

CITY OF LYNDEN

PROFESSIONAL SERVICES AGREEMENT

Bradley Rd. Safe Routes – Final Design

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

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

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

3. TERMINATION.

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

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

4. COMPENSATION.

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

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

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

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

7. INDEPENDENT CONTRACTOR STATUS.

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

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

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

8. PROFESSIONAL STANDARDS.

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

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

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

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

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

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

11. INDEMNIFICATION.

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

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

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

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

12. INSURANCE.

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

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

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

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

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

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

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

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

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

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

13. OWNERSHIP AND USE OF DOCUMENTS.

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

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

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

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

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

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

16. EQUAL OPPORTUNITY.

16.1 The City is an equal opportunity employer.

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

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

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

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

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

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

and the address of the Consultant shall be as follows:

Nathan Zylstra
Reichhardt & Ebe Engineering, Inc.
423 Front Street
Lynden, WA 98264

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

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

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

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

EXHIBIT A
Bradely Rd. Safe Routes – Final Design
SCOPE OF WORK
DESIGN

I. PROJECT UNDERSTANDING

Reichhardt & Ebe Engineering, Inc. (R&E) shall provide professional services to the City of Lynden (City) for the preliminary design through final design including, permitting, and related documents for the reconstruction of Bradley Rd. from Vinup Rd. to Line Rd. The proposed design will connect to existing intersections at either end of the project. The design work will generally consist of roadway, stormwater, water main, and pedestrian design.

The project design is funded with state funds administered through WSDOT Local Programs. The project does not contain a federal nexus. R&E will proceed with the work immediately upon Notice to Proceed with the exception of no work under Work Item 4.0 shall proceed prior to written notice from the City which is pending approval of ROW funds.

Design Team

The Design Team consists of the following firms:

Prime Consultant.....	Reichhardt & Ebe Engineering, Inc.
Survey.....	Northwest Surveying and GPS
Right-of-Way	RES Group Northwest, LLC
Geotechnical.....	GeoEngineers, Inc.
Cultural Resources.....	Drayton Archaeological Research

Anticipated Design Schedule

Notice to Proceed – May 2024

Advertisement for Bids – Spring/Summer 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, WSDOT, 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 (3)
- Lynden School District Coordination Meetings (2)
- Neighborhood Meeting (1)
- Franchise Utility Meetings (6)
- Review Meetings (3) [30%, 60%, 90%]

1.3. Public Outreach

R&E shall attend a public meeting as identified in section 1.2. The City shall be responsible for scheduling and coordinating the meeting. R&E shall attend the meeting and prepare presentation graphics depicting the proposed project. The presentation graphics anticipated include typical roadway cross-sections, and one "long plot" of Bradley Rd. from Vinup Rd. to Line Rd.

1.4. Design Schedule

R&E shall develop a design schedule shortly after Notice to Proceed. Two updates to the project schedule are anticipated during the course of design.

1.5. 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
- Monitor Schedule / Prepare Schedule Updates
- Prepare Monthly Status Reports and Invoices
- Prepare Supporting Documentation for Invoices

1.6. 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
- Presentation Graphics in hard copy or PDF format
- Design Schedule
- Monthly Progress Reports
- Monthly Invoices
- Notes to Design File

2.0 DESIGN SURVEY AND BASE MAP

2.1. Design Survey

R&E shall utilize design survey currently on file at our office, and supplement that survey with additional topographic survey necessary to complete the design. R&E has identified areas on the southeast end of the project where additional topographic survey is necessary in order to properly design matches to existing property. Additional topographic survey will be conducted by Northwest Surveying and GPS (NWS).

Work will be performed in accordance with the following tasks:

- Coordinate for survey
- Establish and/or Verify Horizontal and Vertical Control in the Project Area
- Perform Topographic Survey within the Project Area
- Data Reduction, Review, and Transfer

2.2. Title Reports

Title reports have been previously secured for parcels along the project corridor. R&E will order up to two additional title reports as necessary or will request updates to title reports as necessary. R&E has estimated a budget level for title reports or title report updates as shown in the fee estimate.

