

**City of Blaine  
Request for Council Action  
Meeting Date: July 22, 2019**

**Subject:** Professional Services Agreement with Reichhardt & Ebe for construction services East Blaine Extension

**Department:** Public Works

**Prepared By:** \_\_\_\_\_  
(Digital Signature)

**Agenda Location:**     Consent Agenda     Council Action     Unfinished Business

---

**Attachments:**

1. Draft Professional Services Agreement
- 

**Background/Summary:**

The improvement consists of approximately 6,820 linear feet of 15 inch sanitary sewer main located near Lincoln Park to the City's North Harvey Road. The sewer main will follow D Street, E Street, and extend through an easement within the East Maple Ridge plat. The project will also include extending the primary electrical system from its terminus on H Street and Odell to East Maple Ridge where it will join the sewer trench. The construction services contract includes project management and coordination including construction management and daily inspection, private utilities, materials testing, monitoring costs and making recommendations about change orders, "as-built" drawings, and submittal reviews, and final closeout.

---

**Budget Implications:**     Current Budget     New Budget Request     Non-Budgetary

This project will be paid out of the Wastewater Capital and Electric Capital. A State Department of Commerce Grant will match the local funds in the project.

---

**Recommendation:**

Staff recommends that Council authorize the City Manager to execute this contract amendment with R&E for construction management services for the East Blaine Extension in the amount of \$134,768.

---

**Reviewed By:**

City Manager \_\_\_\_\_ Finance Director \_\_\_\_\_ City Clerk \_\_\_\_\_  
(Digital Signature) (Digital Signature) (Digital Signature)

# CITY OF BLAINE PROFESSIONAL SERVICES AGREEMENT

## Construction Management Services – East Blaine Extension

**THIS AGREEMENT** is between the City of Blaine, a municipal corporation (hereinafter referred to as “City”) and Reichhardt & Ebe Inc. (hereinafter referred to as “Consultant”).

### **WITNESSETH:**

#### **1. SCOPE**

Consultant agrees to provide City with construction management and inspection services to for the East Blaine Extension project. A more detailed description of the scope of services is attached hereto as Exhibit B-2 and incorporated herein by this reference.

1.1 The CITY may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affect any other provision of this Agreement, the CONSULTANT shall immediately notify the CITY and take no further action concerning those written directions. No additional work shall be performed or charges incurred unless and until the CITY approves in writing the change of work and the increased cost thereof through a written contract modification or by issuance of a new task order by the CITY. Any work done in violation of this paragraph shall be at the sole expense of the CONSULTANT. Additionally, the CITY reserves the right to modify the amount spent for identified project tasks within the scope of work, provided that the Contract Amount, as may be modified under Paragraph 3 is not exceeded.

1.2 The CONSULTANT shall make all revisions and changes in the completed work under this Agreement as are necessary to correct the CONSULTANT’s, and those of its sub-consultants errors or omissions, without additional compensation from CITY.

#### **2. TERM**

This Agreement shall commence on July 15, 2019 and will terminate on December 31, 2019 unless extended by separate amendment to this Agreement.

2.1 This Agreement may be terminated by the CITY at any time for any reason whatsoever, at the sole discretion of the CITY, with seven (7) days' written notice. If the CITY terminates for convenience, the CITY will pay for all work satisfactorily completed prior to issuance of the termination notice. If, after termination for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT has not so failed, the termination shall be deemed to have been effected for the convenience of the CITY.

2.2 In addition to the above, the CITY reserves the right to suspend all or any portion of the work and services for CONSULTANT’s default or CITY’s convenience. If the CONSULTANT’s work is delayed for more than thirty (30) calendar days due to circumstances for which the CONSULTANT is responsible, the CITY may find the CONSULTANT in default and terminate the Task Order and/or this Agreement.

### **3. COMPENSATION, INVOICING, PAYMENT**

A. City shall pay Consultant on a time and material basis not to exceed **\$134,768** for completed work and services rendered under this Agreement as provided in Exhibit B-2 attached hereto, and by this reference made part of this Agreement. City shall not pay Consultant separately for indirect or normal business overhead costs (e.g., office rental, office supplies, postage, telephone, fax, business insurance, office utilities, routine correspondence preparation, invoicing, or payment receipt processing and accounting).

