



CITY OF BLACK DIAMOND
January 21, 2010 Meeting Agenda
25510 Lawson St., Black Diamond, Washington

7:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 253-631-0351. Thank you for attending this evening.

PUBLIC HEARINGS: None

APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS: None

UNFINISHED BUSINESS:

1.) AB10-006A – Resolution Authorizing Technical Services Agreement with RH2 Mr. Boettcher

NEW BUSINESS:

2.) AB10-007 – Resolution Authorizing Bid for Railroad Avenue Street Improvement Project Mr. Boettcher

3.) AB10-008 – Resolution Authorizing Supplement #1 to Gray and Osborne Contract Morgan Street Sidewalk Project Mr. Boettcher

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

ATTORNEY REPORT:

PUBLIC COMMENTS:

CONSENT AGENDA:

4.) Claim Checks – January 21, 2010 No. 35055 through No. 35128 in the amount of \$167,275.24

5.) Payroll Checks – December 2009, No. 16732 through No. 16819 (voided checks 16733, 16734, 16745, 16768) in the amount of \$282,273.48

6.) Minutes –Council Meeting of January 7, 2010

EXECUTIVE SESSION:

ADJOURNMENT:

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 10-666, authorizing a contract with RH2 Engineering to review the Master Planned Development with an emphasis on water and sewer	Agenda Date: January 21, 2010		AB10-006A
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator –		
	City Attorney –		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police –		
Cost Impact \$18,000	Court – Kaaren Woods		
Fund Source: reimbursable through MPD			
Timeline: Early to mid February 2010			
Attachments: Resolution No. 10-666, Contract, Staff Report, Exhibit A and Exhibit B, Letter to PacWest			
SUMMARY STATEMENT: See attached documents.			
COMMITTEE REVIEW AND RECOMMENDATION: The Public Works Committee has reviewed this action on January 12, 2010 and is recommending approval.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 10-666, authorizing the Mayor to execute the attached contract with RH2 for Technical Review Services of the Lawson Hill and Villages Master Planned Development Applications with respect to water and sewer not to exceed \$18,000.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
January 21, 2010			

RESOLUTION NO. 10-666

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING A CONTRACT WITH RH2 ENGINEERING
FOR TECHNICAL REVIEW SERVICES OF THE LAWSON
HILLS AND VILLAGES MASTER PLANNED
DEVELOPMENT APPLICATIONS**

WHEREAS, the City does not have the staff level or the full range of expertise to provide comprehensive and timely review of the Lawson Hills and Villages Master Planned Development Applications; and

WHEREAS, RH2 has been determined to be the most qualified consultant to efficiently review the Master Planned Developments with respect to water and sewer infrastructure and provide a high level of experience with Master Planned Development agreement negotiations and project implementation; and

WHEREAS, the Master Planned Development codes provide for reimbursement of costs associated with the review of the applications;

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

Section 1. The Mayor is authorized to execute a contract with RH2 Engineering to provide Technical Review Services of the Lawson Hills and Villages Master Planned Development applications with respect to water and sewer as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF JANUARY, 2010.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated January 11, 2010 and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")

24301 Roberts Drive

Black Diamond, WA 98010

Contact: Seth Boettcher, Public Works Director Phone: 360-886-2560 Fax : 360-886-2592

and

RH2 Engineering, Inc. ("Consultant")

12100 NE 195th Street Suite 100

Bothell, WA 98011

Contact: Dan Ervin, P.E. Phone: 425-951-5400 Fax: 425-398-2774

Tax Id No.: 91-1108443

for professional services in connection with the following project:

Master Planning Development Assistance. Scope of services is outlined in Exhibit A – Scope of Work.

TERMS AND CONDITIONS

1. Services by Consultant

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

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

2. Schedule of Work

2.1 Consultant shall perform the services described in the Scope of Work prior to February 1, 2010 (or as amended by City).

2.2 Time is of the essence as to the work provided in the Scope of Work. Consultant will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If

factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon email authorization.

3. Compensation

TIME AND MATERIALS. Compensation for the services provided in the Scope of Work shall be on a time and materials basis not to exceed \$18,000 according to the schedule of billing rates and reimbursable expenses attached hereto as Exhibit "B."

4. Payment

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

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

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

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

5. Discrimination and Compliance with Laws

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

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

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

6. Suspension and Termination of Agreement

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

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

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

8. Ownership of Work Product

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

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

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

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

10. Insurance

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

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

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

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

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

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

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

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

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

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

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

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

11. Assigning or Subcontracting

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

12. Independent Contractor

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors.

13. Notice

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: City Administrator
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010
Fax: 360-886-2592

With a copy to: City Attorney
Noel Treat
Kenyon Disend, PLLC
Issaquah, WA 98027-3820
Fax: 425-392-7071

Consultant: Dan Ervin, P.E.
RH2 Engineering, Inc
12100 NE 195th Street Suite 100
Bothell, WA 98011
Fax: 425-398-2774

14. Disputes

14.1 Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

15. Attorney Fees

15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

16. General Administration and Management on Behalf of the City

16.1 The City Administrator for the City, or his designee, shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant.

17. Extent of Agreement/Modification

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

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

Rebecca Olness

Its: Mayor

Date: _____

By: _____

Printed Name: _____

Its: _____

Date: _____

Attest:

By:

Brenda L. Martinez

City Clerk

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City of Black Diamond
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Black Diamond, WA 98010
Fax: 360-886-2592

With a copy to: City Attorney
Noel Treat
Kenyon Disend, PLLC
Issaquah, WA 98027-3820
Fax: 425-392-7071

Consultant: Dan Ervin, P.E.
RH2 Engineering, Inc
12100 NE 195th Street Suite 100
Bothell, WA 98011
Fax: 425-398-2774

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15.1 In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

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17. Extent of Agreement/Modification

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

CITY OF BLACK DIAMOND

By: Rebecca Olness
Rebecca Olness

Its: Mayor

Date: January 11, 2010

CONSULTANT

By: [Signature]
Printed Name: DAN ERVINY
Its: VICE PRESIDENT

Date: 1.13.10

Attest:

By: Brenda L. Martinez
Brenda L. Martinez
City Clerk

Staff Report

Prior Actions:

As noted in the letter above the City has terminated the contract with PacWest for the Master Planned Development review assistance and now needs another firm to fill the technical review assistance gap for the Master Planned Development review process. In order to provide the City staff with feed back on the Master Planned Developments as soon as practicable the Mayor has authorized an initial kick off contract up to \$7500. This contract before the council terminates and replaces the kick off contract.

Selection Process

Using the Municipal Research Services prequalified list of professional service providers, the staff went through a three step screening and evaluation process selecting RH2. RH2 has a strong background in water and sewer systems engineering and planning. Dan Irvin of RH2 has been in a lead role representing the City of Issaquah with regard to the Issaquah Highland Project and the Talus project. This Master Planned Development Experience is needed in the review process.

