

City of Blaine
Request for Council Action
Meeting Date: September 11, 2023

Subject: David Evans & Associates general services agreement for planning support

Department: Community Development Services

Prepared By: _____
(Digital Signature)

Agenda Location: Consent Agenda Council Action Unfinished Business

Action Needed:

Requesting Council authorization for the City Manager to enter into a contract with David Evans & Associates for professional planning services not to exceed \$40,000.

Attachments:

1. Draft general services agreement with David Evans & Associates
-

Background/Summary:

Professional planning services will assist the CDS Department with permit review, technical review and long range planning services such as Zoning Text Amendments and comprehensive planning services.

Budget Implications: Current Budget New Budget Request Non-Budgetary

Funding is approved as part of the 2023 budget for CDS professional planning services.

Recommendation:

Option 1: Council approves the City Manager to execute the draft general services agreement with David Evans & Associates.

Option 2: Council takes no action or denies the request. CDS level of services will be impacted and additional funding will not be authorized.

Staff recommends option 1.

Reviewed By:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

GENERAL SERVICES AGREEMENT

THIS IS AN AGREEMENT between The City of Blaine, Washington an incorporated City in Whatcom County, in the State of Washington (“Client”) and David Evans and Associates, Inc., an Oregon corporation (“DEA”), together with Client, the (“Parties”), dated August 30, 2023 and any amendments thereto (collectively, the “Agreement”).

In consideration of the mutual promises between the parties, Client and DEA agree as follows:

Section 1. PROJECT

The purpose of this Agreement is to provide a master contract for professional consulting services and other related services (the “Services”) by DEA for Client relating to Land Use Planning, Permit Review, Permitting Process and Comprehensive Planning Services (hereinafter called the “Project”). The Services will be performed in any individual phase (or all phases) of the Project and will be performed under a series of Task Orders, each of which will define the scope (“Task Order Scope”), time of performance, and fees for the Services applicable to such Task Order, in substantially the form attached as **Attachment A, Sample Task Order** (a “Task Order”).

Section 2. SERVICES

- 2.1 **TASK ORDERS:** Prior to commencement of any phase of Services, Client and DEA will agree upon and execute a written Task Order. Execution by Client and DEA of each subsequent Task Order will incorporate such Task Order into this Agreement. DEA is not authorized and will not be required to proceed with any phase of Services until Client and DEA have agreed upon and executed a Task Order for that phase of Services. Changes to existing Task Orders will be handled in accordance with **Section 5.2, Changes**.
- 2.2 **STANDARD OF CARE:** The Services provided by DEA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. DEA makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Services.
- 2.3 **TIME PERIOD FOR PERFORMANCE OF SERVICES:** DEA will commence its services in accordance with the time schedule set forth on each Task Order.

Section 3. PAYMENTS

- 3.1 **FEE FOR SERVICES:** Client will pay DEA for services performed as set forth on each Task Order.
- 3.2 **TIMES OF PAYMENTS:**
 - 3.2.1 **Invoicing and Payments.** The unbilled portion of the Services will be invoiced on or about the 10th day of the month for the portion of the Services completed as of the end of the prior month. Client will pay the invoiced amounts within 15 days of the date on the invoice, after which time payment will be considered delinquent (“Delinquent Payment”). Client will pay monthly late charges on all Delinquent Payments at a rate of 1.5% per month (or the maximum rate allowed by law, if less) for each month from the date of invoice. Payments will be credited first to interest and then to principal. DEA may, at Client’s sole risk and without liability or legal exposure to DEA or its subconsultants, suspend all Services until all Delinquent Payments have been remedied. If a Delinquent Payment remains outstanding for 60 days or more, Client will be considered in material breach of this Agreement.

Client will not withhold, back charge, retain or off-set any sums from payment to DEA for any reason, and waives any statutory or other rights to withhold, back charge, retain or off-set from the payments made or to be made to DEA. If Client believes that there is a defect or nonconformance in the Services, Client will address those issue(s) in accordance with **Section 5.1, Notifications** and, if necessary, **Section 6.1, Dispute Resolution**.

