



CITY OF EDMONDS

700 Main Street · EDMONDS, WA 98020 · 425-771-0320 · FAX 425-771-0253
Website: www.edmondswa.gov

MIKE NELSON
MAYOR

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into between the City of Edmonds, hereinafter referred to as the "City", and **The Blueline Group** hereinafter referred to as the "Consultant";

WHEREAS, the City desires to engage the professional services and assistance of a consulting firm to provide design services with respect to the **Phase 11 Annual Waterline Replacement Project**;

NOW, THEREFORE, in consideration of mutual benefits accruing, it is agreed by and between the parties hereto as follows:

1. **Scope of work.** The scope of work shall include all services and material necessary to accomplish the above mentioned objectives in accordance with the Scope of Work that is marked as Exhibit A, attached hereto and incorporated herein by this reference.

2. **Payments.** The Consultant shall be paid by the City for completed work for services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

A. Payment for work accomplished under the terms of this Agreement shall be on a time and expense basis as set forth on the Fee Schedule that is marked as Exhibit B, attached hereto and incorporated herein by this reference; **provided**, in no event shall the payment for work performed pursuant to this Agreement exceed the sum of FOUR HUNDRED THREE THOUSAND, SEVEN HUNDRED DOLLARS **\$403,700**.

B. All vouchers shall be submitted by the Consultant to the City for payment pursuant to the terms of this Agreement. The City shall pay the appropriate amount for each voucher to the Consultant. The Consultant may submit vouchers to the City biweekly during the progress of the work for payment of completed phases of the project. Billings shall be reviewed in conjunction with the City's warrant process. No billing shall be considered for payment that has not been submitted to the City three days prior to the scheduled cut-off date. Such late vouchers will be checked by the City and payment will be made in the next regular payment cycle.

C. The costs records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available upon request.

3. **Ownership and use of documents.** All research, tests, surveys, preliminary data and any and all other work product prepared or gathered by the Consultant in preparation for the services rendered by the Consultant under this Agreement shall be and are the property of the Consultant, **provided, however,** that:

A. All final reports, presentations and testimony prepared by the Consultant shall become the property of the City upon their presentation to and acceptance by the City and shall at that date become the property of the City.

B. The City shall have the right, upon reasonable request, to inspect, review and copy any work product during normal office hours. Documents prepared under this agreement and in the possession of the Consultant may be subject to public records request and release under Chapter 42.56 RCW.

C. In the event that the Consultant shall default on this Agreement, or in the event that this Agreement shall be terminated prior to its completion as herein provided, the work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost.

4. **Time of performance.** The Consultant shall perform the work authorized by this Agreement promptly in accordance with the receipt of the required governmental approvals.

5. **Indemnification / Hold harmless agreement.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, demands, or suits at law or equity arising from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

The Consultant shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. **General and professional liability insurance.** The Consultant shall obtain and keep in force during the term of this Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall be written with limits no less than one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.
- D. Professional liability insurance in the amount of one million dollars (\$1,000,000).

Excepting the Worker's Compensation Insurance and Professional Liability Insurance secured by the Consultant, the City will be named on all policies as an additional insured. The Consultant shall furnish the City with verification of insurance and endorsements required by the Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The Consultant shall submit a verification of insurance as outlined above within fourteen days of the execution of this Agreement to the City.

No cancellation of the foregoing policies shall be effective without thirty days prior notice to the City.

The Consultant's professional liability to the City shall be limited to the amount payable under this Agreement or one million dollars (\$1,000,000), whichever is the greater, unless modified elsewhere in this Agreement. In no case shall the Consultant's professional liability to third parties be limited in any way.

7. **Discrimination prohibited.** Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, marital status, veteran status, liability for service in the armed forces of the United States, disability, or the presence of any sensory, mental or physical handicap, or any other protected class status, unless based upon a bona fide occupational qualification.

8. **Consultant is an independent contractor.** The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee or representative of the Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

9. **City approval of work and relationships.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City. During pendency of this Agreement, the Consultant shall not perform work for any party with respect to any property located within the City of Edmonds or for any project subject to the administrative or quasijudicial review of the City without written notification to the City and the City's prior written consent.

