

RESOLUTION NO. 20-1391

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE BLUELINE GROUP, LLC FOR THE DESIGN ENGINEERING OF THE MORGANVILLE SOUTH WATER MAIN REPLACEMENT PROJECT

WHEREAS, the City received a \$358,517 King County Community Development Block Grant (CDBG) for the Morganville South Water Main Replacement project; and

WHEREAS, the City solicited Statements of Qualifications from engineering firms on the City's Municipal Research Services Center (MRSC) Small Works Roster; and

WHEREAS, The Blueline Group, LLC was the only firm that responded to the solicitation and was interviewed by City and King County staff; and

WHEREAS, the interviewing panel unanimously recommended The Blueline Group as capable of providing the design engineering for this project; and

WHEREAS, City staff has negotiated an acceptable scope of work and the City attorney has reviewed the agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a Professional Services Agreement with The Blueline Group, LLC to provide design engineering services for the Morganville South Water Main Replacement project, substantially in the form attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF NOVEMBER, 2020.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT
FOR CIVIL ENGINEERING SERVICES**

This Professional Services Agreement (“Agreement”) is entered into by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the “City”)

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Seth Boettcher Phone: 360-851-4446 Fax : 360-851-4501

and

THE BLUELINE GROUP, LLC (“Consultant”)

Address: 25 Central Way, Suite 400

Kirkland, WA 98033

Contact: Robert Dahn, P.E. Phone: 425-216-4051 Fax: 425-216-4052

Tax Id No.: 91-2191569

for non-exclusive professional civil engineering services in connection with the following project:

City of Black Diamond MORGANVILLE SOUTH WATER MAIN REPLACEMENT PROJECT
 (“Project”).

WHEREAS, the City has conducted an RFQ and qualifications-based selection process for civil engineering services, and based on that process the City desires to work with the Consultant on City matters under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (Scope of Work) under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to provide professional civil engineering services as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

2. Schedule of Work

2.1 The City and the Consultant agree that work will begin on the tasks described in Exhibit A upon execution of this Agreement. The goal of this design effort will be to have tasks outlined in Exhibit A as set in the Schedule outlined in Exhibit A.

2.2 Additional time may be granted by the City for unforeseen delays or for extra work requested by the City.

3. Compensation

3.1 Rates. Compensation for the services provided according to the tasks outlined in Exhibit "A" shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "B" and shall not exceed Ninety-Three Thousand Two Hundred DOLLARS (\$93,200.00). This amount shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed Agreement amendment.

4. Payment

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement shall remain in effect until completion of the Project and fulfillment of all other party obligations set forth in this Agreement, unless the City provides written notice of earlier termination pursuant to this Section 6, below.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.3 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority

to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Consultant assigns to the City all of Consultant's right, title, and interest in any such documents. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

9.2 The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

9.3 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION

DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, 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 Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

10.3 The Automobile Liability, Commercial General Liability, and Professional Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

b. Consultant's insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

10.5 Insurance shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

11. Assigning or Subcontracting

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

12.2 The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Notice

applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

16.3 The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

18.1 No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Consultant shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Contract pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the project applicant or any affiliate or agent of the project applicant.

18.2 The Consultant warrants and represents that the Consultant has not, nor has any other member, employee, representative, agent or officer of the Consultant, entered into or offered to enter into any combination, collusion or agreement with any person or entity to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Contract other than the consideration offered pursuant to the terms and conditions hereof.

19. King County Housing and Community Development Supplementary Conditions

19.1 King County Housing and Community Development has included Supplementary Conditions, attached hereto as Exhibit "C". If there are conflicts between the Contract, including amendments, and Exhibit "C", the supplementary conditions in Exhibit "C" shall supersede such sections.

