

**CITY OF LAKE FOREST PARK  
PROFESSIONAL SERVICES AGREEMENT  
Agreement Title: On-Call Professional Services**

**THIS AGREEMENT** made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **Consor North America, Inc.** (the "Consultant"), is dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Consultant Business: Consor North America, Inc.  
Consultant Address: 600 University Street Suite #300. Seattle, WA  
98101  
Consultant Phone: (206) 462-7030  
Consultant Fax: N/A  
Contact Name Brent Robinson  
Consultant e-mail: Brent.Robinson@consoreng.com  
Federal Employee ID No.: 93-0768555  
Authorized City Representative for Andrew Silvia  
this contract:

**WHEREAS**, the City's Department of Public Works routinely requires professional engineering and related professional services support to address modest-scale tasks such as design of spot repairs to public assets, preparation of applications for permits and grant funding, limited study of public utility and other systems' performance and policies, and similar tasks; and

**WHEREAS**, a single, broadly-scoped on-call contract through which limited amounts of work would be authorized through work assignments will enable City staff to more efficiently contract for these services than establishing separate professional services contracts for each work assignment; and

**WHEREAS**, City staff have reviewed statements of qualifications included in the MRSC consultant rosters for the types of professional service required, and have determined that the Consultant and the subconsultants listed herein are best qualified to provide these services to the City;

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

**1. Employment of Consultant.** The City retains the Consultant to provide the services described in Exhibit A incorporated herein, for the On-Call Professional Services ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be Brent Robinson. The project manager(s) shall not be replaced without the prior written consent of the City.

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2024 unless the completion date is extended in writing by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

## **2. Compensation.**

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed two hundred and fifty-thousand Dollars (\$250,000.00). Consultant shall be paid in such incremental amounts as are authorized by executed Work Assignment Authorizations, the form of which attached as Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in Exhibits A, B and C. Exhibit C includes the current rates for Consultant and subconsultants. These rates shall not increase by more than 10.3% prior to the contract completion date.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

## **3. Request for Payment.**

A. Not more than once every thirty days the Consultant shall send electronically to the City's Accounting Supervisor, [ap@ci.lake-forest-park.wa.us](mailto:ap@ci.lake-forest-park.wa.us) its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

**4. Work Product.** The Consultant shall submit all reports and other documents specified in Exhibits A and B according to the schedule established in Exhibits A and B. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

**5. Termination of Contract.** City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

**6. Assignment of Contract – Subcontractors.** Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

**7. Indemnification.** To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating the Consultant's professional negligence or willful misconduct in the performance of this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

## **8. Insurance.**

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any

renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

**9. Independent Contractor.** The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

**10. Employment.** The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

**11. Audits and Inspections.** The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

**12. City of Lake Forest Park Business License.** Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

**13. Compliance with Federal, State and Local Laws.** Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

**14. Waiver.** Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

**15. Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

**16. Modification of Agreement.** This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

**17. Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

**18. Notices.**

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park  
Attn: Andrew Silvia, Senior Project Manager  
Department of Public Works  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

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

Consor North America, Inc.  
Attn: Brent Robinson  
600 University Street Suite #300.  
Seattle, WA 98101

**19. Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

**20. Counterpart Signatures.** This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the City and Consultant have executed this Agreement as of the date first above written

<b>CITY OF LAKE FOREST PARK WASHINGTON</b>	<b>CONSULTANT:</b>
By: _____ Jeff Johnson, Mayor	<b>Consor North America, Inc.</b>
_____	By: _____ Signature
Date	_____
	Typed/Printed Name
	Title: _____

	Date: _____
ATTEST:	
_____ Evelyn Jahed, City Clerk Date: _____	
APPROVED AS TO FORM:	
_____ Kim Adams Pratt, City Attorney Date: _____	

EXHIBIT A  
SCOPE OF WORK

# EXHIBIT A

## SCOPE OF WORK On-Call Professional Services City of Lake Forest Park

### Introduction and Background

The City of Lake Forest Park (City) contacted Consor (Consultant) to form an on-call professional services contract to support the City in delivering wastewater, stormwater, and transportation public works projects, programs, and other services. This Scope of Work is separated into 17 tasks to clearly distinguish each type of service the City may authorize the Consultant to perform through the issuance and execution of individual work assignments. Tasks 2 through 17 describe the various professional services that may be delivered, providing general descriptions of the type of work and deliverables anticipated under each task. Task 1, Contract Management, is intended for use in each work assignment to support the delivery of any work under Tasks 2 through 17, and is expected to be used on each work assignment.