B. Consultant shall submit monthly invoice statements to Public Works Department / 1200 Yew Avenue / Blaine, WA 98230 and shall include the following information:

1. For direct professional services:
  - a. An itemized short description of the task performed and the specific time period,
  - b. The name(s) of the corresponding person(s) performing the task,
  - c. The corresponding hourly reimbursement rate(s) of the person(s) performing the task,
  - d. The corresponding hours, to the nearest quarter of an hour, spent performing each task,
  - e. Work task subtotal cost (hours x hourly rate), and
  - f. Subtotal for direct professional services.
2. For any other direct charges:
  - a. Qualified mileage charges: A short description of the trip's purpose, date, mileage for the trip, mileage reimbursement rate, and total charge (mileage x rate).
  - b. All other charges: An itemized short description explaining the charge, the reimbursable cost, and a subtotal of all such charges.
  - c. Subtotal for indirect or other charges.
3. Any past-due amounts.
4. Uninvoiced balance remaining on each work task.
5. Total amount of the invoice.

City shall review these submitted invoices and make payment based thereon for work completed to City's satisfaction. City shall pay Consultant all undisputed amounts within 30 days of receipt of Consultant's invoice. 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 specified in the Scope of Services. City shall promptly notify Consultant of any disputed invoice amounts.

### **4. RELATIONSHIP OF PARTIES**

Consultant and its personnel shall act as independent contractors and not as employees of City. As such, they have no authority to bind City or control employees of City, contractors, or other entities. This Agreement does not create a partnership or joint venture between Consultant and City.

### **5. PROJECT OVERSIGHT**

Within the performance of these duties, Consultant shall work under the direction of the Public Works Director. Consultant specifically understands that no City employee other than the Public Works Director is authorized to direct the work of Consultant unless the Public Works Director designates in writing another representative of City to provide such direction. The Public Works Director may, at any time, issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affects any other provision of this Agreement, then Consultant shall immediately notify the Public Works Director and take no further action concerning those written directions until such time as the parties have executed a written change order.

### **6. LICENSE AND TAXES**

Consultant shall possess a current Blaine Business License and any regulatory license(s) required to fulfill its obligations under this Agreement. Furthermore, Consultant agrees to pay when due all taxes, assessments, levies or tariffs.

## 7. INSURANCE

Prior to and during the performance of the work covered by this Agreement, Consultant shall provide to City evidence that it has obtained and maintains in full force and effect during the term of this Agreement:

- (a) A policy of professional insurance, providing coverage of at least One Million Dollars (\$1,000,000) against professional liability for errors and omissions in connection with the work to be performed by Consultant under this Agreement;
- (b) Workers' Compensation Insurance as required by law;
- (c) Employer's Liability Insurance (bodily injuries) with a limit of One Hundred Thousand Dollars (\$100,000) per occurrence with an insurance company authorized to write such insurance in Washington State; and
- (d) Commercial General Liability Insurance and Automobile Liability Insurance covering all owned and non-owned automobiles and vehicles used by or on behalf of Consultant with One Million Dollars (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of Two Million Dollars (\$2,000,000).
- (e) Except with regard to the Professional Liability Insurance, each of the policies required herein **shall name the City as an additional insured. Furthermore, each policy of insurance required** herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be canceled with respect to the City except upon thirty (30) days' prior written notice from the insurance company to the City; (iii) except for professional liability, contain an express waiver of any right of subrogation by the insurance company against the City and its elected officials, employees, or agent; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Consultant which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to Consultant and City.
- (f) The consultant shall furnish the City with two (2) copies of Certificates of Insurance evidencing policies of insurance required herein. **The Certificate of Insurance shall specifically identify the name of the project.** The Consultant shall maintain these policies as identified above for itself and its sub-consultants for the term of this Agreement and for a period of one year thereafter.

