



April 28, 2022

Mr. Darrin C. Raines  
City Administrator  
City of Cosmopolis  
1300 1st Street  
Cosmopolis, WA 98537

Project: Cosmopolis 2023 SMP Update, AHBL No. 2220313.30  
Subject: Proposal for SMP Periodic Review Consultant Support

Dear Mr. Raines:

Thank you for the opportunity to submit this proposal for the City of Cosmopolis's periodic update to the Shoreline Master Program (SMP). This scope of work is for performing updates to the City's SMP, which was adopted by City Council on June 29, 2016, followed by acceptance by the Department of Ecology (Ecology). Per RCW 90.58.080(4) and WAC 173-26-090, a periodic review and update is due by June 30, 2023. Ecology is providing a grant to the City for the project.

We understand that you will be the primary point of contact at the City for this work. AHBL's (Consultant's) scope of work for Tasks 3, 4, and 5 (to coincide with your grant agreement with Ecology) is attached as Exhibit A. Tasks 1 and 2 are project oversight and securing consultant services, which are the responsibility of the City. In addition, the City will administer the Ecology grant through the EAGL system, including updating reports and sending grant performance documents to the agency.

Wayne Carlson will serve as Principal-in-Charge and quality review lead for Consultant to provide oversight of our planners, and will coordinate with City staff to ensure we are meeting the City's needs. Senior Planning Project Manager, Nicole Stickney, will provide project management and staffing, as needed, with support from additional staff members from our Eastern and/or Western Washington offices, as needed. Wayne Carlson will provide quality assurance/quality control, as authorized.

Wayne Carlson and Nicole Stickney will contact the City periodically throughout the term of the contract to discuss staffing needs and adjust staffing levels accordingly. As Principal-in-Charge, Wayne will be involved to ensure that Consultant brings the appropriate additional resources to the projects, as needed. We are accustomed to tracking our time by each project and will format our invoices to reference project elements, to correspond with your grant.

All planning services, including State Environmental Policy Act (SEPA) review, contract management, quality control, and review by senior staff, and any related assistance or other planning services will be based on the attached rate sheet (Exhibit B). We will seek your authorization for the use of any staff member not included within this scope of work.

The initial authorization on this contract will be \$11,200, with an expiration date of June 30, 2023.

*Civil Engineers*

*Structural Engineers*

*Landscape Architects*

*Community Planners*

*Land Surveyors*

*Neighbors*

*TRI-CITIES*

5804 Road 90

Suite H

Pasco, WA 99301

509.380.5883 TEL

[www.ahbl.com](http://www.ahbl.com)



If you find this proposal acceptable, please sign and return a copy of the enclosed contract (Exhibit C) to our office. We will return a copy of this contract to you after we have signed it. Our receipt of the signed contract will be our notification to proceed.

If you have any questions, please call me at (509) 380-5883.

Sincerely,

Nicole Stickney, AICP  
Senior Planning Project Manager

NS/lsk

Enclosures

c: Wayne Carlson - AHBL  
Accounting

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## **EXHIBIT A**

### **SCOPE OF WORK**

#### **Task 3** Public Participation

- 3.1 Develop a public participation plan.
- 3.2 Updates of public involvement activities in progress reports – quarterly.

#### **Task 4** Review SMP and Draft Revisions

- 4.1 Periodic review checklist.
- 4.2 Initial draft SMP amendments or Findings of Adequacy and supporting documentation.

#### **Task 5** Draft Final SMP or Findings of Adequacy and Adoption Process

*(Steps: Complete SEPA Review and documentation; Provide GMA 60-day notice; Hold public hearing; Prepare responsiveness summary; Adopt SMP and submit to Ecology by June 30, 2023)*

- 5.1 Updates of public review process activities in progress report.
- 5.2 Submit an SMP final draft amendment or Findings of Adequacy, with relevant supporting documentation and complete Period Review Checklist.