2.3. Utility Locates

R&E and/or NWS 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.

2.4. Base Map

R&E shall utilize the existing base map currently on file at our office for the Bradely Rd. corridor from Vinup Rd. to Line Rd. and also include the additional topographic survey described above.

Work will be performed in accordance with the following tasks:

- As-Builts
 - Request As-Builts from Franchise Utilities (Puget Sound Energy, Cascade Natural Gas, Ziplly, Comcast)

- Request Public As-Builts (City)
- Prepare Preliminary Base Map
- Field Verify Base Map
- Prepare Design Base Map

2.5. Legal Descriptions and Recordable Exhibits

NWS shall prepare legal descriptions and recordable exhibit maps for right-of way to be acquired as described in this scope of work. A total of 8 legal descriptions and recordable exhibits are assumed.

Products and Deliverables

- Research Information for Design File
- Digital Base Map
- New or Updated Title Reports as needed.

3.0 ALTERNATIVES ANALYSIS

Roadway and pedestrian improvement alternatives analysis were completed under a previous contract. No additional alternatives analysis will be performed under this scope of work.

4.0 RIGHT-OF-WAY AND EASEMENT ACQUISITION

Right of Way and Easement Acquisition will be performed by R&E and their subconsultant RES Group Northwest (RES Group). The project may require partial acquisition (fee title / permanent easement / temporary construction easement) from eight (8) single family residential (SFR) zoned properties. The proposed improvement for the project consists linear roadway improvements on Bradely Rd. between Vinup Rd. and Line Rd. It is not anticipated that the acquisitions will impact current utilization of the properties and there will be no full takes.

No.	Tax Pcl No.	Owner
1	400316333069	Lynden School District**
2	400316512121	Timothy L & Tamela R Holleman
3	400316516062	Timothy L & Tamela R Holleman
4	400316309138	Carleigh S & Taylor C Top
5	400316263142	Gregory A & Rebekah J Blankers
6	400316255125	Lions Head LLC
7	400316262106	Fredrick G Polinder
8	400316260095	Fredrick G Polinder
9	400316256090	Alexander E & Katie A Tabayoyon

***The City of Lynden has previously negotiated property rights acquisitions from the Lynden School District and this parcel is not included in this scope of work.*

The project is currently funded with state and local funds, Federal funds are not currently involved in the project. All acquisition activities will follow "best practices" of the Federal Highways Administration policies and procedures as well as all applicable federal, state, and local laws, including, but not limited to the Uniform Relocation Assistance and Real Property Acquisition Police Act of 1970 and its amendments, 49CFR Part 24, and state Revised Guidelines and by reference the WSDOT Right of Way Manual.

Because the project funding is being administered through WSDOT Local Programs, for scoping purposes it is further assumed that the project will follow the ROW Certification process as outlined in the WSDOT LAG Manual.

Preliminary Right-of-Way Services

4.1. Identify ROW Needs

Based on survey information, horizontal and vertical roadway design, and utilities, R&E shall identify the additional ROW and/or easements needed to facilitate construction and ongoing maintenance and operations of the project. R&E shall also identify existing improvements which will be impacted by the project both on public and private property.

4.2. Update ROW Plan

R&E shall update the ROW Plan previously prepared under separate contract to include the ROW, easement, and TCE needs of the project. The plan will include ROW, and temporary construction easements, or other property rights to be acquired in association with this project. Work will be performed in accordance with the following tasks:

- Update ROW Plan
- CITY and WSDOT Submittals
- Respond to CITY and WSDOT Comments

4.3. Coordinate with Subconsultants

R&E shall coordinate with their subconsultant RES Group and the City for the acquisition tasks described in this scope of work. This task item assumes regular telephone and email communications and up to three (3) meetings.

4.4. Public Outreach

R&E shall prepare a Project Introduction Letter consisting of a project description, project schedule, discussion of entities involved (i.e., City, R&E, and RES Group), including roles of each. The City shall mail or otherwise deliver the letter to the affected property owners.

