

CONSULTANT: Otak, Inc.
CONTACT PERSON: Nico Vanderhorst
ADDRESS: 11241 Willows Road NE, Suite 200
Redmond, WA 98052
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 91-1324129/600614735
TELEPHONE/FAX NUMBER: 425-739-4212
COUNTY DEPT: Conservation & Natural Resources, Parks Div.
DEPT. CONTACT PERSON: Ed Pottharst, Senior Park Planner
TELEPHONE/FAX NUMBER: 425-308-4108
PROJECT: Paradise Valley Conservation Area Site
Improvements
AMOUNT: Not to Exceed \$188,921.56
FUND SOURCE: 309-51094552526599
CONTRACT DURATION: Execution through December 31, 2030

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Otak, Inc., a Washington corporation (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide professional services to support the design and development of site improvements to the Paradise Valley Conservation Area. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFQ No. 24-0359SB, Design Services, Paradise Valley Conservation Area Site Improvements.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon contract execution (the "Effective Date") and shall terminate on December 31, 2030. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than December 31, 2030 (with anticipated amendments for later phases to follow). PROVIDED, HOWEVER, that the

County's obligations after December 31, 2025, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SBF-SnocoPayables@co.snohomish.wa.us and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$188,921.56 for the initial term of this Agreement.

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name:	Ed Pottharst
Title:	Senior Park Planner
Department:	Conservation and Natural Resources, Parks and Recreation Division
Telephone:	(425) 308-4108
Email:	ed.pottharst@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the

County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable,

the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

- (i) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;
- (ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;
- (iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;
- (iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000;
- (v) Professional Liability: \$5,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW,

and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination and Federal Compliance. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

A. General Civil Rights Provisions: The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Title VI Solicitation Notice: The Snohomish County Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Compliance with Nondiscrimination Requirements: During the performance of this contract, the Contractor, for itself, its assignees, its consultants, its subcontractors and successors (hereinafter collectively referred to as contractor) in interest agrees as follows:

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract as Addendum D.

2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** If subcontracts applicable, in all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this contract, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, if any. The Contractor will take action with respect to any subcontract as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, the contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within ten (10) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon twenty (20) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Dept. of Conservation
and Natural Resources, Parks Division
6705 Puget Park Drive
Snohomish, Washington 98296
Attention: Ed Pottharst
Project Manager

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Bill Thornton
Purchasing Manager

If to the Contractor: Otak Inc.
11241 Willows Road NE, Suite 200
Redmond, WA 98052
Attention: Nico Vanderhorst

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFQ identified in Section 1. The RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFQ and the Contractor's response, the RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

”County”

SNOHOMISH COUNTY:

County Executive Date

Approved as to insurance
and indemnification provisions:

Risk Management Date

Approved as to form only:

Deputy Prosecuting Attorney Date

”Contractor”

OTAK, INC.:

Title _____ Date

Approved as to form only:

Legal Counsel to the Contractor Date



SCHEDULE A

Snohomish County, Washington Paradise Valley Conservation Area Site Improvements

Phase I: Preliminary Engineering/Design Services

Otak Project No. 22386

September 2025

Description of Project:

Snohomish County Department of Conservation and Natural Resources (County) is planning to construct site improvements at the Paradise Valley Conservation Area. Improvements will include expanded parking, parking for equestrian users, improved vehicular circulation, and other amenities. The first phase of the project will be to develop a preferred alternative and a 30% level design for the improvements. It will also include the preparation of a preliminary cost estimate, permit requirements summary, stakeholder and community engagement, and grant support services. The County may elect to amend this contract to add additional phases to finalize the design, engineering, and permitting, and support the County through bidding and construction of the improvements.

Schedule:

It is assumed that the duration for Phase I will be approximately seven (7) months. A detailed project schedule will be developed upon the Notice to Proceed. Schedules for later phases will be developed as part of amendments to this contract upon County request.

Scope of Services Defined:

1. Project Management and Coordination

1.1. Coordination with Snohomish County

Otak will coordinate with Snohomish County (County) on a regular basis to keep the County's Project Manager informed about project progress, project issues, and schedule. Otak will assist in scheduling project related meetings, reviews, and other coordination activities needed to keep the project moving forward. Regular communication with the County will occur on a weekly basis.

1.2. Project Kickoff Meeting

Otak will attend one (1) project kickoff meeting with County Staff. The kickoff meeting will be used to introduce all significant project team members, review and discuss project goals and requirements, and to review the project schedule. The kickoff meeting will include a review of communication requirements, roles and responsibilities, and the content of upcoming deliverables.