- 3.3 **PAYMENTS IN EVENT OF TERMINATION:** If this Agreement is terminated, Client will compensate DEA for all Services performed and expenses incurred under this Agreement, together with all costs arising out of the termination.

Section 4. SPECIAL PROJECT PROVISIONS

- 4.1 **FURNISHED DATA:** Client will provide to DEA the relevant data in its possession relating to the Services, including, but not limited to, previous reports, maps, surveys, borings, and other information. Client will clearly delineate the boundary of the area(s) that comprise the Project. DEA may rely upon the accuracy of the information provided by Client in performance of the Services. Record drawings and construction documents (if any) will be prepared, in part, based on information compiled and furnished by Client and others, and may not always represent the exact location or type of various components, or the exact manner in which the Project is to be finally constructed. DEA is not responsible for any errors or omissions in the information obtained from others that are incorporated into the record drawings or construction documents or used in connection with the Services.
- 4.2 **TIMELY REVIEW:** Client will examine all studies, reports, proposals, and other related documents provided to Client by DEA and provide timely written decisions requested by DEA.
- 4.3 **ACCESS TO FACILITIES AND PROPERTY:** Unless otherwise agreed to by the Parties, Client will arrange safe access to all facilities, the site of the Project (the "Site") or other property as reasonably required for DEA to perform the Services. Client will provide labor and safety equipment, with exception to personal protective equipment (PPE), as required by DEA for its access. Client will also perform, at no cost to DEA, tests of equipment, machinery, pipelines, and other components of the facilities as may be reasonably required in connection with the Services. Client will identify necessary precautions and provide a safe and healthy environment for DEA personnel working at the Site in accordance with state and federal occupational safety and health guidelines.
- 4.4 **PERSONNEL AND ON-SITE ACTIVITIES:** Each Party will be responsible for all acts of its own personnel at the Site or otherwise performing any work relating to the Project. While at the Site, DEA's personnel will comply with the applicable requirements of any construction contractor or subcontractors ("Contractors") and Client's safety programs, of which DEA has been informed in writing. DEA will at no time supervise, direct, control, or have authority over any Contractor work, nor will DEA have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or related safety precautions and programs, nor for any failure of a Contractor to comply with laws or regulations applicable to such Contractor's work. DEA neither guarantees the performance of Contractors or others, nor assumes responsibility for their failure to perform work in accordance with the construction documents or safety standards.
- 4.5 **ADVERTISEMENTS, PERMITS, ACCESS AND CONSENTS:** Unless otherwise agreed to in the Task Order Scope, Client will obtain, arrange for, furnish and pay for advertisements for bids, permits, fees and licenses required by governmental authorities, land easements, rights-of-way and access, and such approvals and consents from others necessary for the Services or construction of the Project.