City shall be provided thirty (30) days' written notice of any cancellation of said professional liability insurance.

## 8. INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from the negligent acts, errors or omissions of the Consultant in 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. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

City agrees to indemnify Consultant from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for

property damage or bodily injury, including death, to the extent arising from the negligence or willful misconduct of City, or its employees or contractors (other than Consultant) in connection with the project.

**9. WARRANTY**

Consultant's services shall conform to the standard for similar services performed by similarly licensed professional engineers performing work in Whatcom County, Washington.

**10. REMEDIES**

In the event of a default hereunder, or in the event that Consultant fails to perform the Project work in conformance with the standard of care set forth in Section 9, Warranty, then City may, in addition to exercising all of those rights and remedies available to it in law and equity, (i) terminate the Contract after giving 10 days' prior written notice to Consultant, (ii) cure any defect arising from Consultant's negligence, recklessness or willful misconduct and charge the cost of such repair back to Consultant, and/or (iii) seek specific remedial performance under the Contract at no additional cost to City. The remedies provided for herein are cumulative.

**11. GENERAL CONDITIONS**

**A. Reports and Information.** Consultant, at such times and in such forms as City may require, shall furnish City such reasonable periodic reports and documents as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Agreement.

Consultant will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. All plans, drawings, reports, specifications, data, information or other documents provided to Consultant and/or prepared or assembled under this Agreement are and shall remain the sole property of City. Consultant explicitly waives all claims to propriety ownership and/or copyrights associated with any work product produced under this Agreement. Consultant shall not be held liable for reuse of documents or modifications thereof, including documents on electronic media. Consultant shall retain all such documentation generated in conjunction with the undertaking of the Project, and Consultant shall, upon completion, termination, expiration and/or conclusion of the Project, provide same to City.

**B. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

**C. Amendments.** The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

**D. Notices.** Any notices required to be given by City to Consultant or by Consultant to City shall be in writing and delivered to the parties at the following addresses by certified mail, return receipt requested:

Blaine Public Works Director  
1200 Yew Street  
Blaine, WA 98230

Reichhardt & Ebe Inc  
PO Box 978  
Lynden, WA 98264

**E. Waiver.** Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

**F. Compliance with State, Local and Federal Laws.** Consultant agrees to comply with all applicable local, state and federal laws in performance of all services under this Agreement.

- G. Applicable Law: Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute, the venue of any action brought hereunder shall be in Whatcom County Superior Court.
- H. Attorney Fees.** The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.
- I. No Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by any of its subcontractors or sub-consultants.
- J. Payment of Subcontractors and Sub-Consultants.** At the time of completion of the Work, Consultant agrees to certify to City that all subcontractors and sub-consultants will be paid in full promptly after receipt of payment from City. Consultant shall be responsible for the performance of any subcontractor or sub-consultant. All such subcontractors or sub-consultants shall possess all licenses and insurance as required by the laws of the State of Washington and as are required of Consultant under this Agreement. City may, in its sole discretion, withhold final payment until receipt of such certification.
- K. Confidentiality.** Any reports, documents, questionnaires, records, computer files, information and/or data given to or prepared or assembled under this Agreement shall not be made available by Consultant to any individual or organization without prior written approval of City except as may be required by law, rule, regulation, or ordered by a court of competent jurisdiction. The provisions of this section shall survive the expiration or earlier termination of this Agreement. No reports, records, questionnaires, information, data, software programs and/or computer files provided by City or other documents produced in whole or in part by Consultant under this Agreement, shall be the subject of an application for copyright by or on behalf of Consultant.
- L. Public Disclosure.** Correspondence, reports and other written work product will be generated during the course of the relationship created by this Agreement, and third parties may request such information pursuant to the Washington State Public Disclosure Act (RCW 42.56 *et. seq.*). Consultant agrees that in the event that such a request is filed, Consultant will promptly notify City. Consultant further agrees that it will not disclose any such requested material until at least ten (10) business days after providing notification to City. This clause shall survive the termination or expiration of this Agreement.
- M. Certification Regarding Debarment.** By signing this agreement, the Consultant hereby certifies to the best of their knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency

## 12. **NONDISCRIMINATION**

Consultant shall not discriminate in employment or services to the public on the basis of sex, race, color, creed, national origin, age, marital status, physical, mental or sensory handicap except an employment action based on a bona fide occupational qualification.

