

CITY OF LYNDEN

PROFESSIONAL SERVICES AGREEMENT

**Judson Street Downtown Low Impact Development (L.I.D.) Demonstration Project –
Phase 3, 10th and Judson Street
City Project Number 2023-04
Plans, Specifications, Estimate, and Construction Management**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2024 (“Effective Date”), by and between the City of Lynden, a non-charter code city and municipal corporation (“City”), and Reichhardt and Ebe Engineering, Inc., an Engineering Firm, (“Consultant”). For the purposes of this Agreement, City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, and all exhibits attached and incorporated herein, Consultant agrees to perform the professional services set forth in **Exhibit “A”** (“Scope of Work”). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely provide the professional services set forth in the Scope of Work. The Consultant will make every attempt to complete the work within the estimated budget and time schedule as set forth in the Scope of Work. Should changes or additions to the Scope of Work require the Consultant to expend more time or incur more expenses than anticipated, the Consultant will notify the City, and upon concurrence by the City, an amendment to the Agreement will be prepared and executed as set forth in Section 5.

2. TERM. This Agreement shall have a term of 2 years (“Term”), commencing on the Effective Date, and may be may extended by mutual written agreement of the Parties. Nothing in this section shall prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause as set forth in Section 3.

3. TERMINATION.

3.1 Termination Without Cause. Either Party may, at its sole discretion, terminate this Agreement by giving the other Party a 60-day written Notice of Termination. The City shall pay the Consultant for services rendered under the Scope of Work up to the date such written Notice of Termination is issued, and for such services provided in good faith thereafter up to the effective termination date; provided that, the City shall have the authority to require the Consultant to stop work at any time following issuance of the Notice of Termination by providing such additional written notice.

3.2 Termination with Cause. If the Consultant fails to perform the Scope of Services in the manner called for in this Agreement, or unreasonably delays, postpones, or abandons performance thereof, or if the Consultant fails to comply with any other provision of this Agreement and fails to correct such noncompliance within five (5) business days of receiving the City’s written notice thereof, the City may immediately terminate this Agreement for cause by providing written notice thereof. If payment due from City to Consultant becomes delinquent by more than sixty (60) days, the Consultant may terminate this Agreement.

4. COMPENSATION.

4.1 The City agrees to pay the Consultant on a monthly basis, during the Term, commensurate with portions of the work completed. The Consultant's compensation shall be paid monthly on account, for the services performed during that month, with payment due within 30 days of the invoice date. The City of Lynden, Finance Department, must receive invoices from vendors by the 5th of each month (or the following Monday if the 5th falls on a weekend day) for processing in the current month's run. The Finance Department is required to seek City Council approval to pay invoices during the second City Council meeting of the month (third Monday) before payment can be rendered. **All invoices must include the project name and number and the services rendered, according to the approved Scope of Work, for which payment is to be rendered. Consultant is responsible for providing a cost tracking report for fund allocations and for declining budget balances on invoices. Invoices and supporting documentation will be reviewed for completeness before payment will be authorized.**

4.2 Total compensation to the Consultant shall not exceed the budget allocated as set forth in the Budget set forth in **Exhibit "B"** attached.

5. **CONTRACT AMENDMENT.** Either Party may request additions, deletions, or other changes to this Agreement, including without limitation, to its scope, term, and time for performance. However, except as otherwise provided in Section 6, no addition, deletion, or change to this Agreement shall be valid or binding on either Party unless such addition, deletion, or change shall be in writing signed by both Parties. Such amendments shall be made a part of this Agreement.

6. **UNANTICIPATED REDUCTION IN FUNDING.** This Agreement and its ongoing performance shall be contingent on the availability of City funds budgeted for the services described in the Scope of Work. Notwithstanding any provision of this Agreement to the contrary, the City shall be entitled to reduce the scope of the services to be performed, or to terminate this Agreement in its entirety, in the event of any unanticipated reduction in funding or revenue available for the work ("Unanticipated Reduction in Funding"), as determined by the City. The City shall promptly notify the Consultant of any such Unanticipated Reduction in Funding. Should the City elect to terminate this Agreement in response to an Unanticipated Reduction in Funding, the City will pay the Consultant for services rendered under the Scope of Work up to the date such notice is issued.

7. INDEPENDENT CONTRACTOR STATUS.

7.1 The Parties acknowledge, understand, and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, independent contractors, and are not officials, officers, employees, departments or subdivisions of the City. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee relationship or joint venture relationship between the City and Consultant, its employees or subcontractors.

7.2 In the performance of the services herein contemplated, the Consultant is an independent contractor with the authority to control and direct performance of the details of the services; however, the results of the work contemplated herein must meet approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

7.3 As an independent contractor, Consultant is responsible for payment of all taxes arising out of Consultant's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal income tax, Social Security tax, unemployment insurance taxes, and any other Federal, State or local taxes or business license fees, as required. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or regulations, shall be Consultant's sole responsibility.

8. PROFESSIONAL STANDARDS.

8.1 The Consultant represents that the services shall be performed within the limits prescribed by this Agreement in a manner consistent with that type of care and skill ordinarily exercised by other professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances during the same period of time.

8.2 The Consultant represents that the studies, projections, plans, reports, design drawings, specifications, cost estimates, and all other engineering, consulting, and analytical services furnished under this Agreement will be in accordance with generally accepted professional practices. The Consultant hereby agrees to exercise usual and customary professional care in efforts to comply with all federal, state, and local laws, rules, and ordinances applicable to the work and to this Agreement in force at the time of Consultant's performance of the work hereunder.

8.3 It is recognized that Consultant may or will be performing professional services for other parties during the Term; however, the performance of other services may not conflict or interfere with Consultant's ability to perform the services contemplated in this Agreement. Consultant agrees to resolve any conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be, involved in Consultant's selection, the negotiation, drafting, or signing of this Agreement, or the administration or evaluation of the Consultant's performance.

9. OPPORTUNITY TO REMEDY. The parties agree that in the event of alleged error or omission by the Consultant in performance of services under the Scope of Services due to Consultant's negligence, the City may notify the Consultant promptly in writing of that fact and allow the Consultant a reasonable time to remedy the problem. Upon notice the Consultant shall promptly review and remedy the problem at the cost of the Consultant. Where responsibility for a problem may be shared by the Consultant and others, the Consultant shall endeavor to remedy the Consultant's share, at the cost of the Consultant, and to cooperate with others involved. If the Consultant demonstrates that it is not at fault for a problem identified by the City under this Section, the City shall reimburse the Consultant for its costs of

investigating the problem. This Section is subject to the City's right to terminate this Agreement with or without cause, and in no respect diminishes the City's rights set forth in Section 3 hereof.

10. GENERAL CITY RESPONSIBILITIES. The City shall provide full information regarding its requirements for the services to be performed by the Consultant, and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Consultant's services.

11. INDEMNIFICATION.

11.1 The Consultant agrees to release, indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from any and all claims, demands, actions, and suits arising from, resulting from, or in connection with this Agreement or the acts, errors or omissions of the Consultant in performance of this Agreement, to the extent of the Consultant's negligence. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. Consultant shall ensure that each sub-contractor shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers to the same extent and on the same terms and conditions as the Consultant as set forth in this paragraph. The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these obligations to indemnify.

11.2 Consultant expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW, solely for the purpose of the indemnification provided in Section 11.1. The Parties acknowledge that they have mutually negotiated this waiver.