Strategy

It is the City's intent to have RH2 collaborate their efforts with Parametrix for the most effect assistance in the review process. This is a review contract with a primary purpose of establishing a Master Planned Development applications with conditions that will provide the City a good basis for negotiating a reasonable Development Agreement. As the review progresses there may be particular items of concern that may require technical research and or modeling. The City has received the computer models for our water system from PacWest.

Yarrow Bay

Although this review contract is a City decision, Yarrow Bay has previously agreed to support the review process with some outside assistance. Yarrow Bay has made no objection to the engineer selection, the amount of the contract or the scope of services.

Budget

This review assistance will be a reimburseable cost as authorized through our Master Planned Development Ordinance.

Exhibit A

Scope of Work

Yarrow Bay Communities is beginning the development proposal process for two Master Planned Communities currently known as Lawson Hills and the Villages. The Master Planned Development applications have been received by the City and are currently being reviewed. This Agreement is for Consultant's professional advice and assistance to the City staff, executive office and Council to determine if the Master Planned Development Applications provide a good base for the City to begin negotiating a reasonable development agreement that will be consistent with current existing laws, policies, city codes, comprehensive plans (some in draft form) and construction standards. The Consultant's work product will include review of documents, meetings and discussions with staff, production of written reports/summaries (both formal and informal), and other products requested by the City. This Scope of Work and Agreement replace that Agreement executed by Consultant on January 11, 2010, which is hereby mutually terminated without cost to either party.

The Consultant will meet with staff and review various City documents and codes as necessary to become familiar with the project and its impacts. This will include, but not be limited to, Consultant review of comprehensive plans (City, water, and sewer), the Final Environmental Impact Statement and Master Planned Development Applications (particularly chapters 1, 2, 3, 7, 8, 9, 10 and 13).

Consultant will prepare summaries of its review and research and identify areas of inconsistency with code or planning documents, ambiguity and other areas of concern with respect to the applications and related issues. Consultant will recommend changes or conditions to the MPD application or topics for inclusion in the future Development Agreement to address such issues. Consultant will also identify information and topics that might be unnecessary (if any) and information, conditions, or topics that might be missing (if any) and recommend text or procedures to address the potential problems. On a weekly basis Consultant will e-mail the City a memo describing the activities worked on that week and an estimate of the time charged.

Consultant will meet regularly with City staff and perform such additional work requested by the City to respond to the services desired.

EXHIBIT B
RH2 Engineering
SCHEDULE OF RATES AND CHARGES

2010 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$188.00	Technician	IV	\$120.00
Professional	VIII	\$188.00	Technician	III	\$112.00
Professional	VII	\$180.00	Technician	II	\$83.00
			Technician	I	\$78.00
Professional	VI	\$167.00			
Professional	V	\$159.00	Administrative	V	\$111.00
Professional	IV	\$149.00	Administrative	IV	\$93.00
			Administrative	III	\$79.00
Professional	III	\$139.00	Administrative	II	\$64.00
Professional	II	\$130.00	Administrative	I	\$54.00
Professional	I	\$118.00			

IN-HOUSE SERVICES

In-house copies (each)	8 1/2" X 11"	\$0.07	CAD Plots	Large	\$10.00
In-house copies (each)	8 1/2" X 14"	\$0.08	CAD Plots	Full Size	\$5.00
In-house copies (each)	11" X 17"	\$0.14	CAD Plots	Half Size	\$2.00
In-house copies (color) (each)	8 1/2" X 11"	\$0.85	GIS System	Per Hour	\$10.00
In-house copies (color) (each)	8 1/2" X 14"	\$1.50	GIS Plots	Per Plot	\$5.00
In-house copies (color) (each)	11 X 17"	\$1.70	In-house Computer	Per Hour	\$9.00
FAX (each sheet)		\$1.00	Mileage	Per Mile	\$0.50
In-house CAD System	Per Hour	\$25.00	Digital Camera	Per Day	\$10.00
			Digital Camera	Per Week	\$30.00
			Digital Camera	Per Month	\$90.00

*Note: At project completion all digital photos can be supplied to the client on CD, upon request.

PURCHASED SERVICES

All subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current, most recent schedule of hourly rates are used for billing purposes. Payment for work accomplished shall be on the basis of hourly rates in effect at the time of billing plus direct expenses and outside services as stated in this Exhibit.



CITY OF BLACK DIAMOND

24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Phone: (360) 886-2560
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

December 29, 2009

Brandon Smith, PE
PacWest Engineering LLC
5009 Pacific Highway E, Unit 9-0
Fife, WA 98424

Re: MPD Review

Dear Brandon:

As you know we are in the process of wrapping up several contracts with PacWest. Thank you for your excellent work over these past two years. Looking toward the future, we are anticipating hiring a new consultant or consultants to provide us with water, sewer and stormwater consulting services.

Considering this transition, we would like to terminate the MPD review contract and shift to another firm right away for future continuity through the MPD review process with Yarrow Bay. This letter is to formally give you notice of terminating the MPD review contract.

Let me know if there is any issue with closing this project out. I understand that there may be some time charged for close out costs according to our contract with you and that 10 days were set as a reasonable time.

Thank you for your good service on this project.

Sincerely,

CITY OF BLACK DIAMOND

Seth Boettcher
Public Works Director

Cc: Brenda Martinez, City Clerk
Andy Williamson, Economic Development Director

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 10-667, awarding J.R. Hayes & Sons the bid for the Railroad Avenue Street Improvement Project	Agenda Date: January 21, 2010		AB10-007
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator ---		
	City Attorney – Noel Treat		
	City Clerk – Brenda L. Martinez		X
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
Cost Impact: \$676,731.89			
Fund Source: Street Capital budget			
Timeline: Project to be substantially complete by Memorial Day			
Attachments: Resolution No. 10-667, Contract, Copy of Bid, Bid Tabulation			
SUMMARY STATEMENTS See attached Staff Report			
COMMITTEE REVIEW AND RECOMMENDATION: Committee reviewed 1-12-2010			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 10-667, authorizing the Mayor to sign a \$676,731.89 contract with J.R. Hayes & Sons for the Railroad Avenue Street Improvement Project and authorize an additional \$70,000 to cover potential change orders.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
January 21, 2010			

RESOLUTION NO. 10-667

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AWARDING THE LOW BID ON THE RAILROAD AVENUE
STREET IMPROVEMENT PROJECT TO J.R. HAYES AND
SONS**

WHEREAS, the City received a Transportation Improvement Board grant for the Railroad Avenue Street Improvement Project in the amount of \$967,943; and

WHEREAS, the City has planned and budgeted for the Railroad Avenue Reconstruction; and

WHEREAS, the City has coordinated the design and preparation of the plans specification and contract documents with Hammond Collier Wade and Livingstone, our engineering consultant; and

WHEREAS, the City has received bids on December 22, 2009; and

WHEREAS, J.R. Hayes and Sons was the low bidder and has met all conditions of providing a responsible bid,

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

Section 1. The Mayor is hereby authorized to execute a contract with J.R. Hayes and Sons in the amount of \$676,731.89 for the construction of the Railroad Avenue Street Improvement Project as attached hereto as Exhibit A.

