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LFP #: AG-26-024

CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: On-Call Engineering Services Roster

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK,** a Washington municipal corporation (the "City"), and **OTAK, INC.** (the "Consultant"), a Washington corporation, dated the last date signed below.

Consultant Business:	Otak, Inc.
Consultant Address:	11241 Willows Road NE, Suite 200
	Redmond, WA 98052
Consultant Phone:	425-822-4446
Contact Name	Paul Riemann, PE, ENV SP
Consultant e-mail:	paul.riemann@otak.com
Federal Employee ID No.:	91-1324129
Authorized City Representative for this contract:	Rebecca Dickinson, Program Executive rdickinson@cityoflfp.gov

WHEREAS, the City desires to support the Public Works and Community Development departments with professional Architecture and Engineering services on an on-call, as-needed basis; and

WHEREAS, it is beneficial for the City to obtain the services of a consultant with experience to perform this work; and

WHEREAS, the City finds that Otak, Inc. is qualified and experienced in the work.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant. The City retains the Consultant to provide, on an on-call, Task Order basis, the services described in Exhibit A incorporated herein (“Scope of Work” or “Work”). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The Consultant’s project manager(s) of the Work shall be Paul Riemann. The project manager(s) shall not be replaced without the prior written consent of the City.

The City will assign work, as needed, by written Task Order. The City does not guarantee a minimum amount of work, if any, to be assigned.

The term of this agreement shall be through June 30, 2029, with an option for up to one (1) 1-year extension, unless terminated earlier by either party according to Section 5.

Docusign Envelope ID: F562D2FA-0652-87AA-82F2-495C9D26809B

2. Compensation.

A. The compensation to be paid to Consultant for the Work, including all services and expenses, shall be for services provided at the rates listed in Exhibit B, which includes rates for all items for Task Order Work. Consultant shall invoice the City monthly for each Task Order separately on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

C. Consultant may update Exhibit B annually, in accordance with Section 16.

3. Request for Payment. Not more than once every thirty days the Consultant shall send electronically to ap@cityoflfp.gov its request for payment of each Task Order separately, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

4. Work Product. The Consultant shall submit all reports and other documents specified in each Task Order according to the schedule established in that same Task Order. If, after review by the City, the information is found to be unacceptable, Consultant, at its own expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

Consultant hereby assigns to the City all right, title, and interest in and to any work product deliverables including all reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, created in connection with the Work.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, resulting from third-party claims arising out of or in connection with the Consultant's negligent performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, because this Agreement is subject to RCW 4.24.115, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting

Docusign Envelope ID: F562D2FA-0652-87AA-82F2-495C9D26809B

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

8. Insurance. 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. No Limitation. The 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.

B. Minimum Scope of Insurance. The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at 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 endorsement form 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.

C. Minimum Amounts of Insurance. The 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 $2,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit.

D. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect 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.

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

Docusign Envelope ID: F562D2FA-0652-87AA-82F2-495C9D26809B

F. Verification of Coverage.

The 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 Agreement before commencement of the work.

G. Notice of Cancellation.

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance.

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, 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.

I. 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.

9. Independent Contractor. The Consultant is an independent contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Lake Forest Park Business License. Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

Docusign Envelope ID: F562D2FA-0652-87AA-82F2-495C9D26809B

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and voice, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park
Attn: Rebecca Dickinson, Program Executive
17425 Ballinger Way NE
Lake Forest Park, WA 98155

Email: rdickinson@cityoflfp.gov

B. Notices to the Consultant shall be sent to the following address:

Otak, Inc.
Attn: Paul Riemann
11241 Willow Road NE, Suite 200
Redmond, WA 98052

Email: paul.riemann@otak.com

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

20. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Signatures on following page

Docusign Envelope ID: F562D2FA-0652-87AA-82F2-495C9D26809B

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the last date signed below.

CITY OF LAKE FOREST PARK, WASHINGTON

By: Signed by: Tom French D9B3F16C4002446...
Tom French, Mayor

Date: 6/23/2026

ATTEST: DocuSigned by: Matt McLean 5ADD00B73B06458...
Matt McLean, City Clerk

APPROVE AS TO FORM:

Signed by: Kim Adams Pratt 28EEE5A2891841D...
Kim Adams Pratt, City Attorney

OTAK, INC.

