



ARCHIVAL RECORDS TRANSMITTAL & TRANSFER AGREEMENT

The _____, of Record, hereby transfers the records listed below to the custody and jurisdiction of the Kitsap County Auditor's Office with the understanding that the records will become and remain the property of the Kitsap County Auditor's Office and shall be stored, referenced and disposed of only in accordance with the Laws of the State of Washington, the regulations of the State and Local Records Committees, the policies and procedures of the Division of Archives and Records Management, and the instructions of the State Archivist.

Signed: Samantha Langbehn
(Department or Office)

Signed: _____
Kitsap County Auditor

Print Name: Samantha Langbehn

Print Name: _____

DATE PREPARED

5/6/21

DATE RECEIVED

RECORD TITLE

Number of Documents or Boxes

DESCRIPTION OF CONTENTS

INCLUSIVE DATES

KC-323-21

1

KC-323-21 The Blueline Group, LLC.

5/5/21 - 5/31/23



Meeting Date:
Agenda Item No:

Kitsap County Board of Commissioners

Office/Department: Community Development
Staff Contact: Angie Silva
Agenda Item Title: KC-323-21 – The Blueline Group, LLC

Recommended Action: Move that the Board of County Commissioners Approve KC-323-21 - The Blueline Group, LLC

Summary: The scope of this contract is to provide supplementary, on-call development permitting review services for land use, environmental regulations, and development engineering (consisting of stormwater, grading and traffic review) on due to recent increases in permitting activity and to support evaluation of the applicant requested third party / outside review services program as allowed in KCC 21.04.140. Services provided under this contract are intended only to augment the department's existing workforce under the following circumstances:

- Specialized work in situations which current County staff do not have the necessary technical expertise; or
- Specific projects for which, or during periods which, the ordinary capacity of County staff resources represented by the AFSCME Collective Bargaining Agreement 1308, in accordance with the terms of the contract, are insufficient to process permitting workload within the County target timelines; or
- Temporary backfill of vacant staff position(s); or
- Temporary backfill for staff on leave, special assignment, emergency/disaster response, or training; or
- Applicant requested third party / outside review services

Attachments:

1. Contract Review Sheet
2. Professional Services Contract
3. Exhibit A – Scope of Work & Fee Estimate

Fiscal Impact for this Specific Action

Expenditure required for this specific action:	\$226,200.00
Related Revenue for this specific action:	\$0
Cost Savings for this specific action:	\$0
Net Fiscal Impact:	\$226,200.00
Source of Funds:	DCD 00168 Fees

Fiscal Impact for Total Project

Project Costs:	\$226,200.00
Project Costs Savings:	\$0
Project Related Revenue:	\$0
Project Net Total:	\$226,200.00

Office/Departmental Review & Coordination

Office/Department	Elected Official/Department Director	
Community Development-Permits/Land Use	Jeff Rimack	



Kitsap County
CONTRACT REVIEW SHEET
 (Chapter 3.56 KCC)

KC-323-21

A. CONTRACT INFORMATION			
1. Contractor	The Blueline Group, LLC		
2. Purpose	On-Call DSE Review Services		
3. Contract Amount	\$226,200.00	Disburse	<input checked="" type="checkbox"/>
		Receive	<input type="checkbox"/>
4. Contract Term	Upon execution to May 31, 2023		
5. Contract Administrator	Angie Silva	Phone	360-337-4841
Approved:	Jeff Rimack	Date	
	Department Director		
B. AUDITOR – ACCOUNTING INFORMATION			
1. Contract Control Number	KC-323-21		
2. Fund Name	DCD 00168 Fees		
3. Payment from-Revenue to CC/Account Nbr	1681.5419.4000/1688.5419.4000		
4. Encumbered By	Dave Schureman	Date	4/30/2021
C. AUDITOR'S ACCOUNTING – GRANTS REVIEW			
<i>Signature required only if contract is grant funded</i>			
1.	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	
Reviewer	NA	Date	
2. Comments:			
D. ADMINISTRATIVE SERVICES DEPARTMENT – RISK MANAGER REVIEW			
1.	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	
Reviewer	Timothy M. Perez	Date	5/3/2021
2. Comments:			
E. ADMINISTRATIVE SERVICES DEPARTMENT – BUDGET MANAGER REVIEW			
<i>Signature required only if contract is for \$50,000 or more, OR it will be signed by board of commissioners (regardless of dollar amount)</i>			
1.	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	
Reviewer	Aimée Campbell	Date	04/30/2021
2. Comments:			
F. PERSONNEL DEPARTMENT – PERSONNEL DIRECTOR REVIEW			
<i>Signature required only if union or employment contract</i>			
1.	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	
Reviewer		Date	
2. Comments:			
G. PROSECUTING ATTORNEY			
1.	<input checked="" type="checkbox"/> Approved as to Form	<input type="checkbox"/> Not Approved as to Form	
Reviewer	Lisa Nickel	Date	04/30/21
2. Comments:			
H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER.			
<i>(For contract signing authority, see KCC 3.56.075)</i>			