Section 2. City Council authorizes additional expenditures of up to \$70,000 to cover any change orders that may come up during the construction with the condition that the Council be made aware of change orders as they come up.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF JANUARY, 2010.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

CONTRACT

THIS AGREEMENT, made in three (3) copies, each of which shall be deemed original, and entered into as of the date hereinafter affixed, by and between **City of Black Diamond**, hereinafter called the Owner, and **J.R. Hayes & Sons**, hereinafter called the Contractor,

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

- I. **Name of Project.** This Contract is for a public works project known generally as the RAILROAD AVENUE PROJECT (the "Project").
- II. **Parties.** This Contract is voluntarily and knowingly entered into by and between the City of Black Diamond, King County, Washington, a municipal corporation ("City"), and **J.R. Hayes & Sons**, ("Contractor"), collectively, "the Parties."
- III. **Contract Documents.** The following documents are incorporated by reference and made a part of this Contract ("Contract Documents"):
 - A. Invitation to Bid.
 - B. Information for Bidders.
 - C. Contractor's Bid Form.
 - D. Washington State Department of Transportation 2008 Standard Specifications for Road, Bridge and Municipal Construction.
 - E. Amendments to Standard Specifications.
 - E. Special Provisions.
 - F. Standard Plans.
 - G. Project Sign Requirements.
 - H. Project Plans.
 - I. Performance and Payment Bond
 - J. Addenda.
- IV. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile. It is the responsibility of Contractor to notify City in writing if any of the contact information appearing below should change. Any notices required to be given by the City to Contractor or by Contractor to City shall be in writing and delivered to the parties at the following addresses:

CITY:
CITY OF BLACK DIAMOND
P.O. Box 599 – 24301 Roberts Drive

CONTRACTOR:
J.R. Hayes & Sons
22430 SE 231st Street

Black Diamond, Washington 98010
Contact: Public Works Director
Phone: (253) 886-2560
Fax: (360) 886-2592

Maple Valley, WA 98038
Tax I.D. # 600-020-786
Contact: Nick P. Hayes
Phone: (425)392-5722
Fax: _____

V. Obligations of Contractor. In consideration of the mutual promises and obligations of the parties contained herein and incorporated by reference, Contractor expressly agrees to the following terms and conditions.

A. In general.

- (1) Responsible for all labor. Contractor agrees and understands that he shall be solely responsible for furnishing all labor necessary to complete the Project in accordance with the Contract Documents
- (2) Responsible for performing all work. Contractor agrees and understands that he shall be solely responsible for performing all work necessary to complete the Project in accordance with the Contract Documents.
- (3) Responsible for furnishing all materials and equipment. Contractor agrees and understands that he shall be solely responsible for furnishing all materials and equipment necessary to complete the Project in accordance with the Contract Documents, except for any materials expressly agreed in writing to be provided by City.

B. Work Performance.

- (1) Prevailing wages. Contractor agrees and understands that prevailing wages, as that term is defined under the laws of the State of Washington, shall be paid for all work performed on this Project by Contractor and by Contractor's subcontractors and agents.
- (2) Approved Plans & Specifications to be followed. Contractor agrees that all work is to be performed to the City's satisfaction and in compliance with the Contract Documents.

C. Non-Discrimination.

- (1) Contractor agrees that it, and its subcontractors and other agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except

where the condition constitutes a bona fide occupational qualification under law.

- (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

VI. Responsibility Criteria and Verification by Contractor. Pursuant to Chapter 39.04 RCW, the following requirements must be included in any public works contract:

A. Responsibility Criteria.

Eligibility to be awarded contract. To be awarded this public works contract, the Contractor hereby certifies that Contractor meets the following responsibility criteria:

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

- B. Requirement to verify subcontractors.** Contractor must verify the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every public works contract and subcontract of every tier.

VII. Insurance

- A. Type of coverage required.** Prior to performing any work under this Contract, Contractor shall procure and maintain insurance in the types and amounts described in Contract Documents.

- B. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subcontractors or agents who are not otherwise covered by Contractor's insurance to the amounts required herein, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.
- C. Lack of insurance grounds for termination of contract. Failure of Contractor to procure and maintain insurance as required herein shall be grounds for immediate termination of this Contract by City.
- D. Title 51 Industrial Insurance Waived. The parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW Industrial Insurance Law.

VIII. Claims for damages.

- A. Excluded situations. City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of the Standard Specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in Contract Specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.

IX. Compensation.

- A. See Bid Schedule. Contractor shall be compensated for work performed under this Contract as set forth in the Contractor's Bid Form B.
Payment of Taxes. Contractor shall be solely responsible for

withholding and payment of any and all taxes owed on compensation received from City under this Contract.

- X. Remedies.** The parties shall have all remedies available at law or equity upon a party's default or failure to perform as required under this Contract.
- XI. Entire agreement.** This Contract, and all attachments, exhibits, or other documents incorporated to it by reference, constitutes the entire agreement of the parties and supersedes any other understandings, verbal or written.
- XII. Modification.** The terms and conditions of this Contract, and all attachments, exhibit, or other documents incorporated to it by reference, cannot be modified unless expressly agreed in writing by City.
- XIII. Severability.** Should any provision of this Contract be prohibited or unenforceable in any jurisdiction, such ruling shall not invalidate the remaining provisions nor affect the validity or enforceability of the provision at issue in any other jurisdiction.
- XIV. Governing law and venue.** This Contract will be governed by and construed in accordance with the local laws of the State of Washington, without consideration of such state's conflict of law rules. Any action brought pursuant to or arising from this agreement must be filed in King County, Washington.

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES TO BE BOUND BY THEM.

CONTRACTOR:

By: _____

Print name:

Title: _____

Date: _____

CITY OF BLACK DIAMOND

By: Rebecca Olness _____

Title: Mayor

Date: _____

NOTE: MUST BE SIGNED & DATED BY ALL PARTIES

REPRESENTATIVE ACKNOWLEDGMENT – of Contractor

STATE OF WASHINGTON)

: ss.

County of King)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument and acknowledged it as the (job title or authority to sign) _____ of (Contractor) _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated: _____

Signature of Notary Public

Notary (print name)

Residing at _____

My appointment expires: _____

REPRESENTATIVE ACKNOWLEDGMENT – of City

STATE OF WASHINGTON)

: ss.

County of King)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument and acknowledged it as the (job title or authority to sign) _____ of the City of Black Diamond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of Notary Public

Notary (print name)

Residing at _____

My appointment expires: _____

INDEMNIFICATION ADDENDUM

_____ (hereinafter called Contractor) agrees to defend, indemnify and hold the City of Black Diamond (hereinafter called City) and Hammond Collier Wade Livingstone (hereinafter called Consultant) harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by Contractor or contractor's agents or employees to the fullest extent permitted by law and subject to the limitations provided below.

Contractor's duty to indemnify City and Consultant shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of City or city's agents or employees.

