



June 28, 2021

Randi Perry, Utilities Supervisor  
City of Langley  
112 Second Street  
PO Box 366  
Langley, WA 98260

Re: Proposal for PHASE 2B Civil Engineering Services  
City of Langley Water Management Utility Improvements

Dear Ms. Perry,

David Consulting Group, Inc. (“DCG”) is pleased to submit a proposal for Phase 2B design services for the project noted above. In this proposal, we have summarized the project understanding, scope of work, tasks and deliverables, assumptions, schedule, and fees. The City of Langley will herein be referred to as “Client”.

**Project Understanding**

The overall project includes fourteen Langley Infrastructure Projects (LIP), each aiming to improve water, sewer, and/or stormwater services. Depending on the sub-project, a given utility may be extended, replaced, or rehabilitated if feasible. Some also include roadway pavement restoration (beyond trench repair), thickened edge construction, and pathway improvements.

**Scope of Work**

DCG will provide civil engineering services to support the design of the proposed improvements for each of the fourteen sub-projects. Twelve of the sub-projects were originally outlined in the 2019 Capital Improvement Projects report prepared by PACE Engineers in August 2018. Additionally, the thirteenth and fourteenth sub-projects have been added by the Client, to replace the water main from Furman Avenue to Wilkinson Road (now including a new main, routing from Edgecliff Dr, across an easement through a private parcel and then along Sandy Point Rd) and to replace the sewer main along Al Anderson Avenue from Suzanne Court to Louisa Street, respectively.

In order to accurately scope the level of effort, DCG has proposed to break up the scope of this overall improvement project into five phases:

- Phase 1 - Site investigation and feasibility analysis
- Phase 2 - Design development and construction documents
  - A. 30%
  - B. 60%**
  - C. 90%/100%
- Phase 3 - Construction support

Work for Phase 1 was completed in fall of 2020, which included investigations into the existing site conditions and a sub-project feasibility analysis, summarized in the final BOD report, dated 10/2/2020. Work for Phase 2A is complete with the exception of the land use permit submittal which is waiting for environmental scope under this 2B contract to be conducted.

The following scope for Phase 2B will focus on 60% level design and associated cost estimate updates. This effort will include incorporating feedback received from the City and PWAC on the Phase 2A deliverables.

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<b>Seattle</b>	<b>Mount Vernon</b>	<b>Federal Way</b>	<b>Whidbey Island</b>
9706 4 <sup>th</sup> Ave NE, Suite 300	2210 Riverside Dr, Suite 110	31620 23rd Ave S, Suite 307	1796 E Main St, Suite 105
Seattle, WA 98115	Mount Vernon, WA 98273	Federal Way, WA 98003	Freeland, WA 98249
tel 206.523.0024	tel 360.899.1110	tel 206.523.0024	tel 360.331.4131

### **Task 1 – 60% Design**

#### *Scope of work*

Task 1 efforts will progress the LIP design and associated drawings. Design progression will include preliminary stormwater modeling, water meter and sewer stub location coordination, pathway grading and conflict coordination, preliminary retaining wall design, trenching support method coordination, refinement of the water main alignment in LIP 13, and coordination with Island County for the outfall and permitting. Beyond updates to reflect the noted design progression, drawing work will include the addition of TESC and demolition sheets, further development of details, and updating tree impacts, method of installation, and pavement restoration limits.

An updated construction cost estimate will be prepared. DCG will contribute ideas (scope modification/reduction) to a value engineering discussion.

One draft and one final version of the drawings and cost estimate will be submitted. A table of contents (TOC) of the anticipated project specifications will be submitted with the final documents of this phase. A 60% review meeting and review comments will take place after the draft submittal, and revisions will be incorporated into the final submittal.

The following items are also included in this Task 1 scope:

- Attend up to two (2) PWAC or City Council meetings and one (1) project-specific public workshop. Simple project graphics will be prepared for the workshop using drawing content.
- Conduct one site visit covering all LIPs.
- Participate in a 60% review meeting with the Client to discuss the cost estimate update and confirm sub-project scope moving forward.