Date Approved by Authorized Contract Signer:

Date 5-8-21

RETURN SIGNED ORIGINALS TO:

Sami Langbehn @ MS- 36

KITSAP COUNTY CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services ("Contract") is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 ("County") and The Blueline Group, LLC, having its principal offices at 25 Central Way, Suite 400, Kirkland, Washington, 98033 ("Contractor").

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective upon execution and terminate on May, 31, 2023. Two, one-year options to extend may be considered by the County and Contractor through contract amendments. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Representative

Name: Angie Silva
 Title: Assistant Director
 Address: 614 Division Street, MS-36, Port Orchard, WA 98366
 Phone: (360) 337-4841
 E-mail: ASilva@co.kitsap.wa.us

Contractor's Contract Representative

Name: Deanna L. Martin, PE
 Title: Principal

Address: 25 Central Way, Suite 400, Kirkland, Washington, 98033
Phone: (425) 250-7239
E-mail: dmartin@thebluelinegroup.com

SECTION 4. COMPENSATION

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed \$226,200.00.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work completed to date. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in

the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

Should a court of competent jurisdiction determine the Contract 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 Contractor and the County, its officers, officials, employees, and agents, the Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of the Contractor's negligence.

- 6.2 With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws provided the foregoing waiver shall be effective only between the Contractor and the County, and there are no third-party beneficiaries to said waiver. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.
- 6.3 Once a claim or action is tendered, the Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 **Professional Legal Liability.** The Contractor will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per claim. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.
- 7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.
- 7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury, and property damage, subject to a limit of not less

- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

7.6 Verification of Coverage and Acceptability of Insurers.

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County or 10 days in case of non-payment. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.
- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or Department of Community Development. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that the Contractor is currently paying workers' compensation.
- F. Written notice of cancellation or change will be mailed to the County at the following address:

Risk Management Division
 Kitsap County Department of Administrative Services
 614 Division Street, MS-7
 Port Orchard, WA 98366

than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

Not Applicable.

The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired, and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired, and non-owned automobiles.

7.5 **Miscellaneous Insurance Provisions.**

- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees, and agents as an additional insured with respect to performance of services.
- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees, or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all the requirements stated in these provisions.

- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

SECTION 8. TERMINATION

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee, or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any County

benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Kitsap County employees.

- 10.3 The Contractor will have and maintain complete responsibility and control over all its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 14. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County's contract representative or designee. All rulings, orders, instructions, and decisions of the County's contract representative will be final and conclusive, and may be subject to judicial review.

SECTION 15. CONFIDENTIALITY

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state, and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents, or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents, and representatives will comply with all applicable federal, state, and local laws, rules, and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

EXHIBIT A – SCOPE & FEE ESTIMATE

Project Name: On-call DSE Review Services
Effective Date: April 27, 2021

Job #: 21-010

Project Understanding

The Kitsap County Department of Community Development, specifically the Development Services and Engineering Division (DSE) is the agency responsible for administration, review, and acceptance of environmental, grading land use and stormwater codes and applications in unincorporated Kitsap County. The scope of this contract is to provide supplementary development permitting review services including permit application and plan review for environmental, stormwater and land use services on an on-call basis. Specifically, the Consultant will be tasked to review permit applications, plans, and construction documents to determine compliance with codes, regulations, and standards applicable to environmental, land use, stormwater, drainage, grading, geo-technical, solid waste, and ecological requirements.

Services provided under this contract are intended to augment DSE's existing workforce under the following circumstances:

- ❖ Specialized work in situations which County staff do not have the necessary technical expertise.
- ❖ Specific projects for which, or periods during which, the ordinary capacity of County staff resources represented by the AFCME 1308 Collective Bargaining Unit is insufficient to process permitting workload within target timelines.
- ❖ Temporary backfill of vacant staff position(s); or
- ❖ Temporary backfill for staff on leave, special assignment, emergency/disaster response, or training.

The County elected to award two contractors for this work to ensure timely performance of all disciplines are covered. The County will assign work based upon current workload needs and/or contractor capacity and overall performance. County would elect to use the secondary or third contractor for a work order should the primary contractor be unable to provide service as required.

