

CITY OF LYNDEN

PROFESSIONAL SERVICES AGREEMENT

6TH Street – Front to Grover Street

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 9th 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:

Nathan Zylstra, 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


Nathan Zylstra, P.E., Principal

5/9/25

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 Nathan Zylstra, 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: 05/09/2025



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



EXHIBIT A
6TH Street – Front to Grover Street
SCOPE OF WORK
PRELIMINARY DESIGN

I. PROJECT UNDERSTANDING

Reichhardt & Ebe Engineering, Inc. (R&E) shall provide professional services to the City of Lynden (City) for the preliminary design of improvements to 6th Street from Front St. to Grover St., including the intersections with Front St. and Grover St. The design work will generally consist of roadway, stormwater, and utility design.

Project design features will be consistent with the City's downtown core, including improvements made to 5th St. and 7th St., including bollards, sidewalk scoring patterns and other similar features. The layout of 6th St. will be consistent with the current design consisting of two-way traffic and angle parking on either side.

The project design is funded with local funds.

Design Team

The Design Team consists of the following firms:

Prime Consultant.....	Reichhardt & Ebe Engineering, Inc.
Survey.....	Northwest Survey & GPS, Inc.

Anticipated Design Schedule

Notice to Proceed – May 2025

Preliminary Design – August 2025

II. WORK ITEMS

1.0 PROJECT MANAGEMENT AND ADMINISTRATION

1.1. Project Management and Administration

R&E shall act as the prime consultant and shall manage the project through regular email, phone, and video correspondence with the City, R&E staff, and subconsultants.

1.2. Project Meetings

R&E shall facilitate and conduct the meetings as described below. Assumptions of the number of meeting(s) conducted are indicated.

- Kick-Off Meeting (1)
- City Coordination Meetings (2)
- Franchise Utility Meetings (1)
- Review Meetings (1)

1.3. Design Schedule

R&E shall develop a design schedule shortly after Notice to Proceed. The Schedule will be updated as necessary during the design phase, one update is anticipated.

1.4. Progress Reports and Invoicing

R&E 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. R&E 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
- Prepare Monthly Status Reports and Invoices
- Prepare Supporting Documentation for Invoices

1.5. Quality Control / Quality Assurance

R&E shall implement a quality control/quality assurance program consisting of regular coordination meetings with R&E 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
- Design Schedule
- Monthly Progress Reports
- Monthly Invoices
- Notes to Design File

2.0 DESIGN SURVEY AND BASE MAP

2.1. Design Survey

Topographic survey will be performed by Northwest Surveying & GPS, Inc. 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 and by a private utility locating service. All topographic survey will be completed within the public right of way unless the private property owner grants permission to enter private property for such purposes. 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 the Project Area
- Perform Topographic Survey within the Project Area
- Data Reduction, Review, and Transfer
- Research and calculate right of way

2.2. Utility Locates

R&E and/or Northwest Survey shall call the state "dial-before-you-dig" contractor number to determine utility locations prior to the design survey. However, "dial-before-you-dig" locators do not check utilities outside of the public right of way, and in some cases do not perform locates for design purposes or in a timely manner. R&E will contract with a private locating company for utility locates outside of the public right of way and for utilities not located for design purposes.

2.3. Base Map

R&E shall develop electronic base maps based on existing survey data and the topographic information gathered, including existing right-of-way and property boundaries and create a three dimensional electronic surface representing existing field conditions. Where necessary, R&E will also incorporate maps from previous projects surrounding the project based on as-built documents on file at our office. Work will be performed in accordance with the following tasks.