EXHIBIT A

(General Scope of Work)

SEE ATTACHED

EXHIBIT B

(Billing Rates and Reimbursable Expenses)

SEE ATTACHED

Exhibit A to the Professional Services Agreement
between The City of Black Diamond and The Blueline Group, LLC for the
Morganville South AC Water Main Replacement Project
dated October 16, 2020

PROJECT DESCRIPTION

The Blueline Group, LLC (“Blueline”) will provide engineering services for the City of Black Diamond’s Morganville South AC Water Replacement Project (“Project”) generally consisting of the design of water main improvements generally consisting of the following:

- Replacement of 4” asbestos cement water main with new 8” ductile iron water main (approximately 840 lineal feet) and replacement of an existing hydrant in Morgan Dr from Roberts Dr to Buena Vista Dr.
- Replacement of 2” iron water main with new 8” ductile iron water main (approximately 645 lineal feet), addition of new 8” ductile water main (approximately 165 lineal feet), and addition of a new hydrant in Union Dr from Roberts Dr to Buena Vista Dr.
- Grind & overlay of roadway on Morgan Dr and Union Dr from Robert Dr to Buena Vista Dr and Alpine Dr from Union Dr to Morgan Dr. This work will include surface treatments to provide a shared streets road section.

As outlined herein, Blueline will provide topographic base mapping, design plans, specifications, engineer’s estimates (PS&E), bidding and award services, and community outreach services.

PROJECT SCHEDULE

Blueline shall begin work immediately upon receipt of Notice to Proceed from the City and proceed according to the general Project Schedule. The schedule reflects the assumption that the Project would be ready for construction in May 2021.

Key dates are as follows:

Blueline Notice to Proceed	November 6, 2020
Survey	November 2020
Preliminary Design Submittal.....	December 18, 2020
City Review Complete	January 8, 2021
Project Walk-Through.....	January 13, 2021
75% Design Submittal	February 5, 2021
City Review Complete	February 19, 2021
Final Design Submittal.....	March 19, 2021
Bidding & Award.....	April 2021
Construction	May – August 2021

TASK SUMMARY

Task 001	PROJECT MANAGEMENT
Task 002	SURVEY & BASE MAPPING
Task 003	PRELIMINARY DESIGN
Task 004	75% DESIGN
Task 005	FINAL DESIGN
Task 006	BIDDING & AWARD SERVICES
Task 007	COMMUNITY INVOLVEMENT PROGRAM
Task 008	UNASSIGNED SERVICES RESERVE
Task 998	EXPENSES

Exhibit A to the Professional Services Agreement
between The City of Black Diamond and The Blueline Group, LLC for the
Morganville South AC Water Main Replacement Project
dated October 16, 2020

SCOPE OF WORK

Blueline's scope of work for the Project is described as follows:

Task 001 – PROJECT MANAGEMENT.....Fixed Fee: \$9,540

This task is for general coordination and meetings on the project, including coordination with the City, internal plan review/discussion meetings, subconsultant coordination, and in-house quality assurance. Blueline will prepare monthly invoices for work performed during the previous month. Included with the invoices will be pertinent backup materials and progress reports of the project to date.

Deliverables: Monthly Invoices, Progress Reports.

Task 002– SURVEY & BASE MAPPING..... Fixed Fee: \$27,070

Axis Survey and Mapping will prepare base mapping for the area specified in the Project Description above. AutoCad drawings will be prepared at a scale of 1"=20'. Existing aerial and/or LIDAR mapping sources may be utilized directly or as a basis for verification. Services will include the following:

- Control survey in NAD 83/91 Horizontal Datum, with all elevations derived from and checked to NAVD 88 Vertical Datum per City of Black Diamond.
- Establish rights-of-ways and roadway centerlines within above-described area as available from the unrecorded plat of Morganville and public records derived to King County Parcel GIS lines.
- Set additional elevation benchmarks approximately every 600' along route.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals.
- Show known utilities as provided by City of Black Diamond GIS and utility as-built records.
- Utility Locate services throughout surface mapping areas –anticipated fees of \$3,780.