4.5. Project Funding Estimate (FE) and Administrative Offer Summary (AOS) and Appraisals

RES Group will manage Appraisal consultants for FE report, AOS, and Appraisal, as needed for the project and for the impacted parcels. The FE report will utilize consistent comparable sales and valuation techniques. AOS will be written for those acquisitions valued under \$25,000 or Appraisals will be recommended for complex acquisitions or acquisition value near or exceeding \$25,000.

4.6. Title Review, Clearing, and Closing

RES Group will review title reports supplied by R&E for affected parcel and provide a Title Review Memo identifying all potential encumbrances to project team members. RES Group will assist in clearing the necessary encumbrances prior to closing, if feasible. RES Group will assist in facilitating in-house closing on low impact parcels or manage closing through escrow should those services become necessary.

Deliverables

- Updated ROW Plan in *.pdf format
- Project Introduction Letter in *.docx format
- Project Funding Estimate (ROW Funding Estimate) in *.pdf format
- Administrative Offer Summaries in *.pdf format
- Appraisals in *.pdf format

Acquisition Services

4.7. Right-of-Way Documentation, Negotiations and Closing

RES Group will assist the City in developing all right-of-way documents/offer letters in accordance with the City's right-of-way procedures for acquisition of impacted properties. RES Group will draft the acquisition documents using the City approved forms or QC any forms that are created directly by the City staff for pre-acquisition review.

RES Group agents will act in good faith at all times and never coerce owners in an attempt to settle the parcels. All negotiations will start with an in-person presentation of all offers when feasible. RES Group will identify property owner issues, concerns, and differences early on and document that information in the individual parcel negotiation diaries. RES Group will work with City staff throughout the negotiation process with the property owner until settlement is reached on each parcel.

The CITY shall be responsible for issuing payment to the property owners and for recording the acquisition with Whatcom County.

4.8. Property Owner Meetings (16)

R&E will attend up to sixteen in-person meetings with property owners (2 each) to assist in negotiations and/or to help resolve questions or concerns of the property owners with respect to the proposed design, impact to their property, or restoration of affected portions of their property.

4.9. Prepare ROW Exhibits (8)

R&E shall prepare one ROW exhibit, to be used by RES Group and the City in communications with private property owners. The ROW exhibit shall include the following information:

- Existing and proposed ROW/Easement
- Surveyed and Aerial background
- Area of additional ROW/Easement to be acquired
- Property owner information

Deliverables

- ROW Exhibits (8)
- Acquisition Negotiation Services
- Executed Documents for Issuing Payment and Recording

5.0 ENVIRONMENTAL PROCESS AND PERMITTING

R&E shall pursue and obtain the permits or agency approvals required for the project as listed below. For this scope of work, it is assumed that the City will be the lead agency for all applicable local permits and approvals.

It is anticipated that the following environmental documentation or permits will be required:

- State Environmental Policy Act (SEPA)
- Construction Stormwater General Permit (CSWGP)
- Cultural Resources – GEO 21-02

5.1. State Environmental Policy Act (SEPA)

R&E shall complete and submit the City of Lynden SEPA checklist for the Bradley Rd. Improvements Project. The checklist will be completed at approximately the 30% level of design and submitted to the City Public Works Department for review and comment. R&E will update the SEPA based on comments received from the City and submit the revised SEPA checklist for processing and public comment. One round of comments from the City is anticipated in this scope of work.

R&E will submit the public notice to the Lynden Tribune for publication.

If comments are received from the public comment period, R&E will provide responses as necessary and provide additional backup information as needed. Because of the unknown nature of this task, R&E has included 14 -hours of staff time to complete the responses. If additional time is needed, R&E will notify the City for a contract supplement.

5.2. Construction Stormwater General Permit (CSWGP)

R&E shall assemble and organize the CSWGP application to a standard acceptable by the permitting agencies. R&E shall complete the Washington State Department of Ecology Water Quality Program's Electronic Notice of Intent (NOI) process. It is anticipated that the City will provide any information not known to R&E as well as provide an approving signature as needed to complete the NOI process. It is assumed that the City will be the permit holder and will remit any required fees to Ecology.

