



PROFESSIONAL SERVICES AGREEMENT Public Works CIP and Engineering On-Call

**City Attorney**

Kevin Hansen

Rev: 10/02/26

The City of Kirkland, Washington, a municipal corporation ("City") and Otak, Inc., whose address is 11241 Willows Road NE Suite 200, Redmond, WA, 98052 ("Consultant"), in consideration of the mutual benefits and conditions set forth below, agree and contract as follows.

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement ("Services"), which attachment is incorporated herein by reference.
- B. The Services shall be performed in accordance with the ordinary and reasonable care, skill, and diligence that a competent professional in the same field would exercise under similar circumstances. This Agreement does not guarantee any task order assignments. The Consultant is one of several providers selected to provide on-call structural and engineering services, and each task order will be assigned to the most qualified and available firm for that task, as determined by the City in its reasonable discretion.
- C. If the Consultant's Statement of Work includes providing bid documents for a public works project, the Consultant shall provide its methodology and calculations for all estimated quantities of bid items per plan sheet, or as otherwise directed by the City.

II. COMPENSATION

- A. Compensation to be paid to Consultant for these services shall be the total of all approved project-specific task orders based on the negotiated number of hours per task order at the rates as detailed in Attachment B to this Agreement. Consultant reserves the right to escalate rates up to 5% at the beginning of each subsequent calendar year upon amendment to this Agreement. The total compensation to be paid to the Consultant for these Services shall not exceed \$150,000, including all applicable taxes, as detailed in Attachment B.
- B. Payment to the Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all Services performed under this Agreement and supporting documents hereto as well as all subconsultants' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid based on invoices submitted. Invoicing will be on the basis of percentage completed or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. If the City objects to any portion of an invoice, it will notify the Consultant. In the event of an invoice dispute, the City will timely pay any undisputed portion of the invoice, and the parties will promptly make reasonable efforts to resolve the disputed portion. The City shall have the right to withhold payment to the

Consultant for any services not completed in a satisfactory manner until such time as the Consultant modifies such services to the satisfaction of the City.

- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement. Should the City fail to make timely payment, Consultant reserves the right to stop work until payment is received.

III. GENERAL ADMINISTRATION AND MANAGEMENT

The Public Works Department for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving the services, and shall coordinate all communications with the Consultant from the City.

IV. DURATION

The estimated completion date for the Consultant's performance of the Services is December 31, 2027. For purposes of paying final invoices and finalizing services, this Agreement expires on January 31, 2028. The City reserves the right to, at City's option, extend the Agreement for up to 1 additional year.

The Consultant will diligently proceed with the Services, but the Consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, the Consultant shall forthwith notify the City.

V. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, the Consultant may complete such analyses and records as may be necessary to place its files in order. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

VI. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement ("Work Product"), whether or not completed, shall be vested in the City. Ownership shall not extend to Consultant's underlying means and methods used to create work product. Additionally, any preexisting intellectual property contained within Consultant's deliverables thereto belonging to the Consultant shall remain the property of Consultant unless otherwise indicated in the scope of services. Any reuse of Work Product by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify the Consultant against all claims made against the Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Work Product developed under this Agreement are the property of the Consultant and the City, and may be used as either the Consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and/or financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, including Chapter 42.56 RCW.
- E. The Consultant will, following prior notice, at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.
- F. The Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.
- G. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- H. The foregoing records shall be maintained for a period of six years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, subcontract, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City. Consent shall not be unreasonably withheld.

VIII. NONDISCRIMINATION

The Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

- A. To the greatest extent allowed by law, the Consultant shall defend, indemnify, and hold harmless the City, and its officers, officials, and employees ("Indemnified Parties") from claims, injuries, damages, losses or suits (including reasonable attorney fees and costs) to the extent caused by the Consultant's negligent performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnified Parties. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of the Services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Indemnified Parties, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, Washington's industrial insurance law, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services by the Consultant and/or its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or to otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope and Amounts of Insurance. The Consultant shall obtain and maintain insurance of the types and limits described below:

1. Commercial General Liability insurance shall be as least as broad as Insurance Services Office (ISO) form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - a. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.
 - a. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for the Services with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

E. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

F. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable state, federal, and local laws, ordinances, regulations, and codes. The Consultant must obtain a City of Kirkland business license or otherwise comply with Chapter 7.02 of the Kirkland Municipal Code.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of the Consultant's activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

The Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. The Consultant agrees that they are solely responsible for the payment of taxes applicable to the Services and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on them as a result of their status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for performing the Services. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for

contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties. The terms of this Agreement supersede any conflicting provisions contained in any attachments and/or addenda.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement.

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City. However, notwithstanding the foregoing, the City consents to the Consultant including information describing the Consultant's participation in this project in bids, statements of qualifications, or other similar proposals submitted to other municipal, governmental, or similar project sponsor, so long as the information included is factually accurate.

XVII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. DEBARMENT

The Consultant certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

XX. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

XXI. DISPUTE RESOLUTION

All claims, counterclaims, disputes, and other matters in question between the City and the Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with the Consultant's representative and make a determination within thirty (30) calendar days of such referral. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such determination. Nothing herein waives any requirements of Chapter 4.96 RCW, if applicable.

XXII. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XXIII. EFFECTIVE DATE

This Agreement shall be deemed effective on the last date signed below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

Signature: Nicolaas M. Vanderhorst
Nicolaas M. Vanderhorst (Oct 5, 2026 06:45:44 HST)

Printed Name: Nicolaas M. Vanderhorst

Title: Principal

Date: 10/05/2026

CITY OF KIRKLAND:

Signature: Tracey P. Dunlap

Printed Name: Tracey Dunlap
(Type City Staff Name)

Title: Deputy City Manager of Operations

Date: 10/05/2026

Scope of Services Menu

Structural On-Call Services

Otak will provide professional engineering services related to structures to the City on an on-call basis. On-call services may include structural evaluations/assessments, preliminary/concept engineering, final engineering, and construction support services. Deliverables will be provided in formats specified by the City, which may include stamped and signed hard copy, PDF, and AutoCAD Civil 3D formats.

