

CITY OF LYNDEN
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT #2
On Call Stormwater Review Services

The Agreement between the City of Lynden and Gray & Osborne, Inc. dated September 15, 2022, is hereby amended as follows:

1. **TERM.** The term is by mutual agreement extended by one (1) year, through December 31, 2025.
2. **COMPENSATION.** Compensation for work done in 2025 shall be at the consultant rates established in the attached Hourly Rate Schedule (Exhibit A).
3. **TASKS.** Tasks will be amended to include post-approval discussions in Task 3 per Exhibit B. All other contract terms of the original professional services agreement and Addendum 1 remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Effective January 1, 2025.

CONSULTANT:
Gray & Osborne, Inc.

Michael B. Johnson, P.E., President Date

CITY OF LYNDEN

Mayor Scott Korthuis Date

EXHIBIT “A”

GRAY & OSBORNE, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT FULLY BURDENED BILLING RATES* THROUGH JUNE 30, 2025**

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 65.00	to	\$180.00
Electrical Engineer	\$125.00	to	\$232.00
Structural Engineer	\$125.00	to	\$232.00
Environmental Technician/Specialist	\$100.00	to	\$185.00
Engineer-In-Training	\$105.00	to	\$180.00
Civil Engineer	\$115.00	to	\$190.00
Project Engineer	\$130.00	to	\$200.00
Project Manager	\$148.00	to	\$265.00
Principal-in-Charge	\$165.00	to	\$265.00
Resident Engineer	\$125.00	to	\$200.00
Field Inspector	\$115.00	to	\$190.00
Field Survey (2 Person)***	\$200.00	to	\$315.00
Field Survey (3 Person)***	\$330.00	to	\$425.00
Professional Land Surveyor	\$125.00	to	\$208.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.67 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT B

SCOPE OF WORK

CITY OF LYNDEN ON-CALL STORMWATER REVIEW SERVICES

It is our understanding that the City is interested in using a third-party to provide Development Plan Review Services specifically for stormwater. City staff will provide a cursory look at submitted Development Plans to ensure the application is complete. These Plans would then be forwarded electronically to us as the technical reviewers. The following provides the general Scope involved with these reviews. The fee to provide these reviews will be based upon the hourly rates shown in Exhibit B.

Task 1 – Review for Adherence to Standards

Gray & Osborne will receive all necessary Development Plans and Reports electronically from City staff via email and will then review the submitted Development Plans for adherence to the City's Development Standards and Municipal Code. Our staff will review the Development Plans with the following issues in mind: The standards are being adhered to, the Project is constructable and will allow staff to easily maintain the system in the future, and a Contractor will be able to construct the Project to the standards with the information that is provided on the Plans.

Task 2 – Prepare Review Letter(s)

Gray & Osborne will prepare a letter incorporating any comments from the initial review. We will strive to provide this letter within two weeks upon receipt of the submitted electronic Plans. The comments within the letter shall be detailed enough to provide clarification on how the Plans do not meet the City standards. Gray & Osborne staff will make themselves available to answer any questions from either City staff or Developer Engineers to help clarify any issues documented in the review letters. Any communication via phone shall be followed up by an email to both the Developer Engineer and City staff.

Task 2.1 – Review Meeting

If necessary, Gray & Osborne staff can meet with City staff and/or Developer Engineers to discuss more complex matters if a letter alone would be insufficient to explain the necessary actions that are to be taken by the Developer to adhere to City standards.

Task 3 – Secondary Reviews

Following the initial review, a secondary review(s) will be performed to ensure all previous comments were addressed satisfactorily. Any additional comments and/or acceptance of the Revised Plans will be provided in an electronic letter to the City which

can then be passed on to the Developer. The secondary review shall be provided within one week of Gray & Osborne's receipt of the Revised Plans. *This task also incorporates any post approval discussions that may arise prior to or during construction for a given development plan.*

Task 4 – Expert Witness

At the request of the City, the appropriate Gray & Osborne staff member will present documentation as necessary, as part of a legal proceeding relating to any previous stormwater reviews conducted by Gray & Osborne.