

CITY OF LYNDEN

PROFESSIONAL SERVICES AGREEMENT

1st & Main Street Overlay

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **21st** day of **February** 2025 ("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 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 the 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 and indemnify 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:

Tyler Buys
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.

24. NONWAIVER OF BREACH. Failure of either Party to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall a waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

25. COUNTERPARTS. This Agreement may be executed in counterparts and each shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first written above.

CONSULTANT:

Reichhardt & Ebe Engineering, Inc.

City of Lynden

Tyler Buys 2/21/25
Tyler Buys, Principal Date

Mayor Scott Korthuis Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Scott Korthuis signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of Washington,
Residing at _____.
My commission expires _____.

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Tyler Buys signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 02/21/25

Lisa M Heatherly
Notary Public in and for the State of Washington,
Residing at LYNDEN, WA 98264.
My commission expires 07/26/2027.



EXHIBIT A
1ST & MAIN ST. OVERLAY
SCOPE OF WORK
PLANS, SPECIFICATIONS, AND ESTIMATE

I. PROJECT UNDERSTANDING

Reichhardt & Ebe Engineering Inc., (CONSULTANT) shall provide professional services to the City of Lynden (CITY) for the design, and related documents for the resurfacing of the roadway at the 1st St. and Main St. Overlay Project. Work will include the design of the project resurfacing.

1st Street and Main Street in Lynden are improved roadways with curb, gutter, and sidewalk along the majority of the of the roadways. A portion of 1st Street north of Main Street has no curb and gutter present on the east side of the road. This project intends to resurface Main Street in Lynden from 2nd Street approximately 700 LF to 1st Street and resurface 1st Street from Grover Street approximately 700 LF to an existing, inactive, railroad track crossing. It is assumed that a 2" asphalt grind and overlay of a 2" fiber reinforced asphalt overlay will be designed. Traffic loop replacement and installation is expected for one advanced warning loop on 1st Street between Grover and Main Street. This project will include an analysis of turning movements at the Main St./1st St. intersection, evaluate potential channelization options to accommodate these movements, and assess the need for shifting the eastern curb, gutter, and sidewalk east if warranted.

The project design and construction are funded with funds from the Washington State Transportation Improvement Board (TIB) and local funds.

Project Schedule

The CONSULTANT is available to begin work immediately. The CITY wishes to have the project constructed in the summer of 2025. The CONSULTANT is aware of the CITY's desire to minimize impacts to the public during project construction. The CONSULTANT, in conjunction with the CITY, have developed the project schedule seen below. Project milestone dates are anticipated as shown below, the exact project schedule and dates will be evaluated during the design process.

Schedule

- Notice to Proceed – March 2025
- Survey – March 2025
- Complete Design – March 2025 – May 2025
- Advertise for Bid – May 7 & May 14, 2025
- Pre-Bid Meeting – May 15, 2025
- Bid Opening – May 22, 2025
- TIB Review / Approval – May 22–29, 2025
- City Council – June 2, 2025
- Estimated Start of Construction – June/July 2025

II. WORK ITEMS

1.0 PROJECT ADMINISTRATION

1.1. 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 (2)
- Review Meetings (2) [60%, 90%]

1.2. 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
- Prepare Supporting Documentation for Invoices

1.3. Quality Control / Quality Assurance

The CONSULTANT shall implement a quality control/quality assurance program consisting of regular coordination meetings with CONSULTANT and Subconsultant staff, in-house review of design elements and contract documents as well as CITY review of design elements and contract documents.

Products and Deliverables:

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

2.0 DESIGN SURVEY AND BASE MAP

2.1. Design Survey

The CONSULTANT and their Subconsultant, Northwest Surveying & GPS, Inc., shall gather new field survey as necessary to produce a design quality base map as described in the section below. The CONSULTANT and Subconsultant will conduct site visits to become familiar with the project site and to coordinate and gather existing topographic information within the project limits. The topographic information gathered will consist of existing surface features necessary to complete the design as stated in other sections of this scope of work as well as existing subsurface utilities which are located

by the respective responsible utility. The topographic survey will be tied to existing City of Lynden monumentation and datum. Work will be performed in accordance with the following tasks.