**EXHIBIT B**



# SCHEDULE OF CHARGES & COMPENSATION

Principal .....	225.00/Hour	Director of Landscape Architecture .....	170.00/Hour
Associate Principal .....	200.00/Hour	Senior Landscape Architect .....	145.00/Hour
Senior Project Manager .....	185.00/Hour	Landscape Architect 2 .....	130.00/Hour
Project Manager .....	170.00/Hour	Landscape Architect 1 .....	120.00/Hour
Senior Planning Project Manager .....	160.00/Hour	Senior Landscape Designer .....	120.00/Hour
Planning Project Manager .....	150.00/Hour	Landscape Designer 3 .....	110.00/Hour
Survey Project Manager .....	160.00/Hour	Landscape Designer 2 .....	100.00/Hour
Assistant Project Manager .....	125.00/Hour	Landscape Designer 1 .....	90.00/Hour
Senior Engineer .....	160.00/Hour	Senior Landscape Technician .....	130.00/Hour
Project Engineer 4 .....	140.00/Hour	Landscape Technician 3 .....	105.00/Hour
Project Engineer 3 .....	130.00/Hour	Landscape Technician 2 .....	90.00/Hour
Project Engineer 2 .....	120.00/Hour	Landscape Technician 1 .....	80.00/Hour
Project Engineer 1 .....	105.00/Hour	Senior Survey Technician .....	130.00/Hour
Senior Engineer Technician .....	130.00/Hour	Survey Technician 3 .....	120.00/Hour
Engineer Technician 3 .....	120.00/Hour	Survey Technician 2 .....	105.00/Hour
Engineer Technician 2 .....	105.00/Hour	Survey Technician 1 .....	90.00/Hour
Engineer Technician 1 .....	90.00/Hour	Chief of Parties .....	140.00/Hour
Project Administrator .....	100.00/Hour	Survey Crew .....	200.00/Hour
Project Expeditor .....	80.00/Hour	1-Person Survey Crew .....	130.00/Hour
Planner 5 .....	145.00/Hour	Graphic Designer .....	110.00/Hour
Planner 4 .....	130.00/Hour	Technical Editor .....	105.00/Hour
Planner 3 .....	115.00/Hour	Word Processor/Sr. Administrative Asst. ....	85.00/Hour
Planner 2 .....	100.00/Hour	Administrative Assistant .....	75.00/Hour
Planner 1 .....	75.00/Hour	Outside Consultants .....	Separate Fee Proposal
Planning Technician .....	50.00/Hour	Geotechnical Engineers .....	Separate Fee Proposal
		Environmental Consultants .....	Separate Fee Proposal

Large Format Bond .....	0.50/sf
Large Format High Density Color Bond .....	2.00/sf
Large Format Mylar .....	2.00/sf
Small Format Color Bond 11 X 17 .....	0.50/Sheet
Small Format Color Bond 8.5 X 11 .....	0.40/Sheet

**The Schedule of Charges and Compensation is subject to change.**

Charges are made for technical typing, as in the preparation of reports, and for technical clerical services directly related to projects. Direct charges are not made for general secretarial services, office management, accounting, or maintenance.

# AHBL, INC. PROFESSIONAL SERVICES AGREEMENT



This Professional Services Agreement "this Agreement" is made this **28th** day of **April, 2022**, between **City of Cosmopolis**, the "Client," and **AHBL, Inc.** of Tacoma, Washington, the "Consultant," for **Cosmopolis 2023 SMP Update**, the "Project," **AHBL File No. 2220313.30**.

The Client and Consultant agree as follows:

1. **SERVICES.** The Consultant will perform for the Client the services outlined in the Consultant's proposal letter dated **April 28, 2022**, which is incorporated into this Agreement. Said services will commence upon receipt of a signed copy of this Agreement.

This Agreement is between the parties hereto only and is not intended to benefit any third party nor to create any rights in any person or entity other than the parties hereto.

2. **COMPENSATION FOR SERVICES.** The Client shall pay to the Consultant, as compensation for the services, the amounts as identified in the proposal letter referred to in Paragraph 1. For projects that include time and expenses charges, a schedule of charges can be provided upon request.