10. **Termination.** This being an Agreement for professional services, either party may terminate this Agreement for any reason upon giving the other party written notice of such termination no fewer than ten (10) days in advance of the effective date of said termination.

11. **Integration**. The Agreement between the parties shall consist of this document, it's Appendices 1 & 2, the Scope of Work attached hereto as Exhibit A, and the Fee Schedule attached hereto as Exhibit B. These writings constitute the entire Agreement of the parties and shall not be amended except by a writing executed by both parties. In the event of any conflict between this written Agreement and any provision of Exhibits A or B, this Agreement shall control.

12. **Changes/Additional Work**. The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Work, the City understands that a revision to the Scope of Work and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Consultant to render services, or the City to pay for services rendered, in excess of the Scope of Work in Exhibit A unless or until an amendment to this Agreement is approved in writing by both parties.

13. **Standard of Care**. Consultant represents that Consultant has the necessary knowledge, skill and experience to perform services required by this Agreement. Consultant and any persons employed by Consultant shall use their best efforts to perform the work in a professional manner consistent with sound practices, in accordance with the schedules herein and in accordance with the usual and customary professional care required for services of the type described in the Scope of Work.

14. **Non-waiver**. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **Non-assignable**. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

16. **Covenant against contingent fees**. The Consultant warrants that s/he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that s/he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. **Compliance with laws**. The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. Beause this Agreement is subject to federal nondiscrimination laws, the Consultant agrees that the provisions of Appendix 1 & 2, attached hereto and incorporated herein by this reference, apply to this Agreement.

The Consultant specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

18. **Notices.** Notices to the City of Edmonds shall be sent to the following address:

**City of Edmonds
121 Fifth Avenue North
Edmonds, WA 98020**

Notices to the Consultant shall be sent to the following address:

**The Blueline Group
25 Central Way, Suite 400
Kirkland, WA 98033**

Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

DATED THIS _____ DAY OF _____, 2020.

CITY OF EDMONDS

THE BLUELINE GROUP

Michael Nelson, Mayor

By _____

Its _____

ATTEST/AUTHENTICATED:

Scott Passey, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

STATE OF _____)
)ss
COUNTY OF _____)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the person who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC
My commission expires:

APPENDIX 1 CONTRACT
(Appendix A of USDOT 1050.2A Standard Title VI Assurances)

During the performance of this Agreement, the Consultant/Contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the "Consultant/Contractor") agrees as follows:

1. **Compliance with Regulations:** The Consultant/Contractor shall comply with the acts and regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21 (49 CFR 21), as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Consultant/Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant/Contractor shall not participate directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant/ Contractor for work to be performed under a subcontract, including procurement of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant/Contractor of the Consultant's/Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Consultant/Contractor shall provide all information and reports required by the Regulations and directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the appropriate state or federal agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant/Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant/Contractor shall so certify to the City, or state or federal agency, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Consultant's/Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it or the appropriate state or federal agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant/Contractor under the Agreement until the Consultant/Contractor complies; and/or
 - Cancellation, termination, or suspension of the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Consultant/Contractor shall include the provisions of the above paragraphs one (1) through five (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant/Contractor shall take such action with respect to any subcontractor or procurement as the City or appropriate state or federal agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. **Provided**, that if the Consultant/Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Consultant/ Contractor may request that the City enter into such litigation to protect the interests of the City; or may request that the appropriate state agency enter into such litigation to protect the interests of the State of Washington. In addition, the Consultant/Contractor may request the appropriate federal agency enter into such litigation to protect the interests of the United States.

APPENDIX 2 CONTRACT
(Appendix E of USDOT 1050.2A Standard Title VI Assurances)

During the performance of this Agreement, the Consultant/Contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the “Consultant/Contractor”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898 , Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Person with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure the LEP person have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**Exhibit 'A' to the Contract Agreement for Professional Services
between The City of Edmonds and The Blueline Group, LLC
for the Phase 11 Waterline Replacement Project
dated January 29, 2020**

PROJECT DESCRIPTION

The Blueline Group, LLC (“Blueline”) will provide engineering services for the City of Edmonds’ Phase 11 Waterline Replacement Project (“Project”) generally consisting of replacement or extension of ±5,500 lineal feet of existing water main with 12-inch, 8-inch and 4-inch diameter ductile iron (DI) pipe.