11.3 The City agrees to release, indemnify, defend, and hold the Consultant, its officers, employees, agents, representatives, and sub-contractors harmless from any and all claims, demands, actions, suits, fees, penalties, expenses, attorney's fees, costs and litigation expenses resulting from or in connection with this Agreement or to the extent solely caused by the negligent acts of the City.

11.4 The provisions of this Section 11 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. INSURANCE.

12.1 The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

12.3 Consultant shall, at minimum, obtain insurance coverage of the following types and policy limits:

Professional Liability	\$1,000,000	each claim
Professional Liability	\$2,000,000	annual aggregate
Commercial General Liability	\$2,000,000	each occurrence
Commercial General Liability	\$2,000,000	annual aggregate
Automobile Liability	\$1,000,000	Combined single limit
Worker's Compensation	Statutory benefits	

12.4 The City of Lynden shall be listed as additional insured on the Consultant’s Commercial General and Automobile Liability policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

12.5 The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

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

12.7 Failure on the part of the Consultant to maintain insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days’ notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be reimbursed to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

12.8 The Consultant shall include any sub-consultants as insured under its policies, or shall furnish separate certificates and endorsements for each sub-consultant. All coverage for

sub-consultants shall be subject to the same insurance requirements as stated herein for the Consultant.

13. OWNERSHIP AND USE OF DOCUMENTS.

13.1 Drawings, specifications, documents and electronic discs prepared by the Consultant pursuant to this Agreement shall become the property of the City upon final payment to the Consultant. The Consultant may retain copies, including reproducible copies of drawings and specifications for information and reference. The Consultant does not intend or represent such drawings and specifications to be suitable for reuse by the City or others for purposes beyond the Scope of Work. The City shall retain copyrights to any and all documents produced by it during the course of this Agreement. The City shall indemnify, hold harmless, and defend the Consultant from and against any and all claims asserted by any party in any manner resulting from unauthorized use by the City, of the Consultant-prepared drawings, specifications, or other documents.

13.2 The Consultant shall maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as necessary to ensure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other government officials authorized by law to monitor this Agreement.

13.3 The Consultant shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years following its expiration or termination. The Consultant agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

14. DISPUTE RESOLUTION. Any dispute arising out of the terms and conditions of this Agreement shall be subject to the following mediation process, as a condition precedent to filing any legal cause of action. If a dispute shall arise, a meeting shall be held promptly between the Parties to attempt in good faith to negotiate a resolution to the dispute. For purposes of this Section 14, "promptly" shall mean within fourteen (14) calendar days of a Party requesting a meeting to resolve a dispute. If within ten (10) days after such meeting the Parties have not succeeded in resolving the dispute, the dispute shall be mediated. Either Party may provide written notice to the other that the dispute shall be submitted to mediation and a mediator shall be selected. In the event that within seven (7) days of receipt of said written notice the Parties are unable to agree on a mediator, either Party may request appointment of a mediator by any Judge of the Whatcom County Superior Court, sitting in Chambers, and the Judge is hereby authorized to select a mediator. Both Parties shall cooperate to assure that mediation occurs in a timely manner and both Parties shall supply all materials provided to the mediator to the other Party at least two (2) days before mediation. Engaging in mediation shall not affect any claim, right, remedy, or defense of either Party. Should mediation prove unsuccessful, all claims, rights, remedies and defenses of each Party shall be preserved. Mediation shall be terminated upon (a) successful resolution of the dispute; (b) written declaration by the mediator of an impasse between the Parties; or (c) following completion of two or more mediation sessions held on separate days, written declaration by one of the Parties

of an impasse. Each Party shall share equally in the fees and expenses associated with mediation, including fees and expenses of the mediator; provided that, each Party shall bear its own costs, including witness fees, and costs, associated with mediation.

15. CLAIM AND DISPUTE EVALUATION. At the City's request, the Consultant will assist the City in reviewing and evaluating claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes, regardless of whether or not the Consultant is named in such legal action. In no case shall the Consultant be obligated to provide such services until the method of compensation for such services is agreed.

16. EQUAL OPPORTUNITY.

16.1 The City is an equal opportunity employer.

16.2 The Consultant agrees to comply with all federal, state, and local laws governing equal opportunity employment. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, marital status, or national origin. Further, the Consultant will not discriminate against any employee or applicant for employment because of the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. The foregoing includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Consultant further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause.

16.3 The Consultant will ensure that applicants for employment, and all employees during their employment, are treated without regard to race, creed, color, sex, age, marital status, national origin; or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees, agents, and sub-contractors adhere to this provision.

17. SUBCONTRACTING OR ASSIGNMENT. The Consultant shall not subcontract or assign any portion of this Agreement without prior written approval of the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment made pursuant to this Agreement and Consultant shall incorporate by reference this Agreement in its contracts with its subconsultant(s) or assignees.

18. FORCE MAJEURE. Neither Party shall be liable to the other Party for failure or delay in performance of this Agreement due to acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either Party or as otherwise defined by law, provided the delayed Party shall make reasonable efforts to avoid or mitigate such delay and shall promptly notify the other Party in writing of the cause of the delay and its extent.

19. NOTICE. In every case where, under any of the provisions of this Agreement or in the opinion of either the City or the Consultant or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the City Administrator if given by the Consultant, or to the President or Secretary of the Consultant personally, if given by the City; or (2) mail the same or a copy thereof by first class, registered or certified mail, postage prepaid, addressed to the other Party at such address as may have theretofore been designated in writing by such Party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the City for the purpose of mailing such notices shall be as follows:

Mayor
CITY OF LYNDEN
300 4th Street
Lynden, Washington 98264

and the address of the Consultant shall be as follows:

Luis Ponce, P.E.
Reichhardt & Ebe Engineering, Inc.
423 Front Street
Lynden, WA 98264

20. APPLICABLE LAW AND VENUE. This Agreement has been, and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by and between the City and the Consultant, that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial proceeding, for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in the Whatcom County Superior Court, Bellingham, Washington.

21. ENTIRE AGREEMENT. This Agreement contains all of the terms and conditions agreed upon by the parties regarding professional services rendered in connection with the Scope of Work. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written agreement of the parties.

22. ATTORNEY'S FEES. The Parties agree that in the event a civil action is instituted by either Party to enforce any of the terms and conditions of this Agreement or to obtain damages or other redress for any breach hereof, the prevailing Party shall be entitled to recover from the other Party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

23. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

EXHIBIT A
JUDSON STREET DOWNTOWN Low Impact Development (L.I.D.) DEMONSTRATION
PROJECT – PHASE 3, 10th AND JUDSON STREET
CITY PROJECT NUMBER 2023-04
SCOPE OF WORK
PLANS, SPECIFICATIONS, ESTIMATE, AND CONSTRUCTION MANAGEMENT

I. PROJECT UNDERSTANDING

Reichhardt & Ebe Engineering Inc., (CONSULTANT) shall provide professional services to the City of Lynden (CITY) for the final design, plans, specification, estimate, construction management and inspection for the stormwater low impact development (LID) best management practices (BMPs) along S 10th Street, from Front Street southerly to Judson Street, and along Judson Street, from S 10th Street to approximately 7th Street. This project will replace sidewalks that are currently compacted gravel and concrete with pervious concrete to allow for infiltration. Within the 10th and Judson Street right-of-way, the project will install new curb and gutter to convey runoff to treatment devices and infiltration trenches, and install retaining walls along the south side of Judson Street. This project will provide enhanced treatment and infiltration for 100 percent of the runoff generated in the basin up to and including flows from the 100-year storm event. This project will be constructed along with a roadway maintenance project to improve drainage and water quality in the basin. Pedestrian, roadway, and utilities improvements are anticipated to occur because of the construction of the stormwater LID BMPs.