Structures will be designed in conformance with applicable provision of the AASHTO LRFD Bridge Design Specifications, 10th Edition, International Building Code, and the City's municipal code and engineering standards.

Engineering services will be performed under the direct supervision of a Professional Engineer licensed in the State of Washington. Civil engineers experienced in structural design and licensed structural engineers will provide services in conformance with RCW 18.43.020 and RCW 18.43.040.

Structures include, but not limited to, the following.

1. Roadway and Trail Structures

Roadway and trail structures may include:

- Vehicular, pedestrian/trail bridges – new bridges and repair/retrofit of existing bridges.
- Retaining walls – rockery, gabions, gravity block walls, precast and cast in place concrete walls, sheet pile walls, soldier pile walls and tie-back walls.
- Buried structures – culverts and vaults.
- Miscellaneous structures – non-standard light pole and signal pole foundations, custom pedestrian or fall-protection railing/fencing, and transit shelters and platforms.

2. Park Structures and Amenities

Park structures and amenities may include:

- Park buildings – restrooms, concessions, information, storage, mechanical, plumbing, etc.
- Shelters – timber, steel, and prefabricated park shelters.
- Miscellaneous structures – custom fence/railings, stairs, information kiosks, custom signs, etc.
- Foundations – concrete slab and deep foundations.

3. Building Engineering

In addition to the park buildings referenced above, building engineering services may include:

- Schools, government buildings, and maintenance/operations buildings.
- Existing building assessments, and repair/rehabilitation recommendations and design.
- Historic structure evaluation and rehabilitation.



Otak, Inc.
2026 Billing Rate Schedule

Discipline/Labor Category	Billing Rate
<u>Engineering</u>	
Engineering Technician 1	89.00
Engineering Technician 2	114.00
Engineering Technician 3	130.00
Engineering Technician 4	145.00
Engineering Technician 5	160.00
Engineering Technician 6	185.00
Engineering Designer 1	120.00
Engineering Designer 2	132.00
Engineering Designer 3	142.00
Engineering Designer 4	155.00
Engineering Designer 5	170.00
Engineer 1	142.00
Engineer 2	155.00
Engineer 3	172.00
Engineer 4	190.00
Engineer 5	218.00
Engineer 6	245.00
Engineer 7	265.00
Engineer 8	325.00
Engineer 9	375.00
<u>Science</u>	
Scientist 1	108.00
Scientist 2	132.00
Scientist 3	145.00
Scientist 4	160.00
Scientist 5	190.00
Scientist 6	223.00
Scientist 7	240.00
Scientist 8	263.00
<u>Construction Management & Inspection</u>	
Field Representative 1	120.00
Field Representative 2	135.00
Field Representative 3	165.00
Field Representative 4	180.00
Construction Manager 1	132.00
Construction Manager 2	150.00
Construction Manager 3	179.00

**Discipline/Labor Category****Billing Rate**

Construction Manager 4	190.00
Construction Manager 5	215.00
Construction Manager 6	237.00

Survey

Survey Field Technician 1	78.00
Survey Field Technician 2	88.00
Survey Field Technician 3	95.00
Survey Data Analyst 1	102.00
Survey Data Analyst 2	117.00
Survey Data Analyst 3	138.00
Survey Data Analyst 4	151.00
Survey Crew Chief 1	102.00
Survey Crew Chief 2	132.00
Survey Crew Chief 3	160.00
Project Surveyor 1	158.00
Project Surveyor 2	168.00
Project Surveyor 3	185.00
Project Surveyor 4	200.00
Project Surveyor 5	220.00
Project Surveyor 6	273.00
Project Surveyor 7	315.00
Project Surveyor 8	350.00

Landscape Architecture

Landscape Designer 1	95.00
Landscape Designer 2	125.00
Landscape Designer 3	133.00
Landscape Designer 4	143.00
Landscape Architect 1	125.00
Landscape Architect 2	138.00
Landscape Architect 3	150.00
Landscape Architect 4	165.00
Landscape Architect 5	185.00
Landscape Architect 6	200.00
Landscape Architect 7	219.00
Landscape Architect 8	295.00
Landscape Architect 9	350.00

Planning

Planning Technician 1	90.00
Planning Technician 2	105.00
Planning Technician 3	118.00
Planning Technician 4	133.00



Discipline/Labor Category	Billing Rate
Planner 1	132.00
Planner 2	143.00
Planner 3	168.00
Planner 4	182.00
Planner 5	205.00
Planner 6	218.00
Planner 7	305.00
GIS Specialist	132.00
Sr. GIS Specialist	165.00
 <u>Architecture</u>	
Technician 1	95.00
Technician 2	105.00
Technician 3	115.00
Technician 4	125.00
Technician 5	140.00
Technician 6	200.00
Architect 1	125.00
Architect 2	140.00
Architect 3	162.00
Architect 4	199.00
Architect 5	245.00
Architect 6	268.00
Architect 7	284.00
Architect 8	300.00
Architect 9	322.00
 <u>Project Support Services</u>	
Administrative Assistant 1	99.00
Administrative Assistant 2	110.00
Administrative Assistant 3	120.00
Administrative Assistant 4	135.00
Project Coordinator 1	120.00
Project Coordinator 2	130.00
Project Coordinator 3	145.00
Project Coordinator 4	160.00
Graphic Designer	135.00
Sr. Graphic Designer	145.00

Billing Rates are updated annually by approximately four percent (4.00%)