Design will consist of water main, fire hydrants, connections to existing mains, water services, a PRV station replacement, other appurtenances, and surface restoration on the sites to be selected following the 30% conceptual level design. As outlined herein, Blueline will provide topographic base mapping, geotechnical recommendations, design drawings, specifications, engineer’s estimates (PS&E), coordination with WSDOT and City of Lynnwood, and bidding and construction administration services.

PROJECT SCHEDULE

Blueline shall begin work immediately upon receipt of Notice to Proceed from the City and proceed according to the Project Schedule shown below. This schedule reflects the City’s desire to complete design by end of 2020 and to begin construction in spring of 2021. Key dates include:

Notice to Proceed & Kick-off Meeting.....	late February 2020
Survey & Base Mapping	March/April 2020
30% Design Submittal	May 2020
Geotechnical Explorations.....	June 2020
Project Walk-Through.....	June 2020
60% Design Submittal	July 2020
90% Design Submittal	October 2020
Final Design Submittal.....	December 2020
Bidding & Award.....	January-February 2021
Construction Begins.....	March 2021
Construction Ends.....	September 2021
As-Builts & Project Close-out.....	November 2021

SCOPE OF WORK

Blueline’s scope of work for the Project is detailed on the following pages.

**Exhibit 'A' to the Contract Agreement for Professional Services
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Task 001 – PROJECT MANAGEMENT HR-NTE: \$23,200

This task is for general coordination and meetings on the project, including plan review/discussion meetings, in-house quality assurance, coordination with subconsultants, etc. Blueline will prepare monthly invoices for work performed during the previous month.

Task 002– SURVEY & BASE MAPPING WATER MAIN EXTENSIONS HR-NTE: \$88,000

Axis Survey and Mapping will prepare base mapping for the project areas specified below. The project areas generally include Water System and Street Surface improvements at the following sites (see attached maps for approximate limits):

- Site 01** – Mapping of a portion of 84th Ave W, 214th Pl SW and 215th Pl SW
- Site 02** – Mapping of a portion of 76th Ave W near the intersection with 215th St SW
- Site 03** – Mapping of a portion of Pine St, 98th Ave W, 214th Pls SW and 216th Pl SW
- Site 04** – Mapping of a portion of 86th Pl W, north of the intersection with Bowdoin Way
- Site 05** – Mapping of a portion of 176th St SW, west of the intersection with 72nd Ave W
- Site 06** – Mapping of a portion of 185th Pl SW and 186th Pl SW, east of the intersection with 88th Ave
- Site 07** – Mapping of a portion of 172nd St SW, 72nd Ave W, 173rd St SW, 174th St SW, and 69th Pl W
- Site 08** – Mapping of a portion of Bell St, West of Olympic Ave

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.
- Delineate parcel lines within above-described area as available from recorded plats and public records further compared to City of Edmonds and Snohomish County Parcel GIS lines.
- Mapping of PRV Station at Site 3 to include horizontal and vertical location and visible pipes entering and exiting the structure.
- Set additional elevation benchmarks at each end of project area and every 500-700' along the route.
- Contract with and coordinate services of private utility locate company to ascertain conductible underground non-City owned utility locations and available asbuilt records.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals.
- Locate top of valve nut elevations on all existing water valves within the project limits.
- Show known utilities as provided by City of Edmonds GIS, research of available utility as-built records and as located by utility locators.