Deliverables: Civil 3D drawing file with point database and .XML dtm files.

Task 003 – PRELIMINARY DESIGN Fixed Fee: \$13,080

Using the base maps prepared in Task 002, Blueline will provide the design plans and estimate for the Project including:

- Plan sheets for the proposed improvements, including:
 - Sheets at 22"x34" with roughly an 18"x28" drawing area.
 - Drawing scale at 1"=20' horizontal and 1"=5' vertical.
 - Preparing the Cover Sheet, General Notes, Sheet Index, Temporary Erosion and Sedimentation Control (TESC) notes and details as necessary.
 - Proposed improvements shown in plan per City standards.
 - Preliminary details shown, referencing the City's standard details and developing specialized details as necessary.
- Preliminary analysis of shared streets options for Morgan Dr. and Union Dr. This includes discussion of potential ideas with the City and then two options provided as preliminary exhibits.
- Preliminary Engineer's Estimate including quantities and a contingency.

Exhibit A to the Professional Services Agreement
between The City of Black Diamond and The Blueline Group, LLC for the
Morganville South AC Water Main Replacement Project
dated October 16, 2020

Task 006 – BIDDING & AWARD SERVICESFixed Fee: \$2,030

Blueline will provide consultation services during the bidding process. Anticipated tasks include uploading Contract Documents to Builder's Exchange, answering contractor's inquiries, responding to design-oriented RFIs, issuing any needed addenda, and generally assisting the City as needed during the bidding process. It is assumed that the City will coordinate the publication of the advertisement with the DJC and local publications as needed.

*Deliverables: Upload Bid Documents to Builder's Exchange.
Addenda if necessary.*

Task 007 – COMMUNITY INVOLVEMENT PROGRAMFixed Fee: \$1,150

This task involves active participation in a Community Involvement Program. This task is reserved for assisting the City in preparing exhibits or other work as necessary during the community outreach phase of the project. Services will include:

- Preparation of exhibits.
- Follow-up with City staff to review and incorporate community input as necessary.

Deliverables: Exhibits as necessary.

Task 008 – UNASSIGNED SERVICES RESERVE Time & Expense (NTE): \$8,360

This task provides for unanticipated services deemed to be necessary during the course of the project that are not specifically identified in the scope of work tasks defined above but are related to the Morganville South AC Water Main Replacement Project. Any additional work or funds under this item are not to be used unless explicitly authorized in writing by the City. Allowance estimated at 10% of Tasks 001 through 007.

Deliverables: None yet identified.

Exhibit A to the Professional Services Agreement
between The City of Black Diamond and The Blueline Group, LLC for the
Morganville South AC Water Main Replacement Project
dated October 16, 2020

GENERAL ASSUMPTIONS & NOTES

- Scope and fees outlined above are based on the following information (any changes to these items may result in changes to the fees):
 - RFQ dated September 10, 2020 and emails between the City of Black Diamond and The Blueline Group through October 14, 2020.
 - Background information provided by the City of Black Diamond.
- We do not anticipate that additional Structural, Electrical, Environmental, Geotechnical, or Transportation Engineering services will be necessary for this project, and they are not included in this proposal.
- We do not anticipate that potholing during design will be required for this project. If it is determined necessary during design, a separate fee proposal will be provided.
- The following items are not anticipated as necessary and are not included in this proposal.
 - Sanitary sewer or gas main replacement/improvements.
 - Street lighting.
 - Wall or rockery design.
 - Flow control or water quality design.
 - JARPA, HPA, NPDES, SEPA or SWPPP permitting.
 - Cultural Resource Assessment.
 - Stormwater improvements or drainage reports.
- Easement investigation, preparation, and acquisition (if required) are not included as part of the fees outlined above.
- Construction Staking and Inspection services are not included in this proposal. It is assumed that Construction Staking will be the responsibility of the Contractor. A separate fee proposal can be provided upon request.
- Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
- Agency fees (if any) are not included as part of the fees outlined above.
- The fees stated above do not include reimbursable expenses such as large format copies (larger than letter/legal size), mileage, and plots. These items will be billed under a separate task called Expenses. Estimate: **\$1,200**.
- These fees stated above are valid if accepted within 30 days of the date of the proposal.
- Client revisions requested after the work is completed will be billed as Time and Expense under a new task called Client Requested Revisions. A fee estimate can be provided to the Client prior to proceeding with the revisions.
- If the Client requests Blueline's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Blueline's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task and will be in addition to the maximum or total fees and costs stated in the agreement to which this scope of work as attached.
- Blueline reserves the right to move funds between approved Tasks 001 – 007 as necessary based on approved scope of work provided the overall budget of Tasks 001 – 007 is not exceeded. City Project Manager will be notified if funds are shifted.

