

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this 23rd day of January, 2017, by and between OTAK INC., hereinafter called "Otak", 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 Otak is a corporation engaged in the practice of providing professional environmental consulting services.
- 1.3 The City is in need of professional environmental services 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 Otak is qualified to provide required professional environmental services.

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 Otak 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 Otak's availability to provide professional environmental services 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 environmental services 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 environmental services under this Agreement shall be given by written Task Orders to Otak. The Task Orders shall describe the work to be done, and specify the desired commencement and completion dates for the work.

2.3.3 Otak 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 Otak 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 Otak 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 Otak on an hourly basis for services rendered under this Agreement, on the basis of the Otak "Billing Rates," (attached "Exhibit A") unless other rates are established by mutual written agreement. "Billing Rates" shall be adjusted annually as proposed by Otak 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 Otak'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. Otak 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. Otak shall perform all services under this Agreement in accordance with the usual and customary standards of professional care. Otak makes no other warranty, express or implied.

2.8. OWNERSHIP OF WORK PRODUCTS. All work products generated or otherwise produced by Otak 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 Otak 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 Otak 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 Otak to enter upon public and private property as required for Otak to perform services hereunder.

2.10 INSURANCE COVERAGE. Otak 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. Otak 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 Otak under this Agreement. Insurance covering professional liability shall be in the sum of not less than one million dollars (\$1,000,000) single limit. Otak 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. Otak 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 Otak and its agents, employees and subcontractors. In the event of joint or concurring negligence on the part of Otak and the City, Otak shall hold the City harmless in proportion to the percentage of such negligence.

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

2.13 NO SUBLET. Neither Otak 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. Otak agrees to and shall notify the City of any potential conflicts of interest in Otak'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. Otak 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 Otak shall be given to the following address:

Otak, Inc.
Attn: ~~Kevin O'Brien, PhD~~ Jeff Gray,
11241 Willows Road NE, Suite 200 jeff.gray@otak.com
Redmond, WA 98052

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

~~Robert J. Larson~~ Rick Rudometkin
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 23rd day of January, 2017.

CITY OF SNOQUALMIE

OTAK, INC.

By: 
Matthew R. Larson, Mayor


By: 
Kevin O'Brien, PhD, Project Manager

EXHIBIT A

SCHEDULE OF BILLING RATES AND CHARGES

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

Effective January 1, 2017.

PIC/Sr. PM Architecture	\$225
Sr. PM - Architecture	\$165
Project Manager / Design	\$120
Architect IV	\$125
Architect III	\$114
Architect II	\$100
Architect I	\$94
Architectural Tech V	\$105
Architectural Tech IV	\$93
Architectural Tech III	\$82
Architectural Tech II	\$72
Architectural Tech I	\$65
3D/Visualization Spec II	\$101
Sr. PIC/Sr. PM Civil	\$230
PIC/Sr. PM Civil	\$195
Civil Engineer X	\$169
Civil Engineer IX	\$159
Civil Engineer VIII	\$145
Civil Engineer VII	\$135
Civil Engineer VI	\$126
Civil Engineer V	\$119
Civil Engineer IV	\$108
Civil Engineer III	\$102
Civil Engineer II	\$90
Civil Engineer I	\$83
Engineering Designer V	\$111
Engineering Designer IV	\$95
Engineering Designer III	\$83
Engineering Designer II	\$78
Engineering Designer I	\$69
Engineering Tech VI	\$107
Engineering Tech V	\$94
Engineering Tech IV	\$82
Engineering Tech III	\$72
Engineering Tech II	\$64
Engineering Tech I	\$56
Sr. PIC/Sr. PM LA/Mst Pln	\$225
PIC/Sr. PM LA/Master Plan	\$180
Landscape Architect V	\$115
Landscape Architect IV	\$105
Landscape Architect III	\$100
Landscape Architect II	\$90
Landscape Architect I	\$80

Landscape Technician III	\$89
Landscape Technician II	\$69
Landscape Technician I	\$62
Urban Designer V	\$159
Urban Designer IV	\$140
Urban Designer III	\$118
Urban Designer II	\$111
PIC/Sr. PM Planner	\$225
Sr. PM, Planner II	\$174
Sr Proj. Mgr. - Planner I	\$149
Planner III	\$128
Planner II	\$100
Planner I	\$79
Planner Associate IV	\$94
Planner Associate III	\$82
Planner Associate II	\$75
Planner Associate I	\$61
Sr. GIS Specialist Planner	\$89
GIS Specialist - Planner	\$76
Planning/GIS Intern	\$54
PIC/Scientist	\$180
Scientist V	\$135
Scientist IV	\$123
Scientist III	\$112
Scientist II	\$75
Scientist I	\$62
Environmental Specialist	\$115
PIC/PLS - Sr. Manager	\$195
PLS Sr. Manager	\$150
PLS - Project Manager	\$120
Sr PLS	\$115
Professional Land Surveyor	\$106
Survey Technician	\$86
Srv Tch II, Sr. Fld Pr Ch	\$85
Sr. Field Survey Tech II	\$75
Sr. Field Survey Tech I	\$60
Field Survey Tech	\$55
Contract Admin	\$100
Project Admin. Asst	\$68
Graphics Specialist	\$90

As of January 1, 2017, mileage will be billed at \$0.535/mile, adjusting at intervals to conform with federal guidelines. Rates will be adjusted yearly at approximately four (4%) percent. Any other expenses shall be subject to prior approval by the City and shall be reimbursed at cost, without markup.



**COMMUNITY DEVELOPMENT
DEPARTMENT**

Otak, Inc.

APR 10 2017

RECEIVED

38624 SE River St
PO Box 987
Snoqualmie, WA 98065

Office: 425-888-5337
Fax: 425-831-6041

www.ci.snoqualmie.wa.us

April 6, 2017

Otak
Attn: Kevin O'brien
11241 Willows Rd NE; Ste 200
Redmond, WA 98052

RE: On-call Contract

Dear Mr. Penrose,

Please find enclosed the signed on-call contract for services with the City of Snoqualmie. Please sign both copies, retain one copy for your records and return one to the City.

Please feel free to call me at 425-888-5337 if you have any questions.

Sincerely,

Gwyn Berry
Planning Technician