

CITY OF LYNDEN

PROFESSIONAL SERVICES AGREEMENT

1st & Main Street Overlay

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **2nd** day of **May** 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, 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.

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 5/2/25
Tyler Buys, P.E., 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, P.E. 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: 05/02/2025

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
CONSTRUCTION SERVICES

During the term of this Agreement, Reichhardt & Ebe Engineering Inc., (CONSULTANT) shall perform professional services for the City of Lynden Public Works (CITY), including construction management in connection with the above project.

This document shall be used to plan, conduct, and complete the work on the PROJECT.

I. PROJECT UNDERSTANDING

Background

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. Resurfacing will generally consist of planing and resurfacing the existing roadway with a 2-inch fiber reinforced asphalt wearing course overlay, and in some locations, plane to a variable depth and prelevel with fiber reinforced asphalt. Minor sidewalk and curb ramp replacement will also occur. One traffic loop impacted by planing operation will be replaced as well. Additionally, new road width will be added to the east side of the road to the south of the 1st/Main Street intersection to better accommodate truck turning movements.

The project is funded with Transportation Improvement Board (TIB) and local funds. The CONSULTANT's work is expected to last approximately 3 months following the Notice to Proceed. The on-site construction is expected to last approximately 20 working days beginning in the summer of 2025. The intent is to complete the project construction by the middle of the summer of 2025.

Description of Work

The work to be performed by the CONSULTANT consists of providing construction management and construction inspection for the project. The work to be performed by the CONSULTANT consists of conducting project meetings, corresponding with all parties involved, schedule tracking, submittal tracking, on-site inspection, materials testing, quantities tracking, pay estimate preparation, aiding in change order preparation, and the representation necessary to ensure that the work is constructed in accordance with the contract plans and specifications. Construction documentation will be prepared in accordance with the Washington Department of Transportation Local Agency Guidelines (LAG) Manual.

Construction Management Team

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

Owner: City of Lynden
Prime Consultant..... Reichhardt & Ebe Engineering, Inc.
Surveying..... Northwest Surveying & GPS, Inc.
Testing Services..... GeoTest Services, Inc.

II. WORK ITEMS

1.0 PROJECT MANAGEMENT AND ADMINISTRATION

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

The CONSULTANT shall conduct and administer various project meetings as listed below:

- Pre-Construction meeting with the CITY, Contractor, Subcontractors and Franchise Utilities
- Weekly construction 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 4 meetings have been assumed.
- Onsite Franchise Utility meetings. These meetings will be to address the concerns of the Franchise Utilities with the City and Contractor. A total of 1 meeting has been assumed.
- 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 4 meetings have been assumed.
- 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 4 meetings have been assumed.

The CONSULTANT shall implement a Project documentation and tracking system for submittals, request for information (RFI's), change orders, 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.

The CONSULTANT shall collect, review and document Certified Payrolls.

The CONSULTANT shall coordinate Project staff and subconsultant efforts in accordance with the scope of work which will include preparation of subconsultant contracts and amendments.

Deliverables / Products:

- Project documentation system and database
- Database reports of outstanding submittals, RFI's and change orders
- Meeting agenda and minutes
- Project bid item quantity documentation
- Monthly pay requests
- Monthly Invoices
- Monthly Status Reports

2.0 QUALITY CONTROL

This work item includes the effort related to providing quality control on an as needed basis for the work activities in this Scope of Work. Specific activities of this work item include the following:

- Peer Reviews – This work will include detailed review of work products by staff with technical expertise in the specific work area.
- 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 / Products:

- If needed, complete QC check list for Project file

3.0 CONSTRUCTION MANAGEMENT

This work item includes the effort related to managing the construction of the Project 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.
- 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.
- 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 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.
- Maintain updated field record drawings.
- Coordination and communication with the Contractor and the CITY.
- Preparation of field record drawings to be used in preparation of the As-Built Drawings.
- Assist in Claim Evaluation.
- Prepare the Record of Materials (ROM).

Deliverables / Products:

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

4.0 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:

- Hot mix asphalt testing.
- Concrete testing and concrete cylinders.
- Earthwork testing

Deliverables / Products:

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

5.0 INSPECTION SERVICES

Onsite inspection duties are expected to be primarily night work. All inspector hours will be charged at 125% of the daytime rates for the duration of this project.

The CONSULTANT shall provide one full-time onsite construction inspector for 8 hours per working day, 40-hour work weeks for 20 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.
- Verify environmental compliance.
- Prepare inspection correspondence, records and reports.
- Verify permit compliance.
- Develop punch lists.

Deliverables / Products:

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

6.0 SURVEYING

Construction surveying shall be provided by R&E Subconsultant, Northwest Surveying & GPS, Inc. 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.

7.0 ENVIRONMENTAL

No environmental services are anticipated to be performed.

8.0 PROJECT CLOSEOUT

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.
- Project Closeout per TIB requirements

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
 - o Two 22 inch by 34 inch paper copies
 - o One PDF electronic copy
 - o One AutoCAD electronic copy
- Delivery of complete contract administration documentation and files

9.0 SUBCONSULTANTS

The CONSULTANT shall contract with the following subconsultants for work on this contract.

- Materials Testing – GeoTest Services, Inc.
- Survey – Northwest Surveying & GPS, Inc.

10.0 REIMBURSABLE EXPENSES

Exhibit B provides budget amounts for reimbursable expenses such as shipping reproductions, office supplies, printing fees and mitigation services directly related to the completion of the work and which will be charged at the actual cost incurred. Budgeted amounts shown are estimates of the actual costs for reimbursable expenses.

