

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 17th day of January, 2017, by and between NORTHWEST HYDRAULIC CONSULTANTS, INC, hereinafter called "NHC" and the City of Snoqualmie, Washington, hereinafter called "the City."

RECITALS

- 1.1 The City is a municipal corporation of the State of Washington, located in King County.
- 1.2 NHC is a corporation engaged in the practice of providing professional engineering consulting services in the areas of hydraulics, hydrology and related fields.
- 1.3 The City is in need of professional engineering services in the areas of hydraulics, hydrology and related fields on an "on-call" basis to support planning staff and to provide advice in connection with various planning activities and development proposal review in the City.
- 1.4 The City has determined that NHC is qualified to provide required professional engineering services in the areas of hydraulics, hydrology and related fields.

UPON the foregoing premises, and in consideration of the mutual promises set forth below, the parties agree as follows.

AGREEMENT

2.1 **CONTRACT DOCUMENTS.** This Agreement, the attachments hereto, Task Orders, Scopes of Work and Budget, and any written modifications thereto, shall constitute the entire agreement between NHC and the City for the conduct of all work hereunder.

2.2 **OBJECTIVE AND SCOPE OF WORK.** The objective of this Agreement is to provide for NHC availability to provide professional engineering services in the areas of hydraulics, hydrology and related fields on an "on-call" basis as directed by the City. The Task Orders and Scopes of Work shall include all services necessary to accomplish work to be specified therein as may be authorized during the duration of this Agreement.

2.3 **TASK ORDERS.**

2.3.1 The City, in entering into this Agreement, does not guarantee that any engineering services in the areas of hydraulics, hydrology and related fields will be requested nor guarantee any specific dollar amount of work during the term of this Agreement.

2.3.2 Requests by the City for professional engineering services in the areas of hydraulics, hydrology and related fields under this Agreement shall be given by written Task Orders to NHC. The Task Orders shall describe the work to be done, and specify the desired commencement and completion dates for the work.

2.3.3 NHC shall respond in writing within seven (7) calendar days after receipt of a Task Order with a proposed scope of work, cost estimate, and schedule for completing the requested services.

2.3.4 The final Scope of Work and Budget for each Task Order shall be confirmed in writing by the City.

2.3.5 NHC shall initiate the specified work consistent with the schedule included within the final Scope of Work and Budget for each Task Order.

2.3.6 If the City requests NHC to perform work or render services in connection with a Task Order assignment in addition to or other than work provided for by the Scope of Work of the Task Order, such work will be considered as Extra Work and will be specified as to its nature and scope in a written supplement to the Task Order. Such work shall not proceed until the supplement to the Task Order is authorized in writing by the City.

2.4 TERM. This Agreement shall be in effect from and after its execution by the parties, and shall remain in effect until terminated as hereinafter provided.

2.5 COMPENSATION. The City agrees to compensate NHC on an hourly basis for services rendered under this Agreement, on the basis of the NHC "Billing Rates," (attached "Exhibit A") unless other rates are established by mutual written agreement. "Billing Rates" shall be adjusted annually as proposed by NHC and agreed to by the City. "Reimbursable Expenses" shall be those costs for mileage (IRS rate) incurred directly for work on a Task Order given by the City. Any revision to NHC's "Billing Rates" shall be communicated to the City in writing sixty (60) days prior to the date when the revision is to become effective.

2.6 PAYMENT. NHC shall submit monthly statements for services rendered and expenses incurred for each Task Order, which shall be due in full within thirty (30) days after receipt by the City.

2.7 STANDARD OF PROFESSIONAL CARE. NHC shall perform all services under this Agreement in accordance with the usual and customary standards of professional care. NHC makes no other warranty, express or implied.

2.8. OWNERSHIP OF WORK PRODUCTS. All work products generated or otherwise produced by NHC under the terms of this Agreement shall be deemed to be the property of the City. The City acknowledges that its use of such work product for any purpose other than the Task Order for which it was prepared is at the City's own risk.

2.9 THE CITY'S RESPONSIBILITIES.

2.9.1 The City shall provide all criteria and full information as to the City's requirements and designate a person with authority to act on the City's behalf on all matters concerning each Task Order, which shall be the Director of Community Development, unless another person is specified.

2.9.2 The City shall furnish to NHC all existing studies, reports and other available data and services of others pertinent to each Task Order, and obtain additional reports and data as required; and NHC shall be entitled to rely upon all such information and services in

performing services hereunder.

2.9.3 The City shall arrange for access to and make all provisions for NHC to enter upon public and private property as required for NHC to perform services hereunder.