## 13. **MEDIATION**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, City and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

City and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and so on at all sublevels, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

**14. FORCE MAJEURE**

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of district to furnish timely information or to approve or disapprove Consultants instruments of service promptly, and (4) faulty performance or nonperformance by City, City’s independent consultants or contractor, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

**15. TERMINATION**

- A. **For Convenience.** City may, but is not obligated to, unilaterally terminate this Contract for convenience if funds become unavailable, or if Consultant suffers a business operation discontinuity or interruption (e.g., bankruptcy, dissolution, merger, hostile takeover), or if any of the personnel that Consultant originally proffered to perform the Scope of Services changes.
- B. **For Non-Compliance.** City or Consultant may unilaterally terminate this Contract if either party fails substantially to perform, through no fault of the other, and does not commence correction within five (5) days of written notice and diligently complete the correction thereafter. Upon such termination, City will be entitled to reports showing the status of all matters upon which Consultant was advising City as of the effective date of termination.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the date and year indicated.

**CONSULTANT:**

\_\_\_\_\_  
Principal, Reichhardt & Ebe Inc.

\_\_\_\_\_  
Date

**CITY OF BLAINE:**

\_\_\_\_\_  
Michael Jones,  
City Manager

\_\_\_\_\_  
Date

**DEPARTMENTAL APPROVAL:**

\_\_\_\_\_  
Ravyn Whitewolf, P.E.  
Public Works Director

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Samuel Crawford  
City Clerk

\_\_\_\_\_  
Date

## **EXHIBIT B-2**

### **2019 EAST BLAINE SEWER SCOPE OF WORK CONSTRUCTION SERVICES**

---

During the term of this Agreement, Reichhardt & Ebe Engineering Inc., (R&E) shall perform professional services for the City of Blaine Public Works (CITY), including construction management in connection with the:

#### **2019 EAST BLAINE SEWER**

This document shall be used to plan, conduct and complete the work on the PROJECT.

#### **PROJECT OBJECTIVES**

The project intends to extend sewer in accordance with the East Blaine Infrastructure Plan. The sewer is approximately a one-mile extension along the D Street corridor, continuing into undeveloped parcels.

#### **PROJECT DESCRIPTION**

The work to be performed by R&E consists of providing construction management and construction inspection for the East Blaine Sewer Improvements. The work to be performed by R&E consists of conducting project meetings; corresponding with all parties involved, schedule tracking, submittal tracking, full time on-site inspection, materials testing, quantities tracking, pay estimate preparation, change order preparation, and the representation necessary to ensure that the work is constructed in accordance with the contract plans and specifications. Construction documentation will be prepared in accordance with the Washington Department of Transportation Local Agency Guidelines (LAG) Manual for federally funded projects. The scope of work is expected to last approximately 80 working days following the Notice to Proceed.

#### **CONSTRUCTION MANAGEMENT TEAM**

The Construction Management Team is made up of the following firms/organizations:

Owner  
Prime Consultant  
Surveying  
Testing Services

City of Blaine  
Reichhardt & Ebe Engineering, Inc.  
City Provided  
Materials Testing and Consulting, Inc.



## **WORK TASKS**

### **TASK 1.00– ASSISTANCE DURING PRE-BID AND BIDDING PROCESS**

This task was completed by others.

### **TASK 2.00– PROJECT MANAGEMENT AND ADMINISTRATION**

#### **2.01 Contract**

R&E will be responsible for coordinating the Construction Management Team with the CITY and subconsultants. The contract will be developed in accordance with the Local Agency Guidelines Manual.

#### **2.02 Subconsultant Agreements**

R&E will prepare subconsultant contracts with Materials Testing & Consulting, Inc.

R&E will not subconsultant a surveyor, as the City will contract directly with necessary professionals.