- 4.6 **NOTICE OF VIOLATIONS:** Client will promptly notify DEA in writing if Client becomes aware of: a) a violation of any law, regulation, permit or license relating to the Project; b) proceedings that commence that could lead to revocation of permits or licenses relating to the Project; c) actual revocation of permits, licenses or other governmental authorizations relating to the Project; d) any investigation, litigation, mediation or arbitration that is threatened or commenced that could affect DEA or the Project; or e) deficiencies in equipment or facilities that result in non-compliance with applicable laws, regulations, permits or licenses (collectively "Violations").
- 4.7 **OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES:** In providing opinions of probable cost, financial analysis, economic feasibility projections, and schedules for the Project, DEA has no control over many factors, including: a) the cost of labor, materials, equipment or services furnished by others, including quantities or unit pricing; b) a Contractor's methods of determining prices through competitive bidding or over market conditions; c) unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions; d) time or quality of performance by third parties; e) quality, type, management or direction of operating personnel; and f) other economic and operational factors that may materially affect the ultimate costs or schedule of the Project. DEA makes no warranty that Client's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from DEA's opinions, analyses, projections or estimates. If Client wishes greater assurance as to any of these factors, Client will employ an independent cost estimator, contractor or other appropriate advisor.
- 4.8 **LAWS NOW IN EFFECT:** DEA has based the schedule, fees, various estimates of costs for services, materials and equipment on the laws, rules and regulations in effect on the date of the applicable Task Order. Any change of relevant laws, rules or regulations, including laws relating to taxes or fees enacted after the effective date of the applicable Task Order may affect the final cost, schedule, scope or feasibility of the Project. DEA will be entitled to a reasonable adjustment of the Project schedule and additional compensation for costs and fees as necessary to comply with the change of relevant laws, rules or regulations.
- 4.9 **DEA CERTIFICATION:** Under no circumstances will DEA be required to sign any document resulting in DEA certifying, guaranteeing or warranting of DEA's Services, including, but not limited to the existence or non-existence of any condition(s) whose existence DEA did not or could not ascertain, or in which the certification cannot be reasonably modified. Client will not make any payment or dispute resolution contingent on, or tied to, DEA signing any such certificate, regardless of who requests such certification.
- 4.10 **DOCUMENTS AND RECORDS:**
- 4.10.1 **Instruments of Service.** All reports, plans, specifications, field data and notes and other documents, whether in hardcopy or in electronic form, including, but not limited to, software, e-mail or internet transfers, whether prepared by DEA or DEA's subconsultants, are instruments of professional service ("Instruments of Service") and are not products. In a discrepancy between a hardcopy document and electronic media, the hardcopy document will govern.
- 4.10.2 **Ownership.**
- Subject to the restrictions contained in this Section, ownership of final Instruments of Service will transfer to Client upon completion of the Services and payment in full to DEA for the Services. Notwithstanding the above, DEA will retain ownership of all standard details, drawings, reports, spreadsheets, processes, calculations, modeling and specifications ("Standard Details"). Client may use the final Standard Details to the extent incorporated in the Instruments of Service.

- 4.10.3 **Electronic Instruments of Service.** At DEA's request, Client will remove all title blocks with the name or other company identifiers of DEA, including names of employees and other professionals. Client acknowledges that incomplete Instruments of Service are not reviewed for errors or omissions, and are not appropriate for further use.
- 4.10.4 **Use of Instruments of Service.** Any reuse, change or alteration of any Instruments of Service is not permitted without DEA's written consent. To the fullest extent permitted by law, Client will indemnify DEA and DEA's lower tier subconsultants from any and all claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeal), arising out of any changes made to or unauthorized use of any Instruments of Service, final or incomplete.
- 4.10.5 **Accounting Records.** DEA will maintain accounting records, including, but not limited to original receipts, invoices and related verification, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. To the extent required to verify the direct costs specific to the Project, these records will be available to Client during DEA's normal business hours for a period of one (1) year after DEA's final invoice for Services. Client may only audit accounting records applicable to a cost-reimbursable type compensation.

4.11 **SPECIAL CONSTRUCTION-RELATED PROVISIONS:**

- 4.11.1 **Construction Progress Payments.** Recommendations by DEA to Client for periodic construction progress payments to the Contractor(s) will be based on DEA's knowledge, information and belief based on a number of factors beyond DEA's knowledge or control. Specifically, the recommendations do not represent that DEA has examined: a) whether the Contractor(s) has completed the work in exact accordance with the construction documents; b) how or for what purpose the construction contractor(s) has used the monies paid; c) whether title to any of the work, materials, or equipment has passed to Client free and clear of liens, claims, security interests, or encumbrances; d) whether there are matters at issue between Client and the Contractor(s) that affect the amount that should be paid; or e) whether the final work will be acceptable in all respects.