This project is the third and final phase of construction that will ultimately retrofit approximately five square blocks in downtown Lynden, between Front Street and Judson Street, from 7th to 10th Streets. The CITY has completed Phase 1 and is scheduled to complete Phase 2 in 2024.

These projects will serve as a pilot project, demonstrating the abilities of the implemented LID methods for future applications. Through this project, the CONSULTANT will evaluate the cost of BMP lifecycle maintenance and show an example of LID stormwater management BMPs.

Project Schedule

The CONSULTANT is available to begin work immediately. Project milestone dates are anticipated as follows:

- Final Design Plans and Specifications – Jan to April 2025
- Advertisement for Bids – April/May 2025
- Construction Completion/Project Completion/Agreement Expiration Date – 12/31/2026

The above schedule could change as a result of DOE reviews and approvals timelines.

Team

The Team is made up of the following firms/organizations:

Owner:City of Lynden
Prime Consultant.....Reichhardt & Ebe Engineering, Inc.

Stormwater / Public Outreach	Herrera Environmental
Geotechnical Engineering	GeoEngineers
Materials Testing.....	To be determined at later date as construction not scheduled until 2025-2026. Estimated costs are included in the fee for budget purposes, but subject to change.
Survey.....	To be determined at later date as construction not scheduled until 2025-2026 and level of survey needs will not be known until construction. Estimated costs are included in the fee for budget purposes, but subject to change.

II. SCOPE OF WORK

1.0 GRANT AND LOAN ADMINISTRATION

1.1. Progress Reports That Include Descriptions of Work Accomplished, Project Challenges, or Changes in the Project Schedule

1.1.1. Progress Reports and Invoicing

The CONSULTANT shall prepare monthly progress reports that describe the tasks or percentage of tasks that were accomplished during a given month, as well as a forecast of work to be completed over the following month. The monthly progress reports will also identify any other issues or problems that may occur in any given month, as well as proposed dates and times for upcoming coordination meetings. The CONSULTANT shall submit these monthly progress reports to the CITY with the monthly invoices. As a part of the Progress Reports and Invoicing, the following task items will be performed:

- Monitor Scope
- Monitor Budget
- Monitor Schedule / Prepare Schedule Updates
- Prepare Monthly Status Reports and Invoices (invoices shall separate DOE eligible and ineligible costs by Tasks). The CONSULTANT will verify that the invoice process/cost tracking meets DOE funding expectations prior to submission of the first invoice.
- Prepare Supporting Documentation for Invoices

1.1.2. Project Meetings

The CONSULTANT shall facilitate and conduct the meetings as described below. Assumptions as to the number of meetings conducted are indicated.

- Kick-Off Meeting (1)
- CITY Coordination Meetings (3)
- Review Meetings (2)

1.1.3. Public Meetings

The CONSULTANT shall attend one public meetings at the request of the CITY. The CITY will be responsible for notifying property owners, planning, holding, and conducting the

meeting. The CONSULTANT shall be available for technical questions relating to the design. The CONSULTANT shall provide project exhibits for viewing by the public.

1.1.4. CITY General Coordination

The CONSULTANT assumes that the CITY will coordinate the project design with DOE. The CONSULTANT shall assist the City with DOE coordination.

1.1.5. Quality Control / Quality Assurance

The CONSULTANT assumes previously used methods to assure quality control/quality assurance is adequate for this phase and limited, if any, additional quality control/quality assurance will be needed.

Deliverables:

- Meeting Notes and Minutes
- Monthly Progress Reports
- Monthly Invoices
- Notes to Design File

1.2. Recipient Closeout Report (EAGL Form)

The CONSULTANT shall prepare the recipient closeout report for this phase of grant funding using ECOLOGY's template and input from CITY staff.

Assumptions:

- CONSULTANT will provide details on total project cost, lessons learned, etc.
- The CONSULTANT will attend up to one two-hour virtual meeting

Deliverables:

- Draft Recipient Closeout Report (.docx, .pdf)
- Final Recipient Closeout Report (.docx, .pdf)

2.0 CULTURAL AND ENVIRONMENTAL REVIEWS, AND PERMITTING

The CONSULTANT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The CITY must approve all materials prior to submitting them to ECOLOGY for acceptance.

2.1. Cultural Resources Review Form

Per DOE's October 15, 2019, e-mail to the CITY, DOE did not receive any comments from DAHP or tribes on this project. Based on this information, DOE retained its preliminary determination of **No Cultural Resource impacts with a stipulation for an inadvertent discovery plan (IDP)**. Ecology has received an IDP for this project. Given this DOE determination, no other Cultural Resources work, other than a quick review to verify no changes in requirements, is needed for this project assuming there are no changes to the project that may impact archaeological or historic materials.

2.1.1. Temporary Construction Easements

The design and construction of the project will require the acquisition of temporary construction easements (TCE). The temporary easements will not require legal descriptions or recording as they will become void once the project is completed. The CONSULTANT will determine the easements based on roadway geometry. All work will be done in accordance with Washington State Department of Transportation Right-of-Way Manual and Local Agency Guidelines Manual, federal rules, regulations, laws and guidelines.

This scope of work is based on the estimated need for 6 temporary construction easements.

2.1.1.1. Temporary Construction Easements Exhibits (6)

The CONSULTANT will prepare up to 6 temporary construction easement exhibits, one for each parcel, to be used by the AGENCY in communications and negotiations with private property owners. The AGENCY will be responsible for obtaining and executing the TCEs. The temporary construction easement exhibits shall include the following information:

- Existing ROW
- Area of proposed temporary construction easement
- Property owner information

2.1.1.2. Meetings with Property Owners (10)

The CONSULTANT will meet with the AGENCY and property owners of up to 6 parcels in coordination with the AGENCY to discuss matters pertaining to:

- Design impacts to private property
- Temporary construction easements
- Explain potential public impacts during construction

Up to 10 meetings are assumed as various tenants may be involved, or multiple meetings with a single owner may be necessary.

Deliverables

- TCE exhibits

2.2. Inadvertent Discovery Plan

An Inadvertent Discovery Plan (IDP) has already been submitted and reviewed by DOE. Prior to bidding the project, the CONSULTANT shall update the Inadvertent Discovery Plan if needed. The CONSULTANT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site.

2.3. SERP Packet

The CONSULTANT will conduct appropriate environmental reviews of the project. The CONSULTANT will provide a complete State Environmental Review Process (SERP) information package with a SERP Cover Sheet to ECOLOGY for approval. The CONSULTANT will include the State Environmental Policy Act (SEPA) checklist and threshold determination, documentation of public participation, and required Environmental Justice information.

2.3.1. SEPA

The SEPA has been completed in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11) for this project. A DNS was determined for this project.

Deliverables:

- SEPA Checklist
- DNS Determination

2.3.2. Environmental Justice

An Environmental Justice (EJ) report has already been submitted and reviewed by DOE. Prior to bidding the project, the CONSULTANT shall review and update the EJ report if needed.