1.3. Coordination Meetings with County (Assume 4 Meetings)

Project coordination meetings with County Staff will occur on a regular basis to review progress, to discuss project related issues, to review schedule, and to discuss current topics. The project coordination meetings will be held virtually, at Otak offices, or at the County, depending on the agenda/topics to be covered. It is anticipated that a total of four (4) coordination meetings will be held during the design period.

1.4. Project Monitoring and Reporting

Project management will include the coordination of design team members, internal project scheduling, and the preparation of a monthly progress report and a monthly billing statement. Monthly progress reports will include information on major activities, anticipated actions, and outstanding issues to be resolved.

Deliverables

- Monthly Progress Reports and Monthly Invoices

2. Data Collection and Review

2.1. Data Collection and Review of Existing Information

Otak will inventory significant features to be considered in design. This task will also include collection and review of existing codes, records, maps, reports, and other relevant information from the County.

2.2. Review of Existing Field Conditions

Otak's project team will conduct a field visit at the start of the project that includes a comprehensive review of existing field conditions. Existing conditions will be documented, and digital photographs will be taken.

2.3. Compilation and Mapping of Existing Project Data

Preliminary survey (GIS) and basemap data and other site data will be provided by the County. Otak will compile information and prepare a working site basemap to be used for preliminary design.

Deliverables

- Preliminary Project Base Mapping (AutoCAD and PDF file)

3. Environmental/Permitting

Environmental/permitting and regulatory compliance requirements will be reviewed and documented under this task. Additional environmental/permitting scope will be added per future phases.

3.1. Site Research and Preliminary Field Review

Otak will provide general coordination and design input to support the environmental/permitting effort. Site research will be completed, and a preliminary field review will be conducted. Coordination meetings (up to two (2) meetings) will be held with Snohomish County and the design team to review/discuss project environmental/permitting requirements and constraints during the preliminary design process.

3.2. Environmental/Permitting and Requirements Summary

Based on the site research and preliminary field review completed by Task 3.1, an Environmental/Permitting Review memorandum will be prepared to document the anticipated environmental/permitting and other regulatory requirements for the preferred alternative.

Deliverables

- Environmental/Permitting Review Memorandum

4. Preliminary Engineering and Design

Otak will provide the Preliminary Engineering/Design Services necessary to develop a preferred alternative and a 30% level design to support updated parking facilities and other site improvements at the Paradise Valley Conservation Area site.

4.1. Design Review Coordination Meetings (Assume 3 Meetings)

Design review coordination meetings with County Staff and the design team will occur around key project delivery milestones to review progress, to discuss project related issues, to review technical design topics, and to discuss/resolve milestone review comments. It is anticipated that a total of three (3) design review coordination meetings will be held during the design period.

4.2. Development of Design Alternatives (Assume 3 Alternatives)

Otak will develop up to three (3) schematic parking facility design alternatives. The alternatives will include options for parking layout including ADA parking, equestrian parking, improved vehicular circulation, other site improvements and amenities, paving/surfacing options, stormwater management approach, and restoration.

The schematic parking facility design alternatives will include graphical plan layouts with annotations to illustrate the concept. A Summary Memorandum will be prepared to describe and compare the design alternatives.

Deliverables

- Schematic Plans – three (3) Design Alternatives – (Electronic 11 x 17-inch PDF file)
- Summary Memorandum – Description of three (3) Design Alternatives (PDF file)

4.3. Stormwater Alternatives Support

This task provides stormwater support for the three (3) schematic-level parking lot alternatives. Snohomish County Drainage Code compliance will be checked for each alternative and the stormwater team will work with the civil design team to minimize drainage compliance requirements where feasible. The feasibility of infiltration and dispersion will be checked based on existing geotechnical information and in consultation with the County Geotechnical Group. Depending on thresholds, water quality and flow control facilities may be needed.

4.3.1 Type, Size, and Location of Stormwater Facilities

The type, size, and location of stormwater facilities needed to meet the applicable minimum requirements will be determined for each schematic-level parking lot alternative. This will necessitate modeling analysis to size the facility.