- Establish and/or Verify Horizontal and Vertical Control in Project Area
- Identify Right-of-Way
- Perform Topographic Survey Within the Project Area
 - Detailed Topographic Survey at Intersections Including Topographic Information to Evaluate Curb Ramp Compliance with Current ADA Standards
- Data Reduction and Review and Transfer
- Receive and Download Field Survey Data

2.2. Base Map

The CONSULTANT and Subconsultant shall develop electronic base maps based on existing survey data and the topographic information gathered, including existing right-of-way, and create a three-dimensional electronic surface representing existing field conditions. Work will be performed in accordance with the following tasks.

- Prepare Preliminary Base Map
- Prepare Design Base Map
- Field Verify Base Map

Products and Deliverables:

- Research Information for Design File
- Digital Base Map

3.0 CHANNELIZATION

3.1. Channelization Plan

The CONSULTANT shall prepare channelization plans to be reviewed and approved by the CITY, and ultimately incorporate into the construction contract documents, including intersecting streets. The channelization plan will very closely mimic the existing channelization. The CONSULTANT will review turning movements as noted in section 9.0 below and will evaluate if a revision in the channelization will address the truck turning concerns. Alternatives will be presented to the City as noted in section 9.0.

The final channelization plans will only be prepared for one of the alternatives discussed in section 9.0. Work will be performed in accordance with the following tasks.

- Prepare Channelization Plan

Products and Deliverables:

- DRAFT Channelization Plan
- CITY approved Channelization Plan

4.0 RIGHT OF WAY ACQUISITION

No right of way acquisition is included in this project.

5.0 ENVIRONMENTAL PROCESS AND PERMITTING

The CONSULTANT will complete and submit to the CITY a SEPA exemption letter based on WAC 197-11-800(3), repair, remodeling, and maintenance activities as the project is not anticipated to involve a material expansion or change in use beyond that previously existing.

Products and Deliverables:

- SEPA Exemption Letter

6.0 GEOTECHNICAL

No geotechnical field work is included in this project.

7.0 SIGNAL DESIGN / TRAFFIC ANALYSIS

7.1. Electrical Systems Design (Signal, Illumination, ITS)

Signal Loops

Loop replacement is anticipated for one advanced warning loop in the overlay limits for the north leg of the 1st/Grover intersection. The CONSULTANT and their Subconsultant, Herman Traffic Engineering, Inc., shall locate the new loop as needed to replace the existing loop.

Products and Deliverables:

- Traffic Signal System Plan Sheet showing proposed traffic loop locations.

8.0 DRAINAGE DESIGN

The CONSULTANT will complete and submit to the CITY an exemption letter based on Section 3.2, Volume 1 of the 2019 Stormwater Management Manual for Western Washington.

Products and Deliverables:

- Stormwater Exemption Letter

9.0 TURNING MOVEMENT ANALYSIS

The CONSULTANT will perform design vehicle turning movements in AutoCAD for the eastbound right-turn movement at the 1st Street and Main Street intersection. The CONSULTANT will evaluate potential channelization, or other preliminary roadway geometry design modifications to 1st Street, as needed, to allow the design vehicle to complete the turn without oversteering.

Products and Deliverables:

- Prepare preliminary exhibits for up to 3 channelization or roadway modification alternatives to accommodate the eastbound right-turn movement, for City review. Final plans will be prepared for only one selected alternative to be incorporated.

10.0 PRELIMINARY DESIGN

For the purpose of this scope of work, preliminary design shall mean design to approximately 60% complete.