Communication, documentation and reporting of services rendered by the Contractor will conform to methods and standards consistent with those in use by DSE, unless required otherwise by the terms of a work order request. The Current Planning Manager and Development Engineering Supervisor, or their designee will have final review of all contractor comments prior to submittal to applicant.

Task 001 Project Management

Fee: Hourly Rate (Estimated \$25,700)

This task is for general coordination and meetings on the project including:

- Preparation of abbreviated contract management plan establishing framework for management of permit reviews, communication chain, and key personnel assigned to the contract.
- Meetings with Kitsap County



EXHIBIT A – SCOPE & FEE ESTIMATE

- Responding to inquiries from applicants and active permits
- Coordination with Subconsultants
- Internal Coordination and QA/QC
- Preparation of Monthly Invoices with Progress Reports

Task 002 Civil Reviews

Fee: Hourly Rate (Estimated \$56,600)

This task is for providing review of civil engineering plans and reports for conformance with Kitsap County Municipal Code Title 11 Road Standards, 12 Stormwater, 16 Subdivision and Title 21 Land Use and Development Procedures. Review services are anticipated for the following types of projects with anticipated review times in parenthesis.

- SDAP SFRs (6-12 hrs; 2-week review)
- Short Plats (8-16 hrs; 2-week review)
- Long Plats (16-24 hrs; 4-week review)
- SDAP (16-24 HRS; 4-week review)
- Multifamily Residential (12-20 hrs; 2-week review)
- Commercial Development (12-30 hrs; 3-week review)
- Coordination with Public Works on review steps if directed by Department of Community Development
- Response to applicant inquiries due to Contractor's comments following quality control review by the Current Planning Manager and Development Engineering Supervisor or their designee.

Task 003 Planning Reviews

Fee: Hourly Rate (Estimated \$53,900)

This task is for providing review of applicant permit materials for conformance with Kitsap County Municipal Code Titles 16, 17 and 21. Review services are anticipated for the following types of projects with anticipated review times in parenthesis. Such anticipated review times include all-inclusive costs associated with pre-submittal correspondence and communication, preliminary and final review actions, site visits as necessary, preparation of staff reports, and presentation of findings, conclusions and recommendations.

- SFR and ADU review/setbacks/zoning (10-20 hrs; 2-week review)
- Short Subdivisions (40-50 hrs; 2-week review)
- Preliminary Subdivisions (60-80 hrs; 4-week review)
- Binding Site Plans (25-40 hrs; 3-week review)
- Conditional Use Permits (30-50 hrs; 3-week review)
- Administrative Conditional Use Permits (20-30 hrs; 2-week review)



- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representative's provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 17.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).

Dated this _____ day of _____, 2021 Dated this 5 day of MAY, 2021

CONTRACTOR NAME

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

D. Martin
Signature

Robert Gelder
ROBERT GELDER, CHAIR

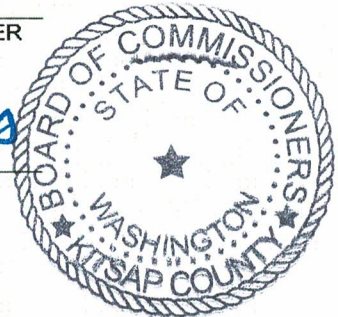
DEANNA MARTIN
Print Name

E. E. Wolfe
EDWARD E. WOLFE, COMMISSIONER

PRINCIPAL
Title

Charlotte Garrido
CHARLOTTE GARRIDO, COMMISSIONER

ATTEST:
Dana Daniels
Dana Daniels, CLERK OF THE BOARD



Approved as to form by the Prosecuting Attorney's Office

EXHIBIT A – SCOPE & FEE ESTIMATE

- Shoreline Substantial Development Permit (15-25 hrs; 2-week review)
- Reasonable Use Exception (15 – 20 hrs; 2-week review)
- Variances (15-25 hrs; 2-week review)
- Response to applicant inquiries due to Contractor's comments following quality control review by the Current Planning Manager and Development Engineering Supervisor or their designee.