#### **2.03 Progress Reports**

R&E will track the Construction Management budget and report to the CITY monthly if so desired. R&E will also report to the CITY monthly on the progress of construction activities.

#### **2.04 Invoices**

R&E will prepare monthly invoices for submission to the CITY. Invoices will include all costs for subconsultants performing work under this contract.

#### **2.05 Project Meetings**

R&E will administer Project Management Meetings, Progress meetings and the Pre-Construction Meeting with the Contractor, the CITY, and other team members. Project Meetings will be scheduled in advance and shall occur on a weekly basis or as needed. This Task will include meetings or conference calls between the CITY, R&E, and the Contractor to discuss Project management issues, including satisfaction of the CITY, budget, schedule, project direction, coordination, and changes. The Task will also include meetings with key members of the Construction Management Team to discuss current activities, track progress, to identify issues and decisions required to maintain progress, coordinate the work, and obtain information from team members.

R&E will be responsible for running the meetings and preparation of agendas and recording minutes. This item assumes 16 weekly meetings, 1 preconstruction meeting and 1 project closeout meeting.

## **2.06 Team Coordination**

R&E will coordinate with project staff and subconsultant efforts, including survey, and materials testing. R&E will be the main point of contact for the Construction Management Team.

### **Deliverables**

- Meeting agenda and minutes.
- Monthly Invoices
- Monthly Progress Reports

## **TASK 3.00-QUALITY CONTROL (QC)**

This Task includes the effort related to providing quality control on an as needed basis for the work activities in this Scope of Work. Specific activities of this Task include the following:

### **3.01 Peer Reviews**

This Task will include detailed review of work products by staff with technical expertise in the specific work area.

### **3.02 Senior Reviews**

This Task will include review by senior staff to ensure that the Project is technically correct, constructed in accordance with the contract plans and specifications, and meets the requirements of the Scope of Work.

### **Deliverables**

- If needed, complete QC check list for Project file.

## **TASK 4.00 – CONSTRUCTION MANAGEMENT**

### **4.01 Maintain Project Files**

R&E will develop a project documentation system and tracking systems for submittals, RFI's, change orders, revisions, force account work, correspondence and Project contacts.

### **4.02 Review Compliance w/ Contract Documents**

R&E will review RAM's and Submittals and other documents for compliance with the contract documents. R&E will provide a complete Record of Materials (ROM) for all materials to be incorporated into the project.

### **4.03 Monitor Construction Quality**

R&E will monitor construction quality by providing inspection and testing services to document compliance with the Contract Documents.

#### **4.04 Prepare Change Orders**

R&E will advise the CITY as to the need or justification for change orders. This work includes preparing cost estimates, negotiations with the Contractor, preparation of, and obtaining the appropriate approval for change orders from the CITY. R&E will review and approve force account work as allowable by the Contract Documents in an effort to avoid change orders.

#### **4.05 Prepare Contractor Progress Payments**

R&E will track Bid Item quantities incorporated into the project for the purpose of preparation of monthly pay requests and verification that the project is constructed in accordance with the Contract Documents. R&E will review Bid Item quantities with the Contractor and prepare the monthly pay requests. Monthly pay requests will be submitted to the CITY, and the Contractor for review and approval. This item assumes 4 monthly payment requests.

#### **4.06 Review Specification and Drawing Requirements**

R&E will respond to RFI's and questions from the Contractor and the CITY regarding design and Project issues. R&E will make and implement any necessary revisions to the Project documents.

#### **4.07 Project Correspondence**

R&E will prepare and respond to all Project correspondence with the Contractor and the CITY.

#### **4.08 Resolve Day-to-Day Issues**

R&E will act as daily point of contact with the Contractor and CITY and monitor progress and quality of work on a daily basis. R&E will act as a daily point of contact with property owners adjacent to the project. The CITY will be responsible for decisions necessary to satisfy the concerns of the property owner and for making any changes to the project to accommodate those concerns.

#### **4.09 Assist in Claim Evaluation**

R&E will be available to assist in evaluations of claims made by the Contractor regarding the Project.