4.11.2 **Construction Contract Terms.**

Client will include substantially similar terms as those listed in this **Section 4.11.2** in all agreements with Contractors related to the Project:

- A. To the fullest extent permitted by law, Contractor will indemnify Client and DEA from any and all claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs for appeals), relating to bodily injury, sickness, disease or death, or to injury to or destruction of property including loss of use resulting therefrom, related to or caused by the negligent acts or omissions or willful misconduct of Contractor, its agents, or anyone for whose acts Contractor may be liable.
- B. Contractor(s) will name Client and DEA and DEA's lower tier subconsultants as additional insured on all Contractor's liability policies, except professional liability and workers' compensation policies.

- 4.12 **ENVIRONMENTAL:** Unless specifically included on the applicable Task Order, the Services do not include any services related to Environmental Concerns (as defined in **Attachment C, Environmental**). Except for items disclosed on **Attachment C, Environmental** as revised on any applicable Task Order, Client represents that there is no known or suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Materials, Hazardous Substances or other

Environmental Concerns located at or near the Site. The Parties agree to further terms regarding the handling of environmental matters contained in **Attachment C, Environmental**.

- 4.13 **NONDISCRIMINATION:** Neither Party will discriminate against, exclude from participation in, deny the benefits of, harass or allow harassment against, any person with regard to race, color, sex, religion, national origin, pregnancy, age, citizenship status, physical or mental disability, military status, genetic condition, marital status, sexual orientation, or any other legally protected criteria, except when applicable and as permitted by Section 12940 of the California Government Code. All personnel decisions, including, but not limited to, recruitment, hiring, training, promotion, compensation, overtime, benefits, safety, transfers and layoffs, will be administered without discrimination. Both Parties understand that while executing the terms of this Agreement it may be subject to and will comply with:
- A. Executive Order 11246 relating to Equal Employment Opportunity and non-discrimination and affirmative action obligations;
 - B. The Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in programs conducted by federal agencies, in programs receiving federal financial assistance, and in the employment practices of federal contractors;
 - C. Executive Order 13201 which requires federal contractors to post certain notices informing their employees that they have certain rights related to union membership and use of union dues and fees under federal law;
 - D. The Vietnam Era Veterans' Readjustment Assistance Act, as amended; DEA and Client will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741(a). These regulations prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans.

Section 5. CHANGES AND DELAYS

- 5.1 **NOTIFICATIONS:** Client will give prompt written notice to DEA if Client becomes aware of any development that may affect the scope, timing or accuracy of the Services or any issue relating to the contractual obligations of the Parties, including a change in the Client's financing (a "Potential Issue"). The DEA Project Manager and appropriate employee of Client will diligently pursue resolution of any change in Task Order Scope or other action on account of the Potential Issue. If the issue is not resolved within a reasonable period, employees of the Parties who have the authority to make binding decisions on its behalf will attempt in good faith to resolve the issue within 30 days. If the issue is not resolved by the end of the 30 day period, either Party may pursue mediation pursuant to **Section 6, Disputes and Termination**.
- 5.2 **CHANGES:** Client may request changes, revisions, additions or deletions (collectively, "Changes") to the Scope of Services to a Task Order. Client and DEA will execute a written amendment to such Task Order prior to DEA's performance (if any) of such Changes. Any request by DEA for adjustments in fee, time schedule or scope on account of such Changes will be made in writing and mutually agreed by the Parties. If a new Task Order is required, DEA and Client will execute a new Task Order subject to **Section 2.1, Task Orders**.
- 5.3 **SUSPENSION OF SERVICES:** DEA will, upon 14 working days' written notice from Client, suspend, delay or interrupt all or a part of the Services. DEA will then resume the Services within 14 working days of receiving written notice from Client to do so if notice is received no more than 90 days from the date of suspension. If any suspension exceeds 90 days, DEA and Client must mutually agree to re-start the Services and the terms following this protracted suspension.

