

**CITY OF SNOQUALMIE
AGREEMENT FOR CONSULTANT SERVICES**

Contract Title: On-Call Professional Services

Contract #: _____

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City"), and TETRA TECH, INC., a Delaware corporation ("Consultant") is dated this _____ day of _____, 2019.

Consultant Business:	Tetra Tech, Inc.
Consultant Address:	1420 Fifth Avenue, Suite 600 Seattle, WA 98101-2375
Consultant Phone:	206-883-9300
Consultant Fax:	
Contact Name:	Neil Thibert, P.E., P.Eng., PMP
Contact e-mail:	neil.thibert@tetrattech.com
Federal Employee ID No.:	95-4148514

Authorized City Representative for this contract: _____

WHEREAS, the City desires to have On-Call Engineering Services; and

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with expertise in Professional Engineering; 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 provide Professional Engineering services on an as-needed basis;

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

1. Employment of Consultant.

- A. The City retains the Consultant to provide engineering services as described in individual Task Orders that shall be issued for each engagement or Project. Any inconsistency between this Agreement and the Work Order 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. Work shall commence when the City issues a notice to proceed.

2. Compensation.

- A. Task Orders issued under this Agreement shall state the compensation (the Fee) to be paid to Consultant by City for the services.
- B. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses that the City approves for reimbursement, in writing and in advance of Consultant's expenditure. If travel and/or overnight lodging is authorized, Consultant shall lodge within such reasonable distance of the City's corporate limits and at such accommodation as approved by the City.

3. Request for Payment.

- A. Not more than once every thirty 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: Jeff Hamlin, Project Engineer
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.

- A. 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.

- A. 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 related to or arising out of Consultant's negligent acts, errors, or omissions; 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, and sub-consultants; and (3) "Claims" include, but are 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.
 - i. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the annual aggregate. 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.

- ii. 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.
- iii. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the annual aggregate, 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.
- iv. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 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 thirty-six (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.
- v. 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 by 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. 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.

- A. 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.

- A. 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.

- A. 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.

- A. Consultant shall obtain a City of Snoqualmie business license before performing any Work.

13. Compliance with Federal, State and Local Laws.

- A. 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.

- A. 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.

- A. 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.

- A. 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.

- A. 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: Jeff Hamlin, PE
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

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

Tetra Tech, Inc.
Attn: Neil Thibert
1420 Fifth Avenue, Suite 600
Seattle, WA 98101

19. **Venue.**

A. 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: _____

Its: Mayor

Date: 2/14/2020

TETRA TECH, INC.

By: _____

Kevin Dour, P.E., P.Eng., PMP
Its: Vice President

Date: FEB. 3, 2020

ATTEST:

Jodi Warren, City Clerk

Date: 2/14/2020

APPROVED AS TO FORM:

Bob C. Sterbank, City Attorney

Date: 2/14/2020