#### **4.10 Monitor Project Costs**

R&E will monitor Project costs (actual vs. budget) and report monthly with pay estimate.

#### **4.11 Review and Monitor Schedules**

R&E will review Contractor's baseline schedules; maintain schedule updates and record calendar or working days during contract work in accordance with the Contract Documents.

#### **4.12 Document Agency Compliance**

R&E will collect, review and document all conditions of award.

#### **4.13 Coordinate and Communicate w/ Contracting Agency**

R&E will coordinate and communicate with the CITY on not less than a weekly basis, to keep the CITY apprised to the current status of the project as well as any outstanding issues.

#### **4.14 Prepare Record Drawings**

R&E will maintain updated field record drawings to be used in preparation of the As-Built Drawings. R&E will produce inspector red lines documenting field adjustments to the design Engineer for them to prepare record drawings.

#### **Deliverables**

- Written documentation pertaining to Project issues.
- Project documentation system and database.
- Database reports of outstanding submittals, RFI's and change orders.
- Written correspondence.
- Change order and force account documentation.
- Monthly pay requests.
- Contract Document Revisions.
- Weekly working days statements.
- Construction red lines.

### **TASK 5.00 – TESTING SERVICES**

#### **5.01 Coordinate Testing Schedule**

R&E will manage the performance of quality control testing. Testing will be performed on an as-needed basis in accordance with the ROM and LAG Manual by an accredited testing laboratory. Quality control testing services provided as part of the construction management contract shall include but is not limited to:

- a) Coordination of materials testing

#### **5.02 Distribute Testing Results**

R&E will distribute test results to the Contractor in accordance with the Contract Documents.

#### **5.03 Document and Maintain Test Results**

R&E will review, document and maintain the test results as a part of the project documentation system. Failing test results will be reported to the Contractor for correction and will be retested as necessary.

#### **Deliverables**

- Written test results and/or reports for all tests conducted distributed to the CITY and Contractor.

## **TASK 6.00 – INSPECTION SERVICES**

R&E will provide the equivalent of one full-time construction inspector for 80 working days. The CITY staff members will be readily available, via, phone and email to discuss immediate Project issues as necessary and will attend regularly scheduled and special Project meetings.

### **6.01 Pre-Construction Photos and Documentation**

R&E will document pre-construction conditions by taking photos as well as develop field notes prior to construction start.

### **6.02 Pre-Construction Project Review**

R&E project staff not previously familiar with the project will review the Contract Documents to become familiar with the project and project requirements.

### **6.03 Preconstruction Conference**

R&E will prepare for and conduct the pre-construction conference with the CITY, Contractor, franchise utilities and other Construction Management team members.

### **6.04 Inspect Work Methods and Products**

R&E will inspect work methods and products; verify compliance with the Contract Documents.

### **6.05 Inspect Materials and Verify Compliance**

R&E will inspect materials and verify compliance with Project contract plans and specifications.

### **6.06 Inspect Equipment and Verify Compliance**

R&E will inspect equipment and verify compliance with approved submittals and Project contract plans and specifications.

### **6.07 Monitor Schedule Progress**

The R&E inspection team will monitor the scheduled progress on a daily basis and record progress in the inspector's daily reports.

### **6.08 Coordinate with Adjacent Property Owners**

R&E will assist the Contractor to coordinate the work with adjacent property owners and work with the CITY to assist in addressing concerns of the property owners generated by the project.

### **6.09 Coordinate with Utility Companies**

R&E will coordinate with utility companies for schedule and timing of their work to be completed.

### **6.10 Coordinate Construction Survey**

R&E will coordinate the construction survey with the Contractor and the surveyor.

**6.11 Prepare Inspection Correspondence, Records and Reports**

R&E will prepare inspection correspondence, records and reports, including but not limited to inspectors' daily reports and field note records.

**6.12 Verify Permit Compliance**

R&E will verify environmental and other project permit compliance.