3. **REIMBURSABLE EXPENSES.**

- 3.1 Reimbursable Expenses, surcharged by fifteen percent (15%), are in addition to compensation for Services and include expenses incurred by the Consultant and Consultant's employees and subconsultants in the interest of the Project, as identified in the following clauses.

- 3.1.1 Expense of transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long-distance communications, and fees paid for securing approvals of authorities having jurisdiction over the Project.
- 3.1.2 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.
- 3.1.3 Expense of renderings, models, and mock-ups requested by the Client.
- 3.1.4 Reprographics, copy expenses, and other expenses connected with the project.

4. **BILLING AND PAYMENT.**

- 4.1 **Initial Payment.** The Client shall make an initial payment of **zero** and **no** hundredths dollars (**\$0.00**) upon execution of this Agreement. This payment shall be applied against the final invoice. Invoices shall be submitted by the Consultant monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days after the invoice date, regardless of whether the Client has secured project financing or the Client has received payment from its client, as the case may be.

- 4.2 **Interest.** If payment is not received by the Consultant within sixty (60) calendar days of the date of the invoice, the Client shall pay an additional charge of one and one-half percent (1.5%) (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The right to charge and collect interest is in addition to, and not substitution for, the right to suspend or terminate in the event of the Client's failure to make timely payments.

- 4.3 **Suspension or Termination of Service.** If the Client fails to pay amounts within sixty (60) calendar days of the date of the invoice, this shall constitute a material breach of this Agreement, and the Consultant may, at any time, and without waiving any other rights against the Client and without thereby incurring any liability whatsoever to the Client, suspend services under this Agreement or terminate this Agreement. The Client agrees to release the Consultant from any consequences of such suspension or termination of services due to the Client's non-payment of the Consultant's fees.

- 4.4 **Set-offs, Backcharges, Discounts.** Payment of invoices is in no case subject to unilateral discounting or set-offs by the Client. Payment is due regardless of suspension or termination of this Agreement by either party. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within thirty (30) calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Client on all disputed invoiced amounts resolved in the Consultant's favor and unpaid for more than sixty (60) calendar days after date of invoice.

5. **TERMINATION.** This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Upon termination, Consultant shall be compensated for all services performed to the date of receipt of notice of termination, plus reimbursable expenses then due, plus reasonable additional expenses that may be incurred in the closing of the project records and project activities.

6. **OWNERSHIP OF DOCUMENTS.** Plans, reports, and specifications are instruments of service and shall remain the property of Consultant, whether the project for which they are made is executed or not. The Consultant shall retain all ownership rights, including the copyright. Submission to public agencies and Project contractor(s) shall not be deemed publication in derogation of the Consultant's retained rights. The Client shall be permitted to retain copies, including reproducible copies, of plans, reports, and specifications for information and reference in connection with Client's use and occupancy. The plans, reports, and specifications shall not be used by the Client on other projects, for additions to this Project, or for completion of this Project by others except by agreement in writing with appropriate compensation to, and protection from liability for, Consultant, provided Consultant is not in material breach of this Agreement.

- 6.1 **Electronic Media.** The Client may retain copies of drawings, reports, and/or specifications in electronic form. Any use or reuse of, or changes to, the electronic media will be at the Client's sole risk. The Client will defend, indemnify, and hold harmless the Consultant from any and all claims resulting from use or reuse of, or changes to, the electronic media by the Owner or the Owner's transferee.

7. OPINIONS OF PROBABLE COST. Because Consultant does not have control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable cost, when provided, are made on the basis of the Consultant's experience and qualification, and represent the Consultant's best judgment as a design professional generally familiar with the construction industry. However, Consultant cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared for the Client. If the Client wishes greater assurance as to the construction cost, the client shall employ an independent cost estimator.
8. RISK ALLOCATION. In the execution of its services, the Consultant will exercise its best professional judgment. No other warranties, expressed or implied, are given.