Exhibit B - Billing Rates and Expenses

Morganville South AC Water Main Replacement Project



Job Number: 20-316 Prepared By: Nick Rasor, PE
 Date: 10/16/2020 Checked By: Robert Dahn, PE

Task #	Base Tasks	Project Manager		Project Engineer		Engineer		Engineering Designer		Total Hours	Total Fee
		\$188/hr Hours		\$178/hr Hours		\$158/hr Hours		\$146/hr Hours			
001	Project Management	28		24		-		-		52	\$9,540
002	Survey & Base Mapping										\$27,070
003	Preliminary Design	5		16		20		42		83	\$13,080
004	75% Design	10		24		42		34		110	\$17,750
005	Final Design	7		16		32		26		81	\$13,020
006	Bidding & Award Services	1		5		6		-		12	\$2,030
007	Community Involvement Program	1		2		2		2		7	\$1,150
008	Unassigned Services Reserve										\$8,360
998	Expenses										\$1,200
		Total Hours		52	87	102		104		345	
		Blueline Personnel		\$9,776	\$15,486	\$16,116		\$15,184			\$93,200

Exhibit B - Billing Rates and Expenses

001 Project Management		Project Manager	Project Engineer	Engineer	Engineering Designer	Total Hours
Item #	Description	\$188/hr	\$178/hr	\$158/hr	\$146/hr	
		Hours	Hours	Hours	Hours	
1	Project Meetings	8	8	-	-	16
2	Monthly Invoices / Progress Reports	6	-	-	-	6
3	QA / QC	6	8	-	-	14
4	General Project Coordination	8	8	-	-	16
Total Hours		28	24	0	0	52
Total Fee		\$5,264	\$4,272	\$0	\$0	\$9,540

002 Survey & Base Mapping		Total Cost (Per Axis)	BlueLine Markup	Total
1	Survey & Base Mapping	\$23,540	15%	\$3,531
Total Fee		\$23,540		\$3,531
				\$27,070

003 Preliminary Design		Project Manager	Project Engineer	Engineer	Engineering Designer	Total Hours
Item #	Description	\$188/hr	\$178/hr	\$158/hr	\$146/hr	
		Hours	Hours	Hours	Hours	
1	Preliminary Design Plans	2	10	6	40	58
2	Preliminary Engineers Estimate	1	2	6	2	11
3	Design Memo	1	2	4	-	7
4	Shared Streets Analysis	1	2	4	-	7
Total Hours		5	16	20	42	83
Total Fee		\$940	\$2,848	\$3,160	\$6,132	\$13,080

Exhibit B - Billing Rates and Expenses

004 75% Design		Project Manager	Project Engineer	Engineer	Engineering Designer	Total Hours
Item #	Description	\$188/hr	\$178/hr	\$158/hr	\$146/hr	
		Hours	Hours	Hours	Hours	
1	Project Walk-through with City	4	4	-	-	8
2	75% Design Plans	2	12	8	32	54
3	75% Design Specifications	2	4	24	-	30
4	75% Engineer's Estimate	1	2	6	2	11
5	Design Memo	1	2	4	-	7
Total Hours		10	24	42	34	110
Total Fee		\$1,880	\$4,272	\$6,636	\$4,964	\$17,750

