

CITY OF SNOQUALMIE  
AGREEMENT FOR CONSULTANT SERVICES  
Amendment No. 2 to  
Contract for Kimball Creek Bridges Restoration  
Additional Construction Phase Services

This Amendment No. 2 amends that certain Agreement for Consultant Services between the City of Snoqualmie (“City”) and Otak, Inc. (“Consultant”), dated September 29, 2022, which pertains to consultant services for the City’s Snoqualmie Kimball Creek Bridges Restoration project (“Agreement”). City and Consultant are collectively referred to in this Amendment No. 2 as “the Parties.”

**WHEREAS**, the Agreement between the Parties provided for Consultant to provide bridge design, permitting and bridge restoration plans for the Kimball Creek Bridges Restoration project as described therein; and

**WHEREAS**, the City and Consultant previously amended the Agreement for Consultant Services on July 6, 2023 (“Amended Agreement”), which provided for Consultant to prepare hydrologic and hydraulic models and associated surveying; and

**WHEREAS**, Section 2.A of the Amended Agreement provides a total compensation limit of \$ 220,384.00 for all services performed under the Agreement; and

**WHEREAS**, the City has requested Consultant to provide additional Construction Support Services and project management related to the Kimball Creek Bridges Restoration Project; and

**WHEREAS**, Consultant has the resources and capability to perform this additional work and has provided a scope of work and an hour and fee estimate for such additional work, which is dated May 7, 2024, and attached hereto as Exhibit BB;

**NOW, THEREFORE**, the Parties agree as follows:

1. Section 1.D of the Amended Agreement is hereby amended to read as follows:
  - D. Work shall commence when the City issues a notice to proceed, and it shall be completed no later than April 30, 2025, unless the completion date is extended in writing by the City.
2. Section 2.A of the Amended Agreement is hereby amended to read as follows:
  - A. The total compensation to be paid to consultant, including all services and expenses, shall not exceed \$378,989.07, which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

3. Exhibit BB, attached hereto, is hereby made part of the Agreement as a supplement to original Exhibit B thereto. Exhibit BB reflects the additional scope of work contemplated in this Amendment No. 2 and the additional costs associated therewith.

**ACCEPTED AND AGREED TO BY:**

CITY OF SNOQUALMIE,  
WASHINGTON

By: \_\_\_\_\_

Its: Mayor

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

CONSULTANT: Otak, Inc.

By: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
Deana Dean, City Clerk

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

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