Deliverables: *AutoCad 2016 drawing file with point database and dtm files.*

Assumptions: *The City will provide all necessary right of entry into private property and notice to landowners along the route of mapping activity. The City will provide a copy of the notice to be presented to landowners by Axis Survey Crews.*

**Exhibit 'A' to the Contract Agreement for Professional Services
between The City of Edmonds and The Blueline Group, LLC
for the Phase 11 Waterline Replacement Project
dated January 29, 2020**

Task 003– SURVEY & BASE MAPPING INTERTIE SITES.....HR-NTE: \$7,700

Axis Survey and Mapping will prepare base mapping for the project areas specified below. The project areas generally include Water System and Street Surface improvements at the following sites (see attached maps for approximate limits):

- Site IT01** – Mapping of a portion of the 21000 Block of Highway 99
- Site IT02** – Mapping of a portion of 76th Ave W at the intersection with 208th St SW
- Site IT03** – Mapping of a portion of Olympic View Dr near 73rd Ave W
- Site IT04** – Mapping of a portion of Olympic View Dr near 180th St SW

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.
- Delineate parcel lines within above-described area as available from recorded plats and public records further compared to City of Edmonds and Snohomish County Parcel GIS lines.
- Mapping of proposed intertie vault locations 50 feet in each right-of-way direction after proposed location is established by Blueline and the City based on available GIS information.
- Set additional elevation benchmarks at each project area.
- Contract with and coordinate services of private utility locate company to ascertain conductible underground non-City owned utility locations and available asbuilt records.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2’ intervals.
- Locate top of valve nut elevations an all existing water valves within the project limits.
- Show known utilities as provided by City of Edmonds GIS, research of available utility as-built records and as located by utility locators.

Deliverables: *AutoCad 2016 drawing file with point database and dtm files.*
Assumptions: *The City will provide all necessary right of entry into private property and notice to landowners along the route of mapping activity. The City will provide a copy of the notice to be presented to landowners by Axis Survey Crews.*

Task 004 – GEOTECHNICAL INVESTIGATIONS..... HR-NTE: \$38,500

HWA Geosciences, Inc. will provide Geotechnical Engineering Explorations and Report in accordance with the attached scope of work.

Task 005 – 30% DESIGN (ALL SITES)..... HR-NTE: \$44,300

Using the base maps prepared in Tasks 002 and 003, Blueline will provide conceptual level plans showing the horizontal layout of the water main replacements for all 12 sites identified in the scoping documents from the City. Services under this task will include:

- Kick-off Meeting with the City.
- Layout and location of ±11,000 LF of new DI water mains (plan view only at this stage).
- Review available information to determine the most efficient, cost effective alignments.
- Coordination with franchise utility companies during design.

**Exhibit 'A' to the Contract Agreement for Professional Services
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for the Phase 11 Waterline Replacement Project
dated January 29, 2020**

- Prepare plan sheets for the proposed water main improvements.
 - Water design will be shown in plan view per City standards.
 - Sheets to be 22"x34" with roughly an 18"x28" drawing area.
 - Scale for these drawings is to be 1"=20' horizontal.
 - We estimate that ±25 plan sheets will be required.
- Prepare a preliminary Engineer's Estimate for each site with large contingency at this stage.
- Prepare 30% Design Stage submittal.
- Project Walk-through with City engineering and maintenance staff.
- Recommendations to the City staff to select which of the 12 sites should be incorporated into the Phase 11 project and which should be included in the Phase 12 project.
- Review meeting with the City staff to incorporate City comments into the next submittal.

Deliverables: 30% Design Submittal: PDF of Plans and Preliminary Engineer's Estimates.

Task 006 – AGENCY COORDINATIONHR-NTE: \$9,300

This task is for ongoing coordination with the City of Lynnwood for the 4 intertie sites as well as limited coordination with WSDOT for the intertie along SR99. Services under this task will include:

- Attending meetings and/or site visits with City of Lynnwood representatives
- Correspondence with City of Lynnwood and WSDOT representatives
- Completing the required permitting with City of Lynnwood (assuming Right-of-Way permit and Water Main/Service Permit).

Deliverables: Completed City of Lynnwood Right-of-Way and Water Main/Service permits and supporting materials.