Task 004 Environmental Reviews

Fee: Hourly Rate (Estimated \$66,700)

Raedeke Associates, Inc. (as a subconsultant to Blueline) will provide on-call DSE peer review services of wetland, stream, and wildlife field investigations and documentation prepared per requirements of Kitsap County environmental regulations (Titles 15, 19, 21, and 22). Expected costs for various listed services are listed below. Expected average turnaround time for completion of initial review and written comments will be 5 to 10 working days from date of receipt of maps and other technical reports or documents that may be necessary for conducting the evaluations. Written comments will consist of a brief summary of efforts on the project and tabularized list of review comments and status of applicant response. This Agreement assumes up to one round of third-party review per project submittal by applicant. Anticipated tasks include:

- Project initiation, including initial correspondence and scoping with client and project consultants;
- Review and confirmation of wetland and stream delineations. Expected cost range: \$1,000.00 to \$2,000.00;
- Review of Conceptual and Final Mitigation Plans. Expected cost range: \$1,200.00 to \$2,200.00;
- As-built Inspections. Expected cost range: \$1,200.00 to \$2,000.00.
- Other consulting services related to the Critical Areas review and inspection of development permits. Expected cost range: \$500.00 to \$1,000.00;
- Associated project administration;
- Response to applicant inquiries due to Contractor's comments following quality control review by the Current Planning Manager and Development Engineering Supervisor or their designee.
- Project expenses, including costs for travel, mileage (federal rate), faxes, reprographics, courier services and other supplies.

Primary technical staff are anticipated to be:

- Staff Scientist: Kolten T. Kusters, MS. PWS
- Tech III: Annamaria Clark, BS, WPIT
- Tech I: Will Russack, BS



EXHIBIT A – SCOPE & FEE ESTIMATE

Task 005 Management Reserve

Fee: Hourly Rate (Estimated \$20,300)

This task is for unassigned services which may be requested over the duration of the contract, such as Geotechnical Engineering or Hydrogeologist review, special projects as requested by the County not covered under the other tasks in this agreement. No funds will be used from this task unless prior authorization is provided by the County in writing to the Consultant.

General Assumptions and Notes

- Scope and fees outlined above are based on the following information (any changes to these documents may result in changes to the fees):
 - Kitsap County Request for Proposal 2020-145.
 - Scoping meeting with Blueline Team and Kitsap County March 22, 2021.
 - Project Understanding detailed on page 1 of this scope.
 - Draft scope comments provided by Kitsap County April 14, 2021.
- This proposal does not include any of the following:
 - Electrical, Traffic, or Structural Engineering.
 - Design work of any kind.
 - ROW acquisition or easement coordination/negotiation.
 - Dry utility coordination.
 - Construction Administration, Staking, or Inspection Services.
- Blueline and subconsultants will use Dude Solutions land use permitting system, with redline mark-up of PDF files using Bluebeam. Deliverables will include review comment letters addressed to the applicant and associated redlined plans in Bluebeam.
- The review timelines noted above are based on expected timeframes when receiving clean, comprehensive, complete permit application supporting materials. Review timeframes increase for projects with major errors/omissions or inconsistencies in the permit application materials.
- The review timelines noted above assume a maximum of 4 permits per week sent to Blueline and may increase if larger numbers of permits are assigned to Blueline.
- 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: \$3,000.**
- Time and expense items are based on Blueline's current hourly rates.
- 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 at an hourly rate under a new task called Client Requested Revisions. A fee estimate can be provided to the Client prior to proceeding with the revisions.



EXHIBIT A – SCOPE & FEE ESTIMATE

- Blueline reserves the right to move funds between approved Tasks 001 - 004 included in this proposal as necessary, provided the overall budget of the approved contract is not exceeded with prior approval from the County Contract Administrator.
- 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.





2021 HOURLY RATE SCHEDULE

Principal	\$215/hr
Senior Project Manager	\$205/hr
Project Manager	\$195/hr
Senior Project Engineer	\$190/hr
Project Engineer	\$185/hr
Engineer	\$165/hr
Construction Administration	\$165/hr
Construction Inspector	\$130/hr
Senior Engineering Designer	\$162/hr
Engineering Designer	\$152/hr
Senior Engineering Drafter	\$146/hr
Engineering Drafter	\$137/hr
Planning Manager	\$182/hr
Project Planner	\$165/hr
Planner	\$148/hr
Project Coordinator	\$122/hr
Permitting Technician	\$106/hr
Principal Landscape Architect	\$185/hr
Landscape Project Manager	\$162/hr
Senior Landscape Architect	\$152/hr
Project Landscape Architect	\$142/hr
Landscape Designer	\$118/hr
Landscape Technician	\$106/hr
Project Administrator	\$78/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.