R&E shall publish the required public notice in the Lynden Tribune.

The Construction Stormwater Pollution Prevention Plan will be prepared by the Contractor after project award and prior to the start of construction.

5.3. Cultural Resources – Governors Executive Order 21-02

R&E and subconsultant Drayton Archaeological Research (DAR) shall complete an EZ / Project Review form for the project. If after submitting the EZ / Project Review form, a cultural resources survey

is requested, DAR will perform a cultural resources survey and submit the written report to the Department of Archaeological and Historic Preservation for review and comment, and ultimately for approval and concurrence from the State Historic Preservation Officer.

For scoping purposes, it is assumed that the cultural resources survey will be required and either DAHP, or tribal comment will request an Inadvertent Discovery Plan be included in the project specifications.

Products and Deliverables:

- SEPA Checklist
- Notice of Intent for Construction Stormwater General Permit
- EZ / Project Review Form submitted to DAHP
- Cultural Resources Survey submitted to DAHP
- IDP included in the project specifications

6.0 GEOTECHNICAL

6.1. Geotechnical Summary Memo

GeoEngineers has previously completed subsurface explorations within and immediately adjacent to the project corridor in 2005, 2014, and 2023 including the installation of a piezometer in the 2023 exploration which is currently collecting groundwater data.

The project design will be prepared based on the previously completed subsurface explorations. No new explorations are included in this scope of work.

GeoEngineers will prepare a summary memorandum to summarize and tie together the previously completed explorations, discussion, and conclusions from each as they apply to the proposed Bradley Rd. Improvements Project. A draft memo will be provided and circulated to the City for review and comment. After receiving comments, the memorandum will be finalized. One round of comments is assumed.

6.2. Groundwater Monitoring

R&E will deploy a groundwater data logger in the piezometer installed in the Lynden High School Parking lot. The data logger will be tied to the vertical datum and record groundwater elevation data on a regular basis. The groundwater information will be utilized to aid in earthwork, dewatering construction recommendations, and stormwater management design.

The data logger is anticipated to be deployed for up to 4 months and will be removed in conjunction with the Lynden High School Parking lot improvements. Data will be downloaded at approximately twice during the course of this work.

Deliverables

- Geotechnical Summary Memo
- Groundwater elevation data

7.0 CIVIL DESIGN

R&E has performed alternatives analysis and conceptual design under a previous scope of work. The preferred alternative includes a 10-ft. shared use path on the south side of Bradley Rd. R&E will develop this design concept to final design.

Intersection design at Bradley and Vinup Rd. and Bradley and Line Rd. is specifically excluded from this scope of work except where noted.

7.1. Roadway Geometry

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

- Horizontal Alignment
- Vertical Profile
- Cross Sections
- Grading Plans / Details

The roadway design including driveways, sidewalks, and curb ramps will meet the requirements of the Americans with Disabilities Act (ADA).

7.2. Channelization Plan

R&E shall prepare channelization plans to be reviewed and approved by the City. The channelization plan will be prepared with one travel lane in each direction on Bradley Rd., no two-way left turn lanes or left turn lanes will be provided at intersections. 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

7.3. Private Property Matches

R&E shall determine matches of the proposed improvement to private property and define appropriate property restoration in accordance with the following tasks.

- Define Property Matches
- Define Property Restoration

7.4. Franchise Utilities

Franchise utilities are assumed to be Puget Sound Energy, Cascade Natural Gas, Ziplly 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

It is assumed that overhead utility relocation or temporary relocation will be required due to horizontal conflicts with the proposed roadway. It is further anticipated that the Comcast “booster” station located at the intersection of Bradley Rd. and Eastwood Way will be impacted by this project. It is further assumed that buried utilities such as natural gas may be impacted by the improvements, or the utility may wish to extend the utility through the project site. R&E shall coordinate with the respective utility to facilitate the relocation or extension; however, design of the relocated utility is not included in this scope of work. The respective utility shall be responsible for all permits and approvals necessary to facilitate the relocation.