#### *Subconsultants*

Utility locating, topographic survey, and environmental critical area efforts will cover the additional scope area from Edgecliff Drive down through private parcel (R320902-331-2520, 946 Edgecliff Drive), along Sandy Point Road, and up Wilkinson Road to Indian Point Lane. Environmental work will include any necessary field investigation to assess the private parcel and/or roadway ROWs and associated updates to the Critical Areas Report. Findings will be incorporated into the land use permit package submittals.

In anticipation that questions/clarifications may arise, small budgets for coordination purposes have been included for the trenchless, arborist, and geotechnical subconsultants that were contracted in Phase 1 and 2A. Similarly, DCG's structural team will be available for preliminary coordination on retaining wall design and trenching support.

Where provided, proposals detailing the subconsultants' scope of work are included in Attachment 5.

**Technical Deliverables**

DCG will submit the following Technical Deliverables:

Description	Hard Copies	Description/Size/Format
Drawings	2	PDF, 24"x36" CAD .dwg file
Cost estimate	2	PDF, size TBD
Specification TOC	2	PDF, 8.5"x11"
Report update	2	PDF, 8.5"x11"

Note: DCG has provided a budget for expenses including printing/copying costs. If the Client requests printing/copying resulting in costs higher than the budgeted amount then additional expenses will apply at the rates shown on the attached 2021 DCG In-House Photocopy Rates (Attachment 3).

**Scope Exclusions/Assumptions**

The following assumptions apply:

1. Prior to this scope commencing, the Client will begin coordination with WDFW, DNR, DOE, and NHP regarding potential impacts to bald eagle nests.
2. DCG will lead permitting coordination and applications. The Client will provide support.
3. This scope of work only covers efforts for Phase 2B as outlined above. Subsequent phase work and associated fees will be negotiated at a later date.
4. One drawing set will be produced as part of this Phase 2B contract, including work for all LIPs. If separate sets are ultimately required due to permitting and/or bidding, the work to create separate sets can be included in subsequent phase contracts.
5. The construction cost estimate will reflect DCG's opinion of probable construction costs. Opinions will be based on the information available and DCG's judgement as an experienced and qualified team of professionals. However, since DCG has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, DCG does not guarantee that proposals, bids or actual project or construction cost will not vary from the opinions of probable cost provided.
6. Additional assumptions related to subconsultants' scope are documented within Attachment 5.
7. The Client will continue to provide available record drawings, utility data, and site documents.
8. The Client will provide contact information for private utility purveyors as needed.
9. Anticipated impacts to private utilities will be identified and a design for necessary relocation or modification will be provided per coordination with that purveyor. This includes gas, telecommunication, electrical services and power poles, and street lighting.
10. DCG will lead communication with Island County. This includes coordination related to the stormwater outfall upgrades and any permitting requirements.
11. No effort is needed to update the Franchise Agreement with Island County; the current agreement is still valid and covers the area of impact.
12. The Client will lead all communication with stakeholder groups and the public, including adjacent landowners and businesses. Project updates to be provided to the public (via flyers or website) shall be managed by the Client or others.
13. Coordination with private landowners regarding utility connection locations will be led by the Client.
14. The Client will be responsible for notifying the appropriate parties in advance of site investigation activities included with this scope of work. DCG will coordinate with the Client 10 days in advance to confirm when these activities are scheduled to take place.
15. Where required, access onto private property will be coordinated by the Client.
16. No service connection work will be proposed on private property. New service connections will stop at the ROW and work associated on the private side will be completed by the private landowner.
17. The Client will provide review comments in one compiled document, including comments from all reviewing parties.