005 Final Design		Project Manager	Project Engineer	Engineer	Engineering Designer	Total Hours
Item #	Description	\$188/hr	\$178/hr	\$158/hr	\$146/hr	
		Hours	Hours	Hours	Hours	
1	Final Design Plans	2	10	6	24	42
2	Final Design Specifications	4	4	18	-	26
3	Final Engineer's estimate	1	2	8	2	13
Total Hours		7	16	32	26	81
Total Fee		\$1,316	\$2,848	\$5,056	\$3,796	\$13,020

006 Bidding & Award Services		Project Manager	Project Engineer	Engineer	Engineering Designer	Total Hours
Item #	Description	\$188/hr	\$178/hr	\$158/hr	\$146/hr	
		Hours	Hours	Hours	Hours	
1	Address Questions & General Assistance	1	2	2	-	5
2	BXWA Posting	-	1	2	-	3
3	Assist with Addenda as Necessary	-	2	2	-	4
Total Hours		1	5	6	0	12
Total Fee		\$188	\$890	\$948	\$0	\$2,030

Exhibit B - Billing Rates and Expenses

007 Community Involvement Program		Project Manager	Project Engineer	Engineer	Engineering Designer	Total Hours
Item #	Description	\$188/hr Hours	\$178/hr Hours	\$158/hr Hours	\$146/hr Hours	
1	Public Meeting Prep, including Exhibits	1	2	2	2	7
	Total Hours	1	2	2	2	7
	Total Fee	\$188	\$356	\$316	\$292	\$1,150
<hr/>						
008 Unassigned Services Reserve		Total Cost				Total
Item #	Description	10%				
1	Unassigned Services Reserve	\$8,364.0				\$8,364
	Total Fee					\$8,360



Exhibit B – Billing Rates and Expenses

2020 HOURLY RATE SCHEDULE

Principal	\$205/hr
Senior Project Manager	\$195/hr
Project Manager	\$188/hr
Senior Project Engineer	\$184/hr
Project Engineer	\$178/hr
Engineer	\$158/hr
Construction Administration	\$165/hr
Construction Inspector	\$126/hr
Senior Engineering Designer	\$156/hr
Engineering Designer	\$146/hr
Senior Engineering Drafter	\$140/hr
Engineering Drafter	\$132/hr
Planning Manager	\$172/hr
Project Planner	\$156/hr
Planner	\$135/hr
Project Coordinator	\$115/hr
Permitting Technician	\$100/hr
Principal Landscape Architect	\$165/hr
Landscape Project Manager	\$145/hr
Project Landscape Architect	\$127/hr
Landscape Designer	\$105/hr
Landscape Technician	\$95/hr
Project Administrator	\$75/hr

Notes:

- Standard hourly rates include expenses for telephone, fax, photocopies (letter and legal size), and postage. Please refer to The Blueline Group's standard contract regarding the firm's policy regarding other project expenses.

2020 PLOTTING RATE SCHEDULE

11" x 17" Bond	\$0.75/sheet
18" x 24" Bond	\$3.15/sheet
22" x 34" Bond	\$3.55/sheet
24" x 36" Bond	\$3.80/sheet
30" x 42" Bond	\$4.50/sheet
36" x 48" Bond	\$5.10/sheet

Notes:

- Plotting rates are reviewed annually and adjusted accordingly.
- Plotting rates include 10% Sales Tax.

2020 MILEAGE RATE SCHEDULE

Mileage – IRS rate

NOTE: ALL RATES ARE EFFECTIVE JANUARY 1, 2020, ARE REVIEWED ANNUALLY, AND ARE ADJUSTED ACCORDINGLY.