By: Signed by: Nico M. Vanderhorst 227CAB49FEBA425...
Nico Vanderhorst, Principal-in-Charge

Date: 6/23/2026

Docusign Envelope ID: F562D2FA-0652-87AA-82F2-495C9D26809B

EXHIBIT A
Scope of Services

Services may include, but are not limited to:

Geotechnical & Structural Engineering Services

- Subsurface investigations
- Geotechnical analysis and reporting
- Slope stability evaluations
- Retaining wall and shoring system review
- Construction-phase geotechnical support

Development Review & Permitting

- Civil plan review
- Right-of-way permit review
- Coordination with State and local agencies
- Technical review of development submittals
- Written findings and recommendations
- Tree canopy review and mitigation
- Critical area evaluation
- Traffic control plans

Construction Support

- Right-of-way inspection
- Inspection of built facilities within local and State rights-of-way
- Compliance verification
- Coordination with contractors and agency partners

General Support

- Written and oral communication with City staff
- Municipal code compliance
- Coordination with outside consultants
- Technical memoranda and reports
- Meeting attendance (virtual and in-person)

The City reserves the right to add related services consistent with services provided by the Consultant.

Docusign Envelope ID: F562D2FA-0652-87AA-82F2-495C9D26809B

EXHIBIT B

Otak, Inc.
2026 Billing Rate Schedule

Discipline/Labor Category	Billing Rate
Engineering	
Engineering Technician 1	85.00
Engineering Technician 2	109.00
Engineering Technician 3	124.00
Engineering Technician 4	138.00
Engineering Technician 5	152.00
Engineering Technician 6	176.00
Engineering Designer 1	114.00
Engineering Designer 2	126.00
Engineering Designer 3	135.00
Engineering Designer 4	148.00
Engineering Designer 5	162.00
Engineer 1	135.00
Engineer 2	148.00
Engineer 3	164.00
Engineer 4	181.00
Engineer 5	208.00
Engineer 6	233.00
Engineer 7	252.00
Engineer 8	310.00
Engineer 9	357.00
Planning	
Planning Technician 1	86.00
Planning Technician 2	100.00
Planning Technician 3	112.00
Planning Technician 4	127.00
Planner 1	126.00
Planner 2	136.00
Planner 3	160.00
Planner 4	173.00
Planner 5	195.00
Planner 6	208.00
Planner 7	290.00
GIS Specialist	126.00
Sr. GIS Specialist	157.00
Science	
Scientist 1	103.00
Scientist 2	126.00
Scientist 3	138.00
Scientist 4	152.00

Docusign Envelope ID: F562D2FA-0652-87AA-82F2-495C9D26809B

Discipline/Labor Category	Billing Rate
Scientist 5	181.00
Scientist 6	212.00
Scientist 7	229.00
Scientist 8	250.00
Architecture	
Technician 1	90.00
Technician 2	100.00
Technician 3	110.00
Technician 4	119.00
Technician 5	133.00
Technician 6	190.00
Architect 1	119.00
Architect 2	133.00
Architect 3	154.00
Architect 4	190.00
Architect 5	233.00
Architect 6	255.00
Architect 7	270.00
Architect 8	286.00
Architect 9	307.00
Landscape Architecture	
Landscape Designer 1	90.00
Landscape Designer 2	119.00
Landscape Designer 3	127.00
Landscape Designer 4	136.00
Landscape Architect 1	119.00
Landscape Architect 2	131.00
Landscape Architect 3	143.00
Landscape Architect 4	157.00
Landscape Architect 5	176.00
Landscape Architect 6	190.00
Landscape Architect 7	209.00
Landscape Architect 8	281.00
Landscape Architect 9	333.00
Construction Management & Inspection	
Field Representative 1	114.00
Field Representative 2	129.00
Field Representative 3	157.00
Field Representative 4	171.00
Construction Manager 1	126.00
Construction Manager 2	143.00
Construction Manager 3	170.00

Docusign Envelope ID: F562D2FA-0652-87AA-82F2-495C9D26809B

Discipline/Labor Category	Billing Rate
Construction Manager 4	181.00
Construction Manager 5	205.00
Construction Manager 6	226.00
Survey	
Survey Field Technician 1	74.00
Survey Field Technician 2	84.00
Survey Field Technician 3	90.00
Survey Data Analyst 1	97.00
Survey Data Analyst 2	111.00
Survey Data Analyst 3	131.00
Survey Data Analyst 4	144.00
Survey Crew Chief 1	97.00
Survey Crew Chief 2	126.00
Survey Crew Chief 3	152.00
Project Surveyor 1	150.00
Project Surveyor 2	160.00
Project Surveyor 3	176.00
Project Surveyor 4	190.00
Project Surveyor 5	210.00
Project Surveyor 6	260.00
Project Surveyor 7	300.00
Project Surveyor 8	333.00
Project Support Services	
Administrative Assistant 1	94.00
Administrative Assistant 2	105.00
Administrative Assistant 3	114.00
Administrative Assistant 4	129.00
Project Coordinator 1	114.00
Project Coordinator 2	124.00
Project Coordinator 3	138.00
Project Coordinator 4	152.00
Graphic Designer	129.00
Sr. Graphic Designer	138.00

Billing Rates are adjusted annually by approximately four percent (4.00%).