18. The Client will conduct any CCTV investigations required for design purposes.
19. It is assumed that minimal landscaping scope will be required for this project. If areas of landscape improvements are identified (replacing existing trees or vegetation, hydroseeding, etc.) then this scope will be noted in the construction drawings and specifications with subsequent phase efforts, requiring the Contractor to hire a landscaper as part of their contract.
20. Any post-tree care required due to the extent of construction impact, will be identified by DCG's arborist subconsultant in subsequent phase work.
21. No effort for water modeling (potable water) is included. Pipe sizing will follow the Client's comprehensive plan and associated system-wide modeling done by others.
22. Transportation studies and submittals are not included within this scope of work and, if required, are to be provided by others.
23. Design will not require vehicle turning analyses.
24. The permitting process and related agency coordination will help to determine the required type and magnitude of mitigation. A location for such mitigation will be coordinated with the City in subsequent phases of work, including effort associated with conducting a site survey if needed.
25. An operation and maintenance manual will not be provided for any aspect of design.
26. Bid support will be included in subsequent phase work.
27. Invoices will include a cover sheet with a suggested break-down by LIP and by utility for the Client's use in funding allocation.
28. Environmental assumptions:
  - a. Effort does not include communications with or requests of potentially affected property owners along the potential alignments.
  - b. Critical Area delineations of geologically hazardous areas (steep slopes) and critical aquifer recharge areas are not included in this scope of work and will need to be documented by a third party.
  - c. DCG will assume that all wetlands that have not been delineated will default to having the largest possible buffer. This may increase mitigation needs.
  - d. Permit fees, due to agency review, are excluded from this this scope of work and will be paid and delivered by the Client.

### **Schedule**

DCG will begin work following authorization to proceed. We will aim to complete the draft deliverables within 16 weeks. The Client will then review and the 60% review meeting will take place. Final deliverables will be submitted 8 weeks following the review meeting.

### **Payment**

The cost of work shall be on a time and expense basis not to exceed the fee amounts per the attached engineering services estimate spreadsheet (Attachment 1). The total fee for the scope of work described herein is Three Hundred Seven Thousand, Six Hundred Fifty Dollars and Zero Cents (\$307,650.00). Expenses will be invoiced at cost plus ten percent (10%) and mileage will be invoiced at the current federal published rate per mile for project related travel. Any additional work, as directed by the Client, will be charged at the rates listed on the attached 2021 Hourly Rates Summary (Attachment 2).

Invoices will be submitted monthly and shall be due within 30 days of the invoice date. Accounts past due 30 days or more are subject to finance charges of 1.5% per month.

### **Additional Services**

The work noted above is for a one-time performance only. Additional work, meeting times beyond the contract limit or redesign occasioned by others shall constitute change of scope/additional services and are to be reimbursed on an hourly basis at the rates specified in the 2021 Hourly Rates Summary (Attachment 2). Additional services shall not be performed without prior Client authorization.

**Terms and Conditions**

The terms and conditions of this proposal are as attached (Attachment 4). Acknowledgement of these terms shall be indicated by signature of this proposal.

**Conclusion**

If our proposal is satisfactory, please sign and return one copy of this proposal to us. We appreciate the opportunity and look forward to working with you towards the successful completion of the project. Please do not hesitate to contact us if you have any questions.

Sincerely,

Davido Consulting Group, Inc.

Quin Clements, PE  
Principal | Civil Engineering

**Authorization to proceed:**

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Name/Title

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Signature

Date

- Attachments:
- Attachment 1 – Fee Estimate
  - Attachment 2 – 2021 Hourly Rates Summary
  - Attachment 3 – 2021 In-House Photocopy Rates
  - Attachment 4 – Terms and Conditions
  - Attachment 5 – Subconsultant Scope of Work Documents



DAVIDO CONSULTING GROUP, INC.  
PROFESSIONAL ENGINEERING SERVICES ESTIMATE

Project: Water Management Utility Improvements  
Phase: 2B  
Client: City of Langley  
DCG PM: Quin Clements  
Date: 6/28/2021