Task 007 – WATER SYSTEM DESIGN (Phase 11 SITES)..... HR-NTE: \$135,100

Using the base maps prepared in Tasks 002 and 003 and the Geotechnical Recommendations provided in Task 004, Blueline will produce design plans, and specifications for the Project. The services under this task will include:

- Layout and location of ±5,500 LF of new DI water mains including a PRV station.
- Design of fire hydrants, replacement of water services (to the existing water meter), connections to the existing system, and other associated appurtenances within the selected site limits.
- Separating the PS&E into multiple schedules (A, B, C or I, II, III or other).
- Coordination with franchise utility companies during design.
- Prepare plan & profile split sheets for the proposed water main improvements.
 - Water design will be shown in plan and profile per City standards.
 - Sheets to be 22"x34" with roughly an 18"x28" drawing area.
 - Scale for these drawings is to be 1"=20' horizontal and 1"=5' vertical.
 - We estimate that ±30 plan sheets will be required depending on the number of sites selected.
- Show details necessary for construction of the improvements, utilizing City standard water details and developing specialized details as necessary.

**Exhibit 'A' to the Contract Agreement for Professional Services
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dated January 29, 2020**

- Provide general temporary erosion and sedimentation control notes and details as necessary.
- Prepare technical specifications, including Proposal, Contract Forms, General Conditions, and Measurement and Payment in WSDOT format, using City-provided standard specifications when available.
- Prepare 60%, 90%, and Final Design stage submittals.
- Review meeting with City staff at each stage of the design and incorporate City comments into the next submittal.
- Constructability review and QA/QC.

Deliverables: 60% & 90% Design Submittals: PDF of Plans, Specifications, and Engineer's Estimate.

Final Design Submittal: PDF of Plans, Specifications, Engineer's Estimates, plus all documents in digital format (and ACAD files) on a CD.

Task 008 – BIDDING ASSISTANCE.....HR-NTE: \$4,900

Blueline will provide consultation services during the bidding process, including:

- Attend Pre-Bid Conference and address questions from prospective bidders, if necessary.
- Prepare and issue addenda to clarify the construction documents, if necessary.
- Generally assist the City during the bidding process as needed.

Assumptions: The City will upload the bid documents to Builder's Exchange, conduct the bid opening, prepare the bid tabulation, review apparent low bidder references, and prepare recommendation for contract award.

Deliverables: Addenda if necessary.

Task 009 – CONSTRUCTION SUPPORT HR-NTE: \$15,500

Blueline will provide construction administration services for this Project during the construction period. Blueline will closely coordinate construction management activities with the City's staff and field inspector. Services under this task are anticipated to include:

- Prepare for and attend the pre-construction conference.
- Review requests for information (RFIs) provided by the Contractor and coordinate responses to said RFIs with the City.
- Provide changes to drawings or specifications as necessary to respond to field conditions or RFIs.
- General consultation and coordination on an as-needed basis. Address construction questions as they arise.
- Prepare As-Builts in AutoCad.

Deliverables: RFI responses if necessary, As-Builts on a CD, transmit and provide Utility data and PDF to City's GIS group.

Assumptions: Construction inspection and administration services are not included.

**Exhibit 'A' to the Contract Agreement for Professional Services
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dated January 29, 2020**

Task 010 – MANAGEMENT RESERVE HR-NTE (Allowance): \$36,700

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. Any funds under this item are not to be used unless explicitly authorized by the City. Fee estimate is based on $\pm 10\%$ of Tasks 001 – 009.

Deliverables: *None yet identified.*

Task 999 – EXPENSES (Allowance): \$500

This task provides for mileage reimbursement associated with meetings and site visits throughout the course of the project.

GENERAL ASSUMPTIONS & NOTES

- The City of Edmonds will provide any available record drawings for the project areas.
- Scope and fees outlined above are based on the following information (any changes to these documents may result in changes to the fees):
 - Scoping instructions and site maps emailed by the City of Edmonds January 13, 2020.
 - City of Edmonds GIS records.
 - Telephone conversation with the City prior to the date of this agreement.
- We do not anticipate that environmental services will be necessary for this Project as work is anticipated to be completed in the paved areas of roadways outside of sensitive areas and buffers. If it is determined during the design phase that environmental services are needed, we will provide an Additional Services Authorization request for that effort.
- We do not anticipate SEPA being required, and is therefore excluded.
- We do not anticipate that traffic control plans, dewatering plans, electrical plans, or structural engineering plans will be necessary for this project, and are therefore not included. Should these services become necessary, we will provide an Additional Services Authorization to the City to retain subconsultants for those efforts.
- Project stops/starts and significant changes to the attached 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.
- Easements (if required) will be an additional service. It is assumed the City will coordinate directly with property owners with existing easements where work will be performed.
- Time and expense items are based on The Blueline Group’s current hourly rates.
- Blueline reserves the right to move funds between approved Tasks 001 – 009 as necessary based on approved scope of work provided the overall budget of Tasks 001 – 009 is not exceeded. The City Project Manager will be notified if funds are shifted.

