



## **PROFESSIONAL SERVICES AGREEMENT PSA 12/1/2023**

---

The City of Kirkland, Washington, a municipal corporation ("City") and AAR Testing and Inspection, Inc., whose address is 7126 180<sup>th</sup> Ave NE #C101 Redmond, WA 98052 ("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 \$65,598.00, 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 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 December 31<sup>st</sup>, 2024.

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 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.

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

CONSULTANT:

CITY OF KIRKLAND:

Signature: Teajalam Gounden  
Teajalam Gounden (Dec 19, 2023 13:21 PST)

Signature: James Lopez  
James Lopez (Dec 20, 2023 12:17 PST)

Printed Name: Teajalam Gounden

Printed Name: James Lopez

(Type City Staff Name)

Title: President

Title: Deputy City Manager, External Affairs

Date: Dec 19, 2023

Date: Dec 20, 2023



**AAR TESTING AND INSPECTION, INC.**

7126 180th Avenue NE, Suite C101  
Redmond, WA 98052  
www.aartesting.com  
(425) 881-5812 | O

November 17, 2023

Benjamin Mahony  
City of Kirkland  
123 5th Avenue  
Kirkland, WA 98033

**Subject: Proposal to Provide Construction Inspections  
2023 Aging and Failing Infrastructure KRK48  
Kirkland, WA**

Dear Mr. Mahony:

AAR Testing and Inspection, Inc. is pleased to provide you with our services for the above-mentioned project. For your information and review, we have included proposal scope of work and cost estimate. We are prepared to commit the resources, staffing and expertise necessary for quality-oriented services. We are available to immediately start this project.

**PROJECT SUMMARY**

This project consists of a total of five sites that are planned to have cured-in-place-pipe lining (CIPP) improvements installed. The rehabilitated pipes consist of 400 linear feet of 12-inch diameter storm drainpipe and 762 linear feet of 24-inch diameter storm drainpipe. This project will also install a new catch basin Type-I inlet and upgrade several utility frames and covers.

**SCOPE OF SERVICES**

We understand that the following services will most likely be required.

**Construction Inspector**

**Fill Compaction Testing**

## **PROPOSAL REFERENCES**

Project Drawings by David Evans and Associates dated September 2023.

Email communications with Benjamin M. Mahony, Associate Project Engineer with City of Kirkland.

## **COSTS**

AAR Testing and Inspection proposes to provide our services on a time and materials basis. All inspections are based on four hours minimum portal to portal per site visit. See the attached proposal for estimated quantities and costs.

Overtime/Minimum/Rush Charges; if required, hours worked on any project in excess of eight hours per day, before 06:00 or after 18:00 hours or on weekends, will be charged at 150% of the regular hourly rate.

Our cost estimates are based on time and materials for the project. Final total cost for our scope of work is dependent upon contractors work scheduling. We have based our estimates on our experiences with similar projects. We will keep client informed of our budget as the project progresses.

## **REPORTING**

Our field personnel will provide verbal results to the project superintendent after completion of each inspection and will submit an electronic inspection report prior to leaving the site. If a deficiency exists, our inspector will notify the onsite project personnel.

## **STAFFING**

Our level of involvement is expected to be full-time/periodic depending upon the actual schedule and sequencing of construction activities. We request that services be scheduled 24 hours in advance of the time our personnel are needed at the project site. Requests made less than 24 hours in advance may require an additional fee. We are prepared to commit the resources, staffing and expertise necessary for a quality-oriented inspection program.

Inspectors for this project will be certified by the Washington Association of Building Officials (WABO), International Code Council (ICC), American Welding Society (AWS), and the American Concrete Institute (ACI). These certifications ensure the highest construction quality will be achieved by providing experienced and qualified Special Inspectors. Our staff members take pride in the work they do and are pro-active when conducting their inspections. This pro-active approach ensures that construction schedules are met and that costly delays are not incurred. We are proud of the fact that we work as a project team member and continuously work with the project team to solve any conflicts that may arise during the project.

## CLOSURE

We appreciate your consideration and look forward to working with you on this project. Authorization to proceed can be indicated by signing below and returning it to our office. If you have questions or wish to discuss any aspect of our proposal, please call at (425) 881-5812 or email the undersigned.

Sincerely,

**AAR TESTING AND INSPECTION, INC.**



Tejalam (TJ) Gounden  
President  
tgounden@aartesting.com



Thanh Kieu  
Project Manager  
thanh@aartesting.com

Attachments:            Estimated Cost Breakdown  
                                 Contract  
                                 Project Set Up Form

**ESTIMATED COST BREAKDOWN**

2023 Aging and Failing Infrastructure KRK48  
Kirkland, WA

**FIELD INSPECTION**

Special Inspection Items	Trips	Hours	Quantity	Unit	Rate	Total
Construction Inspector	90	8	720	Hour	\$85.00	\$61,200.00
Soil Compaction Testing	2	4	8	Hour	\$71.00	\$568.00

**FIELD INSPECTION SUBTOTAL**  
\$61,768.00

**MATERIALS TESTING**

Materials Testing Items	Quantity	Unit	Rate	Total
Maximum Density of Soil (Proctor)	2	Each	\$180.00	\$360.00
Sieve Analysis	2	Each	\$95.00	\$190.00