Task No.	Task Description	Notes	DCG LABOR CATEGORIES											Total Hours	DCG Total Each Task	SUBCONSULTANT							Extended Subtotal
			Principal Engineer/President	Principal Engineer	Engineer V	Engineer IV	Engineer III	Engineer I	Engineer Tech VII	Engineer Tech VI	Project Coordinator	Administrative Assistant	Trenchless (Macauley)			Surveying (TMI)	Locator (Reconn)	ECA (DCG & HC)	Structural (DCG)	Geotechnical (Palmer)	Arborist (Bartlett)		
1	60% Design		156	98	402	336	118	488	8	222	8	6	1842	\$268,760	\$2,500								\$307,000.00
	1.1 General/Admin		48	16	40	36	8	12	0	0	0	6	166	\$29,960									\$29,960.00
		Invoices	12		4								22	\$4,120									\$4,120.00
		Team Coordination	16	8	16	16							56	\$10,824									\$10,824.00
		Site Visits	8	4	8	8	4	8					40	\$6,596									\$6,596.00
		Public Meetings	12	4	12	12	4	4					48	\$8,420									\$8,420.00
	1.2 LIP Design and Plans		68	50	298	228	54	396	8	214	0	0	1316	\$184,864									\$184,864.00
		General	20	12	40	40	0	56	8	24	0	0	200	\$30,144									\$30,144.00
		LIP 1	8	8	32	32	12	40	0	22	0	0	154	\$21,922									\$21,922.00
		LIP 2	8	6	52	52	12	52	0	46	0	0	228	\$32,088									\$32,088.00
		LIP 3	2	0	18	0	0	14	0	4	0	0	38	\$5,192									\$5,192.00
		LIP 4	8	0	34	0	0	44	0	14	0	0	100	\$13,482									\$13,482.00
		LIP 5	6	0	32	0	0	36	0	20	0	0	94	\$12,794									\$12,794.00
		LIP 6	4	0	24	0	0	24	0	8	0	0	60	\$8,156									\$8,156.00
		LIP 7	2	0	14	0	0	14	0	4	0	0	34	\$4,576									\$4,576.00
		LIP 8	2	0	14	0	0	14	0	4	0	0	34	\$4,576									\$4,576.00
		LIP 9	0	6	0	28	4	16	0	16	0	0	70	\$9,890									\$9,890.00
		LIP 10	0	4	0	20	4	12	0	10	0	0	50	\$6,958									\$6,958.00
		LIP 11	0	6	0	16	4	8	0	4	0	0	38	\$5,614									\$5,614.00
		LIP 12	4	0	18	0	0	24	0	8	0	0	54	\$7,232									\$7,232.00
		LIP 13	2	8	2	40	18	28	0	26	0	0	124	\$17,048									\$17,048.00
		LIP 14	2	0	18	0	0	14	0	4	0	0	38	\$5,192									\$5,192.00
	1.3 Specifications		8	8	8	16	8	0	0	0	0	0	48	\$8,432									\$8,432.00
	1.4 Cost Estimate		24	24	44	44	40	80	0	0	0	0	256	\$37,088									\$37,088.00
	1.5 Subconsultants		8	0	12	12	8	0	0	8	8	0	56	\$8,416	\$2,500	\$14,500	\$3,740	\$10,000	\$2,500	\$2,500	\$2,500	\$2,500	\$46,656.00
		Trenchless	0	0	0	0	0	0	0	0	0	0	0	\$0	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500.00
		Arborist	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500.00
		Environmental	4	0	4	4	0	0	0	0	8	0	20	\$2,988	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$12,988.00
		Geotechnical	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$0	\$2,500.00
		Survey	4	0	8	8	8	0	0	8	0	0	36	\$5,428	\$0	\$14,500	\$3,740	\$0	\$0	\$0	\$0	\$0	\$23,668.00
		Structural	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	\$0	\$0	\$2,500.00
TOTAL ESTIMATED HOURS BY LABOR CATEGORY			156	98	402	336	118	488	8	222	8	6	1842										
HOURLY RATE			\$251.00	\$251.00	\$154.00	\$146.00	\$106.00	\$95.00	\$158.00	\$147.00	\$98.00	\$82.00											
TOTAL ESTIMATED CHARGES BY LABOR CATEGORY			\$39,156	\$24,598	\$61,908	\$49,056	\$12,508	\$46,360	\$1,264	\$32,634	\$784	\$492	\$268,760	\$2,500	\$14,500	\$3,740	\$10,000	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$307,000