R&E shall stake proposed edge of roadway, back of sidewalk or limits of underground infiltration trench for planning and design purposes by the franchise utilities. R&E will not locate ROW lines or boundary lines as a part of this work.

7.5. Street Lighting

R&E shall coordinate with Puget Sound Energy Pole Services for street lighting improvements or upgrades necessary to accommodate a pedestrian level of lighting. All lighting design will be provided by PSE. R&E shall coordinate the lighting design with PSE and provide design information for the design developed under this scope of work.

7.6. City Utilities

Storm drainage will be designed as outlined in Work Item 8.0.

Sanitary sewer is not anticipated or proposed within Bradley Rd.

An existing 12-inch water main is present on the south side of Bradley Rd. The location of the existing water main may conflict with the proposed storm drainage system. For design purposes, R&E has assumed the existing water main will be replaced in its entirety, however if possible the water main will remain in place and only localized relocation will be necessary to avoid conflicts with the stormwater system. Existing services will be reconnected, and new services will be placed as needed. Water main stubs will be placed at the location of known development extension or future roadways. Fire Hydrant spacing will be reviewed based on the zoning and new hydrants will be added as needed to meet current City Standards.

7.7. Plan Preparation Package

R&E shall prepare the 30% plans which 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
- Typical Sections

R&E will provide the draft 30% plans to the City for review and comment. The 30% plans will be finalized after receiving comments. R&E assumed one round of comments in a 2-week City review period.

After completing the 30% plans and receiving the 30% City comments, R&E shall prepare the 60% plans which will include, at the very least, the following:

- Cover Sheet and Vicinity Map
- Standard Legend and Symbols
- Demolition and TESC Plans
- Roadway Plan and Profile
- Drainage Plan and Profile
- Water Design Plans
- Grading Plans
- Channelization Plan
- Typical Sections
- Design Details

R&E will provide the draft 60% plans to the City for review and comment. The 60% plans will be finalized after receiving comments. R&E assumed one round of comments in a 2-week City review period.

After completing the 60% plans and receiving the 60% City comments, R&E shall prepare the 90% plans which will include, at the very least, the following:

- Cover Sheet and Vicinity Map
- Standard Legend and Symbols
- Demolition and TESC Plans
- Roadway Plan and Profile
- Drainage Plan and Profile
- Water Design Plans
- Grading Plans
- Channelization Plan
- Typical Sections
- Design Details

R&E will provide the draft 90% plans to the City for review and comment. The 90% plans will be finalized after receiving comments. R&E assumed one round of comments in a 2-week City review period.

After completing the 90% Plans and receiving the 90% comments, R&E shall prepare the final bid-ready plans which will include final design of all project elements.

7.8. Estimates

R&E shall determine quantities and prepare a preliminary cost estimate at the 30%, 60%, 90%, and Final design levels 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 (30%, 60%, 90%, Final)

7.9. Specifications

R&E shall prepare preliminary specifications for the 90% submittal. After the CITY reviews the 90% submittal, R&E shall prepare the final list of bid items and project specifications including, Local Agency APWA GSP's, WSDOT 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 APWA GSP's, and WSDOT GSP's
- Bid Proposal Form
- Special Provisions

Deliverables

- 30% Plans and Estimate in *.pdf format
- 60% Plans and Estimate in *.pdf format
- 90% Plans, Specifications, and Estimate in *.pdf format
- Final Plans, Specifications, and Estimate in *.pdf format, 2 half size hard copy plans, 2 full size hard copy plans, and 2 hard copy bound specification books.

8.0 STORM DRAINAGE DESIGN

The project is anticipated to trigger the requirement to provide stormwater treatment and flow control. Additionally, the project is anticipated to include an increase in pollutant generating impervious surface, however there is no federal nexus for this project, therefore formal consultation with the agencies is not anticipated.

8.1. 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.

8.2. Model Stormwater Flow and Volume

R&E shall define drainage basins, model, and evaluate stormwater flow rates and volumes for the purposes of designing the storm drain conveyance system, water quality treatment and flow control as required by current City standards and the 2019 Stormwater Management Manual for Western Washington. The model shall encompass the project termini and adjacent properties which directly affect the storm drainage system within the project area.