Deliverables:

- Updated EJ report (if needed) findings and conclusions

3.0 DESIGN PLANS AND SPECIFICATIONS

3.1. Contract Documents (if contracting out for design)

This item will be completed under Task 3.0 items, such as Task 3.8, Final Bid Package . Any additional documents that may be required by ECOLOGY and uploaded to EAGL are the responsibility of the CITY.

3.2. Design Report

The Design Report has already been submitted/reviewed/accepted by DOE. Prior to bidding the project, the CONSULTANT shall review and update the Design Report if needed. If the changes are significant, the CONSULTANT may request a supplement for this additional work.

Deliverables:

- Updated Design Report (if needed)

3.3. Responses to Ecology Design Report Comments

As the Design Report has been completed, additional DOE comments are not anticipated. Should the CONSULTANT need to address additional DOE comments, the CONSULTANT may request a supplement for this additional work.

Deliverables:

- Response to DOE Design Report comments (if needed)

3.4. Ecology Design Report Acceptance Letter

The DOE has already issued a Design Report Acceptance Letter (2/24/2021), thus no additional DOE comments are anticipated. Should the CONSULTANT need to address additional DOE comments, the CONSULTANT may request a supplement for this additional work.

3.5. 90 Percent Design Package

The 90 Percent Design Package has already been submitted/reviewed/accepted by DOE. If DOE requests additional changes to the 90 Percent Design Package, the CONSULTANT may request a supplement for this additional work.

Deliverables:

- Revised 90 Percent Design Package (if needed)

3.6. Responses to Ecology 90 Percent Design Package

As the Design Report has been completed, additional DOE comments are not anticipated. Should the CONSULTANT need to address additional DOE comments, the CONSULTANT may request a supplement for this additional work.

Deliverables:

- Response to DOE Design Report comments (if needed)

3.7. Ecology 90 Percent Design Acceptance Letter

DOE has already issued the 90 Percent Design Acceptance Letter (5/17/2021), thus the CONSULTANT does not anticipate any additional work for this task. If DOE requests additional changes, the CONSULTANT may request a supplement for this additional work.

3.8. Final Bid Package

3.8.1. Plans

The CONSULTANT shall prepare final plans in accordance with CITY and WSDOT standards. Final plans will include, at the very least, the following:

1. Cover Sheet and Vicinity Map
2. Standard Legend and Abbreviations

3. Roadway Plan and Profile
4. Stormwater Design
 - Additional geotechnical and review of the proposed infiltration trench located at the SW corner or 10th & Judson. Based on site information, this area may not infiltrate as expected, thus the additional work to verify infiltration at this location will work.
5. Typical Roadway Sections & Details

Deliverables:

- Final Plans (.docx, .pdf)

3.8.2. Specifications and Contract Documents

The CONSULTANT shall prepare specifications and contract documents for the final bid package. After the CITY reviews the draft final bid package, the CONSULTANT shall prepare the final list of bid items, specifications, and contract documents, to include Local Agency and APWA GSP's and Special Provisions. The CONSULTANT shall also incorporate the ECOLOGY specification insert into the final specification and contract documents. Work will be performed in accordance with the following tasks.

- Review Local Agency and APWA GSP's
- Bid Proposal Form
- Special Provisions including contract documents and ECOLOGY specification insert

Deliverables:

- Final Specifications and Contract Documents (.docx, .pdf)

3.8.3. Estimates

The CONSULTANT shall determine quantities and prepare a cost estimate to be submitted to the CITY for review. Work will be performed in accordance with the following tasks:

- Quantity Take-Offs
- Preliminary Cost Estimate

Deliverables:

- Final Estimate (.docx, .pdf)

The Final Bid Package will consist of the Final Plans, Specifications, and Estimate prepared under this Section. After a CITY review of the Final Bid Package, the CONSULTANT shall prepare the Final Bid Package for submittal to ECOLOGY. The CONSULTANT will upload the Final Bid Package to EAGL then notify the CITY and ECOLOGY of the submittal status.

3.9. Responses to ECOLOGY Final Bid Package Comments

The CONSULTANT shall submit the Final Bid Package to ECOLOGY for review, acceptance, and final approval to advertise for bids. The CONSULTANT, with assistance from the CITY, will coordinate, review, and respond to ECOLOGY comments. The CONSULTANT will document ECOLOGY comments, incorporate comments, and resubmit the Final Bid Package for final

ECOLOGY acceptance. A total of two submittals and responses to ECOLOGY comments are assumed.

3.10. ECOLOGY Final Bid Package Acceptance Letter

The CONSULTANT shall provide the City with the Final Bid Package. The CITY shall upload the Final Bid Package to EAGL and notify Ecology.

3.11. Bid Documents

Once Final Bid Package Acceptance has been obtained from ECOLOGY, the CONSULTANT shall remain 'on-call' until the contract has been awarded to the successful bidder. The types of assistance that shall be provided to the CITY during the pre-bid and bid periods of the PROJECT may include:

- Responding to Engineering Questions from Contractors
- Interpretation and Clarification of the Bid Documents
- Prepare Documents for and Conduct Pre-Bid Meeting
- Preparing Contract Addendums
- Evaluating the Bids
- Providing a Recommendation of Award of the Contract
- Review of Low Bidder and Subcontractors for Suspension and Debarment

Deliverables:

- Addendums
- Documentation of Bidder Questions
- Bid Tabulation
- Recommendation to Award

4.0 CONSTRUCTION MANAGEMENT

4.1. Construction Quality Assurance Plan

The Construction Management Scope and Fee is being prepared approximately 18 months in advance of the anticipated start of construction and therefore should be considered preliminary and subject to change once the final contract documents have been completed and the final scope of construction is fully known including the number of working days. Material testing and survey subconsultant cost are estimated cost and only provided to show that this will be an incurred cost.

The CONSULTANT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of advertising. This plan will describe how the CONSULTANT will perform adequate and competent construction oversight.

As part of the CONSULTANT's effort to maintain construction quality, the CONSULTANT shall conduct and administer various project meetings and work items as listed below:

4.1.1. Onsite Franchise Utility meetings.

These meetings will be to address the concerns of the Franchise Utilities with the CITY and Contractor. A total of 2 meetings have been assumed.

4.1.2. Construction Progress meetings with the CITY, Contractor, Subcontractors and Franchise Utilities.

These meetings will be scheduled in advance and shall occur on a weekly basis or as needed. A total of 12 meetings have been assumed.

4.1.3. Property Owner meetings with the CITY, Contractor, and private property owners.

These meetings will be to address the concerns and issues of various property owners surrounding the Project. A total of 10 meetings have been assumed.

4.1.4. Project Management meetings with CONSULTANT staff and the CITY as necessary.

The purpose of these meetings will be to discuss project management issues, including satisfaction of the CITY, budget, schedule, project direction, coordination, and changes. A total of 10 meetings is assumed.

4.1.5. Peer Reviews

This work will include detailed review of work products by staff with technical expertise in the specific work area.

4.1.6. Senior Reviews

This work will include review by senior staff to ensure that the Project is technically correct, constructed in accordance with the contract plans and specifications, and meets the requirements of the Scope of Work.

Deliverables:

- Construction Quality Assurance Plan
- Meeting agenda and minutes

4.1.7. Construction Management

This work item includes the effort related to managing the construction of the Project in accordance with ECOLOGY-accepted plans and specifications, consisting of the day-to-day activities and contacts with the various parties involved.