EXHIBIT B - Phase 11 Waterline Replacement

TABLE 1 - Fee Estimate Summary

Job Number: 19-325
 Date: January 29, 2020

Prepared By: Deanna Martin, PE
 Checked By: Rob Dahn, PE

Task #	Base Tasks	Principal		Project Engineer		Engineer		Engineering Designer		Total Hours	Total Cost	Total Cost (Rounded)
		\$210/hr		\$179/hr		\$158/hr		\$146/hr				
		Hours		Hours		Hours		Hours				
001	Project Management	32	\$ 6,720	92	\$ 16,468	0	\$ -	0	\$ -	124	\$ 23,188	\$ 23,200
002	Survey & Base Mapping Water Main Extensions										\$ 88,000	\$ 88,000
003	Survey & Base Mapping Intertie Sites										\$ 7,700	\$ 7,700
004	Geotechnical Investigations										\$ 38,459	\$ 38,500
005	30% Design (All Sites)	28	\$ 5,880	64	\$ 11,456	60	\$ 9,480	120	\$ 17,520	272	\$ 44,336	\$ 44,300
006	Agency Coordination	8	\$ 1,680	32	\$ 5,728	12	\$ 1,896	0	\$ -	52	\$ 9,304	\$ 9,300
007	Water System Design (Phase 11 Sites)	42	\$ 8,820	204	\$ 36,516	254	\$ 40,132	340	\$ 49,640	840	\$ 135,108	\$ 135,100
008	Bidding Assistance	2	\$ 420	16	\$ 2,864	10	\$ 1,580	0	\$ -	28	\$ 4,864	\$ 4,900
009	Construction Support	4	\$ 840	20	\$ 3,580	22	\$ 3,476	52	\$ 7,592	98	\$ 15,488	\$ 15,500
010	Management Reserve (Allowance)	-	-	-	-	-	-	-	-	-	\$ 36,700	\$ 36,700
999	Expenses										\$ 500	\$ 500
TOTAL		116	\$ 24,360	428	\$ 76,612	358	\$ 56,564	512	\$ 74,752	1414	\$ 403,647	\$ 403,700

EXHIBIT B - Phase 11 Waterline Replacement

TABLE 2 - Fee Estimate Breakdown

001 Project Management		Principal		Project Engineer		Engineer		Engineering Designer			
Item #	Description	\$210/hr		\$179/hr		\$158/hr		\$146/hr		TOTAL HRS	TOTAL FEE
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE		
1	Coordination with City	4.0	\$ 840	40.0	\$ 7,160	0.0	\$ -	0.0	\$ -	44.0	\$ 8,000
2	Monthly Invoices / Progress Reports	0.0	\$ -	12.0	\$ 2,148	0.0	\$ -	0.0	\$ -	12.0	\$ 2,148
3	QA / QC	24.0	\$ 5,040	16.0	\$ 2,864	0.0	\$ -	0.0	\$ -	40.0	\$ 7,904
4	General Project Coordination	4.0	\$ 840	24.0	\$ 4,296	0.0	\$ -	0.0	\$ -	28.0	\$ 5,136
Total		32.0	\$ 6,720	92.0	\$ 16,468	0.0	\$ -	0.0	\$ -	124.0	\$ 23,188
										001 HR-NTE:	\$ 23,200

