Events shall be held on dates mutually agreed upon and are subject to the availability of the event venue, with at least one event in 2025. Events will be coordinated through the City of Kirkland with the King County Solid Waste Division, the King County Public Health Department, and the Washington State Department of Ecology and will be carried out in accordance with the grant scopes of work submitted to the granting agencies. After each

event, OER will prepare a MRW COLLECTION EVENTS/MOBILE COLLECTIONS ANNUAL REPORT as required by the grant agencies.

OER shall designate an Event Manager who shall be on-site at all times during each event to, at a minimum, manage the event set-up and break-down; supervise traffic control, event staff, and vendors; respond to participant complaints; and ensure vendor compliance with applicable safety and environmental regulations. The Event Manager's name and contact information shall be provided to the City before each event. At the City's request, OER shall distribute education and outreach materials and customer surveys developed and printed at the City's expense to event participants upon entry to the event site. OER shall be given at least two weeks' notice if the City wishes to distribute customer surveys.

Specific planning and implementation information to be provided by the Consultant and subject to the approval of the City prior to each event shall include, but is not limited to:

- Event location
- Event hours
- Detailed map of the event layout
- Detailed map of traffic control plan
- Event signage and placement of signs
- List of accepted and not-accepted items
- Vendors and service providers
- Contracted traffic control
- Spill management plan

At events the following materials will be collected and recycled:

Scrap metal, Appliances, Electronic equipment*
Printers and Copiers*
Batteries (household) – AAAA, AAA, AA, A, C, D cell, rechargeable, and cell phone
Batteries (lead acid) – Car, truck, boat, and motorcycle
CFC appliances(refrigerators, freezers, air conditioners, dehumidifiers)*
Confidential material shredding - four box limit
Expanded polystyrene blocks (Styrofoam), packing peanuts*
Mattresses and box springs*
Porcelain toilets, sinks, and tubs*
Propane tanks – Residential and camping*
Tires – Passenger and truck*
Latex Paint
Oil, oil filters, and antifreeze**
Scrap wood/bulky yard debris (limit two loads per resident)

*User fees may apply to the collection of these items.

** **Will be collected if service provider and budget funding is available.**

OER shall ensure that all collected materials are properly recycled or reused. OER and event subcontractors will be responsible for evaluating materials for acceptance and have the right to refuse any materials deemed to be unacceptable.

OER will provide the City with an event report containing information to include, but not limited to, participation statistics, volume of each material collected in pounds and per unit, the event cost by

budget category, staff timesheets, copies of event expense receipts, and the number of customers surveys and education and outreach materials distributed (if any).

6) Event Participants

A) Events are intended for the residents of Kirkland.

B) No flatbeds or dump trucks allowed. Oversized, commercial, or contaminated loads may be refused.

C) OER and event subcontractors are responsible for evaluating materials for acceptance and reserves the right to refuse any materials deemed to be unacceptable.

7) Promotion

A) Event promotion:

1) In 2025, events will be promoted with flyers distributed electronically and through social media by the City of Kirkland. OER will assist the City with developing and editing of electronic flyers for City residents.

8) Project Reporting

A) OER will provide the following information to the City within thirty days of the events:

1) The number of participating vehicles at the entrance to the events

2) The volume of each material collected and diverted from the waste stream in the appropriate unit

3) Actual event cost by budget category

4) Copies of event expense receipts, the number of customers surveys (if taken), and education and outreach materials distributed.

9) 2025 Project Budget

Funding Sources

Local Hazardous Waste Management Program Grant	\$11,806.08
Ecology Local Solid Waste Financial Assistant Grant	\$40,000.00

Total Budget:	\$51,806.08
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2025 Recycling Collection Events Planning and Implementation Budget - \$51,806.08

Estimated Costs	2025	TOTAL
Collection/Hauling Costs		
Wood Waste	\$1,600.00	\$1,600.00
Scrap Metal, Appliances, Electronics	\$5,500.00	\$5,500.00
Tires*	\$1,500.00	\$1,500.00
Used Oil/Filters/Antifreeze	\$0.00	\$0.00
Batteries	\$2,500.00	\$2,500.00
Styrofoam*	\$2,700.00	\$2,700.00
Paper Shredding	\$1,300.00	\$1,300.00
Latex Paint*	\$0.00	\$0.00
Toilets/Sinks*	\$0.00	\$0.00
Propane Tanks*	\$0.00	\$0.00
Mattresses/Box Springs*	\$0.00	\$0.00
CFC Appliances*	\$0.00	\$0.00
Printers and Copiers*	\$0.00	\$0.00
Site - Rentals	\$800.00	\$800.00
Expenses - rentals**	\$2,200.00	\$2,200.00
Expenses - mileage	\$306.08	\$306.08
Management/Staffing/Administration	\$25,900.00	\$25,900.00
Event Staff Costs	\$7,500.00	\$7,500.00
TOTAL***	\$51,806.08	\$51,806.08

*This item has a user fee.

**This includes the rental of backhoes and portable toilets.

***OER may transfer funds unused in one category to overruns in a second category.

Please note: Per discussions with Kirkland staff and the Kirkland Finance Department, it is understood that the two grants listed in the RFP will not fully cover event costs. Some City funds will be needed to provided after each event.

The project budget will incorporate funds available from the Seattle-King County Health Department and WA State Department of Ecology. OER will cover all event expenses as they arise, such as the costs for staffing and vendor services. OER will request reimbursement for staff time and expenses on a monthly basis. OER will assist the City in requesting reimbursement for event costs from the Seattle-King County Health Department and WA State Department of Ecology as needed.