The CONSULTANT shall perform the following activities as they relate to the Project:

- Act as daily point of contact with the Contractor and CITY and monitor progress and quality of work on a daily basis.

- Act as a daily point of contact with property owners adjacent to the project. The CONSULTANT and/or the CITY will be responsible for satisfying the concerns of the property owner and for making any changes to the project to accommodate those concerns.
- Review and approve force account work as allowable by the Contract Documents.
- Resolve day-to-day Project issues, as well as design and contract issues with the engineer, Contractor and CITY. The CONSULTANT shall be responsible for making and implementing any and all revisions to the Project documents.
- Prepare and respond to all Project correspondence with the Contractor, CONSULTANT, Subconsultants, and CITY.
- Review Request for Approval of Materials (RAMs) and Submittals.
- Monitor Project costs (actual vs. budget) and report monthly with pay estimate.
- Review Contractor's baseline schedules.
 - Maintain schedule updates and record calendar or working days during contract work in accordance with the Contract Documents.
 - Provide documentation, justification, and recommendations on how to address any delays.
- Maintain updated field record drawings.
- Coordination and communication with the CITY.
- Preparation of field record drawings to be used in preparation of the As-Built Drawings.
- Assist in Claim Evaluation.
- Prepare of the Record of Materials (ROM) for all materials to be incorporated into the project.

Deliverables:

- Written documentation pertaining to Project issues
- Written correspondence
- Weekly working days statements
- Preparation of As-Built Drawings
- Record of Materials

4.1.8. Testing Services

The CONSULTANT shall provide and manage the performance of quality control testing. Testing will be performed on an as-needed basis in accordance with the ROM and LAG Manual by an accredited testing laboratory. Quality control testing services provided as part of the construction management contract shall include:

- Soil materials acceptance testing.
- Proctor analysis and in-place density testing for backfill operations.
- Hot mix asphalt testing.
- Concrete testing and concrete cylinders.

Deliverables:

- Written test results and/or reports for all tests conducted distributed to the CITY and Contractor

4.1.9. Inspection Services

The CONSULTANT shall provide one full-time onsite construction inspector for 8 hours per day, 40 hour work weeks for 50 working days. The onsite inspector will perform the following duties at a minimum:

- Document pre-construction conditions by taking photos as well as develop field notes prior to construction start.
- Inspect work methods and products; verify compliance with Project contract plans and specifications.
- Inspect materials; verify compliance with Project contract plans and specifications.
- Inspect equipment; verify compliance with approved submittals and Project contract plans and specifications.
- Coordination of work with adjacent property owners.
- Coordination with subconsultants.
- Coordination with utility companies.
- Point of contact for quality control testing services.
- Review required wage rates and conduct employee wage interviews.
- Verify environmental compliance.
- Prepare inspection correspondence, records, and reports.
- Verify permit compliance.
- Develop punch lists.

Deliverables:

- Pre-Construction Photos
- Daily inspection report on quality compliance
- Quality Control test reports
- Wage Interview Report
- Punch lists

4.1.10. Construction Survey

Surveying shall be provided by an R&E Subconsultant to be determined later. Survey services shall be in accordance with the construction contract documents.

The CONSULTANT shall also perform the as-built survey necessary to aid in production of the as-built drawings.

4.2. Pre-Construction Conference

The CONSULTANT shall conduct and administer various project meetings including, but not limited to, a pre-construction meeting with ECOLOGY, the CITY, Contractors, Subcontractors, and

Franchise Utilities. Upon completion of the meeting, the CONSULTANT shall draft meeting minutes and submit the minutes to ECOLOGY via EAGL.

Deliverables:

- Pre-Construction Meeting Minutes

4.3. Project Schedule

The Contractor will be required to submit a project schedule at the Pre-Construction Meeting described in Section 4.2. The CONSULTANT shall approve or return the schedule for corrections. Once approved, the schedule will be uploaded to EAGL and ECOLOGY will be notified.

During construction, the Contractor will be required to provide weekly look-ahead schedules and update the project schedule when any of the following events occur:

- The project has experienced a change that affects the critical path
- The sequence of work is changed from that in the approved schedule
- The project is significantly delayed
- Upon receiving an extension of contract time

The CONSULTANT shall upload the weekly look-ahead and updated projects schedules to EAGL and ECOLOGY will be notified.

Deliverables:

- Project Schedule
- Review and Monitor Contractor's Project Schedule
- Weekly Look-Ahead Schedules
- Revised Project Schedules (as applicable) and approved changes

4.4. Revised Construction Cost Estimates When Changes in Construction Schedule Occur

The CONSULTANT shall submit monthly invoices and status reports to the CITY and track the Project budget.

The CONSULTANT shall implement a Project documentation and tracking system for submittals, request for information (RFI's), revisions, force account work, correspondence, and Project contacts. This work will include maintenance of the Project files.

The CONSULTANT shall track Bid Item quantities incorporated into the Project for the purpose of preparing monthly pay requests and verification that the project is constructed in accordance with the Contract Documents. Tracking Bid Item quantities includes preparing and maintaining supporting documentation. This work will include reviewing the Bid Item quantities with the Contractor and preparation of the monthly pay requests. Monthly pay requests will be submitted to the CITY and the Contractor for review and approval.

Deliverables:

- Project documentation system and database
- Database reports of outstanding submittals, RFI's

- Project bid item quantity documentation
- Monthly pay requests
- Monthly Invoices
- Monthly Status Reports

4.5. Change Orders

The Project documentation and tracking system described in Task 4.4 shall also be used to track, change orders. Changes and alterations may include:

- Deleting any part of the work
- Increasing or decreasing quantities
- Altering Specifications, design, or both
- Altering the way the work is to be done
- Adding new work
- Altering facilities, equipment, materials, services, or sites, provided by the CITY
- Ordering the Contractor to speed up or delay the work

The CONSULTANT shall advise the CITY as to the need or justification for change orders. The CONSULTANT shall be responsible for preparing cost estimates, negotiations with the Contractor, preparation of, and obtaining the appropriate approval for change orders from the CITY.

Prior to execution, the CONSULTANT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. The CONSULTANT will not execute a change order without CITY and ECOLOGY review and acceptance prior to implementation.

Deliverables:

- Database reports of outstanding change orders

5.0 CONSTRUCTION

5.1. Signed and Dated Construction Contract

As part of the Final Bid Package, the CONSULTANT shall provide the CITY with contract forms to enter a construction contract with the bidder the CITY has elected to award the contract to. This scope of work assumes the CITY will provide ECOLOGY with a sign and dated construction contract.

5.2. Stormwater Construction Completion Form

The CONSULTANT shall complete a Stormwater Construction Completion Form. The Stormwater Construction Completion Form will be uploaded to EAGL and ECOLOGY will be notified.

Deliverables:

- Notice of Construction Completion

6.0 PROJECT CLOSEOUT

6.1. Facility Operation and Maintenance Plan

The CONSULTANT shall prepare an operations and maintenance plan for the constructed drainage facilities. The plan will include a narrative of facility function, description of recommended maintenance procedures and frequency, manufacturer's cut sheets, project contacts, and record drawings.