- 5.4 **DELAYS:** If DEA is delayed in the progress of the Services by any factors beyond DEA's reasonable control, including, but not limited to, strikes, lockouts, work slowdowns or stoppages, war, riots and other civil disobediences, sabotage, accidents, acts of Nature, labor shortages, epidemics, diseases, public health emergencies, acts of government, failure of any governmental or regulatory authority to act in a timely manner, failure of Client to timely pay invoices, furnish information or approve or disapprove of the Services in a timely manner, a Violation or faulty performance by Client or Contractors at any level (collectively, a "Delay"), DEA will give Client written notice of the Delay and estimate any adjustments in the schedule, fee and/or expenses attributable to such Delay. DEA is not responsible for changes, additional time, costs or expenses attributable to such Delay. Upon cessation of the cause of the Delay, DEA will give written notice to Client of any adjustments to the time schedule, fee and/or expenses, or any other matter contained in the Task Order, as a result of the Delay, and Client and DEA will in good faith mutually agree upon adjustments on account of such Delay.

Section 6. DISPUTES AND TERMINATION

- 6.1 **DISPUTE RESOLUTION:** DEA and Client will work in good faith to settle or compromise all disputes, controversies, or differences that arise out of or relate to this Agreement ("Disputes") by means of amicable discussions. All Disputes will be dealt with as follows:
- 6.1.1 **Resolution by Discussion and Mediation.** Either Party may send a written notice to the other party setting forth a detailed description of the Dispute ("Notice of Dispute"). If the Dispute is not resolved during the first 30 days following receipt of the Notice of Dispute, either Party will seek to have the Dispute resolved by non-binding mediation. Promptly upon selection of a mediator, the Parties will provide the mediator with copies of the Notice of Dispute, all relevant documents and a statement of their respective positions and will request that the mediator meet with the Parties within 30 days of such selection to consider and propose a resolution or a procedure for reaching a resolution.
- 6.1.2 **Resolution in Court.** If the Parties have not resolved the Dispute by mediation or alternative method, either Party may, after 60 days following receipt of the Notice of Dispute (regardless of whether any mediation process has occurred or is ongoing or concluded), seek a resolution of the Dispute in accordance with **Section 8.3, Governing Law**.
- 6.2 **TERMINATION:** This Agreement may be terminated by either Party for any reason upon 14 days' written notice to the other Party. Both Parties waive any claims for damages (except for nonpayment of services provided or expenses incurred by DEA), loss of profit or delay costs associated with the termination pursuant to this section.

Section 7. RISK ALLOCATION AND INSURANCE

- 7.1 **INTERPRETATION:** The use of the term DEA, Client or Party in **Section 7.2, Indemnifications and Consequential Damages and 7.3, Allocation of Risk**, also refers to each Party's respective officers, directors, employees, affiliated companies, agents, volunteers and subcontractors. Allocations of risk and indemnities in this Agreement are business understandings between the Parties and will apply to all the different theories of recovery, including breach of contract or warranty, tort, including, without limitation, negligence, strict or statutory liability, or any other cause of action. Client will not seek damages in excess of these limitations indirectly through suits with other parties who may join DEA as a third-party defendant.
- 7.2 **INDEMNIFICATIONS AND CONSEQUENTIAL DAMAGES:**
- 7.2.1 **Mutual Indemnity.** To the fullest extent permitted by law, each Party (the "Indemnifying Party") will indemnify the other party (the "Indemnified Party") from any claims, damages,

losses, costs and expenses (including reasonable attorneys' fees and costs of appeals), to the extent arising out of the negligent acts or omissions, breach of contract or willful misconduct of the Indemnifying Party. The Indemnified Party must give reasonable notice to the Indemnifying Party of any claim, and must not act or fail to act in any manner that would compromise the Indemnifying Party's position with respect to resolution or defense of the claim.