8.3. Design Storm Drain Conveyance System

R&E shall evaluate alternatives for storm drainage conveyance. R&E shall develop the design criteria, using City Development Standards. The conveyance system shall be designed to accommodate flows generated by the project and any known contributing flows from adjacent properties.

One stormwater overflow is known to be present from the Eastwood way development.

8.4. Stormwater Quality and Flow Control Design

Stormwater quality and flow control design is anticipated to consist of linear infiltration trenches along the project corridor. R&E shall prepare drainage plans, and detail sheets of the stormwater management system to be incorporated into the project plans.

8.5. Stormwater Site Plan (Stormwater Report)

R&E shall prepare a stormwater site plan, also known as a stormwater report for the project to include the conveyance and stormwater management design as identified in this scope of work. A preliminary report will be provided to the City for review and comments. Once comments are received, the report will be updated and finalized. One round of City comments is anticipated.

Deliverables

- Stormwater Report
- Stormwater Management Design incorporated into the preliminary plans

9.0 ASSISTANCE DURING BIDDING

Once the 100% PS&E submittal to the City has been completed for the design contract, R&E 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

10.0 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 and GPS
- Right of Way and Easement Acquisition – Real Estate Services Group, Northwest, LLC
- Geotechnical – GeoEngineers Inc.

11.0 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, 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 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

Bradley Rd. Improvements - Final Design

Man-Hour and Cost Estimate

Date: April 15, 2024

Design PS&E

TASK NO.	TASK DESCRIPTION	CLASSIFICATION AND LEVEL				
		E-7	E-4	E-3	T-5	C-5
		Nathan	Kyle	Proj. Engr.	CAD	Admin.
1.0	PROJECT MANAGEMENT AND ADMINISTRATION					
1.1	Project Management and Administration	36	12			
1.2	Project Meetings					
	Kick-Off Meeting (1)	4	2	2		
	City Coordination Meetings (3)	3	6	6		
	Lynden School District Coordination Meetings (2)	2	4	4		
	Neighborhood Meeting (1)	3	3	3		
	Franchise Utility Meetings (6)	6	12	12		
	Review Meetings (3) [30%, 60%, 90%]	3	3	3		
1.3	Public Outreach	3	3	8	8	
1.4	Design Schedule	4	6			
1.5	Progress Reports and Invoicing					
	Monitor Scope	2	2			
	Monitor Budget	2	2			2
	Monitor Schedule / Prepare Schedule Updates	2	2			
	Prepare Monthly Status Reports and Invoices	2	6			2
	Prepare Supporting Documentation for Invoices	2	2			2
1.6	Quality Control / Quality Assurance	12	2			
	Sub-Total	86	67	38	8	6
2.0	DESIGN SURVEY AND BASE MAP					
2.1	Design Survey	1	2		2	
2.2	Title Reports		2	2		
2.3	Utility Locates		1	1		
2.4	Base Map					
	Acquire and Review As-Builts		1	1		
	Prepare Preliminary Base Map		2	1	8	
	Field Verify Base Map		2	2	2	
	Prepare Design Base Map	1	4	2	8	
2.5	Legal Descriptions and Recordable Exhibits	1	2	2	4	
	Sub-Total	3	16	11	24	0
3.0	ALTERNATIVES ANALYSIS					
	Sub-Total	0	0	0	0	0
4.0	RIGHT-OF-WAY AND EASEMENT ACQUISITION					
4.1	Identify ROW Needs	2	6	6		
4.2	Update ROW Plan	2	6		6	
4.3	Coordinate with Subconsultants	22	22	12		
4.4	Public Outreach	1	2			
4.5	Project Funding Estimate, AOS, and Appraisals	4	4	2	4	
4.6	Title Review, Clearing and Closing	1	2	2		
4.7	Right of Way Documentation, Negotiation and Closing	4	8	8	8	
4.8	Property Owner Meetings (16)	8	16	16		
4.9	Prepare ROW Exhibits (8)	2	10	18	18	
	Sub-Total	46	76	64	36	0
5.0	ENVIRONMENTAL PROCESS AND PERMITTING					
5.1	SEPA	2	4	8	4	
5.2	Address Public Comments on SEPA	2	6	6		
5.3	Construction Stormwater General Permit	1	2	2	2	
5.4	Cultural Resources - GEO 21-02	2	4	2		
	Sub-Total	7	16	18	6	0

