

CITY OF SNOQUALMIE
AGREEMENT FOR CONSULTANT SERVICES
Contract Title: Community Development Temporary Contract Planner

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City"), and AHBL, Inc., a professional services corporation ("Consultant") is dated this 5th day of March 2025.

Consultant Business: AHBL, Inc.
Consultant Address: 2215 North 30th Street, Suite 200
Tacoma, WA 98403

Consultant Phone: (253) 383-2422

Consultant Fax: (253) 383-2422

Contact Name: Wayne E. Carlson, FAICP, LEED AP

Contact e-mail: wecarlson@ahbl.com

Federal Employee ID No.: 91-0915991

Authorized City Representative for this contract: Mona Davis, Interim Community Department Director

WHEREAS, due to recent and anticipated staffing outages, the City desires to hire a contract planner through ABHL ("Consultant") to assist with duties needed and outlined in Exhibit A;

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with expertise in the area of land use planning; and

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the City desires to engage the Consultant to perform on-call land use planning services.

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

1. Employment of Consultant.

A. The City retains the Consultant to provide the services described in "Exhibit A" (the "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.

B. The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

C. The project manager(s) of the Work shall be Wayne Carlson. The project manager(s) shall not be replaced without the prior written consent of the City.

D. Work shall commence when the City issues a notice to proceed and it shall be completed no later than August 28, 2025, unless the completion date is extended in writing by the City.

2. Compensation.

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed \$ 50,000.00 as shown on Exhibit A, 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.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses that are approved for reimbursement by the City in writing before the expense is incurred. If travel and/or overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty (30) days the Consultant shall file its request for payment, 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.

B. All requests for payment should be sent to

City of Snoqualmie
Attn: Mona Davis (mdavis@snoqualmiewa.gov)
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

4. Work Product.

A. The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Consultant, at its 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.

B. All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

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; provided, however, that in the event of a material breach of this Agreement, termination may be effective immediately or upon such date as determined by the City in its sole discretion. For purposes of this Agreement, "material breach" is defined as misfeasance,

malfeasance or violation of any criminal law, ordinance or regulation. 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.

A. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

B. Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

C. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

D. Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile used by Consultant in the course of the Work. A statement by Consultant and approved by the City Administrator, certifying that no vehicle will be used in accomplishing this Agreement, may be substituted for this insurance requirement.
4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

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 Snoqualmie Business License. Consultant shall obtain a City of Snoqualmie 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.

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 Change Order as provided in Paragraph 1, or 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 void, 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 Snoqualmie shall be sent to the following address:

City of Snoqualmie
Attn: Mona Davis
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

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

AHBL, Inc.
Attn: Wayne Carlson, Principal
2215 N 30th Street
Tacoma, WA 98403

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.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

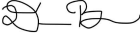
CITY OF SNOQUALMIE, WASHINGTON  By: Katherine Ross Its: Mayor Date: <u>Mar 10, 2025</u>	CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity. AHBL, INC. By:  Typed/Printed Name: <u>Wayne E. Carlson</u> Its: <u>Principal</u> Date: <u>March 6, 2025</u>
APPROVED AS TO FORM:  Dena Burke, City Attorney Date: <u>Mar 10, 2025</u>	

EXHIBIT A SCOPE OF WORK

This scope of work is to provide on- and off-site development review and planning assistance (Planning Services) to the City of Snoqualmie. Work will primarily include review of land use applications for consistency with Snoqualmie Municipal Code, zoning review of building permit applications, review of land use and building permit applications under deadlines established by law, and general customer assistance for planning and zoning issues. The following is AHBL's Inc. proposed scope of services:

- Prepare submittal checklists for land use and building permits
- Coordination with IT and Permitting on Paper to Digital grant for website updates
- Review development, building permit applications and civil plans for zoning, subdivision or environmental code compliance, and to ensure conditions of approval are satisfied;
- Prepare public notices for mailing and distribution,
- Track development and building permit applications to ensure that a final decision is issued within the deadlines established by law;
- Review SEPA documentation for purposes of recommending additional studies, SEPA determinations, and/or mitigation measures (this would not include review of technical studies outside our area of expertise);
- Communicate and coordinate with applicants, their consultants, and other Snoqualmie Community Development Department staff;
- Provide GIS support;
- Prepare staff reports and recommendations in consultation with and under supervision of City staff; and
- Present reports to the Hearing Examiner, Planning Commission, and City Council as applicable.

This scope of work also includes long-range planning activities as directed by the City of Snoqualmie associated with requirements the City is obligated to meet under the Growth Management Act. This may include tasks such as processing amendments to the City's Comprehensive Plan, zoning code, or other state mandates (such as buildable lands reporting, periodic review of the City's Shoreline Master Program, etc.). When performing long-range planning activities, we will provide the City with a written scope of work and time estimate for completion as a task order prior to initiating any work.

Wayne Carlson will serve as principal-in-charge for AHBL to provide day-to-day oversight of our planners and will coordinate with City staff to make sure that we are meeting the City's needs. As principal-in-charge, Wayne Carlson will be involved to ensure that AHBL, Inc. provides these services in an efficient and cost-effective manner, including bringing the appropriate additional resources to the projects as needed and/or desired by the City of Snoqualmie.

AHBL understands that the City has a cost-recovery system in its fee schedule for consultant review of development applications. We are accustomed to tracking our time by each project and will provide separate invoices for each task to facilitate reimbursement in a manner consistent with the City's cost-recovery system, specific to the City's permit tracking and Task Order process. In order to keep costs at a minimum, we will track our time by each project and invoice the City separately for each application on a monthly basis. Other time that is not directly related to a specific project will be invoiced to a general project number.

Andrew Love, AICP (Planner III) would be assigned as our project planner to perform this work, with other staff assigned to cover vacations, sick days, and additional work as requested by the City.

2025 Snoqualmie On-Call with edits to Scope of Work dena 2

Final Audit Report

2025-03-10

Created:	2025-03-10
By:	Mona Davis (MDavis@snoqualmiewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABToFRQC26eqXcKpluWUIAVHEd7Lof4_v

"2025 Snoqualmie On-Call with edits to Scope of Work dena 2" History

-  Document created by Mona Davis (MDavis@snoqualmiewa.gov)
2025-03-10 - 5:08:22 PM GMT
-  Document emailed to Katherine Ross (KRoss@snoqualmiewa.gov) for signature
2025-03-10 - 5:11:00 PM GMT
-  Email viewed by Katherine Ross (KRoss@snoqualmiewa.gov)
2025-03-10 - 8:24:52 PM GMT
-  Document e-signed by Katherine Ross (KRoss@snoqualmiewa.gov)
Signature Date: 2025-03-10 - 8:26:25 PM GMT - Time Source: server
-  Document emailed to Dena Burke (DBurke@snoqualmiewa.gov) for signature
2025-03-10 - 8:26:26 PM GMT
-  Email viewed by Dena Burke (DBurke@snoqualmiewa.gov)
2025-03-10 - 8:35:12 PM GMT
-  Document e-signed by Dena Burke (DBurke@snoqualmiewa.gov)
Signature Date: 2025-03-10 - 8:35:29 PM GMT - Time Source: server
-  Agreement completed.
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