- As-Builts
 - Request As-Builts from Franchise Utilities (Puget Sound Energy, Cascade Natural Gas, Ziply, Comcast, Astound)
 - Request Public As-Builts (City)
- Prepare Preliminary Base Map
- Prepare Design Base Map
- Field Verify Base Map
 - Field Verify Base Map

Products and Deliverables

- Research Information for Design File
- Digital Base Map

3.0 RIGHT-OF-WAY AND EASEMENT ACQUISITION

No right of way or easement acquisition is anticipated to be necessary for the project. If right of way or easements needs are identified during the course of the preliminary design work they will be noted and acquisition will be included in a future phase of work.

4.0 ENVIRONMENTAL PROCESS AND PERMITTING

No permits or environmental reports are included in this scope of work.

5.0 GEOTECHNICAL

R&E will review existing photos and construction documentation from prior projects on file at our office and provided by the City for the purpose of estimating the existing asphalt thickness and road base and subbase conditions.

If necessary or desired, the City of Lynden will complete up to two potholes for the purpose of determining the existing asphalt thickness and the existing road base and subbase conditions. A representative from R&E will be present for the potholes to measure and document the conditions found in the field.

6.0 CIVIL DESIGN

The civil design work is anticipated to include roadway design, and utility design within the project corridor. The civil roadway design will include 6th St. as well as the intersections of 6th and Front St. and 6th and Grover St. The design will incorporate elements of the HBD streetscape plan consistent with design elements included in 5th and 7th Streets within the HBD.

City utility work will include reviewing both water and wastewater conveyance systems to evaluate, age, pipe material, and condition. This will include a review of available records as well as comprehensive planning documents and other materials provided by the City. The work is anticipated to include preliminary design of the water and wastewater conveyance systems.

6.1. Roadway Geometry

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

- Horizontal Alignment
- Vertical Profile
- Cross Sections

The roadway design will meet the requirements of the Americans with Disabilities Act (ADA).

6.2. Channelization Plan

R&E shall prepare channelization plans to be reviewed and approved by the CITY. The proposed channelization is anticipated to match the existing channelization consisting of a single lane of traffic in

each direction and angle parking on either side of the street. It is assumed that R&E shall address comments and revise the channelization plans based on one round of comments from the CITY. Work will be performed in accordance with the following tasks:

- Check Design Vehicles
- Prepare Channelization Plan
- CITY Review and Approval

6.3. HBD Streetscape Elements

The design will incorporate elements of the HBD streetscape plan consistent with design elements included in 5th and 7th Streets within the HBD. These elements are anticipated to include flush curb returns with bollards at the 6th and Front St. intersection, decorative cement concrete sidewalk scoring pattern, landscaping including street trees where applicable, hardscape pavers, and decorative street lighting.

6.4. Private Property Matches

R&E shall determine matches of the proposed improvement to private property and define appropriate property restoration. It is noted that several businesses are located within the project corridor that access directly to the adjacent sidewalk. The preliminary design will include an initial look at matching existing buildings and entrances and identify any challenges or access issues. Work will be performed in accordance with the following tasks.

- Define Property Matches
- Define Property Restoration

6.5. Franchise Utilities

Franchise utilities are assumed to be Puget Sound Energy, Cascade Natural Gas, Zply Fiber, Comcast, and Astound (formerly Wave Broadband).

R&E shall prepare the preliminary design to avoid known utility conflicts if practical. R&E shall identify utilities that will be affected by the improvements. R&E shall provide exhibits showing the proposed design and surveyed features, which can be used by franchise utilities impacted by the project or for the utility to plan proposed improvements and/or relocations within the project corridor. Work will be performed in accordance with the following tasks.

- Franchise Utility Improvements and Relocations
- Franchise Utility Coordination

6.6. City Utilities

Storm drainage will be designed as outlined in Work Item 7.0.

Water

For scoping purposes, it is assumed that the water main on 6th St. will be replaced including water services. R&E will review the comprehensive water plan and as-built documents to determine the pipe material type and size and to confirm this assumption.

The preliminary design will also include replacement fire hydrant(s) meeting the current minimum spacing and coverage for the zoning.