2021 PLOTTING RATE SCHEDULE

11" x 17" Bond	\$0.80/sheet
18" x 24" Bond	\$3.30/sheet
22" x 34" Bond	\$3.70/sheet
24" x 36" Bond	\$3.95/sheet
30" x 42" Bond	\$4.70/sheet
36" x 48" Bond	\$5.30/sheet


Notes:

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

2021 MILEAGE RATE SCHEDULE

Mileage	\$1.00/mile
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NOTE: ALL RATES ARE EFFECTIVE JANUARY 1, 2021, ARE REVIEWED ANNUALLY, AND ARE ADJUSTED ACCORDINGLY.

	On-Call DSE Review Services	Job Number: 21-010	Prepared By: Deanna Martin, P.E.
		Date: 4/27/2021	Checked By: Eric Jensen

Task #	Base Tasks	Principal \$215/hr Hours	Project Engineer \$185/hr Hours	Engineer \$165/hr Hours	Planning Manager \$182/hr Hours	Planner \$148/hr Hours	Total Hours	Total Fee
001	Project Management	72	0	0	56	0	128	\$25,700
002	Civil Reviews	0	192	128	0	0	320	\$56,600
003	Planning Reviews	0	0	0	192	128	320	\$53,900
004	Environmental Reviews							\$66,700
005	Management Reserve							\$20,300
	Expenses							\$3,000
	Total Hours	72	192	128	248	128	768	
	Blueline Personnel	\$15,480	\$35,520	\$21,120	\$45,136	\$18,944		\$226,200



Wetland & Aquatic Sciences
 Wildlife Ecology
 Landscape Architecture

RAEDEKE ASSOCIATES, INC.
Hourly Rates and Expenses

Confidential Information
 Effective as of January 2021

HOURLY RATES	
CATEGORY	RATE
Senior Principal	\$229.00
Associate Principal	\$206.00
Senior Scientist & Planner	\$170.00
Staff Scientist & Planner	\$148.00
Technical Staff III	\$130.00
Technical Staff II	\$120.00
Technical Staff I	\$106.00
Project/ Contract Administrator	\$110.00
Technical and Admin. Support Staff	\$89.00
Field Technician	\$72.00
EXPENSES	
Direct Charges	
Vehicle Mileage	\$0.56/mile, or current Federal rate
Fax	\$0.50 per page
B & W Photocopies (Letter / 11x17)	\$0.10/\$0.20 per page
Color Photocopies (Letter / 11x17)	\$0.20/\$0.40 per page
Color Plotting (24x36)	\$12.00 per page
Direct Charges Plus 10%	
Per Diem	Courier/Express Delivery
Lodging	Postage
Travel (Airfare, Parking, Tolls, Ferry Fares)	Reproduction/Plotting Graphics
Rental Vehicle	Subcontractors
Notary Services	Field Supplies

Rate sheet - rev 12/14/20

001 Project Management		Principal	Project Engineer	Engineer	Planning Manager	Planner	Total Hours
Item #	Description	\$215/hr	\$185/hr	\$165/hr	\$182/hr	\$148/hr	
		Hours	Hours	Hours	Hours	Hours	
1	Contract Management Plan	8					8
2	Client Meetings & Coordination	8			16		24
3	Subconsultant Coordination	8			16		24
4	Internal QA/QC	16			24		40
5	Monthly Invoices	32					32
Total Hours		72	0	0	56	0	128
Total Fee		\$15,480	\$0	\$0	\$10,192	\$0	\$25,700

002 Civil Reviews		Principal	Project Engineer	Engineer	Planning Manager	Planner	Total Hours
Item #	Description	\$215/hr	\$185/hr	\$165/hr	\$182/hr	\$148/hr	
		Hours	Hours	Hours	Hours	Hours	
1	On-call 0.25 FTE for 32 wks		192	128			320
Total Hours		0	192	128	0	0	320
Total Fee		\$0	\$35,520	\$21,120	\$0	\$0	\$56,600

003 Planning Reviews		Principal	Project Engineer	Engineer	Planning Manager	Planner	Total Hours
Item #	Description	\$215/hr	\$185/hr	\$165/hr	\$182/hr	\$148/hr	
		Hours	Hours	Hours	Hours	Hours	
1	On-call 0.25 FTE for 32 wks				192	128	320
Total Hours		0	0	0	192	128	320
Total Fee		\$0	\$0	\$0	\$34,944	\$18,944	\$53,900

004 Environmental Reviews		Total Cost Raedeke	Blueline Markup	Total
Item #	Description		15%	
1	On-call 0.25 FTE for 32 wks	\$58,000	\$8,700	
Total Fee		\$58,000	\$8,700	\$66,700

005 Management Reserve		Total Cost	Total
Item #	Description		
1	Unassigned Services Reserve		\$20,290
Total Fee			\$20,290
			\$20,300