All work items shall be completed in accordance with the latest edition and amendments (as of the date this Agreement is signed) to the following documents:

WSDOT Publications

- Standard Specifications for Road, Bridge, and Municipal Construction (2024)
- Standard Plans for Road, Bridge, and Municipal Construction
- Local Agency Guidelines
- Design Manual
- Highway Runoff Manual
- Hydraulics Manual
- Construction Manual
- Traffic Manual
- Amendments to the Standard Specifications and General Special Provisions

Department of Ecology (DOE) Publications

- Stormwater Management Manual for Western Washington

AASHTO Publications

- A Policy on Geometric Design of Highways and Streets (2011)
- American Association of State Highway Official policy applicable where said policy is not in conflict with the standards of WSDOT

10.1. Preliminary Overlay Design

The preliminary design shall be prepared in accordance with the following tasks:

- Determine Paving Limits
- Cross-Sections
- Determine Grinding Limits
- Review existing sidewalk pedestrian ramps to confirm they meet current ADA requirements. This project scope assumes all existing pedestrian ramps do not meet current ADA Requirements.

10.2. City Utilities

It is assumed that no new underground utilities will be updated or modified as part of this project, other than adjusting water valve lids, manhole lids, and other structure lids to the final asphalt surface.

10.3. Franchise Utilities

Franchise utilities are Puget Sound Energy (PSE), Cascade Natural Gas (CNG), Ziply, Comcast, and Wave Communications.

It is assumed that no new underground utilities will be updated or modified as part of this project. No other franchise utility coordination is in the project scope.

10.4. Plans

The CONSULTANT shall prepare the preliminary plans in accordance with CITY and WSDOT standards and the listed publications. Preliminary plans will include, at the very least, the following:

1. Channelization Layout
2. Roadway Plan

Work shall be performed in accordance with the following task.

- Preliminary Plans

10.5. Estimates

The CONSULTANT shall determine quantities and prepare a preliminary cost estimate at the 60% design level to be submitted to the CITY for review with the 60% plans submittal. Work will be performed in accordance with the following tasks.

- Quantity Take-Offs
- Preliminary Cost Estimate (60% Design)

10.6. Address Review Comments

The CONSULTANT will address review comments resulting from plan submittals at the 60% design level and incorporated those comments into subsequently prepared contract documents.

Products and Deliverables:

- 1 Full Sized Copy of 60% Plans and Estimate

11.0 FINAL DESIGN

For the purpose of this scope of work, final design shall mean design from the 60% level to final contract documents.

11.1. Final Overlay Design

The final design shall be prepared in accordance with the following tasks:

- Cross-Sections
- Determine Grinding Limits
- Final grading and layout of up to 6 replaced curb ramps

11.2. Plans

After the CITY reviews the 60% plans, the CONSULTANT shall prepare the 90% plans, which will include the following:

- Modifications and/or Revisions from the 60% Review
- Final Design of Project Elements

Work will be performed in accordance with the following tasks.

- Plan and Profile Sheets
- Construction Details
- Traffic Control Plans
- Temporary Erosion Control Plans

11.3. Specifications

The CONSULTANT shall prepare preliminary specifications for the 90% submittal. After the CITY reviews the 90% submittal, the CONSULTANT shall prepare the final list of bid items and specifications to include amendments to the Local Agency and APWA GSP's and Special Provisions. The specifications will be developed to accommodate the funding source. Work will be performed in accordance with the following tasks.

- Review Local Agency and APWA GSP's
- Bid Proposal Form
- Special Provisions

11.4. Estimates

After the CITY reviews the 90% submittal, the CONSULTANT will prepare the final Engineer's Estimate, directly correlating to the bid proposal form. Work shall be performed in accordance with the following tasks.

- Quantity Take-Offs
- Cost Estimate

11.5. Final Review Meeting and Comments

The CONSULTANT shall meet with the CITY as necessary, and address review comments resulting from the 90% submittal and incorporated those comments into the final contract documents. The CONSULTANT shall provide copies of contract documents to both the CITY and TIB for review and final approval to advertise for bids. The CONSULTANT, with assistance from the CITY, will coordinate review and respond to TIB comments. The CONSULTANT shall document TIB comments, incorporate comments, and resubmit the contract documents for final TIB approval. A total of one submittal and response to TIB comments are assumed.