Client recognizes the inherent risk of claims associated with the service to be provided by Consultant. In partial consideration of Consultant's commitment to perform the services under this Agreement, Client and Consultant agree:

- 8.1 To limit the aggregate amount of damages the Client may recover against the Consultant (along with its officers, directors, and employees) arising under or related to this Agreement to \$50,000 or the amount of compensation paid to the Consultant pursuant to this Agreement, whichever is greater. The types of claims to which this limitation applies include, without limitation, claims based on negligence, professional errors or omissions, professional malpractice, indemnity, contribution, breach of contract, breach of expressed warranty, breach of implied warranty and strict liability.
  - 8.2 The Consultant shall indemnify the Client (along with its officers, directors, and employees) against damages, losses, and liability, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the negligent acts or omissions of the Consultant or its consultants in the performance of professional services under this Agreement.
  - 8.3 The Client shall indemnify the Consultant (along with its officers, directors, and employees) against damages, losses, and liability, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the negligent acts or omissions of the Client or its consultants under this Agreement.
  - 8.4 Consequential Damages. The Client and the Consultant waive consequential damages for claims, disputes and other matters in question arising out of or related to this Agreement or the breach or alleged breach of this Agreement.
9. DISPUTES.
    - 9.1 Mediation. Any dispute between the Client and the Consultant arising out of or relating to this Agreement shall be submitted to non-binding mediation. The Client agrees to participate in the mediation process in good faith upon receiving written notice, within the time limitation set forth below, from the Consultant of the Consultant's election to subject a dispute to mediation ("Notice of Election to Mediate"). Prior to commencing litigation against the Consultant, the Client shall, within the time limitation set forth below, provide the Consultant with written notice of the Client's claim(s) setting forth the nature of the dispute and the Client's claim(s), the amount in controversy, a brief summary of the factual circumstances surrounding such dispute and claim(s), and a statement of the Client's intention to commence litigation ("Notice of Intent to Litigate"). If within fourteen (14) days following the Consultant's receipt of Notice of Intent to Litigate the Consultant has not given the Client Notice of Election to Mediate, the Client may commence litigation. The Consultant may specifically enforce this mediation provision, whether through a motion to compel mediation or otherwise. Unless the Client and the Consultant subsequently agree otherwise in writing, the mediation will be conducted under the auspices of the American Arbitration Association acting under its Construction Industry Mediation Rules. Each party shall pay one-half of the mediator's charges and one-half of the mediation service's charges. The parties shall participate in the mediation process in good faith.
    - 9.2 Litigation. If the Consultant elects not to mediate a dispute or if mediation is conducted but does not fully resolve all disputes and/or claims, either the Client or the Consultant may commence litigation. In that case, both parties agree that venue of any litigation shall be in Pierce County, Washington. If litigation is not commenced within ninety (90) days of the termination of the mediation proceedings between the parties or after Consultant's written election not to submit the dispute to mediation, the claims that were the subject of the mediation proceedings shall be forever barred.
    - 9.3 Time Limitation. Any litigation arising out of or related to this Agreement, or the breach or alleged breach of this Agreement, must be commenced within one year of the date on which the Consultant last performs services pursuant to this Agreement. Claims by one party against the other, whether the basis of any such claim is known or unknown, shall be forever barred if not commenced within that one-year time period. This limitation period shall be tolled upon the Consultant's service of a Notice of Election to Mediate or the Client's service of a Notice of Intent to Litigate, and shall recommence running upon the termination of mediation proceedings or, in the event the Consultant does not elect to mediate, fourteen (14) days following service of the Notice of Intent to Litigate.
10. SPECIAL PROVISIONS.
    - 10.1 Hidden Conditions. Inasmuch as the review of an existing building and/or site requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building and/or site, the Client agrees not to make any claims against the Consultant if it develops that the conditions that were encountered were not anticipated by Consultant.
    - 10.2 Subconsultants. It is recognized and understood that some of the professional services required by this Agreement may be of a specialized nature that cannot be provided by Consultant in-house. Such specialized services include, but are not limited to, materials testing, mechanical, electrical, architectural, acoustical, and geotechnical Engineering, laboratory planning and design, professional cost estimating, LCC/energy analysis, acoustical Engineering, telecommunications Engineering, and other services identified elsewhere in this Agreement. Consultant shall, upon request received from the Client, procure such services from subconsultants subject to Client approval, and shall enter into agreements with the subconsultants. A copy of the agreements with the subconsultants shall be provided to the Client upon receipt of a written request. As the Client's agent, Consultant shall coordinate the activities of the subconsultants in the providing of their services under this Agreement.
    - 10.3 Waiver of Claims. If the client declines to retain the Consultant to perform construction phase services, then the Client waives any claim that might otherwise be made against the Consultant (or its officers, directors, or employees) arising out of or related to use of drawings, reports and/or specifications prepared by the Consultant, except to the extent that the Client establishes that the claim against the Consultant would have existed even if the Consultant had performed construction phase services.