Consultant will perform the following services in accordance with applicable standards of care to be defined in individual work assignments.

### Task 1 - Contract Management

#### *Objective*

Provide overall leadership of contract and work assignments to deliver on City defined objectives. Task responsibilities may include, but are not limited to:

- Develop work assignment scope and fee
- Organize and manage work assignment resources within full team structure
- Monitor and control the overall schedule, budget and scope.
- Develop monthly invoices and status reports
- Coordinate with City to provide work assignment status updates. Develop requests for input or information and deliverable reviews.
- Other activities that support successful delivery of scope within budget and on schedule

#### *Task Deliverables*

Deliverables may include, but are not limited to:



- Monthly invoices with status report for all active work assignments
- Schedule updates
- Amendment scopes and fees
- Meeting minutes

## Task 2 – Project Management Support

### *Objective*

Consultant will provide owners’ project management support for City capital projects and develop contract documents and contract templates to support the City in the solicitation and purchasing of professional services and public works assets. Work assignments under this task include, but are not limited to, supporting the following types of contract documents:

- Develop solicitations for professional services via Requests for Qualifications and Requests for Proposals (RFQs / RPSs)
- Develop unit price and lump sum contracts for purchasing public works assets
- Develop informal quote solicitations
- Assist City staff in advertising or otherwise distributing formal and informal solicitations, evaluating bids and proposals received, negotiating contracts, and recommending award as needed.
- Develop budgets and schedules for stormwater, wastewater, and transportation public works projects.
- Develop draft and final agreements and memoranda of understanding with public agencies and other stakeholders as needed to coordinate various capital project-related work.
- Manage the work of the City’s contracted service providers such as consultants, builders, and other vendors in accordance with executed contract provisions and expectations set in City policy and planning documents, e.g. Capital Improvement Plan.

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Draft and final versions of contract documents
- Supporting materials used in the development of contract documents
- Letters of recommendation to award contracts
- Construction and Professional Service project budgets
- Project schedules

## Task 3 – Grant and Funding Support

### *Objective*

Consultant will prepare grant and loan funding to position the City for outside funding that can support the funding of public works. Work assignments under this task include, but are not limited to, supporting the following types of activities:

- Strategy development for outside funding
- Federal, State, County and other grant applications supporting wastewater, transportation and stormwater municipal systems
- Prepare other funding source applications

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Prepared Grant Applications
- Prepared Loan Applications
- Prepared applications for other funding sources

## Task 4 – Public Outreach Support

### *Objective*

Consultant will develop and manage public outreach and engagement events ranging in approach from the informed consent model to one of collaboration. Outreach may use digital means, or in person approaches. The outreach will help guide project direction, decision making, policy development, etc. Work assignments under this task will include, but are not limited to, supporting the following types of activities:

- Develop and manage a public outreach plan
- Prepare web based and printed public outreach materials
- Organize and facilitate public outreach events

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Public Outreach Plans
- Public Outreach Materials

## Task 5 – Transportation and Traffic Management Systems Support

### *Objective*

Consultant will conduct studies and design of improvements to the transportation system at the to improve pedestrian access, traffic management, and roadway conditions, among others. Work assignments will include, but are not limited to, supporting the following types of activities:

- Investigate transportation system improvements and develop traffic studies
- Plan and design transportation system improvements for curb ramps, pavement restoration, spot improvements, etc.