Contractor's duty to indemnify City and Consultant for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) City's agents or employees, and (b) Contractor or contractor's agents or employees, shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this subcontract shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers 'compensation acts, disability benefits acts, or other employee benefits acts; provided Contractors waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by City and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

Contractor's duty to defend, indemnify and hold City and their Consultant harmless shall include as to all claims, demands, losses and liability to which it applies, City's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS
MUTUALLY NEGOTIATED.

Dated: _____

Dated: _____

City: City of Black Diamond

Contractor:

By: _____

By: _____

Title: _____

Title _____

CONTRACT BOND (PERFORMANCE AND PAYMENT BOND)

Bond to the City of Black Diamond

Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____
as Principal, and

_____ a corporation, organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to the **City of Black Diamond** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the City of Black Diamond.

Dated at _____, Washington, this ____ day of _____, 20__.

The conditions of the above obligation are such that:

WHEREAS, the City of Black Diamond has let or is about to let to the said _____ the above bounded Principal, a certain contract, the said contract being numbered _____, and providing for _____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth; now, therefore,

If the said Principal, _____, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Black Diamond harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the City of Black Diamond, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Executed at _____, Washington this ____ day of _____, 20____.

Principal

Surety

Signature of Authorized Official

By _____
Signature of Authorized Official

Title
Attorney)

Attorney in Fact (Attach Power of

Name and address of local Office of agent
and/or Surety Company:

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

Staff Report

Railroad Ave Bid Award

Bid Process: The City advertised for three weeks before Christmas and opened bids on December 22nd. We received 23 bids. J.R. Hayes & Sons was the low bidder at \$676,731.89 including additive alternate A-1. The engineer's estimate was \$906,103.50.

Project budget info.

Budget Funding	\$1,200,000	TIB Grant of \$967,943 + Real Estate Excise Tax + potential storm water funding
Less	\$117,751	Design engineering by HCWL
Less	\$700	City Attorney charges
Less	\$12,300	Right-of-way expenses
Less	\$2000	Miscellaneous expenses
Balance	\$1,067,249	Available for Construction
Less	\$676,731.89	JR Hayes & sons bid amount
Less	\$140,000	Services and expenses during construction
Less	\$30,000	Potentially for street lights
Less	\$70,000	Contingency for change orders
Balance	\$150,517.11	Under Budget

Although the project is under budget the project expenses as they are will fully utilize the Transportation Improvement Board funds. Adding any additional work to the project will use City funds.

Contractor

The city staff contacted other cities that have used JR Hayes & Sons as a contractor and found that they have completed their projects in a reasonable manner. They are a local firm that has been in business in Maple Valley for many years. City staff and the PW Committee reviewed sample decorative concrete projects completed by the sidewalk subcontractor and have found their quality of work acceptable.

Schedule

Once the contractor has submitted all of the bonds, insurance and required paperwork; the city will issue a notice to proceed approximately the second week of February 2010. The project is expected to be substantially complete by Memorial Day.

Street Lights

The Public Works Committee would like to hold off on awarding the street light additive alternate to allow more time to see if they can find a LED Street light fixture that will match or is compatible with the pole and fixture selection. The street light additive alternate could be awarded at a later date.

INVITATION TO BID

RAILROAD AVENUE PROJECT

CITY OF BLACK DIAMOND

Sealed bids will be received by the City of Black Diamond, at the Office of the City Clerk, located in Black Diamond City Hall, P.O. Box 599, 24301 Roberts Drive, Black Diamond, WA 98010, until 10:00 a.m. on Tuesday, December 22, 2009, and no later, and will then and there be opened and publicly read aloud for the construction of the improvements.

This contract provides for the construction of approximately 1,150 LF of roadway improvements within the right-of-way of Railroad Avenue. Work includes, but is not limited to, the following: curb, gutter, sidewalks, driveway approaches, storm drainage, asphalt concrete pavement, street illumination system, fencing, and all other necessary work to complete the project as specified and shown in the Contract Documents.

Plans, specifications, addenda, and plan holders list for this project are available to download, view, and print for free on-line through Builders Exchange of Washington's online plan center at www.bxwa.com. Click On: "Posted Projects"; "Public Works"; "City of Black Diamond, WA." Bidders are encouraged to "Register as a bidder" to receive automatic e-mail notifications of future addenda and to be placed on the "Bidders List." Contact Builders Exchange of Washington at (425) 258-1303 should you require further assistance. Informational copies of any available maps, plans, and specifications are on file for inspection at the office of the Black Diamond Public Works Director (360) 886-2560.

Bidders shall be qualified for the type of work proposed. A Bidder's Construction Experience form is included in the Contract Provisions.

All bid proposals shall be submitted on the prescribed Bid Forms and in the manner as stated in this advertisement and in the Bid Documents, and said bid shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, postal money order, or surety bond in an amount equal to five percent (5%) of the amount of bid. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Black Diamond. Faxed bids and/or surety bonds will not be accepted.

Bids must be submitted in a sealed envelope with the outside clearly marked with the bid opening date and time, the project name and number as it appears in this advertisement, and the name, address, and license number of the bidder. Bids shall be addressed to the City Clerk, City of Black Diamond, P.O. Box 599, 24301 Roberts Drive, Black Diamond, WA 98010.

The City of Black Diamond reserves the right to determine and may waive any informalities or minor defects or reject any and all bids. The City of Black Diamond reserves the right to determine the lowest responsible bidder based on factors other than price, including but not limited to the following: liability exposure, references and past performance, history of claims with other agencies on similar projects, inadequate or ambiguous specifications, revised specifications, lowest responsible bid deemed not best price obtainable, bids not independently arrived or submitted in

bad faith (i.e. price fixing), a determination made that all necessary requirements of bid process have not been met, insufficient competition, and other claims or indications that cancellation or rejection of all bids is clearly in the best interest of the City. The City of Black diamond expressly reserves the right to accept the bids and award contracts to responsible bidders which are in the best interest of the city, to postpone the acceptance of the bid and the award of contract for a period not to exceed 30 days, or reject any and all bids received and to waive irregularities in the bid or in the bidding.

No bidder may withdraw their bid after the hour set for the opening thereof or before award of contract, unless said award is delayed for a period exceeding sixty (60) days.

The following is applicable to the Railroad Avenue project.

The City of Black Diamond hereby notifies all bidders that it will affirmatively ensure that, in any contracts entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

First Publication:	The Voice of the Valley:	December 1, 2009
	Daily Journal of Commerce:	December 1, 2009
Second Publication:	The Voice of the Valley:	December 8, 2009
	Daily Journal of Commerce:	December 8, 2009
Third Publication:	The Voice of the Valley:	December 15, 2009

INFORMATION FOR BIDDERS

This Information for Bidders and the Advertisement for Bids are hereby made a part of the Contract Documents.

The following supplements the information in the Advertisement of Bids:

1. Bidding Requirements

Sealed bids will be received by the City of Black Diamond at the time, date, and location set forth in the Invitation to Bid, or as amended through addendum, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope addressed to City of Black Diamond. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Railroad Avenue Project. The envelope should bear on the outside the name of the BIDDER, address, license number if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City at the above address.