**FEE ESTIMATE SUMMARY**

DCG Labor Fees:	\$268,760.00
DCG Expenses:	\$650.00
Subconsultant Fees	\$38,240.00
<b>TOTAL ESTIMATED MAXIMUM FEES:</b>	<b>\$307,650.00</b>



**Davido Consulting Group, Inc.**  
**2021 Hourly Billing Rates**  
Effective: 1/1/2021

<b>Position</b>	<b>Rate</b>
Principal Engineer/President	\$262
Principal Engineer	\$251
Engineer VI	\$186
Engineer Tech VII	\$158
Engineer V	\$154
Engineer Tech VI	\$147
Engineer IV	\$146
Engineer III	\$132
Engineer Tech V	\$113
Engineer Tech IV	\$108
Engineer II	\$106
Environmental Scientist	\$106
Project Coordinator	\$98
Engineer I	\$95
Engineer Tech III	\$89
Engineer Tech II	\$85
Administrative Assistant	\$82
Engineer Tech I	\$74



**Davido Consulting Group, Inc.**  
**2021 In-House Photocopy Rates**  
Effective: 1/1/2021

<b>Description</b>	<b>Rate</b>
Photocopies - In House B&W 8.5x11	\$0.18 per page
Photocopies - In-House B&W 11x17	\$0.38 per page
Photocopies - In-House B&W 22x34	\$1.47 per page
Photocopies - In-House B&W 24x36	\$1.70 per page
Photocopies - In-House B&W 30x42	\$2.48 per page
Photocopies - In-House B&W 36x48	\$2.72 per page
Photocopies - In House Color 8.5x11	\$0.74 per page
Photocopies - In-House Color 11x17	\$1.51 per page
Photocopies - In-House Color 22x34	\$5.90 per page
Photocopies - In-House Color 24x36	\$7.44 per page
Photocopies - In-House Color 30x42	\$10.67 per page
Photocopies - In-House Color 36x48	\$10.78 per page
Photocopies - In-House Digital Mylar 22x34	\$26.25 per page
Photocopies - In-House Digital Mylar 24x36	\$31.50 per page





### TERMS AND CONDITIONS

Davido Consulting Group, Inc. (hereinafter referred to as "DCG") and CLIENT named on the Short Form Agreement or Proposal Letter combined with these Terms and Conditions (hereinafter referred to as "Agreement") for the Project named on the Short Form Agreement or Proposal Letter agree as follows:

**ARTICLE I – Work, Assumptions, and Deliverables.** DCG's scope of work (hereinafter referred to as "Work"), Assumptions, and Deliverables are specified in the Agreement .

**ARTICLE II - Payment Conditions.** DCG's charges are specified in the Agreement. Hourly fees shall be billed at the rate schedule at the time of invoicing. All charges shall be deemed to include all taxes and all other charges levied by any government agency on DCG relating to the Work. Unless otherwise specified, the frequency of invoicing shall be monthly. DCG agrees to provide such supporting documentation for each invoice as CLIENT may reasonably require. CLIENT shall pay each invoice properly submitted by and due DCG within 30 days of the date of invoice or as required by law. If payment is not maintained on a thirty (30) day current basis, DCG may suspend further performance until payments are current. CLIENT shall notify DCG of any disputed amount within fifteen (15) days form the date of invoice, give reasons for the objection, and promptly pay the undisputed amount. CLIENT shall pay an additional charge of one and one-half percent (1.5%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. In the event of legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid by the prevailing party. Final payment shall be made upon completion and acceptance of the Work by CLIENT. In the event of a sale of the project the CLIENT will notify DCG of new owner (responsible party). If CLIENT fails to provide information, then the CLIENT is responsible for all charges accrued past the sale date.