002 Survey & Base Mapping Water Main Extensions				Total Cost (Per Axis)	Blueline Markup		
Item #	Description			HR-NTE	Markup		TOTAL FEE
1	Survey & Base Mapping			\$ 80,000	\$ 8,000		\$ 88,000
Total				\$ 80,000	\$ 8,000		\$ 88,000
						002 HR-NTE:	\$ 88,000

003 Survey & Base Mapping Intertie Sites				Total Cost (Per Axis)	Blueline Markup		
Item #	Description			HR-NTE	Markup		TOTAL FEE
1	Survey & Base Mapping			\$ 7,000	\$ 700		\$ 7,700
Total				\$ 7,000	\$ 700		\$ 7,700
						003 HR-NTE:	\$ 7,700

004 Geotechnical Investigations				Total Cost (Per AESI)	Blueline Markup		
Item #	Description			HR-NTE	Markup		TOTAL FEE
1	Geotechnical Investigations			\$ 34,963	\$ 3,496		\$ 38,459
Total				\$ 34,963	\$ 3,496		\$ 38,459
						004 HR-NTE:	\$ 38,500

EXHIBIT B - Phase 11 Waterline Replacement

TABLE 2 - Fee Estimate Breakdown

005 30% Design (All Sites)		Principal		Project Engineer		Engineer		Engineering Designer			
Item #	Description	\$210/hr		\$179/hr		\$158/hr		\$146/hr		TOTAL HRS	TOTAL FEE
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE		
1	Kick-off Meeting (Incl. Prep Time)	4.0	\$ 840	4.0	\$ 716	4.0	\$ 632	0.0	\$ -	12.0	\$ 2,188
2	30% Conceptual Layout (all sites)	8.0	\$ 1,680	36.0	\$ 6,444	24.0	\$ 3,792	120.0	\$ 17,520	188.0	\$ 29,436
3	Preliminary Engineer's Estimate	2.0	\$ 420	4.0	\$ 716	16.0	\$ 2,528	0.0	\$ -	22.0	\$ 3,664
4	Project Walk-through with City (Incl. Prep Time)	8.0	\$ 1,680	8.0	\$ 1,432	12.0	\$ 1,896	0.0	\$ -	28.0	\$ 5,008
5	Design Memo with Site Selection Recommendations	2.0	\$ 420	8.0	\$ 1,432	0.0	\$ -	0.0	\$ -	10.0	\$ 1,852
6	Review Meeting with City	4.0	\$ 840	4.0	\$ 716	4.0	\$ 632	0.0	\$ -	12.0	\$ 2,188
Total		28.0	\$ 5,880	64.0	\$ 11,456	60.0	\$ 9,480	120.0	\$ 17,520	272.0	\$ 44,336
										005 HR-NTE: \$ 44,300	

006 Agency Coordination		Principal		Project Engineer		Engineer		Engineering Designer			
Item #	Description	\$210/hr		\$179/hr		\$158/hr		\$146/hr		TOTAL HRS	TOTAL FEE
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE		
1	Meetings and Site Visits	4.0	\$ 840	12.0	\$ 2,148	0.0	\$ -	0.0	\$ -	16.0	\$ 2,988
2	General Correspondence - WSDOT & City of Lynnwood	4.0	\$ 840	16.0	\$ 2,864	4.0	\$ 632	0.0	\$ -	24.0	\$ 4,336
3	Completing City of Lynnwood ROW & Water Main Permits	0.0	\$ -	4.0	\$ 716	8.0	\$ 1,264	0.0	\$ -	12.0	\$ 1,980
Total		8.0	\$ 1,680	32.0	\$ 5,728	12.0	\$ 1,896	0.0	\$ -	52.0	\$ 9,304
										006 HR-NTE: \$ 9,300	