Deliverables:

- Draft Operations and Maintenance Plan (.pdf)
- Final Operations and Maintenance Plan (.pdf)

6.2. Final, As Constructed, Project Area Shapefile

The CONSULTANT shall close out the Project which will include the following activities:

- Conduct final inspection with the CITY, and Project Designer to establish final punch list.
- Monitor and verify completion of punch list items and issue Notice of Substantial Completion and/or Notice of Physical Completion to Contractor.
- Collect the contractor's as-built information and incorporate into the as-built drawings.
- Project Closeout per LAG Manual.

Deliverables / Products:

- Issuance of Notice of Substantial Completion if necessary
- Itemized punch list
- Issuance of Notice of Physical Completion
- Issuance of As-Built drawings to the CITY
 - 3 - 11"x17" hard copies
 - Two USB flash drives, each containing the following:
 - One AutoCAD electronic copy
 - One PDF electronic copy
 - Shapefile of the project area (to be uploaded to EAGL)
- Delivery of complete contract administration documentation and files

6.3. Outcome Summary

The Outcome Summary will be provided by Herrera. See Herrera scope for further details.

6.4. Final, As Constructed, Equivalent New/Redevelopment Area Determination

The CONSULTANT shall calculate the equivalent new plus redevelopment area based on the formulas defined in section 1.7 of Ecology's "Stormwater Design Deliverables Guidance" document.

Assumptions:

- The project areas and BMPs are substantially similar to those shown on the 90% design plans dated May 4, 2021, and will only require minor (if any) updates.

Deliverables:

- Memo documenting the equivalent new plus redevelopment area determination (.pdf)

6.5. REIMBURSABLES

Exhibit B provides budget amounts for reimbursables such as shipping, reproductions, office supplies and non-professional services directly related to the completion of the work which will be charged at the actual cost incurred. Also included are the estimated amounts for reproductions of contract documents for bidding purposes. Budgeted amounts shown are estimates of the actual costs for reimbursables.

SUBCONSULTANTS

The CONSULTANT will contract and coordinate with the following subconsultants in accordance with the scope of work and task items identified. Subconsultants have provided scopes and budgets for their services as identified in Exhibit A-1

- Herrera Environmental
- GeoEngineers

III. SUPPLEMENT FOR ADDITIONAL CONSULTING SERVICES

If mutually agreed upon by the CITY and the CONSULTANT, this contract may be supplemented to include work not specifically addressed in sections I and II above and additional cost resulting from CONSULTANT's staff rate changes. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

Exhibits A-1

Subconsultants' Scopes and Fees

Herrera Environmental

GeoEngineers



554 West Bakerview Road
Bellingham, Washington 98226
360.647.1510

March 15, 2024

Reichhardt & Ebe Engineering Inc.
P.O. Box 978
423 Front Street
Lynden, Washington 98264

Attention: Luis Ponce, PE

Subject: Proposal
Supplemental Geotechnical Engineering Services
10th Street and Judson Street Stormwater Improvements
Lynden, Washington
File No. 03922-040-01

INTRODUCTION

GeoEngineers, Inc. (GeoEngineers) is pleased to present this proposal to provide supplemental geotechnical engineering services for the proposed stormwater improvements located at the intersection of 10th Street and Judson Street in Lynden, Washington. GeoEngineers previously completed a study within the project vicinity for the Judson Street Downtown LID Demonstration Project. This project will provide supplemental information to our previously completed study and will be completed in conjunction with the City of Lynden (City). We understand the current design for infiltration involves construction of an infiltration trench at the project site. This scope and fee estimate is based on conversations with you, our experience in the project vicinity and experience on similar projects in Lynden.

SCOPE OF SERVICES

The purpose and scope of our services are to evaluate site soil and groundwater conditions as a basis for providing limited supplemental geotechnical engineering conclusions and recommendations for design and construction of the proposed stormwater improvements. Our scope of services includes the following tasks:

1. Review existing and nearby site information, geologic maps, and our in-house geotechnical reports for the project vicinity.
2. Coordinate with Reichhardt & Ebe Engineering Inc (R&E) and the City to mark an exploration location and contact the state "dial-before-you-dig" contractor number to clear utility locations prior to the exploration. We can coordinate a private utility locate service if requested; however, cost for this service is not included in this fee estimate at this time. GeoEngineers does not assume liability for any damage or losses related to encountering buried utilities that have been incorrectly located or were not located at all.



3. Evaluate subsurface soil conditions by completing one geotechnical exploration near the southwest corner of the intersection of 10th Street and Judson Street. The geotechnical exploration will be in the form of either a subcontracted boring using a trailer mounted drill rig or an auger boring using an 18-inch-diameter solid flight auger attached to a subcontracted mini-excavator. The auger boring is more cost effective, however it is limited in exploration depth. The boring exploration will be completed to a depth of 15 to 20 feet below ground surface (bgs) or 8 to 10 feet bgs for an auger bore test pit. We anticipate that the exploration can be completed in one half-day.
 - We assume that the City will issue a right-of-way permit for the work if necessary, and any fees will be waived.
 - We have assumed that work will be limited to shoulder areas of low-volume roads and that limited traffic control, to include warning signs and cones, will be needed. The City could alternately provide traffic control or temporary road closure in the work area.
 - We have assumed that only asphalt concrete pavement (i.e. no underlying concrete pavement) will be encountered during our exploration.
 - If the exploration is completed with an auger bore, it will be backfilled on completion with the excavated soils, which will be compacted to the extent practical using the excavator.
 - Drill cuttings will be disposed of off-site by the driller unless the City would prefer to collect and remove the soil. The roadway surface will be patched with concrete or cold-patch asphalt.
 - The exploration will be monitored on a full-time basis by one of our geotechnical engineers or engineering geologists. The exploration will be backfilled in accordance with Ecology recommendations. Our representative will obtain samples of the various soils encountered, classify the materials and maintain a detailed log of each exploration. These samples will be sealed and returned to our laboratory for additional examination and laboratory testing, as deemed necessary.
4. Evaluate pertinent physical and engineering characteristics of the site soils based on laboratory tests performed on samples obtained from the test pits. Grain size distribution tests will be completed on selected representative samples as appropriate for the materials encountered. Cation exchange capacity (CEC) and organic content testing is not included as a part of the project scope.
5. Prepare a technical memorandum with summary of our site explorations, laboratory analysis and recommendations for the proposed improvements including the following:
 - Discussion of observed and anticipated groundwater elevations/infiltration rates based on existing information and laboratory testing. Infiltration rates will be estimated based on correlation with grain size parameters and experience in the project vicinity. A pilot infiltration test (PIT) and groundwater mounding analysis are not included in our scope of services.
 - A site and exploration plan, log explorations and laboratory testing summary will be included with our technical memorandum.

SCHEDULE, TERMS AND BUDGET

We will schedule the exploration immediately upon receiving a signed task order or verbal notice to proceed. Our preferred specialty contractor is typically scheduled 4 to 6 weeks out. Our laboratory testing will require approximately 2 weeks to complete, and we can provide verbal results to the design team as soon as they are available. Our technical memorandum can be available within one week of completion of laboratory testing. If this schedule does not meet your needs, please contact us regarding any modifications that will allow you to meet your time schedule.



Our services will be provided on a time and expense basis in accordance with our Mutual Services Agreement with R&E dated May 8, 2013 and amended August 4, 2020 and our attached 2024 Schedule of Charges. We estimate that our fee will be **\$10,800** (drilled boring) or **\$8,000** (auger bore test pit) in general accordance with the breakdown in Table 1 below. The estimated fee for our services will be determined using the rates contained in our Local Agency Schedule of Charges, which are attached as part of this proposal. We will only invoice for those services performed. We will endeavor to keep you apprised of project status and conditions that may significantly affect our scope and estimate and will not exceed this budget without written authorization.