Products and Deliverables:

- 3 half-sized copies of the 90% Plans, Specifications and Preliminary Cost Estimate
- 1 full sized copy of 90% Plans, Specifications and Preliminary Cost Estimate
- 1 full size set of reproducible plans, and specifications
- Plans and Specifications for bidding purposes. The number of which is to be defined at a later date and billed at current printing rates.
- Engineer's Estimate

12.0 ASSISTANCE DURING BIDDING

Once the 100% PS&E submittal to the CITY has been completed for the design contract, 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 / Products:

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

13.0 SUBCONSULTANTS

The CONSULTANT shall contract and coordinate with the following subconsultants in accordance with the scope of work and task items identified. Subconsultants have provided budgets for their services as identified in Exhibit B.

- Survey – Northwest Surveying & GPS, Inc.
- Signal Design – Herman Traffic Engineering, Inc.

14.0 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 and 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.

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. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

EXHIBIT B
MANHOUR AND COST ESTIMATE

1st & Main St. Overlay

Man-Hour and Cost Estimate

Date: February 20, 2025

Plans, Specifications, and Estimate

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL					
		Engr. Level 7	Engr. Level 6	Engr. Level 4	Engr. Level 2	Tech. Level 5	Cler. Level 5
		Nathan	Tyler	Brenden	Grace	Lisa	Shannon
1.0	PROJECT ADMINISTRATION						
1.1	Project Meetings						
	1.1.1 Kick-Off Meeting (1)		1	1	1		
	1.1.2 City Coordination Meetings (2)		1	2	2		
	1.1.3 Review Meetings (2) [60%, 90%]			2	2		
1.2	Progress Reports and Invoicing						
	1.2.1 Monitor Scope		1	1			
	1.2.2 Monitor Budget		1	1			
	1.2.3 Monitor Schedule / Prepare Schedule Updates			2			
	1.2.4 Prepare Monthly Status Reports and Invoices		1	4			1
	1.2.5 Prepare Supporting Documentation for Invoices						1
1.3	Quality Control / Quality Assurance		1	2			1
	Sub-Total		1	7	13	5	3
2.0	DESIGN SURVEY AND BASE MAP						
2.1	Design Survey			1			
2.2	Base Map						
	2.2.1 Prepare Preliminary Base Map			1	2	2	
	2.2.2 Prepare Design Base Map				2	2	
	2.2.3 Field Verify Base Map			1	2		
	Sub-Total		0	0	3	6	4
3.0	CHANNELIZATION						
3.1	Prepare Channelization Plan			1	4	2	
	Sub-Total		0	0	1	4	2
4.0	RIGHT-OF-WAY ACQUISITION						
	Sub-Total		0	0	0	0	0
5.0	ENVIRONMENTAL PROCESS AND PERMITTING						
5.1	SEPA Exemption Letter			1			
	Sub-Total		0	0	1		0
6.0	GEOTECHNICAL						
	Sub-Total		0	0	0	0	0
7.0	SIGNAL DESIGN / TRAFFIC ANALYSIS						
7.1	Signal Loops			1	1		
	Sub-Total		0	0	1	1	0
8.0	DRAINAGE DESIGN						
8.1	Stormwater Exemption Letter			1			
	Sub-Total		0	0	1	0	0
9.0	TURNING MOVEMENT ANALYSIS						
9.1	Vehicle Turning Movements			2	4		
9.2	Channelization or Roadway Alternatives (3)		2	4	6		
9.3	Design of Selected Alternative		2	6	12		
	Sub-Total		0	4	12	22	0