All BIDS must be made on the required PROPOSAL FORM. All blank spaces for BID prices must be filled in, in ink or typewritten, and the PROPOSAL FORM must be fully completed and executed when submitted. Only one copy of the PROPOSAL FORM is required.

The City may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City and the BIDDER.

Before submitting their proposal, the BIDDER shall examine the site of the work and review the drawings and specifications including ADDENDA and ascertain for themselves the work required and all of the physical conditions in relation thereto. Failure to take this precaution will not release the successful BIDDER from entering into contracts nor excuse the BIDDER from performing the work in strict accordance with the terms of the contract. No verbal statement made by any officer, agent, or employee of the City, in relation to the physical conditions pertaining to the site of the work, will be binding on the City during the gathering of information for proposal preparation by each BIDDER. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve them from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID deposit payable to the City for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the City will return the

deposits of all except the three lowest responsible BIDDERS. When the Agreement is executed, the deposits of the two remaining unsuccessful BIDDERS will be returned. A certified check may be used in lieu of a BID bond.

Attorneys-in-fact who sign bid bond and contract bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the contract bond within ten (10) calendar days after the date on the NOTICE OF AWARD. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the BIDDER to execute the Agreement, the City shall consider the BIDDER in default, in which case the BID deposit accompanying the bid shall become the property of the City.

The City, within ten (10) calendar days of receipt of acceptable bond and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the City not execute the Agreement within such period, the BIDDER may by written notice withdraw the signed Agreement. Such notice or withdrawal shall be effective upon receipt of the notice by the City.

CONTRACTOR shall not commence work until a NOTICE TO PROCEED has been issued by the City.

The City may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the City, in the City's discretion, that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made as a whole to one BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

The low BIDDER must supply the names and addresses of major material suppliers and subcontractors when requested to do so by the City.

The Consulting Engineer is Hammond Collier Wade Livingstone, Kenneth Gunther, PE. The address is 7502 Lakewood DR W, Suite D, Lakewood, WA 98499. Mr. Gunther is available to answer questions during the advertisement period at 253-472-1992.

2. Sales Tax

The City agrees to pay Washington State retail sales tax to the bidder as set forth in Section 1-07.2.(1) of the WSDOT Division 1 Standard Specifications. The Bidder, therefore, shall include sales tax in all unit bid prices or other contract amounts.

3. Examination of Contract Provisions, Plans, Specifications, and Site

Before submitting a bid, the Contractor shall carefully examine each component of the Contract Provisions prepared for the work and any other available supporting data so as to be thoroughly familiar with all of the requirements. However, the City and engineer will not assume responsibility for variations of subsoil quality or condition at locations other than places shown and at the time investigation was made (if any). The availability of this information shall not relieve the bidder of his/her/its duty to examine the project site nor of any responsibility under the Contract.

The bidder shall make an alert, "heads-up, eyes-open" reasonable examination of the project site and conditions including but not limited to; current site topography; soil and moisture conditions; possibility of sandstone and other rock that may be encountered; traffic conditions; underground obstructions; public and private utilities; the availability and cost of labor; and available facilities for transportation, and handling and storage of materials and equipment.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and review of the specifications, including addenda. The Bidder shall promptly notify the Engineer of any discovered conflicts, ambiguities, or discrepancies in or between, or omissions from the Bid Documents. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of the work, or of the nature of the work, to be done. Nor shall the Bidder assert that there was a misunderstanding concerning the materials to be used in the work.

Questions received less than two (2) days prior to the date of bid opening may not be answered. Any interpretation or correction of the Bid Documents will be made only by Addendum, and a copy or notification of such Addendum will be mailed or delivered to each person receiving a set of such Bid Documents. The Owner will not be responsible for any other explanation or interpretation of the Bid Documents. *No oral interpretation of any provision in this Bid Document will be made to any Bidder.*

4. Wages

Washington State Prevailing Wage rates apply to this project. **The Owner requires strict adherence to, and will monitor compliance with, applicable wage rates. Weekly certified payrolls are required.** All contractors are responsible for payment of prevailing wages to all "workers employed directly upon the site of the work" under the contract. All Contractors shall provide weekly certified payroll reports that are complete and comply with State law and conditions set out in the Contract Documents. The Contractor is also responsible for all compliance to the above requirements of all Subcontractors. All contractors shall complete and provide all Owner required documentation and forms. **Non-compliance with the above requirements will result in denial of the Contractor's application for payment. No exceptions will be made.**

5. Special Schedule Considerations/Sequencing of Work

To reduce the impact of the construction project on local businesses, the Contractor will be limited to the following hours of work: Monday – Thursday from 7:00 a.m. to 6:00 p.m. Work outside of these hours will require approval by the City Engineer.

The Contractor shall review the schedule of work with the City to demonstrate how they can minimize the impact to businesses and preserve access and parking during construction.

The project must be physically complete on or before May 27, 2010.

6. Award of Contract

If the Bidder is notified of the acceptance of this bid within thirty (30) calendar days of the date set for opening bids, or any time thereafter before this bid is withdrawn, the Bidder shall execute a contract for the work, in the standard form of the contract noted in the specifications, for a compensation computed from the sums stipulated in the Bid Form and furnish insurance, performance, and payment bonds as stipulated. The successful Bidder, within ten (10) calendar days after the award date, shall return the signed City-prepared contract, all required certificates of insurance, and a satisfactory contract bond. The City within twenty (20) calendar days of receipt of acceptable contract bond and contract signed by the party to whom the contract was awarded, shall sign the contract and return to such party an executed duplicate of the contract. Should there be reasons why the City cannot return the contract within such period, the time may be extended by mutual agreement of the City and the Contractor. Should the City not execute the contract within such period, the Bidder may, by written notice, withdraw its signed contract. Such notice of withdrawal shall be effective upon receipt of the notice by the City.

Failure to execute the contract or return the insurance certificate and bond, or failure to provide Disadvantaged, Minority, or Women's Business Enterprise information if required in the contract shall result in forfeiture of the proposal bond (bid bond) or deposit of the Bidder.

The notice to proceed shall be issued within ten (10) calendar days of the execution of the contract by the City. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the City and the Contractor. If the notice to proceed has not been issued within ten (10) calendar days or within the period mutually agreed upon, the Contractor may terminate the contract without further liability on the part of either party.

The contract, when endorsed by the Mayor, together with all bid documents, Standard Specifications, Special Provisions, Addenda and plans, shall become a contract binding on both parties whereby the Bidder agrees to perform the complete contract work, as specified, and the City agrees to make payment to the Bidder, as specified for the completed and accepted work.

7. Property Issues

All Bidders shall base their bids upon full restoration of all property within the right-of-way and construction limits, and wherever Bidder will have "right of entry." The easements and right of entry documents that have been acquired are available for inspection and review. The Bidder is advised to review the conditions of the permits, easements, and rights of entry, as he shall be required to comply with all conditions at no additional cost to the City. All other permits, licenses,

etc., shall be the responsibility of the Bidder. The Bidder shall comply with the requirements of each.