11. MISCELLANEOUS PROVISIONS.

- 11.1 Information Provided by Client. The Consultant shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to the Consultant such information, and the Consultant is entitled to rely upon the accuracy and completeness thereof.
- 11.2 Environmental Hazards Waiver and Indemnity. The Consultant and the Consultant's subconsultant(s) shall have no responsibility for the discovery, presence, handling, removal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. It is further understood and agreed that Consultant will not contract to perform any services in connection with the detection, removal, abatement, disposal or eradication of any hazardous or potentially hazardous substances or materials located in, on, under, over, about or in any other way connected with the project or project site and that the incorporation into the contract of any specifications pertaining to such matter will be done only in accordance with the direction of the Client and their subconsultants without any responsibility or liability whatsoever of Consultant or their insurers in regard thereto.
- 11.3 Taxes. In the event that federal, state, and/or local legislative action imposes new or additional tax measures that will affect Consultant's cost of doing business, Client and Consultant agree that all professional fees negotiated in compensation for this project shall be adjusted to reflect such increases in taxation. Adjustments shall include, but not be limited to, compensation for potential new and/or the retroactive application of state sales tax on professional services, and increases in state and local business and occupation taxes.
- 11.4 Assignment. Neither the Client nor the Consultant shall assign or transfer this Agreement, or any interest in this Agreement or any cause of action arising under or related to it, without the written consent of the other, which consent may be withheld at the discretion of either party.
- 11.5 Construction Observation. The Consultant shall, if within the scope of services of this Agreement, visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Client and Consultant in writing to become generally familiar with the progress and quality of the construction. However, the Consultant shall not be required to make exhaustive or continuous onsite observations or any inspections to check the quality or quantity of the construction. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Contractor's Work (Work). The Consultant shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 11.6 Submittal Review. The Consultant shall review and take other appropriate action upon contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plans and specifications. The Consultant's actions shall be taken with reasonable promptness. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. The Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. The Consultant's review of a specific item shall not indicate review or approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems, or equipment is required by the plans and specifications, the Consultant shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the plans and specifications.
- 11.7 Property Insurance. The Client will assure that the Consultant is named as an additional insured on the builder's risk insurance policy and any other property policy carried by the Project owner and/or the Project prime construction contractor during the construction. The Client will furnish the Consultant with a certified copy of the policy or policies showing the Consultant's status as additional insured upon receipt of a request from the Consultant.
- 11.8 Governing Law. This Agreement shall be governed by the internal laws of the State of Washington.
- 11.9 Merger. This Agreement states the entire agreement between the Client and the Consultant with respect to its subject matter and supersedes all prior and contemporaneous negotiations, commitments, understandings, and agreements with respect to its subject matter. This Agreement shall not be modified or amended except by way of an instrument signed by both the Client and the Consultant.
- 11.10 Signing Authority. Each individual signing this Agreement on behalf of a named party warrants that he or she has the authority to sign on behalf of his or her principal and to bind his or her principal to this Agreement and its terms.

Client


CITY OF COSMOPOLIS

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name / Title

Date: \_\_\_\_\_

**AHBL, INC.**  
Civil & Structural Engineers - Landscape Architects -  
Community Planners - Land Surveyors  
2215 North 30th Street, Suite 300  
Tacoma, WA 98403  
(253) 383-2422

By:   
Principal in Charge - Wayne E. Carlson, FAICP, LEED AP

Date: April 28, 2022

(AHBL File No. 2220313.30)