2.10 INSURANCE COVERAGE. NHC shall maintain general and automotive liability insurance for the duration of this Agreement to provide comprehensive coverage for public liability and property damage. Such insurance covering public liability shall be in the sum of not less than one million dollars (\$1,000,000) single limit. Insurance covering property damage shall be in the sum of not less than one million dollars (\$1,000,000) single limit. NHC shall maintain professional liability insurance for the duration of this Agreement to provide coverage for liability arising out of any negligent performance of professional services by NHC under this Agreement. Insurance covering professional liability shall be in the sum of not less than one million dollars (\$1,000,000) single limit. NHC shall provide the City with a certificate of insurance showing such insurance to be in force within twenty (20) days after execution of this Agreement.

2.11 HOLD HARMLESS. NHC shall hold the City, and its officers, agents and employees, harmless from all suits, claims, or liabilities of any nature, including attorney's fees, costs, and expenses, for or on account of injuries or damages to any person or property resulting from the negligent acts or omissions of NHC and its agents, employees and subcontractors. In the event of joint or concurring negligence on the part of NHC and the City, NHC shall hold the City harmless in proportion to the percentage of such negligence.

2.12 NHC AN INDEPENDENT CONTRACTOR. NHC and the City agree that NHC is an independent contractor and not an agent of the City, and that NHC is subject, as an employer, to all applicable employment statutes.

2.13 NO SUBLET. Neither NHC nor the City shall assign or sublet this Agreement or any part thereof without the written consent of the other party.

2.14 CONFLICT OF INTEREST. NHC agrees to and shall notify the City of any potential conflicts of interest in NHC's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

2.15 TERMINATION. This Agreement may be terminated, with or without cause, by either party upon ninety (90) days' written notice. Upon termination, compensation for all work completed through the termination date, including all retained amounts, shall be due. Upon receipt of compensation, all completed and partially completed work products shall become the property of the City.

2.16 APPLICABLE LAWS. NHC shall be cognizant of all Federal and state laws and local ordinances which in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and shall at all times observe and comply with all such existing laws and ordinances.

2.17 JURISDICTION AND VENUE. This Agreement shall be governed by the laws of the State of Washington. Venue of any action hereon shall be in King County, Washington.

2.18 SEVERABILITY. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be null and void to the extent of such conflict but the remainder of this Agreement shall be given full force and effect.

2.19 NOTICES.

2.18.1 Any notices by the City to NHC shall be given to the following address:

Northwest Hydraulic Consultants, Inc.
Attn: Malcolm Leytham
12787 Gateway Dr S
Seattle, WA 98168

2.18.2 Any notices by NHC to the City shall be given to the following address:

Robert J. Larson
City Administrator
P.O. Box 987
Snoqualmie, WA 98065

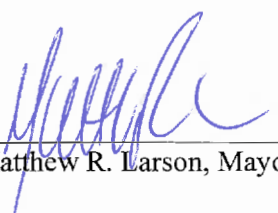
With a copy to:

Bob C. Sterbank
City Attorney
P.O. Box 987
Snoqualmie, WA 98065

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17th day of January, 2017.

CITY OF SNOQUALMIE

NORTHWEST HYDRAULIC CONSULTANTS, INC

By: 
Matthew R. Larson, Mayor

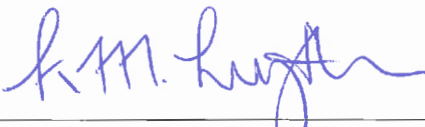
By: 
Malcolm Leytham, Principal

EXHIBIT A

SCHEDULE OF BILLING RATES AND CHARGES

Consulting services from NHC will be billed on a time and materials basis.

Effective January 1, 2017.

<u>LABOR</u>	<u>FEE RATE (\$/hr)</u>
Principal	240
Sr. Project Engineer	232
Sr. Engineer 1	195
Sr. Engineer 2	165
Engineer 1	140
Engineer/Scientist 2	120
Jr. Engineer	100
GIS Specialist	130
GIS Analyst	90
Sr. Engineering Technician	130
Jr. Engineering Technician	65
Sr. Laboratory Technician	95
Jr. Lab Technician	75
Sr Contract Administrator	130
Sr. Document Production Specialist	115
Document Production Specialist	80

Handling Charges, Fees

Markup on Subconsultants	10%
Markup on Reimbursables	10%
Markup on Travel/Subsistence	10%

Reproduction

Photocopies:	
B&W 8½ x 11	\$0.10
B&W 11 x 17	\$0.15
Color 8½ x 11	\$1.00
Color 11 x 17	\$2.00

Plotting

Plots, bond, 11 x 17	\$2.00
Plots, bond, D size	\$4.00
Plots, oversize (running foot)	\$2.00

Labor costs subject to annual escalation adjustment in October to reflect cost of living and merit salary increases. Refer to separate schedules for field and laboratory equipment charges.

Any other expenses shall be subject to prior approval by the City and shall be reimbursed at cost, with no markup.