- 7.2.2 **Environmental Indemnity.** To the fullest extent permitted by law, Client will indemnify DEA from any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeal), arising out of claims for liability sought under CERCLA, RCRA or other environmental laws, or relating to the presence, discharge, release or escape of Environmental Concerns on or from the Project. This provision does not obligate Client to indemnify DEA for claims, damages, losses and costs (including reasonable attorneys' fees and costs of appeal), to the extent caused by DEA's own negligence or willful misconduct.
- 7.2.3 To the fullest extent permitted by law, Client will indemnify DEA from any claims, damages, losses, costs and expenses, (including reasonable attorneys' fees and costs of appeal) arising out of claims of any certification or record document in connection with the Project executed or signed by DEA at the request of a governmental entity, lender or other third party, except to the extent claims result from the negligence or intentional misconduct of DEA.
- 7.2.4 **Defense.** The Parties expressly exclude any obligation to defend in an action to which indemnification obligations may apply.
- 7.2.5 **Mutual Waiver.** To the fullest extent permitted by law, each Party waives against each other any and all claims for or entitlement to special, incidental, indirect, punitive or consequential damages arising out of, resulting from, or in any way related to the Project.

- 7.3 **ALLOCATION OF RISK:** In recognition of the relative risks and benefits of the Project to both Client and DEA, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of DEA and its subconsultants to Client and to all Contractors on any Task Order for any and all claims, losses, costs, damages or expenses so that the total aggregate liability of DEA and its subconsultants to all those named will not exceed \$ 100,000, plus an amount equal to the aggregate fees under all Task Orders, including any additional fees on account of Changes to such Task Orders. These claims and causes include, but are not limited to, negligence, professional malpractice, strict liability, breach of contract, or warranty.

DEA and Client have carefully considered and actually negotiated the allocation of risk, and expressly consent to the allocation of risk listed above.

- 7.4 **INSURANCE:** DEA and Client will comply with the insurance requirements set forth on **Attachment D, Insurance.**

Section 8. MISCELLANEOUS PROVISIONS

- 8.1 **COMPLIANCE WITH LAWS:** DEA will comply with applicable federal, state and local codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
- 8.2 **STATUS AS INDEPENDENT CONTRACTOR:** DEA represents that it will perform services as an independent contractor and not as an employee, agent, joint-venturer, fiduciary or partner of Client. DEA is responsible for the means and methods it uses in performing the Services. DEA and its employees will not qualify for workers' compensation or other fringe benefits of any kind

through Client. Neither Party has the right, power or authority to bind the other.

- 8.3 **GOVERNING LAW:** This Agreement will be governed by the laws of the state in which the Site is located, without regard to principles of conflict of law. Any filing of a case, suit, or action related to this Agreement will be brought in such state.
- 8.4 **SUCCESSOR INTERESTS:** The covenants, conditions and terms of this Agreement will apply to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the Parties.
- 8.5 **NO THIRD-PARTY BENEFICIARIES:** This Agreement gives no rights or benefits to anyone other than Client and DEA and has no third-party beneficiaries, except as provided in **Section 4.10.2, Ownership.**
- 8.6 **ASSIGNMENT:** Client may not transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, rights of action, monies that are due or monies that may be due) without the prior written consent of DEA. DEA may employ any other party or entity it deems necessary or proper for any portion of the Services.
- 8.7 **WAIVER:** A waiver by either Party of any covenant, term or condition of this Agreement must be in writing. Such a waiver will not affect the waiving party's rights with respect to any other or further breach.
- 8.8 **SEVERABILITY AND SURVIVAL:** If any of the provisions contained in this Agreement or a Task Order are held for any reason to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision, and this Agreement or such Task Order will be construed as if it did not contain the provision. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement or a Task Order will survive its completion or termination for any reason, subject to applicable states of limitation or repose.
- 8.9 **TIME LIMITS FOR CLAIMS:** Any claim brought by Client against DEA must be filed no later than one (1) year after the date of substantial completion of the Services performed pursuant to the Task Order or the expiration of the appropriate statute of limitations applicable to the Services performed pursuant to the Task Order, whichever is earlier.
- 8.10 **CONSTRUCTION:** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement and each Task Order, and the decision of whether or not to seek the advice of counsel with respect to this Agreement or a Task Order is the sole responsibility of each Party. Neither this Agreement nor any Task Order will be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement or a Task Order.
- 8.11 **MODIFICATION:** This Agreement may only be modified by written amendment duly executed by both Parties.