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Technical and planning memoranda
- Design deliverables

## Task 6 – Surface and Stormwater Management Support

### *Objective*

Consultant will conduct studies and design of improvements to the surface water and stormwater management system to improve flooding, water quality of runoff, or system failures. Work assignments under this task include, but are not limited to, supporting the following types of activities:

- Investigate surface water and stormwater issues as they arise
- Plan and Design system improvements

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Technical and planning memoranda
- Design deliverables

## Task 7 – Sanitary Sewer Management Support

### *Objective*

Consultant will conduct studies and design of improvements to the sanitary sewer management system to improve capacity constraints, system failures, or backups. Work assignments under this task include, but are not limited to, supporting the following types of activities:

- Investigate sanitary sewer system improvements as they arise
- Plan and design system improvements

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Technical and planning memoranda
- Design deliverables

## Task 8 – Geotech and Hydrogeological Support

### *Objective*

Consultant will conduct geotechnical and hydrogeological investigations to support site scale investigation and support planning and design of improvement projects. Work assignments under this task include, but are not limited to, supporting the following types of activities:

- Conduct site geotechnical investigations
- Provide geotechnical design for new or replaced facilities and assets
- Conduct site and/or basin hydrogeological investigations

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Technical memoranda
- Design related deliverables

## Task 9 – Landscape Architecture Support

### *Objective*

Consultant will conduct environmental monitoring and maintenance of vegetation to protect the ecosystem and in support of the City's permits. Work assignments under this task will support the following types of activities:

- Conduct long term monitoring of mitigation areas installed per environmental permits
- Develop work orders for maintenance activities
- Provide professional arborist services to support local tree permit applications

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Monitoring Plans
- Work orders
- Technical memorandums

## **Task 10 – Permitting Support**

### *Objective*

Consultant will prepare, submit, and track environmental and other owner-obtained permits required for public works projects.

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Prepared Permit Applications
- Permitting strategy reports

## **Task 11 – Surveying Support**

### *Objective*

Consultant will perform field survey, as required, for public works projects and real property related activities. Work assignments under this task will include, but are not limited to, supporting the following types of activities:

- Conduct site topography survey
- Conduct boundary line adjustment survey
- Conduct platting and real property survey
- Conduct survey to support planning, design and construction

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Survey mapping
- Short plats

- Boundary line adjustments,
- ALTA surveys,
- Record of surveys and municipal utilities permit drawings.
- Field stake parcels
- Legal descriptions

## Task 12 – Geographic Information Systems Support

### *Objective*

Consultant will develop and refine the City’s Geographic Information System (GIS) for the sewer, stormwater, and transportation networks. Work assignments under this task will include, but not be limited to, supporting the following types of activities:

- Data entry to refine asset attributes
- Data entry to add additional attributes and facilities
- Strategy development to create robust and usable GIS
- Data analysis
- Map development

### *Task Deliverables*

Deliverables may include, but are not limited to:

- New/refined datasets and maps
- Technical memoranda
- Data analysis
- Map development

## Task 13 – Right of Way Acquisition Support

### *Objective*

Consultant will prepare right of way acquisition appraisals and support right of way acquisition negotiations. Work assignments under this task will include, but is not limited to, supporting the following types of activities:

- Prepare right of way acquisition appraisals
- Support right of way acquisition negotiations
- Support presentations to City Council

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Prepared appraisals and acquisition-related documentation

## Task 14 – Cost Estimating Support

### *Objective*

Consultant will prepare construction and professional services cost estimates. Work assignments under this task will include, but are not limited to, supporting the following types of activities:

- Develop engineer’s estimates of probable construction cost for AACE Classes 1, 2, 3, 4, 5, and 10
- Prepare professional services cost estimates

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Construction Cost Estimates
- Professional Services Cost Estimates

## Task 15 – Construction Engineering and Management Support

### *Objective*

Consultant will conduct construction management and construction engineering services for public works projects in transportation, sewer, and stormwater. Work assignments under this task will include, but not be limited to, supporting the following types of activities:

- Construction inspection and observation
- Construction management
- Contractor submittal reviews
- Requests for information (RFIs)
- Change order reviews