**6.13 Develop Punch List**

R&E will conduct walkthroughs and develop a preliminary punch list in preparation for project completion. Walkthroughs will be conducted at project completion. A final walkthrough will be conducted to verify completion of punch listed items prior to project closeout per task item #7.01.

**Deliverables**

- Pre-Construction Photos.
- Daily inspection report on quality compliance.
- Quality Control test reports.
- Punch lists.

**TASK 7.00 – PROJECT CLOSEOUT**

**7.01 Conduct Final Inspection**

R&E will conduct a final inspection with the CITY, and Contractor to establish a final punch list.

**7.02 Verify Completion of Punch List Items**

R&E will monitor and verify completion of punch list items and issue Notice of Substantial Completion and/or Notice of Physical Completion to Contractor.

**7.03 Coordinate Submittal of As-Builts to City**

R&E will coordinate transmittal of Contractor's as-built information for use in preparation of the final As-Built drawings. R&E and Contractor red lines will be submitted to Design Engineer for preparation of As-Built drawings.

**7.04 Issue Recommendation of Final Completion Letter**

R&E will closeout the project per the LAG Manual.

**Deliverables**

- Issuance of Notice of Substantial Completion.
- Itemized punch list.
- Issuance of Notice of Physical Completion.
- Submittal of red lines for City preparation of As-built drawings.
- Delivery of complete contract administration documentation and files if requested by the CITY.

## **TASK 8.00 – SUBCONSULTANTS**

R&E will contract and coordinate with the following subconsultants in accordance with the scope of work and task items identified. Subconsultants have provided budgets for their services as identified in Exhibit B-2. The budget provided to R&E for Materials Testing and Consulting, Inc was negotiated previously by the City of Blaine. We trust that this is adequate for the scope of the project.

**8.01 Surveyor – City Provided**

**8.02 Materials Testing and Consulting, Inc**

## **TASK 9.00 – REIMBURSABLES**

Exhibit B-2 provides budget amounts for reimbursable such as shipping and reproductions which will be charged at the actual cost incurred. Budgeted amounts shown are estimates of the actual costs for reimbursables.