8. Hazardous Materials

The Contractor shall inform the City concerning any chemical hazard that the Contractor may bring to the City's workplace, and the Contractor shall comply with all applicable local, state and federal laws relating to hazardous chemicals.

9. Legal Holidays

The following calendar days are considered non-working holidays for the City of Black Diamond:

State Legal Holiday Names	2010 Holiday Dates
New Year's Day	January 1, 2010 (Friday)
Martin Luther King Jr.'s Birthday	January 18, 2010 (Monday)
Presidents' Day	February 15, 2010 (Monday)
Memorial Day	May 31, 2010 (Monday)
Independence Day	July 5, 2010 (Monday)
Labor Day	September 6, 2010 (Monday)
Veterans' Day	November 11, 2010 (Thursday)
Thanksgiving Day	November 25, 2010 (Thursday)
Day Immediately Following Thanksgiving	November 26, 2010 (Friday)
Christmas Day	December 24, 2010 (Friday)

10. Labor and Equipment Submittal

The contractor in the first submittal process must submit labor rates proposed to be used in the event of force account work or extra work (EWO). The contractor also must submit all equipment with model numbers and the AGC Blue Book Rate Sheet attached that is to be used on this project. No EWO or force account work will be paid until this labor and equipment submittal is approved by the Engineer.

BIDDER'S CHECKLIST

1. ✓ Have you included all information required in the Statement of Qualifications and Bid Form?
2. ✓ Have you entered a bid amount for all items and all schedules?
3. ✓ Have you enclosed a bid bond or certified check with your bid? (Must be at least 5% of the total amount bid.)
4. ✓ Have you acknowledged receipt of addenda?
5. ✓ Has the proposal been properly completed and signed?
6. ✓ Have you completed the Anti-Discrimination Certificate?
7. ✓ Have you completed the Non-collusion Declaration?
8. ✓ Have you completed the Listing of Sub-contractors form?
9. ✓ Bid proposal to be submitted in a sealed envelope marked "Bid Enclosed" for **Railroad Avenue Project**.

STATEMENT OF BIDDER'S QUALIFICATIONS

Attach additional sheets as necessary to fully provide the information required.

Name of Bidder: J.R. HAYES & SONS, INC.

Address of Bidder: 22430 SE 231st St

<u>MAPLE VALLEY</u>	<u>WA</u>	<u>98038</u>
<i>City</i>	<i>State</i>	<i>Zip Code</i>

Contractor's License No.: JRHAYSI145J3 WA State UBI No.: 600 020 786

License Bond Registration No.: # 104279394 Dept. of L&I Worker's
Comp. Acct. No.: 343,869-00 4

Dept. of Empl. Security Acct. No.: 586771-00-0 WA State Excise Tax Reg. No.: 600 020 786

Bidder is a(n): ☐ Individual ☐ Partnership ☐ Joint Venture ☒ Inc. in the State of WA

List business names used by Bidder during the past 10 years if different from above:

N/A

Bidder has been in business continuously from 1985 (year)

Bank Reference: <u>FIRST MUTUAL</u>	<u>SAMUEL HENRY, VP</u>	<u>206-654-9413</u>
<i>Bank</i>	<i>Account Officer</i>	<i>Phone</i>

Number of full-time employees: AVERAGE 50

Number of projects completed in the past 10 years: 109

Bidder has had experience in work comparable to that required for this Project:

As a prime contractor for 24 years.

As a subcontractor for 24 years.

List the following required supervisory personnel to be employed by the Bidder and available to work on this project (Project Manager, Office Manager, Project Engineer, Principal Foreman, and Superintendent):

Name	Title	How long w/Bidder
JEFF ROCKEY	SENIOR PROJECT MANAGER	4 YEARS
DAN ENGELKE	SUPERINTENDENT	20 YEARS
LISA MCKENNEY	OFFICE MANAGER	10 YEARS
TONI OLANDER	PROJECT ENGINEER	7 YEARS
STUART WALSTAD	FOREMAN	22 YEARS

MUST ACCOMPANY EACH BID

List all those projects of similar nature and size completed by Bidder within the past 10 years. **Include a reference for each.** For the purpose of this responsibility determination, Bidder must have experience with installing over 300 linear feet of 12-inch ductile iron water main. Bidder must have at least 10 years experience working on projects of similar nature and size. References must demonstrate Bidder's ability to manage quality control, safety record, timeliness of performance, use of skilled personnel, management of subcontractors, availability of and use of appropriate equipment, compliance with contract documents, and management of submittals process and change orders.

Project Name	Year Completed	Contract Amount	Reference Name & Phone
<u>SEE ATTACHED JOB EXPERIENCE LIST</u>			

List all projects undertaken in the last 10 years that have resulted in partial or final settlement of the Contract by arbitration or litigation in the courts:

Client/Project	Contract Amount	Total Claims Arbitrated or Litigated	Amount of Settlement of Claims
N/A			

Has the Bidder, or any representative or partner thereof, ever failed to complete a contract?