EXHIBIT C

*King County Housing and Community Development
Supplementary Conditions
Engineering Contract*

MORGANVILLE SOUTH WATER MAIN REPLACEMENT PROJECT
Black Diamond, Washington

1. Superseding

If there are conflicts between this exhibit and other sections of the Agency-Engineer agreement and amendments these Supplementary Conditions shall supersede such sections.

References in this exhibit refer to Project-Associated King County Contract

2. Inclusions

An Agency and Engineer contract funded with federal funds through King County Housing and Community Development also shall include the following Sections in every subcontract or purchase order for goods and services which are paid in whole or in part with funds provided under King County Contract:

3. Indemnification.

A. The Engineer shall protect, defend, indemnify, and hold harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employee, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

4. Agency Agreement to Repay

The Engineer further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Engineer, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination Sections.

5. Insurance Requirements

A. Services Agreements: The Engineer shall maintain limits no less than the following:

- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate.
- (ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (iii) Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the Aggregate.
- (iv) Workers Compensation: Statutory requirements of the State of Residency.
- (v) Stop Gap or Employers Liability Coverage: \$1,000,000.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Engineer liability to the County and shall be the sole responsibility of the Engineer.

C. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

a. All Liability Policies except Professional and Workers Compensation.

- (i) The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Engineer in connection with this Contract. Such coverage shall include Products-Completed Operations.
- (ii) To the extent of the Engineer negligence, the Engineer insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Engineer's insurance or benefit the Engineer in any way.
- (iii) The Engineer's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

b. Property Coverage Policies

Whereas BlueLine Group is acting in a professional service capacity in the provision of engineering services to the City of Black Diamond, the Builder's Risk insurance discussed in the Capital Project Boilerplate between the City of Black Diamond and King County addresses damage to structures and property during the construction phase and would be the responsibility of the successful bidder (general/prime contractor).

The Property Insurance provision is the responsibility of the City as "Contractor" as stated in the Contract.

c. The insurance requirements for Services Agreements (such as XVIII.F) are required of Blue Line group and will be cross-checked on their Acord Insurance Certificate All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 30 days prior written notice has been given to the County.

D. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above requirements, the Agency shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

E. Verification of Coverage

The Engineer shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

The Agency shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Agency is relying on the insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract, then such requirements and documentation shall be subject to all of the requirements stated herein.

6. Nondiscrimination & Equal Employment Opportunity

A. Nondiscrimination in Employment Provision of Services

During the performance of this Contract, neither the Engineer nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapters 12.16 and 12.17 are incorporated herein by reference, and to the extent applicable such requirements shall apply to this Contract.

B. Nondiscrimination in Subcontracting Practices

During the solicitation, award and term of this Contract, the Engineer shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Engineer shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. Compliance with Laws and Regulations

The Engineer shall comply fully with all applicable federal, state and local laws, ordinances, Presidential Executive Orders and regulations that prohibit discrimination to the extent applicable. These laws include, but are not limited to, KCC Chapter 12.17; RCW Chapter 49.60; Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000(a) et seq.; the Americans with Disabilities Act, 42 USC 12101 et seq.; and the Restoration Act of 1987. The Engineer shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

D. E Small Business and Minority and Women Business Enterprise Opportunities

King County encourages the Engineer to utilize small businesses, including Minority-owned and Women-owned Business Enterprises ("M/WBEs") in County contracts. The County encourages the Engineer to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs.

- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
- b. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.

- c. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
- d. Establishing delivery schedules, where the requirements of this Contract permit, that encourages participation by small businesses, including M/WBEs.
- e. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications and requirements of the Contract.
- f. Using the services of available community organizations, contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- g. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. Contact OMWBE office at 360-866-208-1064 or on-line through the web site at <http://www.omwbe.wa.gov/>.

E. Equal Employment Opportunity

The Engineer shall implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.