TABLE 1. ESTIMATED FEE SCHEDULE

Description	Fee
Project set-up and review of existing information	\$750
Site visit, utility locate and field coordination	\$850
GeoEngineers field exploration services	\$1,100
Subcontracted drilling	\$4,800
Subcontracted auger bore test pit	\$2,000
Laboratory testing and log preparation	\$1,150
Engineering analysis, memorandum preparation, and project management	\$2,150
Estimated Total (with Driller)	\$10,800
Estimated Total (with Auger Bore Test Pit)	\$8,000

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.



We appreciate the opportunity to present this scope of services and look forward to working with you on this project. Please call if you have questions.

Sincerely,
GeoEngineers, Inc.



Jacob A. Gillis, EIT
Staff Geotechnical Engineer



Sean W. Cool, PE
Associate

JAG:SWC:atk

Attachments:

Schedule of Charges – Bellingham Local Agency 2024

One copy submitted electronically

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

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Schedule of Charges – 2024

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff	
Staff 1 Scientist	\$ 135/hour
Staff 1 Engineer	\$ 139/hour
Staff 2 Scientist	\$ 148/hour
Staff 2 Engineer	\$ 154/hour
Staff 3 Scientist	\$ 174/hour
Staff 3 Engineer	\$ 179/hour
Project Engineer/Scientist 1	\$ 202/hour
Project Engineer/Scientist 2	\$ 207/hour
Senior Engineer/Scientist 1	\$ 219/hour
Senior Engineer/Scientist 2	\$ 241/hour
Associate	\$ 275/hour
Principal	\$ 292/hour
Senior Principal	\$ 332/hour
Technical Support Staff	
Administrator 1	\$ 91/hour
Administrator 2	\$ 103/hour
Administrator 3	\$ 115/hour
CAD Technician	\$ 112/hour
CAD Designer	\$ 131/hour
Senior CAD Designer	\$ 157/hour
GIS Analyst	\$ 148/hour
Senior GIS Analyst	\$ 164/hour
GIS Coordinator	\$ 179/hour
*Technician	\$ 98/hour
*Senior Technician	\$ 110/hour
*Lead Technician	\$ 122/hour
Environmental Database Manager	\$ 202/hour
Health and Safety Specialist	\$ 135/hour
Health and Safety Manager	\$ 202/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Quality Equipment, per day	\$	210.00
Air Sparging Field Test, per day	\$	525.00
Construction Monitoring Equipment	\$	30.00
Continuous Recording Data Logger, per day	\$	350.00
Environmental Exploration Equipment, per day	\$	165.00
Field Data Acquisition Equipment (Field Tablet), per day	\$	55.00
Field Water Quality Testing Equipment, per day (1 day min.)	\$	90.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$	105.00
Generator, per day (1 day min.)	\$	105.00
Geotechnical Exploration Equipment, per day	\$	145.00
Groundwater Development and Sampling Pumps, per day (1 day min.)	\$	120.00
Groundwater Monitoring Equipment, per day	\$	250.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$	15.00
pH Probe/Meter, per day	\$	20.00
Rock/slope Fall Protection/Rigging Equipment, per day	\$	700.00
Single Channel Data Logger, per logger, per day (1 day min.)	\$	110.00
Slope Indicator, per day (1 day min.)	\$	210.00
Survey equipment, Porter sampling gear and Dynamic cone sounding equipment, per day	\$	50.00
Vapor Extraction Field Test, per day	\$	530.00
Vehicle usage, per mile	\$	IRS Rate
Vehicle - 4-wheel drive truck, per day (1 day min.)	\$	90.00
Water Disposal Equipment, per use, per day	\$	55.00
Water Quality Equipment, per day	\$	140.00

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 4 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.

**EXHIBIT B
MANHOOR AND COST ESTIMATE**

JUDSON STREET DOWNTOWN LID DEMONSTRATION PROJECT (10th Street and Judson) - PHASE III

Man-Hour and Cost Estimate

Date: July 9, 2024

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL					
		Engr. Level 7	Engr. Level 4	Engr. Level 3	Tech. Level 7	Tech. Level 5	Cler. Level 5
		Luis/Nathan	Olivia	Grace/Ross	Inspector	CAD/CM Admin	
1.0	GRANT AND LOAN ADMINISTRATION						
1.1	Progress Reports That Include Descriptions of Work Accomplished, Project Challenges, and Changes in the Project Schedule						
	1.1.1 Progress Reports and Invoicing						
	1.1.1.1 Monitor Scope	2					
	1.1.1.2 Monitor Budget	2	4				
	1.1.1.3 Monitor Schedule / Prepare Schedule Updates		2				
	1.1.1.4 Prepare Monthly Status Reports and Invoices	6	2				2
	1.1.1.5 Prepare Supporting Documentation for Invoices	6					8
	1.1.2 Progress Meetings						
	1.1.2.1 Kick-Off Meeting (1)	2		2			
	1.1.2.2 City Coordination Meetings (3)		3				
	1.1.2.3 Review Meetings (2)		2	2			
	1.1.3 Public Meetings (2)	2	2	2			
	1.1.4 City General Coordination						
	1.1.5 Quality Control / Quality Assurance		2				
1.2	Recipient Closeout Report (EAGL Form)						
	Hours	20	17	6	0	0	10
	Hourly Rate (2024)	\$ 218.30	\$ 150.45	\$ 132.75	\$ 157.83	\$ 112.84	\$ 118.00
	Sub-Total	\$ 4,366.00	\$ 2,557.65	\$ 796.50	\$ -	\$ -	\$ 1,180.00
	Herrera Environmental						\$ 18,202.00
	Subconsultant Mark up (10%)						\$ 1,820.20
	Task 1.0 Total						\$ 28,922

2.0	CULTURAL AND ENVIRONMENTAL REVIEWS, AND PERMITTING						
2.1	Cultural Resources Review Form		4	2			4
	2.1.1 Temporary Construction Easements						
	2.1.1.1 Temporary Construction Easements Exhibits (5)		6	10			8
	2.1.1.2 Meetings with Property Owners (10)		16	12			8
	2.1.1.2 Meetings with Property Owners (10)						4
2.2	Inadvertent Discovery Plan		1	4			2
2.3	SERP Packet						
	2.3.1 SEPA		4	6			4
	Hours	0	31	34	0	24	10
	Hourly Rate (2024)	\$ 218.30	\$ 150.45	\$ 132.75	\$ 157.83	\$ 112.84	\$ 118.00
	Sub-Total	\$ -	\$ 4,663.95	\$ 4,513.50	\$ -	\$ 2,708.16	\$ 1,180.00
	Cultural Resource Report (Update)						\$ 2,500.00
	Subconsultant Mark up (10%)						\$ 250.00
	Task 2.0 Total						\$ 15,816