☐ Yes ☒ No If yes, give details: _____

MUST ACCOMPANY EACH BID

J.R. Hayes & Sons, Inc.
Job Experience

Job #	Job Name	Location	Customer	Contract Amt	Phone #	Architect	Date of Completion
0101032	Woodside Division 5	Renton, WA	Port Blakely Communities	\$ 227,093	425-391-4700		Mar-06
0201042	Talus Master F.D. Work	Issaquah, WA	Intracorp	2,676,642	206-625-9226	Triad & Associates	Dec-06
0301017	Snoqualmie Ridge Parcel W	Snoqualmie, WA	Camwest-Ironwood, LLC	5,623,454	425-825-1955		Dec-06
0301042	Radiance Phase 1	Fife, WA	Autumn Grove-Fife, LLC	3,189,159	425-392-5722	Barghausen Consulting Engineers	Jan-07
0301043	I/H Div 54	Issaquah, WA	D.R. Horton	580,426	425-821-3400		Jun-05
0401008	Talus Parcel 5A	Issaquah, WA	Talus 5A, LLC	3,099,522	425-392-5722	Triad & Associates	Dec-06
0401009	Talus Parcel 6B	Issaquah, WA	Talus Parcel 6B, LLC	3,017,891	425-392-5722	Triad & Associates	Mar-06
0401010	Talus Parcel 16/17	Issaquah, WA	Oly/Cougar, LLC	3,269,448	972-490-2600	Triad & Associates	Jun-05
0401017	Talus Parcel 16-2	Issaquah, WA	Talus Parcel 16-2, LLC	576,024	425-392-5722	Triad & Associates	Mar-06
0401023	Vision House	Renton, WA	Vision House	136,787	425-227-8912		Mar-05
0401030	HOS - NW Landing	Woodinville, WA	Hos Brothers Construction, Inc.	602,265	425-481-5569		Mar-05
0401031	I/H 2004 FINAL LIFT	Issaquah, WA	Port Blakely Communities	144,928	425-391-4700		Jun-05
0401034	I/H Central Park	Issaquah, WA	Port Blakely Communities	853,719	425-391-4700		Jun-05
0401038	Fieldstone Div 2	Renton, WA	SBI Developing, LLC	854,106	253-848-0820		Dec-06
0401041	The Meadows	Bothell, WA	Pacific Ridge Homes	2,184,394	425-438-8444		Dec-06
0401045	Wapato Farms	Fife, WA	Wapato Farms, LLC	1,732,918	425-392-5722		Mar-06
0401049	Lake Cassidy	Snohomish, WA	Pacific Ridge Homes	2,882,899	425-438-8444	Land Technologies	Dec-06
0402016	Fife Landing Bldg D	Fife, WA	OPUS Northwest	1,022,391	425-467-2700		Mar-05
0402021	Seaway Lot 5	Everett, WA	Intracorp	146,429	206-625-9226	Terra Associates	Mar-05
0402025	Oakdale Commerce Park	Renton, WA	Foushee & Associates	1,026,331	425-746-1000		Jun-05
0402026	Times Square Improvement	Renton, WA	Foushee & Associates	193,132	425-746-1000		Jun-05
0402029	752 Reservoir	Issaquah, WA	Oly/Cougar, LLC	564,997	972-490-2600		Aug-05
0402032	Puyallup Water Tank	Puyallup, WA	City of Puyallup	155,059	253-841-5505		Jun-05
0402039	Summer Landing	Sumner, WA	OPUS Northwest	2,370,741	425-467-2700		Nov-06
0402042	Ellstrom Property	Algona, WA	Foushee & Associates	641,164	425-746-1000		Jun-05
0402043	First Savings Bank	Renton, WA	Foushee & Associates	249,178	425-746-1000		Sep-07
0402046	Seaway Lot 4	Everett, WA	Intracorp	748,045	206-625-9226	Land Technologies	Sep-09
0402047	Emanuel Episcopal Church	Mercer Island, WA	Foushee & Associates	54,280	425-746-1000		Jun-05
0402050	Bellevue Jag/Land Rover	Bellevue, WA	Foushee & Associates	79,271	425-746-1000		Mar-06
0402051	McMurray Medical Bldg	Seattle, WA	Foushee & Associates	159,353	425-746-1000		Mar-06
0402052	Seattle Boat	Kent, WA	Hodge Construction	284,816	425-222-5011		Aug-05
0403037	2200 Westlake	Seattle, WA	Turner Construction, Inc.	3,017,411	206-505-6600		Nov-06
0501001	Forest Hill Estates	Redmond, WA	Sajasa Construction, Inc.	279,757	425-487-0808		Dec-06
0501002	Radiance Division II	Fife, WA	Autumn Grove-Fife, LLC	2,516,138	425-392-5722	Barghausen Consulting Engineers	Feb-08

0501003	Radiance Division III	Fife, WA	Autumn Grove-Fife, LLC	1,548,026	425-392-5722	Barghausen Consulting Engineers	Feb-08
0501004	Talus Parcel 17	Issaquah, WA	Oly/Cougar, LLC	1,662,784	972-490-2600	Triad & Associates	Mar-06
0501005	Parcel 16-3	Issaquah, WA	Intracorp	696,759	206-625-9226	Triad & Associates	Jun-07
0501007	Redmond Ridge - Parcel A	Redmond, WA	D.R. Horton	812,563	425-821-3400		Jun-07
0501008	Snoqualmie Ridge II North	Snoqualmie, WA	Hos Brothers Construction, Inc.	1,051,935	425-481-5569		Mar-06
0501009	Redmond Ridge - Parcel B	Redmond, WA	D.R. Horton	1,105,312	425-821-3400		Jun-07
0501010	Woodland Ridge	Bothell, WA	Sajasa Construction, Inc.	295,222	425-487-0808		Dec-06
0501011	Brookside Estates	Bothell, WA	Pacific Ridge Homes	4,218,127	425-438-8444		Jan-08
0501012	Cascadia EBPC PH 1A	Bonney Lake, WA	Cascadia Project, LLC	9,681,113	425-646-3037	Hugh G. Goldsmith & Assoc. & ESM	
0501013	Parkwood Lane	Bellevue, WA	Landholdings, Inc.	1,607,583	206-652-4000	Pacific Engineering Design, LLC	Jan-09
0501014	Horizon Pointe Phase IV	Lacey, WA	D.R. Horton	4,361,810	425-821-3400	Hatton Godat Pantier	Jun-07
0501015	Valley Haven	Fife, WA	Capstone Homes, Inc.	1,926,547	425-432-3122	AHBL Engineers	Sep-07
0501016	Fairview	Fife, WA	Fairview 5, LLC	1,643,854	425-392-5722	Barghausen Consulting Engineers	Feb-08
0501017	Saddle Creek Div 2	Fife, WA	D.R. Horton	2,918,704	425-821-3400	Barghausen Consulting Engineers	Feb-08
0502001	Sum/Land N. Mitigate/Rd	Sumner, WA	OPUS Northwest	134,532	425-467-2700		Mar-06
0502002	Smith Terminal	Fife, WA	Hunters Property, LLC	629,725			Mar-06
0502003	Park 167 - Building 2 & 3	Auburn, WA	OPUS Northwest	611,361	425-467-2700		Mar-06
0502004	Dania Distribution Facil.	Dupont, WA	Skanska USA Building, Inc.	869,176	206-726-8000	Barghausen Consulting Engineers	Sep-06
0502005	Federal Way Crossings	Federal Way, WA	OPUS Northwest	1,092,505	425-467-2700	PAC Land	Feb-08
0502006	Preston Industrial Park	Preston, WA	OPUS Northwest	1,375,105	425-467-2700	Peter Schroeder Architects	Jun-07
0502007	West Valley and 212th	Kent, WA	Foushee & Associates	778,817	425-746-1000		Jun-07
0502008	Robbins Bldg Test Stand	Kent, WA	Foushee & Associates	464,069	425-746-1000		Jun-07
0502009	Pacific Coast	Fife, WA	OPUS Northwest	2,363,743	425-467-2700	Sythesis PC	Sep-07
0502010	Sumner Business Park	Sumner, WA	Sumner Business Park, LLC	2,058,771	314-862-7080		Jan-09
0502011	Canyon Creek Cabinet Comp	Monroe, WA	Foushee & Associates	98,420	425-746-1000		Dec-06
0503001	Kitsap Community FCU	Bremerton, WA	OPUS Northwest	850,711	425-467-2700		Jun-07
0601001	Talus Master Field Direct	Issaquah, WA	Oly/Cougar, LLC	736,272	972-490-2600	Triad & Associates	Dec-06
0601002	Eastside Catholic School	Sammamish, WA	Absher Construction	5,311,857	253-845-9544		Mar-09
0601003	Kersey 3 Division 1	Auburn, WA	Norris Homes, Inc.	2,404,513	206-275-1902	Barghausen Consulting Engineers	Jan-09
0601004	Kersey 3 Division 2	Auburn, WA	Kersey 3 Division 2, LLC	2,382,352	425-392-5722	Barghausen Consulting Engineers	Jan-09
0601005	Kersey 3 Improvements	Auburn, WA	Kersey 3 Improvements, LLC	1,611,831	425-392-5722	Barghausen Consulting Engineers	Jan-09
0601006	Greenwood Village	Lake Stevens, WA	Pacific Ridge Homes	9,235,991	425-438-8444	Group 4 Inc.	Jan-09
0601007	Liberty Ridge Parcel L	Bonney Lake, WA	Cascadia Project, LLC	5,279,510	425-646-3037	Hugh G. Goldsmith & Associates	Feb-08
0601008	Winthrop Parcel L1	Bonney Lake, WA	Cascadia Project, LLC	2,384,980	425-646-3037	Hugh G. Goldsmith & Assoc. & Terra	Feb-08
0601009	Seg 2 Bore Assist	Bonney Lake, WA	Cascadia Project, LLC	3,274,795	425-646-3037		Feb-08
0601010	Talus Phase II Spine Road	Issaquah, WA	Steve Burnstead Construction	2,035,353	425-454-1900		Mar-09
0601011	Highland Court	Bothell, WA	Pacific Ridge Homes	2,640,306	425-438-8444	Triad & Associates	Jan-09
0601012	Radiance Div 4	Fife, WA	D.R. Horton	622,342	425-821-3400	Barghausen Consulting Engineers	Feb-08
0602001	Riverfront Ind. Park	Puyallup, WA	AMB Property Corp	4,265,270	847-292-9761	Barghausen Consulting Engineers	Jan-09
0602002	West Valley @ 212th Ph II	Kent, WA	Foushee & Associates	487,755	425-746-1000		Sep-07