Section 9. ATTACHMENTS AND SIGNATURES

This Agreement, including its attachments and schedules, is the entire agreement between Client and DEA and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement, any Task Order and any amendments may be executed by the Parties in counterparts and by electronic means. All executed Task Orders (including amendments to Task Orders) and the following attached documents are incorporated and by this reference made a part of this Agreement:

- Attachment A: Scope of Services
- Attachment B: Hourly Rate Table
- Attachment C: Insurance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated below.

Client:
City of Blaine, Washington

BY _____

NAME _____
Print

TITLE _____

DATE _____

DEA:
DAVID EVANS AND ASSOCIATES, INC.

BY _____

NAME John Bissell, AICP
Print

TITLE Senior Project Manager

DATE _____

DEA:
DAVID EVANS AND ASSOCIATES, INC.

BY _____

NAME _____
Print

TITLE _____

DATE _____

ATTACHMENT A

SCOPE OF SERVICES

Re: General Services Agreement between The City of Blaine, Washington (“Client”) and David Evans and Associates, Inc. (“DEA”) dated August 30, 2023

Execution of this Task Order by Client and DEA will serve as authorization for DEA to carry out and complete the services as set forth below in accordance with the referenced Agreement between Client and DEA.

Scope of Services:

Task 001 – General Services

- Land Use Permit Review including but not limited to Short Subdivisions, Formal Subdivisions, Conditional Use Permit Review, and Variance Applications.
- Provide Stormwater and Civil Engineering Review
- Provide Licensed Survey Review for Final Plat Maps and Boundary/Lot Line Adjustments
- Assist with updating the City’s permit review process.
- Land use code writing as needed.
- Provide assistance with comprehensive planning as needed.
- Provide assistance with GIS as needed.
- Provide assistance in developing permit review processes and submittal checklists.

Assumptions:

- Services for different disciplines of review will be provided as available.
- Some elements within the scope may need to be expanded to separate tasks. The Client and DEA will stay in close contact on these issues and will mutually determine if services requested by the Client will be better served with a separate scope and fee.
- GIS assistance will be available only if DEA GIS experts are fluent in the particular GIS program used by the Client

Fees for Services:

Time and Expenses

Expenses

“Expenses” may include, but are not limited to, costs for transportation and subsistence incidental to same; outside photographic or reproduction services; equipment rental; fees for permits, filings, applications; services provided by professional firms, outside consultants, and testing firms; postage and freight; etc.

CLIENT:
{INSERT CLIENT NAME}

Signature _____

Name _____
Print Name

Title _____

Date

DEA:
DAVID EVANS AND ASSOCIATES, INC.

Signature _____

Name _____
Print Name

Title _____

Date

DEA:
DAVID EVANS AND ASSOCIATES, INC.

Signature _____

Name _____
Print Name

Title _____

Date _____

ATTACHMENT B

2023 PUGET SOUND REGION HOURLY BILLING RATES

Principal in Charge	\$240 - \$295
Project Manager	\$185 - \$245
Engineer (Professional)	\$175 - \$255
Engineering Designer	\$130 - \$150
Designer	\$125 - \$195
CAD Technician	\$100 - \$160
Landscape Architect.....	\$130 - \$160
Landscape Designer	\$100 - \$140
Planner.....	\$110 - \$175
Construction Services Manager	\$230
Construction Inspector.....	\$140
Administrative Assistant	\$100 - \$135
Project Accountant	\$100 - \$143
Project Coordinator	\$90 - \$135
Graphic Designer.....	\$120 - \$140
Scientist.....	\$105 - \$150
Survey Manager	\$200 - \$240
Project Surveyor.....	\$165 - \$210
Survey Analyst.....	\$140 - \$170
Office Survey Technician.....	\$105 - \$145
Party Chief.....	\$120 - \$170
Field Survey Technician.....	\$80 - \$105
GIS Analyst	\$135 - \$160
Remote Pilot	\$110 - \$160
Flight Operations Manager	\$190 - \$220
Mileage.....	IRS Rate
Per Diem: Meals / Lodging	Current GSA Rate
Subconsultants	Cost plus 10%
Other Expenses	Cost plus 10%

Standard hourly rates are subject to adjustment on April 1, 2024.