6.0	GEOTECHNICAL					
6.1	Geotechnical Summary Memo	1	2	2		
6.2	Groundwater Monitoring	1	6	6		
	Sub-Total	2	8	8	0	0

7.0	CIVIL DESIGN					
7.1	Roadway Geometry					
	Horizontal Alignment	1	4	4	2	
	Vertical Profile	2	8	8	4	
	Cross Sections	2	8	8	4	
	Grading Plans / Details	2	8	16	8	
7.2	Channelization Plan	2	8	8	4	
7.3	Private Property Matches					
	Define Property Matches	2	8	8	8	
	Define Property Restoration	2	8	8	8	
7.4	Franchise Utilities					
	Franchise Utility Improvements and Relocations	2	4	4	4	
	Franchise Utility Coordination	10	20	20	4	
	Field Staking For Franchise Utilities	2	12	12		
7.5	Street Lighting	2	4	4	4	
7.6	City Utilities (Water)	2	4	8	4	
7.7	Plan Preparation Package					
	30% Plans	2	4	4	8	
	60% Plans	2	4	4	8	
	90% Plans	2	4	4	8	
	Final Plans	2	4	4	8	
7.8	Estimates					
	Quantity Take-Offs		4	8	4	
	Cost Estimates (30%, 60%, 90%, Final)	4	4	8		
7.10	Specifications					
	Review GSP's	2	8	2		2
	Bid Proposal Form	1	4	2		2
	Special Provisions	2	8	2		2
	Sub-Total	48	140	146	90	6

8.0	DRAINAGE DESIGN					
8.1	Evaluate Existing Conveyance System	1	2	4		
8.2	Model Stormwater Flow and Volume	2	8	16		
8.3	Design Stormwater Conveyance System	2	8	8		
8.4	Stormwater Quality and Flow Control Design	4	16	24		
8.5	Stormwater Site Plan (Stormwater Report)	4	16	24		
	Sub-Total	13	50	76	0	0

9.0	ASSISTANCE DURING BIDDING					
9.1	Respond to Questions from Contractors	2	4			
9.2	Conduct the Pre-Bid Meeting	2	4	2		
9.3	Prepare Addendums	2	8	8		
9.4	Review Bids and Provide Recommendation to Award	2	4	4		4
	Sub-Total	8	20	14	0	4

TOTAL HOURS	213	393	375	164	16
HOURLY RATE	\$ 218.30	\$ 150.45	\$ 132.75	\$ 112.84	\$ 118.00
SUB-TOTAL	\$ 46,497.90	\$ 59,126.85	\$ 49,781.25	\$ 18,505.76	\$ 1,888.00
TOTAL					\$ 175,799.76

10.0	SUBCONSULTANTS					
10.1	Northwest Surveying and GPS					\$ 7,000.00
10.2	Real Estate Services Group, Northwest					\$ 88,752.31
10.3	GeoEngineers, Inc.					\$ 3,000.00
10.4	Drayton Archaeological Research					\$ 5,000.00
10.5	10% Markup on Subs					\$ 10,375.23
	TOTAL					\$ 114,127.54

11.0	REIMBURSABLES	
11.1	Misc. Reproduction	\$ 250.00
11.2	Title Reports (2) @ \$500 each	\$ 1,000.00
11.3	Utility Locates	\$ 2,500.00
11.4	Groundwater Data Logger (1) @ \$40 per month for 4 months	\$ 160.00
11.5	Lynden Tribune Ad for Bids	\$ 800.00
	Sub-Total	\$ 4,710.00
	GRAND TOTAL	\$294,637.30