**ARTICLE III – Notice to Proceed, Schedule and Delays.** Unless otherwise specified by Client in writing the Notice to Proceed shall be the date the Agreement is signed by the CLIENT. DCG will complete the Work in accordance with the Schedule specified in the Agreement, except to the extent modified by Article IX. DCG shall notify CLIENT immediately by telephone, e-mail, facsimile, or in writing of any event or condition impairing its ability to meet the Schedule, together with proposed revisions to the Schedule. Agreement end date shall be as specified on the Agreement.

**ARTICLE IV - Changes and Additional Compensation.** CLIENT, by written order (hereinafter referred to as "Change Order"), may make changes in the Work including, but not limited to, increasing or decreasing the Work or directing acceleration in the performance of the Work. CLIENT and DCG shall negotiate prior to the issuance of a Change Order the amount of any charge or Schedule change related to the Change Order, however, DCG has sole discretion to establish the charges due as a result of a Change Order.

**ARTICLE V - Insurance.** DCG agrees that it now carries, and will continue to carry during the performance of this Agreement, the applicable insurance policies indicated below with limits not less than those specified. Any insurance on a "claims made" basis shall be maintained for at least one year after completion of the Work.

<b>(1) General Liability</b>	<b>\$1,000,000</b> per occurrence	<b>(3) Professional Liability</b>	<b>\$ 2,000,000</b> per occurrence
<b>(2) Automobile Liability</b>	<b>\$ 1,000,000</b> per occurrence	<b>(4) Additional Liability</b>	<b>\$ 5,000,000</b> Per occurrence

**ARTICLE VI – Risk Allocation.** The liability of DCG, its employees, agents, subcontractors (referred to collectively in this Article as "DCG"), for CLIENT's claims of loss, injury, death, damage, or expense, including, without limitation, CLIENT's claims of contribution and indemnification, express or implied, with respect to third party claims relating

## Terms and Conditions

to services rendered or obligations imposed under this Agreement shall not exceed in aggregate the total sum of \$2,000,000 for claims in which DCG has any legal liability.

DCG shall, indemnify the City, its officers, officials, employees and volunteers from damages, losses or suits including Reasonable attorney fees, resulting from the negligent acts, errors or omissions of DCG in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

**INDEPENDENT STATUS OF CONTRACTOR:** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

**NO LIMITATION:** DCG's maintenance of insurance as required by the agreement shall not be construed to limit the liability of DCG to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**OTHER INSURANCE PROVISIONS:** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. With the exception of professional liability insurance, the DCG's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of DCG's insurance and shall not contribute with it.
2. The City and Contractor shall waive its right to subrogation against the other party DCG's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
3. The DCG shall notify the City at least thirty (30) days prior if their policy is cancelled or changed.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Professional Liability insurance:

1. DCG shall notify the City at least thirty (30) days prior if their policy is cancelled or changed.
2. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

**ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII, licensed to conduct business in the State of Washington.

### **VERIFICATION OF COVERAGE:**

DCG shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of DCG before commencement of the work.