4.3.2 Modeling Analysis

The information needed for modeling analysis will be determined from the County provided survey and GIS data and/or publicly available data. No new data will be collected. This includes contours for drainage area, soils, land cover, slope, and existing drainage infrastructure. The information will be used to create a Western Washington Hydrologic Model (WWHM) of the project to size the facilities. This task will also develop design flows to ensure adequate hydraulic sizing of the conveyance components. A SWMM model of major conveyance components will be developed. If a hydroperiod analysis of the downstream wetland is needed, the volume of the existing facility will be approximated based on existing contour information.

4.3.3 Stormwater Analysis Memorandum

A memorandum will be created to document the drainage requirements of each alternative. The minimum requirement flow charts from the drainage manual will be included. Each minimum requirement will be listed with a brief description of how compliance would be achieved. Only detailed modeling results of the preferred alternative will be included.

Assumptions

- No new data will be collected to support modeling – existing data is sufficient
- Existing facilities will be included to extent feasible (bioswales)

Deliverables

- Schematic-level location of stormwater facilities for each parking lot alternative (GIS or CAD)
- Stormwater Analysis Memorandum (PDF file)

4.4. Preliminary Design of Stormwater Facilities

A preliminary design including plan, profile, and cost estimate will be developed for the stormwater components of the preferred alternative. Stormwater Plan Sheets will include a Stormwater Facility Plan and Profile View (up to four sheets) and Stormwater Details (two sheets). Deliverables will be integrated with Task 4.6.

Assumptions

- Flow Control and Water Quality facilities are included
- Storm Water Details may be from proprietary facility manufacturers

4.5. Structural Design Support

Otak will provide structural design support for the development of the preliminary design alternatives described in Task 4.2. Structural design support will include consideration for retaining walls, footings, and underground vaults (if required). Structural design support will include documentation of structural design requirements, assistance with plan preparation, and construction cost input.

4.6. Preparation of 30% Plans

Using feedback from the County, the design alternatives prepared by Task 4.2 will be narrowed down to a preferred alternative. Otak will prepare 30% level civil design plans for the proposed alternative. Plans will be prepared to current Snohomish County standards. Plans will include horizontal layout, preliminary grading, sections, retaining walls, schematic layout of utility improvements for storm drainage and other utilities to be adjusted, paving/surfacing, details, and other parking lot or site amenities. Plans will be

prepared at a horizontal scale of 1" = 20 feet and a vertical scale of 1" = 5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. The Draft 30% Civil Plans will be submitted to the County for review. Review comments will be addressed and incorporated into Final 30% Civil Plans.

Deliverables

- 30% Plans (Preferred Alternative) (Electronic 11 x 17-inch PDF and CAD file)

4.7. Preparation of 30% Construction Cost Estimate

A Summary of Quantities will be prepared for the bid quantities anticipated at the 30% level of design. The Summary of Quantities will be used as the basis for the Engineer's Construction Cost Estimate. The engineering estimates of anticipated construction costs will be prepared using historical unit prices from similar projects, other current cost data, and recent Snohomish County projects.

Deliverables

- 30% Construction Cost Estimate (Preferred Alternative) (Electronic PDF and Excel file)

5. Stakeholder Involvement and Support

5.1. Provide Support Materials/Graphics for Stakeholder Involvement

Otak will support the County in the coordination of community involvement activities for the project. Otak will assist in the preparation of presentation materials including handouts, and presentation graphics (including plan views and sections).

5.2. Meetings with Stakeholders/Community (Assume 3 Meetings)

Otak will support the County with community outreach activities, including meetings with stakeholders, community members, park users, and park neighbors. Task 5.2 includes participation in up to three (3) stakeholder/community meetings. Task 5.2 includes the preparation of one (1) set of online survey questions to be administered by the County using Survey Monkey.

5.3. Grant Support

Otak will support the County in the preparation of Washington State Recreation and Conservation Office (RCO) grant funding applications materials. Support will include graphics and technical descriptions of the work proposed, including impacts on the site, stormwater improvements, and permitting/mitigation requirements.