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Information to support RFIs
- Daily inspection reports
- Contractor submittal comments

## Task 16 – Policy Development

### *Objective*

Consultant will develop and refine new and existing policies to support efficient public works delivery and management in Tasks 2 through 15. Work assignments under this task will include, but are not limited to, supporting the following types of activities:

- Conduct policy research to provide comparative basis
- Develop and refine policy (e.g. municipal code) language
- Workshop policy language with stakeholders, City staff, and elected officials

### *Task Deliverables*

Deliverables may include, but are not limited to:

- New or Refined Policy language
- Research and development memoranda

## Task 17 – Professional Peer Review Support

### *Objective*

Consultant will provide professional peer review of any deliverables or documentation related to the topics in Tasks 2 through 16, or similar deliverables or documentation produced outside of this contract. Work assignments under this task will include, but are not limited to, supporting the following types of activities:

- Conduct professional review of planning and technical deliverables
- Provide input and guidance related to quality and accuracy of reviewed documentation
- Conduct peer review workshops to support design detail and/or strategic direction decision making

### *Task Deliverables*

Deliverables may include, but are not limited to:

- Review Comments
- Workshop Materials
- Summary memoranda



**EXHIBIT B**  
**WORK ASSIGNMENT AUTHORIZATION FORM**

**ON-CALL PROFESSIONAL SERVICES  
WORK ASSIGNMENT AUTHROIZATION**

AGREEMENT NO: AG-xxx

WORK ASSIGNMENT NO: AG-xxx-WAxx

CONSULTANT(S): Consor North America, Inc.

The general provisions and clauses of the Agreement referenced above shall be in full force and effect for this Work Assignment.

**Scope of Work:**

(describe work assignment understanding/assumptions, site/study area location, tasks, deliverables, deadlines, etc.)

or

See Exhibit A, which is attached hereto and by this reference made part of the Agreement.

**Work Assignment Budget:**

Task No.	Task Title	Fee
x	xxxxx	\$xxx.xx
x	xxxxx	\$xxx.xx
x	xxxxx	\$xxx.xx
<b>Maximum Amount Payable per this Work Assignment (Total Fee) =</b>		<b>\$xxx.xx</b>

**Work Assignment Completion Date:** MONTH DD, YYYY

**Approvals:**

Consultant Project Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Work Assignments less than \$30,000.00

Public Works Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Work Assignments greater than \$30,000.00:

Mayor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorization per City Council Resolution No.: \_\_\_\_\_

EXHIBIT C  
CONSULTANT HOURLY RATES OF PAY

## 2022 SCHEDULE OF CHARGES

### Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2022 through December 31, 2022. After this period, the rates are subject to adjustment.

<u>Billing Classifications</u>	<u>2022 Rates</u>	<u>Billing Classifications</u>	<u>2022 Rates</u>
Principal Engineer VI	\$294	Construction Manager X	\$285
Principal Engineer V	\$284	Construction Manager IX	\$265
Principal Engineer IV	\$273	Construction Manager VIII	\$250
Principal Engineer III	\$263	Construction Manager VII	\$241
Principal Engineer II	\$252	Construction Manager VI	\$224
Principal Engineer I	\$242	Construction Manager V	\$207
Professional Engineer IX	\$233	Construction Manager IV	\$196
Engineering Designer IX	\$225	Construction Manager III	\$179
Professional Engineer VIII	\$221	Construction Manager II	\$165
Engineering Designer VIII	\$215	Construction Manager I	\$140
Professional Engineer VII	\$211	Inspector VII	\$207
Engineering Designer VII	\$204	Inspector VI	\$190
Professional Engineer VI	\$201	Inspector V	\$172
Engineering Designer VI	\$194	Inspector IV	\$160
Professional Engineer V	\$190	Inspector III	\$142
Engineering Designer V	\$184	Inspector II	\$129
Professional Engineer IV	\$180	Inspector I	\$110
Engineering Designer IV	\$176	Technician IV	\$173
Professional Engineer III	\$173	Technician III	\$158
Engineering Designer III	\$173	Technician II	\$137
Engineering Designer II	\$163	Technician I	\$121
Engineering Designer I	\$152	Project Coordinator IV	\$168
Principal III	\$299	Project Coordinator III	\$152
Principal II	\$280	Project Coordinator II	\$137
Principal I	\$255	Project Coordinator I	\$126
Project Manager III	\$230	Administrative III	\$126
Project Manager II	\$205	Administrative II	\$116
Project Manager I	\$180	Administrative I	\$104
Cost Estimator III	\$273		
Cost Estimator II	\$221		
Cost Estimator I	\$168		

### Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

**City of Lake Forest Park - NPDES and SW Planning Support**

**Herrera Environmental Consultants, Inc.**

**2022 Billing Rates**

<b>Labor Category</b>	<b>All Inclusive Hourly Billing Rate</b>	
	<b>Minimum</b>	<b>Maximum</b>
<b>President, Vice President</b>	<b>279.51</b>	<b>335.33</b>
<b>Engineer VI / Scientist VI / Planner VI / GIS Analyst VI</b>	<b>216.97</b>	<b>303.37</b>
<b>Engineer V / Scientist V / Planner V / GIS Analyst V</b>	<b>205.47</b>	<b>273.27</b>
<b>Engineer IV / Scientist IV / Planner IV / Landscape Architect IV / CAD Technician IV /GIS Analyst IV</b>	<b>161.81</b>	<b>237.32</b>
<b>Engineer III / Scientist III / Planner III / Landscape Architect III / CAD Technician III / GIS Analyst III</b>	<b>129.44</b>	<b>203.62</b>
<b>Engineer II / Scientist II / Planner II / Landscape Designer II / CAD Technician II / GIS Analyst II</b>	<b>104.21</b>	<b>176.19</b>
<b>Engineer I / Scientist I / Planner I / Landscape Designer I / CAD Technician I /GIS Analyst I</b>	<b>77.05</b>	<b>145.37</b>
<b>Intern</b>	<b>71.91</b>	<b>80.90</b>
<b>Accounting Administrator I, II, III, IV, V</b>	<b>87.32</b>	<b>245.41</b>
<b>Project Accountant I, II, III, IV</b>	<b>92.46</b>	<b>162.35</b>
<b>Administrative Coordinator II, III, IV / Word Processor II, III</b>	<b>78.76</b>	<b>142.35</b>

## Barney and Worth Hourly Rates for Professional Services

<b>Employee</b>	<b>Rate</b>
Clark Worth, Principal	\$280
Libby Bakke, Principal	\$280
Chris Hoffman, Principal	\$255
Tammy Menkerud, Senior Managing Associate	\$255
Jenna Franklin, Senior Associate	\$230
Aubrie Koenig, Senior Associate	\$230
Kimi Sloop, Senior Associate	\$230
Susanna Julber, Senior Associate	\$230
Martin Bartlett, Associate II	\$180
Julie Hunter, Research Associate	\$168
Melissa Porter, Project Assistant	\$152
Trisha Maxfield, Project Assistant	\$137
Katie Wilson, Project Assistant	\$137
Vic Parker, Graphic/Web Designer	\$126
Clerical/Support II	\$116
Clerical/Support I	\$104

# GENERAL TERMS AND CONDITIONS

## AGREEMENT FOR PROFESSIONAL SERVICES

Dated:

To:

Re:

1. Professional Services

Fees for services are based on the time expended on the project, including travel. The fee will be computed by multiplying the number of hours worked by the hourly rate listed below:

Groundwater Consulting - \$175

Expert Services - \$200

Expert/Litigation Services - \$250

2. Reimbursable Expenses

Expenses other than salary costs that are directly attributable to our professional services will be invoiced at our cost plus 15 percent. Examples include but are not limited to expenses for out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, long distance telephone charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out of town delivery service, express mail, photography, film laboratory, equipment fees, and job related shipping charges and supplies. A unit price of \$25 per hour will be charged for use of groundwater modeling software.