TASK NO.		TASK DESCRIPTION	CLASSIFICATION AND LEVEL					
			Engr. Level 7	Engr. Level 6	Engr. Level 4	Engr. Level 2	Tech. Level 5	Cler. Level 5
			Nathan	Tyler	Brenden	Grace	Lisa	Shannon
10.0	PRELIMINARY DESIGN							
10.1	Preliminary Overlay Design							
	10.1.1	Determine Paving Limits			1	1		
	10.1.2	Cross-Sections		1	2	4	1	
	10.1.3	Determine Grinding Limits			1	1		
	10.1.4	Review Existing Sidewalk Ramps			1	1		
10.2	City Utilities					1		
10.3	Franchise Utilities							
10.4	Plans				1	2	2	
10.5	Estimates							
	10.5.1	Quantity Take-Offs			1	4		
	10.5.2	Preliminary Cost Estimate (60%)		1	2	4		
10.6	Address Review Comments			1	2	4	4	
	Sub-Total		0	3	11	22	7	0
11.0	FINAL DESIGN							
11.1	Final Overlay Design							
	11.1.1	Cross-Sections			1	1		
	11.1.2	Determine Grinding Limits				1		
	11.1.3	Final Grading and Layout of Replaced Pedestrian Ramps		1	2	8		
11.2	Plans							
	11.2.1	Plan and Profile Sheets	1	1	1	2	2	
	11.2.2	Construction Details			2	2	1	
	11.2.3	Traffic Control Plans		1	4	4	2	
	11.2.4	Temporary Erosion Control Plans			1	1		
11.3	Specifications							
	11.3.1	Review Local Agency and APWA GSPs		1	4	1		
	11.3.2	Bid Proposal Form		1	1	2		
	11.3.3	Special Provisions	1	2	8	2		
11.4	Estimates							
	11.4.1	Quantity Take-Offs			1	4		
	11.4.2	Cost Estimate		1	2	4		
11.5	Final Review Meeting and Comments			1	2	2		
	Sub-Total		2	9	29	34	5	0
12.0	ASSISTANCE DURING BIDDING							
12.1	Addendums			1	2	1		1
12.2	Documentation of Bidder Questions				2	2		
12.3	Bid Tabulation				1	1		2
12.4	Recommendation to Award				1			1
	Sub-Total		0	1	6	4	0	4
TOTAL HOURS			3	20	66	76	18	7
HOURLY RATE			\$ 230.10	\$ 230.10	\$ 230.10	\$ 230.10	\$ 230.10	\$ 230.10
SUB-TOTAL			\$ 690.30	\$ 4,602.00	\$ 15,186.60	\$ 17,487.60	\$ 4,141.80	\$ 1,610.70
TOTAL			\$ 43,719.00					

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL					
		Engr.	Engr.	Engr.	Engr.	Tech.	Cler.
		Level 7	Level 6	Level 4	Level 2	Level 5	Level 5
		Nathan	Tyler	Brenden	Grace	Lisa	Shannon
13.0	SUBCONSULTANTS						
13.1	Survey - Northwest Survey & GPS, Inc.						\$ 10,000.00
13.2	Signal Design - Herman Traffic Engineering, Inc.						\$ 400.00
	Sub-Total						\$ 10,400.00
	Mark up (10%)						\$ 1,040.00
	TOTAL						\$ 11,440.00
14.0	REIMBURSABLES						
14.1	Full Size Plan Sets		5	Sets @ \$	50.00	each	\$ 250.00
14.2	Half Size Plan Sets		5	Sets @ \$	25.00	each	\$ 125.00
14.3	Reproduction		250	Sheets @ \$	0.10	each	\$ 25.00
	Sub-Total						\$ 400.00
	GRAND TOTAL						\$55,559.00



2025 Non-Federal Billing Rates

1/20/2025

	Daytime	Night
Classification	Bill Rate	Bill Rate
Engineer	2025	2025
E-I	115.05	143.81
E-II	128.33	160.41
E-III	144.55	180.69
E-IV	163.73	204.66
E-V	185.85	232.31
E-VI	210.93	263.66
E-VII	230.10	287.63
Technical/CAD		
T-I	63.43	79.28
T-II	75.23	94.03
T-III	87.03	108.78
T-IV	101.04	126.30
T-V	117.26	146.58
T-VI	137.18	171.47
T-VII	163.73	204.66
Clerical		
C-I	59.00	73.75
C-II	67.85	84.81
C-III	82.60	103.25
C-IV	101.78	127.22
C-V	123.90	154.88