F. Fair Employment Practices

- a. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and, to the extent applicable, such requirements apply to this Contract. In particular, these requirements specify that during the performance of this Contract, neither the Engineer nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - (i) Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - (ii) Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - (iii) Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - (iv) Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;

- (v) Employer, employment agency or a labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - (vi) Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC 12.18.030(C), or to segregate and separately designate advertisements as applying only to men or women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;
 - (vii) Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - (a) The employer can show that requiring that employees speak English at certain times is justified by business necessity; and
 - (b) The employer informs employees of the requirement and the consequences of violating the rule.
- b. If the Engineer engages in unfair employment practices as defined above, remedies as set forth in KCC Chapter 12.18 may be applied, in addition to those remedies specified in the Contract or otherwise available at law or equity.

G. Record-Keeping Requirements and Site Visits

- a. The Engineer shall maintain, for at least six years after completion of all work under this Contract, the following:
 - (i) Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 - (ii) Records, including written quotes, bids, estimates or proposals submitted to the Engineer by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.
 - (iii) The County may visit, at any time, the site of the work and the Engineer's office to review the foregoing records. The Engineer shall provide every assistance requested by the County during such visits. In all other respects, the Engineer shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Engineer shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

H. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Agency may be subject to damages, withholding payment and any other sanctions provided for by the Contract and by applicable law.

7. Nondiscrimination in subcontracting practices

Projects using federal funds shall comply with the following requirements:

A. Federal Requirements

In soliciting subcontractors to supply goods or services for the activities under this Contract, the Engineer shall comply with 24 CFR § 85.36(e) as amended if the Agency is a municipal corporation or an agency of the State of Washington, and 24 CFR § 84.44(b)(1)-(5) if the Agency is a nonprofit corporation. In accordance with these regulations, the Engineer shall take all necessary affirmative steps to assure M/WBEs and labor surplus area firms are used as subcontractors when possible. Affirmative steps shall include those actions specified above in this Section of the Contract.

B. Nondiscrimination in Federally Assisted Construction

The Engineer shall also require compliance with Presidential Executive Order 11246 as amended and 41 CFR Part 60 regarding nondiscrimination in bid conditions for construction projects over \$10,000.

8. Section 504 and Americans With Disabilities Act (ADA).

The Agency has completed a 504/ADA Self-Evaluation Questionnaire for all programs and services offered by the Agency (including any services not subject to this Contract) and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, 29 USC 701 et seq.; and the ADA, 42 USC 12101 et seq. as amended. The Agency has completed a 504/ADA Assurance of Compliance. Such Assurance of Compliance is attached to this Contract and is incorporated herein by this reference.

A. Record-Keeping Requirements and Site Visits

The Engineer shall maintain, for at least six years after completion of all work under this Contract, the following:

- a. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- b. Records, including written quotes, bids, estimates or proposals submitted to the Engineer by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.
- c. The County may visit, at any time, the site of the work and the Engineer office to review the foregoing records. The Engineer shall provide every assistance

requested by the County during such visits. In all other respects, the Agency shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Engineer shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

9. No Preferential Treatment

The Engineer agrees that it will not attempt to secure preferential treatment in dealings with the County by offering any valuable consideration, thing of value, or gift, whether in the form of services, loan, thing, or promise, in any form, to any County official or employee. The Engineer acknowledges that if it is found to have violated the prohibition found in this paragraph its current contracts with the County shall be cancelled and it shall not be able to bid on any County contract for a period of two years.

10. Political Activity Prohibited

A. No Partisan Activity:

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

B. Certification Regarding Lobbying: All Projects using federal funds shall also comply with the following subsection:

The Engineer certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Engineer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Engineer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Proprietary Rights

The Engineer agrees to and does hereby grant to the County, irrevocable, nonexclusive, and royalty-free license to use, according to law, any patentable or copyrightable material or article and use any method that may be developed as part of the work under this Contract.