Expenses

- Reimbursable for Reproduction of Plans, Specifications, Reports, etc.
- Mileage/Travel

Design Standards/Requirements

- Snohomish County Code and Design Standards
- WSDOT (Standard Plans, Standard Specifications, Plan Preparation Manual, and Design Manual)
- USFS/USDA Equestrian Design Guidebook
- USFS Standards

Assumptions

- The County will lead stakeholder involvement/outreach.
- Geotechnical engineering (if required) will be added after 30% design.
- The County will pay for all required permit fees, if applicable.
- The following Tasks are not included but based on the availability of funding, may be included as future amendments upon County request:
 - 60% to 100% Design
 - Survey and Geotechnical or other subconsultant support
 - Permitting Support
 - Bidding Support
 - Construction Administration Support

Schedule B – Compensation

Paradise Valley Conservation Area Site Improvements

Hours and Fees Estimate

Otak Project #022386

September 5, 2025



Staff Name		Nico	Bob	Touta	David	WNR PE	Joe/Civil PE	Melissa/Zach	Matt/Alex	Ahmed	Jeff	Kevin	Lindsay	Mark	Ben	Jen	Total Hours	Total Budget by Task
Task	Description	Senior PIC/Senior PM Civil	Civil Engineer X	Civil Engineer IX	Civil Engineer IX	Civil Engineer VI	Civil Engineer V	Civil Engineer III	Engineering Designer III	Engineering Technician IV	Scientist VI	Scientist II	Landscape Architect IV	Landscape Architect V	Landscape Architect III	Project Coordinator III		
1.0	Project Management and Coordination																	
1.1	Coordination with Snohomish County	16		4												8	28	\$7,683.48
1.2	Project Kickoff Meeting	4		2	2			2			2		2		2	4	20	\$4,221.82
1.3	Coordination Meetings with County (4 Meetings)	8		8	4		4	2			2		2		2	4	36	\$8,179.82
1.4	Project Monitoring and Reporting	10														10	20	\$4,917.20
2.0	Data Collection and Review																	
2.1	Data Collection and Review of Existing Information			4	4		4	4	8					2	2	4	32	\$5,290.48
2.2	Review of Existing Field Conditions	4		4	4		4	4			4		4		4	2	34	\$6,875.96
2.3	Compilation and Mapping of Existing Project Data			4			8	4		16					2	2	36	\$5,350.50
3.0	Environmental/Permitting																	
3.1	Site Research and Preliminary Field Review			2	4						12	12				2	32	\$5,726.02
3.2	Environmental/Permitting and Requirements Summary	2		2	4						8	16				4	36	\$6,359.54
4.0	Preliminary Engineering and Design																	
4.1	Design Review Coordination Meetings (Assume 3 Meetings)	6		6	6		6	2					2	2	6	2	38	\$8,015.24
4.2	Development of Design Alternatives (Assume 3 Alternatives)	8		24			32	48		32			2	8	16	2	172	\$28,774.96
4.3	Stormwater Alternatives Support	2		4	24	16		40		8					2	2	98	\$17,448.82
4.4	Preliminary Design of Stormwater Facilities	2		4	12	16		32		8					2	2	78	\$13,498.70
4.5	Structural Design Support		8						16								24	\$3,919.92
4.6	Preparation of 30% Plans	6	4	28			52	52		40			2	4	20	2	210	\$34,807.84
4.7	Preparation of 30% Construction Cost Estimate	2		8	2		8	8	2					2	4	2	38	\$6,974.98
5.0	Stakeholder Involvement and Support																	
5.1	Provide Support Materials/Graphics for Stakeholder Involvement and Surveys	2		4			4	4		4			8		4	4	34	\$5,796.08
5.2	Meetings with Stakeholders and Community (Assume 3 Meetings)	8		8						8			8		8	2	42	\$8,362.08
5.3	Grant Support	4		8	4			4					6			4	30	\$6,318.12
	Total Hours	84	12	124	70	32	122	206	26	116	28	28	36	18	74	62	1,038	
	Negotiated Billing Rate	\$351.72	\$242.57	\$233.99	\$233.99	\$184.84	\$169.80	\$142.78	\$123.71	\$120.00	\$212.16	\$124.68	\$162.04	\$166.77	\$142.51	\$140.00		
	Total Labor Cost	\$29,544.48	\$2,910.84	\$29,014.76	\$16,379.30	\$5,914.88	\$20,715.60	\$29,412.68	\$3,216.46	\$13,920.00	\$5,940.48	\$3,491.04	\$5,833.44	\$3,001.86	\$10,545.74	\$8,680.00		\$188,521.56
	Direct Expenses																	\$400.00
	Project Total	\$29,544.48	\$2,910.84	\$29,014.76	\$16,379.30	\$5,914.88	\$20,715.60	\$29,412.68	\$3,216.46	\$13,920.00	\$5,940.48	\$3,491.04	\$5,833.44	\$3,001.86	\$10,545.74	\$8,680.00		\$188,921.56