Sanitary Sewer

Sanitary sewer is present in both 6th St. and the alley between Front and Grover St. For scoping purposes, it is assumed that the sanitary sewer will be replaced in both 6th St and the alley including sewer service connections to existing structures. R&E will review the comprehensive sewerplan and as-built documents to determine the pipe material and size to confirm this assumption.

It is also assumed that the City of Lynden will provide video inspection footage of the sanitary sewer within the project area. R&E will review the footage and note any deficiencies in pipe material or condition and provide a recommendation for the most appropriate form of replacement or rehabilitation. This may include open trench replacement or CIPP lining of the existing sewer main.

6.7. Plan Preparation Package

R&E shall prepare preliminary plans in accordance with CITY standards and publications. Preliminary plans will include, at the very least, the following:

- Cover Sheet and Vicinity Map
- Standard Legend and Symbols
- Roadway Plan and Profile
- Drainage Plan and Profile
- Water Plan and Profile
- Sanitary Sewer Plan and Profile
- Typical Sections

R&E will provide the preliminary plans to the City for review and comment. R&E will incorporate the comments provided by the City. One round of comments is assumed.

6.8. Estimates

R&E shall determine quantities and prepare a preliminary cost estimate to be submitted to the CITY for review with the plan submittal. Work will be performed in accordance with the following tasks:

- Quantity Take-Offs
- Cost Estimate

Deliverables

- Preliminary Plans and Estimate in *.pdf format

7.0 STORM DRAINAGE DESIGN

The project is assumed to lie within the HBD Stormwater Service Area. R&E will review the HBD Stormwater Report on file at our office to confirm this assumption. Under this assumption, treatment is provided by the regional stormwater facility located south of Riverview Rd. and the project is flow control exempt by discharge to the Nooksack River, per Department of Ecology Stormwater Manual Volume I Section 3.4.7.

R&E will review the HBD Stormwater Report as well as the Stormwater Element of the Comprehensive plan to determine if any conveyance improvements are necessary within the project corridor. It is assumed that conveyance improvements are not necessary as a stormwater conveyance trunk line was installed as a part of the Lynden City Library Offsite Improvements project.

7.1. Evaluate Existing Conveyance System

R&E shall conduct a site visit to become familiar with the project site and coordinate with the CITY to gather additional existing drainage data. It is assumed that the CITY will provide as-built drawings and drainage reports for developments adjacent to the project area.

R&E shall evaluate the existing drainage system to determine the existing drainage course and available capacity of the existing system. The evaluation will be made based on existing as-builts and the CITY's comprehensive drainage plan. R&E shall not perform a drainage study to determine overall basin characteristics, storm drain flow rates or volumes outside of the project termini.

7.2. Design Storm Drain Conveyance System

R&E shall evaluate alternatives for storm drainage conveyance. R&E shall develop the design criteria, using CITY and WSDOT Development Standards. The conveyance system shall be designed to accommodate flows generated by the project only.

The conveyance system is assumed to be limited to the local stormwater conveyance within the project boundaries and connections to the existing stormwater conveyance trunk line within the project corridor.

7.3. Stormwater Memo

R&E shall prepare a stormwater memo to document the stormwater requirements for the project including treatment, flow control, stormwater conveyance and incorporation of the project area into the HBD Stormwater Service Area.

7.4. Deliverables

- Stormwater Memo
- Stormwater conveyance design incorporated into the preliminary plans

8.0 SUBCONSULTANTS

R&E will 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.

- Surveyor – Northwest Surveying & GPS, Inc.

9.0 REIMBURSABLE EXPENSES

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. Budgeted amounts shown are estimates of the actual costs for reimbursables.

III. SUPPLEMENT FOR ADDITIONAL SERVICES

If mutually agreed upon by the CITY and R&E, 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

CONSULTANT FEE DETERMINATION SUMMARY SHEET

6th Street - Front to Grover St.