3. Borings, Geophysical Surveys And Other Explorations, Field Tests, Laboratory Tests, And Other Contract Services

When we engage a contractor(s) for drilling or other exploration, testing, and/or other contract services, we will invoice you for the contractor's services plus 20 percent. Their invoices will be included in our invoice without markup. Borings, geophysical surveys, pile loading tests, plate bearing tests, in-situ tests and other field tests conducted using our equipment and personnel will be billed for labor as calculated under first paragraph of this schedule, plus the usage of our equipment at our current equipment usage rate.

4. Use Of Subconsultants and Consultants

If it is agreed that Richard Martin Groundwater LLC will not issue subcontracts and/or consultants exceeding \$10,000, and as a part of its work hereunder without your prior written consent, consent shall not be unreasonably withheld. When subconsultants and/or consultants are used, the total cost of their services will be marked up to 20 percent.

5. Standard of Care

The standard of care for all professional Services performed or furnished by Richard Martin Groundwater LLC under this Agreement shall be the skill and care ordinarily exercised by other members of Richard Martin Groundwater LLC's profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the Services were provided by Richard Martin Groundwater LLC.

Subsurface explorations and testing identify actual subsurface conditions only at those points where samples are taken, at the time they are taken. Actual conditions at other locations of the project site, including those inferred to exist between the sample points, may differ significantly from conditions that exist at the sampling



## 2022 CHARGE RATES

### PROFESSIONAL STAFF

Project Surveyor I  
Project Surveyor II

### HOURLY RATE

\$134.00  
\$102.00

### TECHNICAL STAFF

Office Technician I

\$98.00

### FIELD STAFF

Field Technician I  
Field Technician II  
**HAZMAT SURVEYOR (40-hr certified)**

\$102.00  
\$80.00  
**\$102.00**

2-Man Survey Crew  
3-Man Survey Crew

\$182.00  
\$284.00

### ADMINISTRATIVE STAFF

Administrative Support

\$98.00

### SUBCONSULTANTS

APS Locators

\$100.00

### EXPENSES

All expenses properly incurred in the performance of the work including, travel and per diem, telephone calls, reproduction and blueprinting, equipment and supply purchases, and such other service and materials as may be required, shall be billed at cost.

### TRAVEL

Per diem and lodging will be State/County specified. Mileage rate will commensurate with current Internal Revenue Service (IRS) schedules. Air travel shall be coach class at lowest possible price.

### SUBCONSULTANTS

Client approved subconsultants will be charged at actual expense plus a 10-percent burden to cover administration, insurance, and business taxes levied on gross income.

### INVOICING PROCEDURE

Charges to be billed monthly accompanied by a summary to time spent by each staff member on the project, along with related direct charges. Invoices are payment NET 30 DAYS from date of issue. Delinquent accounts will be assessed a late payment penalty for any invoice not paid within 30 days of invoice date, equal to a finance charge on the unpaid amount from the due date until paid at the rate of 1.5 percent.