**MATERIALS TESTING SUBTOTAL**  
\$550.00

**MISCELLANEOUS**

Miscellaneous Items	Quantity	Unit	Rate	Total
Trip Charge	92	Per Trip	\$25.00	\$2,300.00
Project Administration	6	Hour	\$5.00	\$30.00
Project Management	10	Hour	\$95.00	\$950.00

**MISCELLANEOUS SUBTOTAL**  
\$3,280.00

**TOTAL ESTIMATE**  
\$65,598.00

\* Inspection and Testing quantities are based on four hour minimums per trip

**AAR TESTING AND INSPECTION, INC.**

Special Inspection and/or Materials Testing Services Agreement

---

**PARTIES**

This agreement entered in Redmond, WA, between the following below on **November 17, 2023**

City of Kirkland  
123 5th Avenue  
Kirkland, WA 98033

and

AAR Testing and Inspection Inc.  
7128 180th Avenue NE, Suite C101  
Redmond, WA 98052

Hereinafter called "Client"

hereinafter called "Consultant"

---

**PROJECT**

Client engages Consultant to provide services in connection with:

2023 Aging and Failing Infrastructure KRK48  
Kirkland, WA

---

**SCOPE OF SERVICES**

Consultant agrees to perform services as follows:

Provide services as outlined in AAR's proposal, dated **November 17, 2023**

Client agrees that all services not expressly included are excluded from Consultant's Scope of Services.

---

**COMPENSATION**

Client agrees to compensate Consultant for such services as follows:

As described in AAR's proposal, dated **November 17, 2023**

For time and materials basis estimated to be **\$65,598.00**

---

**Client and Consultant acknowledge that each has read and agrees to the scope and fee described in the proposal.**

Client: City of Kirkland

Consultant: AAR Testing and Inspection, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# AAR Testing & Inspection Inc. – 2023 Aging and Failing Infrastructure - 32300416

Final Audit Report

2023-12-20

Created:	2023-12-11
By:	Joey Vander Vaart (JVanderVaart@kirklandwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeNwvBPtDMKAD5iEupk8RkKxPEw4f_yUd

## "AAR Testing & Inspection Inc. – 2023 Aging and Failing Infrastructure - 32300416" History

-  Document created by Joey Vander Vaart (JVanderVaart@kirklandwa.gov)  
2023-12-11 - 11:43:07 PM GMT- IP address: 66.235.5.98
-  Document emailed to tgounden@aartesting.com for signature  
2023-12-11 - 11:47:26 PM GMT
-  Email viewed by tgounden@aartesting.com  
2023-12-11 - 11:47:35 PM GMT- IP address: 40.94.26.254
-  Email viewed by tgounden@aartesting.com  
2023-12-18 - 11:48:55 PM GMT- IP address: 20.119.242.15
-  Email viewed by tgounden@aartesting.com  
2023-12-19 - 9:08:05 PM GMT- IP address: 23.25.130.194
-  Signer tgounden@aartesting.com entered name at signing as Teajalam Gounden  
2023-12-19 - 9:21:24 PM GMT- IP address: 23.25.130.194
-  Document e-signed by Teajalam Gounden (tgounden@aartesting.com)  
Signature Date: 2023-12-19 - 9:21:26 PM GMT - Time Source: server- IP address: 23.25.130.194
-  Document emailed to Leta Santangelo (LSantangelo@kirklandwa.gov) for delegation  
2023-12-19 - 9:21:29 PM GMT
-  Document approval delegated to Stephanie Croll (scroll@kirklandwa.gov) by Leta Santangelo (LSantangelo@kirklandwa.gov)  
2023-12-19 - 11:13:48 PM GMT- IP address: 76.191.73.2

 Document emailed to Stephanie Croll (scroll@kirklandwa.gov) for approval  
2023-12-19 - 11:13:48 PM GMT

 Document approved by Stephanie Croll (scroll@kirklandwa.gov)  
Approval Date: 2023-12-19 - 11:47:20 PM GMT - Time Source: server- IP address: 76.191.73.2

 Document emailed to James Lopez (JLopez@kirklandwa.gov) for signature  
2023-12-19 - 11:47:21 PM GMT

 Document e-signed by James Lopez (JLopez@kirklandwa.gov)  
Signature Date: 2023-12-20 - 8:17:39 PM GMT - Time Source: server- IP address: 76.191.73.2

 Document emailed to JamieLynn Estell (jestell@kirklandwa.gov) for delivery  
2023-12-20 - 8:17:41 PM GMT

 Email viewed by JamieLynn Estell (jestell@kirklandwa.gov)  
2023-12-20 - 8:18:05 PM GMT- IP address: 50.46.56.201

 Document receipt acknowledged by JamieLynn Estell (jestell@kirklandwa.gov)  
Receipt Acknowledgement Date: 2023-12-20 - 8:18:10 PM GMT - Time Source: server- IP address: 50.46.56.201

 Agreement completed.  
2023-12-20 - 8:18:10 PM GMT