007 Water System Design (Phase 11 Sites)		Principal		Project Engineer		Engineer		Engineering Designer			
Item #	Description	\$210/hr		\$179/hr		\$158/hr		\$146/hr		TOTAL HRS	TOTAL FEE
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE		
1	60% PS&E	8.0	\$ 1,680	60.0	\$ 10,740	80.0	\$ 12,640	160.0	\$ 23,360	308.0	\$ 48,420
2	90% PS&E	8.0	\$ 1,680	60.0	\$ 10,740	90.0	\$ 14,220	100.0	\$ 14,600	258.0	\$ 41,240
3	Final Design Submittal	6.0	\$ 1,260	48.0	\$ 8,592	60.0	\$ 9,480	80.0	\$ 11,680	194.0	\$ 31,012
4	Review Meetings w/ City (Incl. Prep Time)	8.0	\$ 1,680	16.0	\$ 2,864	16.0	\$ 2,528	0.0	\$ -	40.0	\$ 7,072
5	Constructability Review & QA/QC	8.0	\$ 1,680	12.0	\$ 2,148	0.0	\$ -	0.0	\$ -	20.0	\$ 3,828
6	Design Memos	4.0	\$ 840	8.0	\$ 1,432	8.0	\$ 1,264	0.0	\$ -	20.0	\$ 3,536
Total		42.0	\$ 8,820	204.0	\$ 36,516	254.0	\$ 40,132	340.0	\$ 49,640	840.0	\$ 135,108
										007 HR-NTE: \$ 135,100	

EXHIBIT B - Phase 11 Waterline Replacement

TABLE 2 - Fee Estimate Breakdown

008 Bidding Assistance		Principal		Project Engineer		Engineer		Engineering Designer			
Item #	Description	\$210/hr		\$179/hr		\$158/hr		\$146/hr		TOTAL HRS	TOTAL FEE
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE		
1	Answer Bidder Questions as necessary	0.0	\$ -	4.0	\$ 716	4.0	\$ 632	0.0	\$ -	8.0	\$ 1,348
2	Attend Pre-Bid Conference if necessary	0.0	\$ -	4.0	\$ 716	0.0	\$ -	0.0	\$ -	4.0	\$ 716
3	Prepare and Issue Addenda as necessary	0.0	\$ -	4.0	\$ 716	6.0	\$ 948	0.0	\$ -	10.0	\$ 1,664
4	General Assistance to the City	2.0	\$ 420	4.0	\$ 716	0.0	\$ -	0.0	\$ -	6.0	\$ 1,136
Total		2.0	\$ 420	16.0	\$ 2,864	10.0	\$ 1,580	0.0	\$ -	28.0	\$ 4,864
										008 HR-NTE:	\$ 4,900

009 Construction Support		Principal		Project Engineer		Engineer		Engineering Designer			
Item #	Description	\$210/hr		\$179/hr		\$158/hr		\$146/hr		TOTAL HRS	TOTAL FEE
		HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE		
1	Attend Pre-Construction Conference (Incl. Prep Time)	0.0	\$ -	6.0	\$ 1,074	4.0	\$ 632	0.0	\$ -	10.0	\$ 1,706
2	Review RFIs and Provide Responses	2.0	\$ 420	4.0	\$ 716	8.0	\$ 1,264	0.0	\$ -	14.0	\$ 2,400
3	Prepare Field Changes if necessary	0.0	\$ -	4.0	\$ 716	6.0	\$ 948	12.0	\$ 1,752	22.0	\$ 3,416
4	General Assistance to the City	2.0	\$ 420	4.0	\$ 716	0.0	\$ -	0.0	\$ -	6.0	\$ 1,136
5	Provide As-builts in ACAD based on Inspector Redlines	0.0	\$ -	2.0	\$ 358	4.0	\$ 632	40.0	\$ 5,840	46.0	\$ 6,830
Total		4.0	\$ 840	20.0	\$ 3,580	22.0	\$ 3,476	52.0	\$ 7,592	98.0	\$ 15,488
										009 HR-NTE:	\$ 15,500

010 Management Reserve (Allowance)					Total Cost (±10% of 001-009)		
Item #	Description					10%	TOTAL
						As Needed	FEE
1	Management Reserve					\$ 36,650	\$ 36,700
Total						\$ 36,650	\$ 36,700
						010 Reserve	\$ 36,700

999 Expenses					Total Cost		
Item #	Description					\$0.54	TOTAL
						Per Mile	FEE
1	Estimate 900 miles for meetings & site visits					\$ 486	\$ 500
Total						\$ 486	\$ 500
						999 Expenses	\$ 500