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**Seattle**  
9706 4<sup>th</sup> Ave NE, Suite 300  
Seattle, WA 98115  
tel 206.523.0024

**Mount Vernon**  
2210 Riverside Dr, Suite 110  
Mount Vernon, WA 98273  
tel 360.899.1110

**Federal Way**  
31620 23rd Ave S, Suite 307  
Federal Way, WA 98003  
tel 206.523.0024

**Whidbey Island**  
1796 E Main St, Suite 105  
Freeland, WA 98249  
tel 360.331.4131

## Terms and Conditions

**ARTICLE VII - Disputes.** After first attempting to resolve disputes through good faith negotiations, the parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this Agreement. Jurisdiction and venue for any claim or dispute between the parties shall be the King or Island County Superior Court and any dispute shall be determined by immediate reference of the matter to mandatory arbitration as provided by RCW 7.06 et seq., the Superior Court Mandatory Arbitration Rules and the applicable Local Rules of the King or Island County Superior Court. The fact that the amount in controversy may exceed the maximum otherwise subject to arbitration will not divest the arbitrator of the power to hear and determine the issues and any such limitations are waived. Neither party shall have the right to trial de novo, and the parties agree that the arbitrator's decision will be final and binding.

**ARTICLE VIII - Ownership of Documents, Patents and Copyrights.** All intellectual property developed in the performance of the Work, and all records relating to the Work, including, without limitation, all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents shall be deemed equal property of DCG and the CLIENT. DCG will retain possession of the originals and the CLIENT shall have the right to obtain copies or reproduction at CLIENT's cost.

**ARTICLE IX – Force Majeure.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and could not reasonably be anticipated or prevented. For purposes of this Agreement Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riots, strikes, lockouts, and other industrial disturbances, unknown site conditions, accidents, sabotage, fire, loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services, court orders, acts of God, acts, orders, laws, or regulations of the government of United States or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Work may be continued.

**ARTICLE X - Notices.** Notices shall be deemed to have been sufficiently given if in writing and delivered either personally, e-mail, or by mail to the authorized representative of the other party; notices given by mail shall also be transmitted by facsimile or e-mail at the time of mailing. In the absence of specifically-designated authorized representatives, the signatories to this Agreement shall be authorized representatives. Each party shall have the sole responsibility to provide written notice of a change in its authorized representative.

**ARTICLE XI - Integrated Writing.** This Agreement constitutes the entire agreement between CLIENT and DCG for the Project and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by the parties authorized representatives. There shall be no oral modification of this clause.

**ARTICLE XII – Lien Rights.** The CLIENT is hereby notified that DCG by statute has the right to place a lien on real property for services performed on and for the benefit of real property for nonpayment of fees.

ATTACHMENT 5

UTILITY LOCATES

## Project Estimate and Work Unit Tracking Report



Project Location	Sandy Point Rd & Wilkinson Rd		Date Estimated	21-Jun
City/State	Langley	WA	County	Island
Project Lead Name	Quin Clements		PE Stamp Require	No
Email	<a href="mailto:quin@dcgenr.com">quin@dcgenr.com</a>		PH#	360-914-0772
Contractor	RECONN			
Lead Name	Ben Perez		PH#	970-420-8819
Project length Ft.	2,600	LF	Estimate Completion Date	TBD

### Itemized bid cost estimate vs actual billing

	<i>Estimate</i>		<i>As invoiced by RECONN</i>		
	Estimating Tool		Actual invoiced billing		
	Units	Est	Current	Previous	Total
Map and Data Research	1	\$ 150			
Onsite reviews (per person/day)	2	\$ 300			
Traffic Control		\$ -			
Permits		\$ -			
Locate 1000' - 60' row-thru U esmt.	2.6	\$ 2,210			
Vacuum Excavation - Truck & Crew (Daily)		\$ -			
PH Hard Surface (Asphalt) (72")		\$ -			
PH Soft Surface (Dirt or Grass) (72")		\$ -			
Core Drill		\$ -			
Back Fill and sludge disposal		\$ -			
Sewer main per 1000'		\$ -			
Sewer lat or service ea.		\$ -			
Plan page & AutoCaD (700' per page)	4	\$ 660			
Field Sketch		\$ -			
Mobilization	4	\$ 420			
Per Diem (GSA Rate)		\$ -			
GPR - Per/Hr		\$ -			
<b>Totals</b>		<b>\$3,740</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

#### Utilities

- Electric
- Gas
- Telecom
- Water
- Storm