**EXHIBIT E-2 Consultant Fee Determination**

**2019 East Blaine Sewer Improvements  
Man-Hour and Cost Estimate  
REICHHARDT & EBE ENGINEERING, INC.**

Date: July 16, 2019

**Construction Services**

Task No.	Task Description	Engr. Level 7	Engr. Level 5	Engr. Level 3	Engr. Level 2	Tech. Level 6	Tech. Level 5	Tech. Level 4	Tech. Level 1	Cler. Level 5	Cler. Level 3	
<b>1.00</b>	<b>Assistance During Pre-Bid &amp; Bid Process</b>	Completed by Others										
1.01	Respond to Contractor Questions											
1.02	Interpret & Clarify Bid Documents											
1.03	Prepare Contract Addendums											
1.04	Evaluate Bids											
1.05	Provide a Recommendation of Award											
	Sub-Total	0	0	0	0	0	0	0	0	0	0	
<b>2.00</b>	<b>Project Management/Administration</b>											
2.01	Contract	1			2							
2.02	Subconsultant Agreements											
2.03	Progress Reports / Cost Tracking	1			2						6	
2.04	Invoices	6								4		
2.05	Project Meetings	64			32			2				
2.06	Team Coordination	10			12	2						
	Sub-Total	82	0	48	2	0	2	0	0	8	6	
<b>3.00</b>	<b>Quality Control</b>											
3.01	Peer Reviews		6									
3.02	Senior Reviews	8										
	Sub-Total	8	6	0	0	0	0	0	0	0	0	
<b>4.00</b>	<b>Construction Management</b>											
4.01	Maintain Project Files							16				
4.02	Review Compliance w/ Contract Documents	2			4			6				
4.03	Monitor Construction Quality				4							
4.04	Prepare Change Orders	6			12			8				
4.05	Prepare Contractor Progress Payments	8			24			32	2			
4.06	Review Specifications & Drawing Requirements	8			12			8				
4.07	Project Correspondence	6			12			4			2	
4.08	Resolve Day-to-day Issues	6			10			4				
4.09	Assist in Claim Evaluation	6			12			4	2			
4.10	Monitor Project Costs	2			2			4				
4.11	Review and Monitor Schedules	2			6			2				
4.12	Document Agency Compliance	2			6			3			4	
4.13	Coordinate & Communicate with Contracting Agency	12			20			8				
	Sub-Total	60	0	124	0	0	99	2	2	0	6	
<b>5.00</b>	<b>Testing Services</b>											
5.01	Coordinate Testing Schedule	2			6		4					
5.02	Distribute Test Results				3			2				
5.03	Document and Maintain Test Results	3			4			4				
	Sub-Total	5	0	13	0	4	6	0	0	0	0	
<b>6.00</b>	<b>Inspection Services</b>											
6.01	Pre-Construction Photos and Documentation							6				
6.02	Pre-Construction Project Review	4			8			16				
6.03	Preconstruction Conference	4			6			4				
6.04	Inspect Work Methods & Products	12			24			640				
6.05	Inspect Materials and Verify Compliance	3			16			12				
6.06	Inspect Equipment and Verify Compliance							6				
6.07	Monitor Schedule Progress	1			4			2				
6.08	Coordinate with Adjacent Property Owners	2			4			2				
6.09	Coordinate with Utility Companies				4			4				
6.10	Review Required Wage Rates							8				
6.11	Coordinate Construction Survey Requirements	3			6			2				
6.12	Prepare Inspection Correspondence, Records & Reports	3			6			10				
6.13	Verify Permit Compliance	2			8			3				
6.14	Develop Punch Lists	3			3			2				
	Sub-Total	37	0	89	0	0	717	0	0	0	0	
<b>7.00</b>	<b>Project Closeout</b>											
7.01	Conduct Final Inspection	3			3			4				
7.02	Verify Completion of Punch list Items				3			4				
7.03	Coordinate Submittal of red lines to City	1						4				
7.04	Issue Recommendation of Final Completion Letter		1					2				
	Sub-Total	4	1	6	0	0	14	0	0	0	0	
	TOTAL HOURS	196	7	280	2	4	838	2	2	8	12	
	Hourly Rate	\$144.33	\$111.79	\$87.73	\$77.83	\$94.81	\$82.07	\$72.17	\$46.70	\$73.58	\$55.19	
	SUB-TOTAL	\$28,288.68	\$782.53	\$24,564.40	\$155.66	\$379.24	\$68,774.66	\$144.34	\$93.40	\$588.64	\$662.28	
	TOTAL										\$124,433.83	
<b>8.00</b>	<b>SUBCONSULTANTS</b>											
8.01	Construction Survey - City Provided											
8.02	Geotechnical - MTC										\$8,895.00	
	Sub-Total										\$8,895.00	
	10% Mark-up on Subconsultants										\$889.50	
	TOTAL										\$9,784.50	
<b>9.00</b>	<b>REIMBURSABLES</b>											
	Mylar As-Builts					0	Sheets @ \$70.00 each				\$0.00	
	Reproduction					0	Sheets @ \$0.10 each				\$0.00	
	Office Supplies										\$400.00	
	Shipping and Delivery										\$150.00	
	TOTAL										\$550.00	
	<b>GRAND TOTAL</b>										<b>\$134,768.33</b>	

Assumptions:  
 It is assumed that Phillip Camire will provide inspection on this project.  
 It is assumed that inspection will only require 8 hours per contract working day.  
 It is assumed that this project will be completed in the 2019 construction season.





## 2019 FINAL Non-Federal Billing Rates

1/23/2019

Classification	Bill Rate
Engineer	2019
E-I	69.34
E-II	77.83
E-III	87.73
E-IV	99.05
E-V	111.79
E-VI	127.35
E-VII	144.33
Technical/CAD	
T-I	46.70
T-II	55.19
T-III	63.68
T-IV	72.17
T-V	82.07
T-VI	94.81
Clerical	
C-I	42.45
C-II	48.11
C-III	55.19
C-IV	63.68
C-V	73.58