**HWA GEOSCIENCES INC.**

2022 HOURLY AND BILLING RATES

EMPLOYEE	TITLE	HOURLY RATE	Overhead 2.0831	Fixed Fee 30.00%	Billing Rate
Anna Ataman	Administrative Support	\$25.50	\$53.12	\$7.65	\$86.27
Stephanie Murphy	Administrative Support	\$30.00	\$62.49	\$9.00	\$101.49
Catherine Fry	CAD	\$31.00	\$64.58	\$9.30	\$104.88
Vasiliy Babko	Contracts Administrator	\$41.00	\$85.41	\$12.30	\$138.71
Cierra Wilson	Geologist I	\$27.50	\$57.29	\$8.25	\$93.04
Isaac Wiken	Geologist II	\$28.00	\$58.33	\$8.40	\$94.73
Richard Mueller	Geologist II	\$28.00	\$58.33	\$8.40	\$94.73
Charlie Parks	Geologist II	\$28.00	\$58.33	\$8.40	\$94.73
Mary Alice Benson	Geologist II	\$30.00	\$62.49	\$9.00	\$101.49
Christian Bourgeois	Geologist II	\$34.00	\$70.83	\$10.20	\$115.03
Vincent Oskierko	Geologist III	\$36.00	\$74.99	\$10.80	\$121.79
Ayla Heinze Fry	Geologist III	\$36.00	\$74.99	\$10.80	\$121.79
Greg Krankurs	Geologist IV	\$41.00	\$85.41	\$12.30	\$138.71
Seth Pemble	Geologist IV	\$41.00	\$85.41	\$12.30	\$138.71
Nicole Kapise	Geologist VI	\$47.00	\$97.91	\$14.10	\$159.01
Bret Salazar	Geologist VI	\$48.50	\$101.03	\$14.55	\$164.08
Steve Greene	Geologist VIII	\$76.00	\$158.32	\$22.80	\$257.12
Lucas Cressler	Geotechnical Engineer I	\$35.50	\$73.95	\$10.65	\$120.10
Ahmed Mahmood	Geotechnical Engineer I	\$36.25	\$75.51	\$10.88	\$122.64
Shane Miller	Geotechnical Engineer IV	\$48.50	\$101.03	\$14.55	\$164.08
Sean Schlitt	Geotechnical Engineer V	\$53.00	\$110.40	\$15.90	\$179.30
Ali Sirjani	Geotechnical Engineer V	\$53.00	\$110.40	\$15.90	\$179.30
Joseph Westergreen	Geotechnical Engineer V	\$54.00	\$112.49	\$16.20	\$182.69
Dila Saidin	Geotechnical Engineer V	\$55.00	\$114.57	\$16.50	\$186.07
Sandy Brodahl	Geotechnical Engineer VI	\$70.00	\$145.82	\$21.00	\$236.82
Michael Place	Geotechnical Engineer VII	\$73.00	\$152.07	\$21.90	\$246.97
Bryan Hawkins	Geotechnical Engineer VIII	\$78.00	\$162.48	\$23.40	\$263.88
Jolyn Gillie	Geotechnical Engineer VIII	\$81.00	\$168.73	\$24.30	\$274.03
Donald Huling	Geotechnical Engineer VIII	\$81.00	\$168.73	\$24.30	\$274.03
Alex Forcos	Lab/Field Technician I	\$22.00	\$45.83	\$6.60	\$74.43
Matthew Kalb	Lab/Field Technician I	\$22.00	\$45.83	\$6.60	\$74.43
Alex Hodges	Lab/Field Technician II	\$26.00	\$54.16	\$7.80	\$87.96
Nicholas Johnson	Lab/Field Technician II	\$27.00	\$56.24	\$8.10	\$91.34
Kristin Nolan	Lab/Field Technician IV	\$38.50	\$80.20	\$11.55	\$130.25
Scott Shipley	Lab/Field Technician V	\$46.15	\$96.14	\$13.85	\$156.13
Arnie Sugar	Principal IX	\$88.00	\$183.31	\$26.40	\$297.71
Ralph Boirum	Principal IX	\$97.50	\$203.10	\$29.25	\$329.85
Sa Hong	Principal IX	\$97.50	\$203.10	\$29.25	\$329.85

Notes: \* Represents Capped Billing Rate



9/28/2022

<b>City of Lake Forest Park / On-Call Services</b>	
<b>UFS Not to Exceed Hourly Billing Rates - ROW Support Services</b>	
<b>Classification</b>	<b>NTE Hourly Billing Rate</b>
ROW Oversight	\$132.23
Project Manager	\$118.90
Senior Relocation Specialist	\$110.70
Senior Acquisition Specialist	\$106.60
Relocation Specialist	\$98.40
Acquisition Specialist	\$94.30
Title /Escrow Specialist	\$77.90
Senior Administrative Specialist	\$61.50

a) Billing Rates exclude reimbursable expenses for Mileage, Parking, Postage Road Tolls, Ferry Fees, etc.

b) Mileage to be reimbursed at the IRS approved rate at the time mileage is incurred.