III. SUPPLEMENT FOR ADDITIONAL 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: May 2, 2025

Construction Services

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL						
		Engr. 6 E-6	Engr. 4 E-4	Engr. 2 E-2	Tech. 6 T-6	Tech. 5 T-5	Tech. 5 T-5	Cler. 5 C-5
		Tyler	Brenden	Grace	Erik	Barb	Lisa	Shannon
1.0	PROJECT MANAGEMENT AND ADMINISTRATION							
1.1	Pre-Construction Meeting	2	2	2				
1.2	Weekly Construction Meetings (4)	1	4	5	4			
1.3	Franchise Utility Meeting (1)		2	2	2			
1.4	Property Owner Meetings (4)		4	4	2			
1.5	Project Management Meetings (5)	2	5	5	5			
1.6	Coordinate and Track Submittals and Correspondence		1	5		5		
1.7	Review Monthly Progress Payments and Submit to City		2	2	4	4		
1.8	Review Certified Payroll		1		1	4		
1.9	Prepare Monthly Status Reports and Invoices		1					2
1.10	Coordinate with Project Staff and Subconsultants Efforts	1	2					
1.11	Prepare Subconsultant Contracts and Amendments		1			2		
1.12	Document Expenditures on Consultant Task		1					4
	Sub-Total	6	26	25	18	15	0	6
2.0	QUALITY CONTROL							
2.1	Peer Reviews	2						
2.2	Senior Reviews	2						
	Sub-Total	4	0	0	0	0	0	0
3.0	CONSTRUCTION MANAGEMENT							
3.1	Act as Point of Contact for the City and Contractor	1	6	4	2			
3.2	Act as Point of Contact for Property Owners		1	8	8			
3.3	Prepare and Document Change Orders	1	2	2		2	2	
3.4	Review and Approve Force Account Work		2	4	4	6		
3.5	Resolve Day-to-Day Project Issues and Prepare Revisions	1	4	4	4	2	2	
3.6	Prepare and Respond to Project Correspondence	1	4	4	2	4		
3.7	Review RAMs and Submittals	1	2	8	2	8		
3.8	Monitor Project Costs and Report Monthly		2			4		
3.9	Review and Monitor Contractor's Schedule		2	2	2			
3.10	Maintain Updated Field Record Drawings			1	2			
3.11	Coordinate and Communicate with the City	1	2	6	4	2		
3.12	Prepare Record Drawings		2	8	2		8	
3.13	Assist in Claim Evaluation	1	4	1	4	2		
3.14	Prepare Record of Materials		2	2		4		
	Sub-Total	7	35	54	36	34	12	0
4.0	TESTING SERVICES							
4.1	Coordinate Testing Schedule		1	2	2			
4.2	Distribute Testing Results as Required			1	2	2		
4.3	Document and Maintain Testing Results Documents		1	1	2	2		
	Sub-Total	0	2	4	6	4	0	0

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		Tyler	Brenden	Grace	Erik	Barb	Lisa	Shannon
5.0	INSPECTION SERVICES							
5.1	Pre-Construction Photos and Documentation			4	4	1		
5.2	Pre-Construction Project Review	1	2	2	4			
5.3	Inspect Work Methods and Products	1	4	4	100			
5.4	Inspect Materials and Verify Compliance		1	4	10			
5.5	Inspect Equipment and Verify Compliance		1	2	4			
5.6	Coordinate with Adjacent Property Owners	1	2	6	4			
5.7	Coordinate with Utility Companies		2	2	4			
5.8	Prepare Inspection Correspondence, Records, and Reports		2	4	40			
5.9	Verify Permit Compliance		1	1				
5.10	Develop Punch List		2	2	4			
	Sub-Total	3	17	31	174	1	0	0
6.0	SURVEYING							
6.1	Coordinate Construction Survey Requirements	1	1		2			
6.2	Coordinate As-Built Survey Requirements		1				2	
	Sub-Total	1	2	0	2	0	2	0
7.0	ENVIRONMENTAL							
	Sub-Total	0	0	0	0	0	0	0
8.0	PROJECT CLOSEOUT							
8.1	Conduct Final Inspection		2	2	2			
8.2	Verify Completion of Punch list Items	1		2	2			
8.3	Coordinate Submittal of Record Drawings to City			2	1		12	
8.4	Issue Closeout Forms and Documentation		1			2		
	Sub-Total	1	3	6	5	2	12	0
	TOTAL HOURS	22	85	120	241	56	26	6
	HOURLY RATE - STANDARD	\$ 210.93	\$ 163.73	\$ 128.33	\$ 137.18	\$ 117.26	\$ 117.26	\$ 123.90
	HOURLY RATE - NIGHT WORK	\$ 263.66	\$ 204.66	\$ 160.41	\$ 171.48	\$ 146.58	\$ 146.58	\$ 154.88
	SUB-TOTAL - STANDARD	\$ 4,640.46	\$ 13,917.05	\$ 15,399.60		\$ 6,566.56	\$ 3,048.76	\$ 743.40
	SUB-TOTAL - NIGHT WORK	\$ -	\$ -	\$ -	\$ 41,325.48	\$ -	\$ -	\$ -
	TOTAL							\$ 85,641.31
9.0	SUBCONSULTANTS							
9.1	GeoTest Services, Inc.							\$ 14,635.60
9.2	Northwest Surveying & GPS, Inc.							\$ 6,500.00
9.3	10% Markup on Subconsultants							\$ 2,113.56
	TOTAL							\$ 23,249.16
10.0	REIMBURSABLES							
10.1	As-Built Plan Printing and Reproduction				50	\$ 10.00 each		\$ 500.00
10.2	Miscellaneous Reproduction				1,000	\$ 0.10 each		\$ 100.00
10.3	Estimated Shipping, Delivery, and Office Supplies							\$ 250.00
	Sub-Total							\$ 850.00
	CONSTRUCTION SERVICES TOTAL							\$109,740.47



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