3.0	DESIGN PLANS AND SPECIFICATIONS						
3.1	Contract Documents						
3.2	Design Report (No Work Anticipated)						
3.3	Response to Ecology (DOE) Design Report Comments (No Work Anticipated)						
3.4	DOE Design Report Acceptance Letter (No Work Anticipated)						
3.5	90 Percent Design Package (No Work Anticipated)						
3.6	Response to DOE 90 Percent Design Package Comments (No Work Anticipated)						
3.7	DOE 90 Percent Acceptance Letter (No Work Anticipated)						
3.8	Final Bid Package						
	3.8.1 Plans	8	16	90	8	46	
	3.8.2 Specifications and Contract Documents	16	6	36	6		8
	3.8.3 Estimates	4	10	8		6	
	3.9 Responses to Ecology Final Bid Package Comments	2	10	4		8	2
	3.10 Ecology Final Bid Package Acceptance Letter	2		2		2	8
	3.11 Bid Documents						
	3.11.1 Addendums	2	8	8		8	8
	3.11.2 Documentation of Bidder Questions	4	6	4		4	4
	3.11.3 Bid Tabulation	2		2		6	6
	3.11.4 Recommendation to Award	2					2
	Hours	42	56	154	14	80	38
	Hourly Rate (2024)	\$ 218.30	\$ 150.45	\$ 132.75	\$ 157.83	\$ 112.84	\$ 118.00
	Sub-Total	\$ 9,168.60	\$ 8,425.20	\$ 20,443.50	\$ 2,209.62	\$ 9,027.20	\$ 4,484.00
	GeoEngineers						\$ 10,800.00
	Herrera Environmental						\$ 46,596.00
	Subconsultant Mark up (10%)						\$ 5,739.60
	Task 3.0 Total						\$ 116,894

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL					
		Engr. Level 7	Engr. Level 4	Engr. Level 3	Tech. Level 7	Tech. Level 5	Cler. Level 5
		Luis/Nathan	Olivia	Grace/Ross	Inspector	CAD/CM Admin	
4.0	CONSTRUCTION MANAGEMENT						
4.1	Construction Quality Assurance Plan						
	4.1.1 Franchise Utility Meetings (2)			8	16	4	10
	4.1.2 Construction Progress Meetings (12)			18	12	20	8
	4.1.3 Property Owner Meetings (10)			10	32	16	12
	4.1.4 Project Management Meetings (10)		4	16	4	4	
	4.1.5 Peer Reviews		2				
	4.1.6 Senior Reviews		2				
	4.1.7 Construction Management						
	4.1.7.1 Act as Point of Contact for the City and Contractor		2	14	8	8	
	4.1.7.2 Act as Point of Contact for Property Owners			8	6	8	
	4.1.7.3 Review and Approve Force Account Work			4	6	8	8
	4.1.7.4 Resolve Day-to-Day Project Issues and Prepare Revisions		2	8	12	6	4
	4.1.7.5 Prepare and Respond to Project Correspondence			8	10	4	8
	4.1.7.6 Review RAMs and Submittals			4	10	6	8
	4.1.7.7 Maintain Updated Field Record Drawings				6	6	6
	4.1.7.8 Coordinate and Communicate with the City		2	8	10	4	4
	4.1.7.9 Prepare Record Drawings			2	4	4	10
	4.1.7.10 Assist in Claim Evaluation		2	10	6	6	6
	4.1.7.11 Prepare Record of Materials			4	6		10
	4.1.8 Testing Services						
	4.1.8.1 Coordinate Testing Schedule				4	4	
	4.1.8.2 Distribute Testing Results as Required				2	2	6
	4.1.8.3 Document and Maintain Testing Result Documents				2	4	8
	4.1.9 Inspection Services						
	4.1.9.1 Pre-Construction Photos and Documentation					4	
	4.1.9.2 Pre-Construction Project Review					4	
	4.1.9.3 Inspect Work Methods and Products			10	6	310	
	4.1.9.4 Inspect Materials and Verify Compliance		2	8	8	6	4
	4.1.9.5 Inspect Equipment and Verify Compliance				2	8	
	4.1.9.6 Coordinate with Adjacent Property Owners			6	2	24	8
	4.1.9.7 Coordinate with Utility Companies		4	6	8	20	8
	4.1.9.8 Review Required Wage Rates			2	2	6	10
	4.1.9.9 Prepare Inspection Correspondence, Records, and Reports			2	4	100	
	4.1.9.10 Verify Permit Compliance		1		1	4	
	4.1.9.11 Develop Punch List			2	2	2	2
	4.1.10 Construction Survey						
	4.1.10.1 Coordinate Construction Survey Requirements				4	6	
	4.1.10.2 Coordinate As-Built Survey Requirements				6	6	6
	4.2 Pre-Construction Conference			2	4	2	
	4.3 Project Schedule						
	4.3.1 Review and Monitor Contractor's Project Schedule			1	2	1	
	4.3.2 Review Weekly Look-Ahead Schedules			8	6	6	4
	4.3.3 Review Revised Project Schedules (as applicable)			6	8	4	4
	4.4 Revised Construction Cost Estimates When Changes in Construction Schedule Occur						
	4.4.1 Review Monthly Progress Payments and Submit to City			12	6	8	16
	4.4.2 Coordinate and Track Submittals and Correspondence			6	10		24
	4.4.3 Monitor Project Costs and Report Monthly		2	8	6		6
	4.4.4 Prepare Monthly Status Reports and Invoices		4	4	2		2
	4.5 Change Orders						
	4.5.1 Prepare and Document Change Orders		2	12	10	1	8
	Hours		29	211	255	636	200
	Hourly Rate (2024)		\$ 218.30	\$ 150.45	\$ 132.75	\$ 157.83	\$ 112.84
	Sub-Total		\$ 6,330.70	\$ 31,744.95	\$ 33,851.25	\$ 100,379.88	\$ 22,568.00
	Herrera Environmental						\$ 31,055.00
	Material Testing						\$ 25,000.00
	Surveying						\$ 26,000.00
	Subconsultant Mark up (10%)						\$ 8,205.50
	Task 4.0 Total						\$ 291,507
5.0	CONSTRUCTION						
	5.1 Signed and Dated Construction Contract		2		4		4
	5.2 Stormwater Construction Completion Form		1		2		1
	Hours		3	0	6	0	4
	Hourly Rate (2024)		\$ 218.30	\$ 150.45	\$ 132.75	\$ 157.83	\$ 112.84
	Sub-Total		\$ 654.90	\$ -	\$ 796.50	\$ -	\$ 451.36
	Task 5.0 Total						\$ 2,257
6.0	PROJECT CLOSE OUT						
	6.1 Facility Operation and Maintenance Plan		2	2	2		2
	6.2 Final, As-Built, Project Area Shapefile		1		6		16
	6.3 Outcomes Summary						
	6.4 Final, As-Built, Equivalent New / Redevelopment Area Determination		2	6	10	4	10
	Hours		5	8	18	4	28
	Hourly Rate (2024)		\$ 218.30	\$ 150.45	\$ 132.75	\$ 157.83	\$ 112.84
	Sub-Total		\$ 1,091.50	\$ 1,203.60	\$ 2,389.50	\$ 631.32	\$ 3,159.52
	Herrera Environmental						\$ 5,809.00
	Subconsultant Mark up (10%)						\$ 580.90
	Task 6.0 Sub-Total						\$ 15,573
	6.5 As-Built Plan Printing and Reproduction			50	@	\$ 10.00 ea	\$ 500.00
	6.6 Miscellaneous Reproduction			1,000	@	\$ 0.10 ea	\$ 100.00
	6.7 Estimated Shipping, Delivery, and Office Supplies						\$ 250.00
	Task 6.0 Total						\$ 16,423
	GRAND TOTAL						\$471,819