Man-Hour and Cost Estimate

Date: April 7, 2025

Preliminary Design

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL				
		E-7	E-4	E-3	T-5	C-4
		Principal	PM	Proj. Engr.	CAD	Admin.
1.0	PROJECT MANAGEMENT AND ADMINISTRATION					
1.1	Project Management and Administration	5	2			
1.2	Project Meetings					
	Kick-Off Meeting (1)	1	2	2		
	City Coordination Meetings (2)	1	2	2		
	Franchise Utility Meetings (1)	1	1	1		
	Review Meetings (1)	1	1	1		
1.3	Design Schedule	1	2			
1.4	Progress Reports and Invoicing					
	Monitor Scope	1	1			
	Monitor Budget	1	1			1
	Prepare Monthly Status Reports and Invoices	1	4			1
	Prepare Supporting Documentation for Invoices		1			1
1.5	Quality Control / Quality Assurance	4	2			
	Sub-Total	17	19	6	0	3
2.0	DESIGN SURVEY AND BASE MAP					
2.1	Design Survey	1	1			
2.2	Utility Locates	1	1	2		
2.3	Base Map					
	Acquire and Review As-Builts	1	2	2		
	Prepare Design Base Map	1	2	5	15	
	Sub-Total	4	6	9	15	0
3.0	RIGHT-OF-WAY AND EASEMENT ACQUISITION					
3.1	Identify ROW Needs	1	1	1		
	Sub-Total	1	1	1	0	0
4.0	ENVIRONMENTAL PROCESS AND PERMITTING					
	Sub-Total	0	0	0	0	0
5.0	GEOTECHNICAL					
5.1	Review Background Information	1	1	2		
5.2	Pothole Roadway		1	4		
	Sub-Total	1	2	6	0	0

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL				
		E-7	E-4	E-3	T-5	C-4
		Principal	PM	Proj. Engr.	CAD	Admin.
6.0	CIVIL DESIGN					
6.1	Roadway Geometry					
	Horizontal Alignment		1	3	1	
	Vertical Profile		1	5	1	
	Cross Sections		1	5	1	
6.2	Channelization Plan	1	2	6		
6.3	HBD Streetscape Elements	1	1	1	1	
6.4	Private Property Matches					
	Define Property Matches		1	2	1	
	Define Property Restoration		1	2	1	
6.5	Franchise Utilities					
	Franchise Utility Improvements and Relocations		1	2		
	Franchise Utility Coordination		1	2		
6.6	City Utilities					
	Water	1	1	3		
	Sanitary Sewer	1	1	3		
6.7	Plan Preparation Package					
	Preliminary Plans	1	1	3	4	
6.8	Estimates					
	Quantity Take-Offs		1	3	2	
	Cost Estimate	1	2	4		
	Sub-Total	6	16	44	12	0

7.0	STORM DRAINAGE DESIGN					
7.1	Evaluate Existing Conveyance System	1	1	3		
7.2	Design Stormwater Conveyance System		1	3		
7.3	Stormwater Memo	1	2	2		
	Sub-Total	2	4	8	0	0

TOTAL HOURS	31	48	74	27	3
HOURLY RATE	\$ 230.10	\$ 163.73	\$ 144.55	\$ 137.18	\$ 101.78
SUB-TOTAL	\$ 7,133.10	\$ 7,859.04	\$ 10,696.70	\$ 3,703.86	\$ 305.34
TOTAL	\$ 29,698.04				

8.0	SUBCONSULTANTS					
8.1	Northwest Surveying & GPS, Inc.					\$ 16,000.00
8.2	10% Markup on Subs					\$ 1,600.00
	TOTAL					\$ 17,600.00

9.0	REIMBURSABLES					
9.1	Misc. Reproduction					\$ 100.00
9.2	Utility Locates					\$ 2,500.00
	Sub-Total					\$ 2,600.00

GRAND TOTAL	\$49,898.04				
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