ATTACHMENT C INSURANCE

1. DEA INSURANCE:

- A. **Insurance Requirements.** DEA will maintain, at its own expense, the following insurance at all times during the performance of the Services:
- i. **Workers' Compensation Insurance** (to the extent required by applicable state law) in the statutory amount, including all states coverage, voluntary compensation endorsement and USL&H and Employer's Liability Insurance (collectively, Workers' Compensation Related Policies) with a minimum limit of \$500,000 per accident, \$500,000 for each employee for bodily injury by disease. Except when not available by state law, DEA's Workers' Compensation Related Policies will waive subrogation against DEA and Client.
 - ii. **Commercial Automobile Liability Insurance ("Auto")** including coverage for on-site and off-site operations, and owned, non-owned or hired vehicles, with limits of not less than \$1,000,000 combined single limits per accident. This policy will include Client, Owner and any Client specified entities as additional insured on a primary basis. This policy will waive DEA's rights of subrogation against Client and Owner. The policy will contain a Severability of Interest clause.
 - iii. **Commercial General Liability Insurance ("CGL")** on an occurrence basis with limits of not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate will apply on a "per project" basis. The policy will be applicable to all premises and operations and will include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), XCU, independent contractors, blanket contractual liability, products and completed operations by DEA or any of its employees, agents or subconsultants. This policy will include Client, Owner and any specified Client entities as additional insureds on a primary and non-contributory basis. The policy will contain a Severability of Interest clause. This policy will waive DEA's rights of subrogation against Client and Owner.
 - iv. **Umbrella/Excess Liability Insurance ("Excess")** covering umbrella/excess liability for GCL, Auto or Workers' Compensation Policies, with limits of not less than \$2,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate will apply on a "per project" basis. This policy will be in excess of and follow the form of the CGL, Auto and Workers' Compensation Related Policies. This policy will include Client, Owner and any specified Client entities as additional insureds, and this coverage will apply on a primary and non-contributory basis and include a Severability of Interest clause. This policy will waive DEA's rights of subrogation against Client and Owner.
 - v. **Professional Liability Insurance ("PLI")** covering professional negligence in the performance of its Services, with the PLI policy providing limits of not less than \$1,000,000 per claim and in the aggregate. The PLI policy will be on a claims-made basis and continuously maintained in full force and effect for the term of this Agreement (or an Extended Reporting Period purchased). The retroactive date of the policy will be prior to the date the Services commence.

- vi. **Aircraft Liability Insurance** (if the Services involve the use of aircraft) covering liability arising out of the use, operation or maintenance of any aircraft, including passenger liability, with a per occurrence limit of not less than \$5,000,000.
- B. **COVERAGE TERMS:** DEA will furnish, within 10 calendar days from the date of this Agreement, insurance certificates evidencing the dates, amount and type of insurance required by this Agreement. A certificate of insurance evidencing the required coverages will be provided to Client prior to DEA's commencement of work. If applicable, renewal certificates will be provided each year for the entire term coverage is required to be maintained by this Agreement. Each policy will be endorsed to provide 30 days' prior written notice to Client of cancellation or nonrenewal. **Additional insured status for any party required to be named as an additional insured will extend to the full limits of liability maintained by DEA even if those limits are in excess of those required by this Agreement.**
- C. **OTHER POLICIES:** Project specific policies, including but not limited to, bonds, railroad protective liability, contractor's pollution liability or project specific professional liability policies will not be provided unless mutually agreed by the Parties and at an additional cost to Client.