0602003	River Front Indust. Park	Puyallup, WA	Foushee & Associates	553,404	425-746-1000	Barghausen Consulting Engineers	Dec-06
0602004	Pacific Coast Phase II	Fife, WA	OPUS Northwest	3,484,000	425-467-2700	Sythesis PC	Jan-09
0603002	Goat Hill Office Bldg	Seattle, WA	Turner Construction, Inc.	690,093	206-505-6600		Jun-07
0603004	1521 Second Avenue	Seattle, WA	OPUS NWR Development, LLC	1,228,614	425-467-2700	OPUS Architects & Engineers	Mar-09
0603005	Olivian Tower	Seattle, WA	Washington Hanover, LLC	2,212,692	713-267-2100		May-09
0701002	Crossing @ North Creek	Everett, WA	SBI Developing, LLC	6,455,746	253-848-0820	D R Strong Consulting Engineers	May-09
0701004	Fransson Farms	Snohomish, WA	Sajasa Construction, Inc.	671,725	425-487-0808		Jan-09
0701005	Chestnut Lane	Sammamish, WA	Sajasa Construction, Inc.	393,173	425-487-0808		Jan-09
0702001	Sunrise Village	Puyallup, WA	Tarragon Construction, LLC	2,153,105	206-233-9600		Jan-09
0702002	Casino Snoqualmie	Snoqualmie, WA	Skanska USA Building, Inc.	24,839,998	206-726-8000	Bergman Walls & Associates	Jul-09
0702003	Cedar River Corp. Park	Renton, WA	Tarragon Construction, LLC	1,784,558	206-233-9600	AHBL Engineers	Jan-09
0702005	Sammamish Ridge Tech Ctr	King County, WA	Foushee & Associates	2,093,880	425-746-1000	Barghausen Consulting Engineers	Jan-09
0702006	Garage Billiards Exp.	Seattle, WA	MRJ Constructors, LLC	202,021	206-621-7437		Sep-07
0702007	Riverfront Bldg A	Puyallup, WA	Foushee & Associates	1,053,532	425-746-1000		Dec-08
0702008	228th & 25th SW Imprvmt	Sammamish, WA	City of Sammamish	48,628	425-295-0561		Feb-08
0703001	The Bravern	Bellevue, WA	Skanska USA Building, Inc.	22,187,664	206-726-8000	Callison Architecture, Inc.	Jun-07
0703002	Lakeview Building	Seattle, WA	Foushee & Associates	1,439,745	425-746-1000	Mark Travers Architect	Mar-09
0703004	7th & Madison Building	Seattle, WA	OPUS Northwest	1,407,074	425-467-2700		Apr-09
0703005	5th & Yesler	Seattle, WA	Lease Crutcher Lewis	1,922,994	206-622-0500	Curtis Beattie & Associate	Oct-09
0801001	Kersey3 Div1 - Kersey Way	Auburn, WA	Banner Bank / Norris Homes	780,733	425-576-4310	Barghausen Consulting Engineers	Oct-09
0801002	Kersey 3 Division 2	Auburn, WA	Kersey 3 Division 2, LLC	1,792,110	425-392-5722	Barghausen Consulting Engineers	Oct-09
0801003	Kersey 3 Improvements	Auburn, WA	Kersey 3 Improvements, LLC	432,765	425-392-5722	Barghausen Consulting Engineers	Oct-09
0801004	Bayside Plat	Bremerton, WA	L224-I Bayside, LLC	1,621,000	425-637-2100	Pacland, Inc.	Jun-09
0801005	Kersey3 Div1 Evergreen Wy	Auburn, WA	Banner Bank / Norris Homes	1,600,210	425-576-4310	Barghausen Consulting Engineers	Oct-09
0802001	Cascadia Golf Club	Bonney Lake, WA	Cascadia Project, LLC	677,688	425-646-3037	John Harbottle Design & Goldsmith	May-09
0802002	Cascadia Golf Club Infra.	Bonney Lake, WA	Cascadia Resort Communities, LLC	942,464	425-646-3037	John Harbottle Design & Goldsmith	Aug-09
0802004	Korri Electronics	Everett, WA	Foushee & Associates	2,316,570	425-746-1000	Craft Architects, PLLC	Sep-09
0802005	Newport Shores Vista	Bellevue, WA	Foushee & Associates	246,016	425-746-1000	Earth Solutions NW, LLC	Sep-09
0803002	Park Ave West Tower	Portland, OR	Coffman Excavation, LLC	275,270	503-656-7000		Jul-09
0803003	Yale Ave Building	Seattle, WA	Howard S. Wright Construction	521,857	206-623-3009	Coughlin Porter Lunden	Sep-09
0803004	Avalon Towers	Bellevue, WA	Avalon Bay Communities, Inc.	837,217	425-576-2100	Ankrom Moison / Cary Kapczynski & Co.	Sep-09
0807001	Newport Way Improvements	Issaquah, WA	Talus Management Services, LLC	614,336	425-392-5722	Triad & Associates	Nov-09
0902001	Diamond Head Storage	Tukwila, WA	Foushee & Associates	226,608	425-746-1000	Barghausen Consulting Engineers	Aug-09
0902002	Lake WA High School	Kirkland, WA	Lydig Construction	2,523,813	425-885-3314	McGranahan Architects	Sep-12
0910001	Phase II Lower Tolt River	Carnation, WA	City of Seattle	2,132,321	206-984-7890	City of Seattle Public Utilities	Nov-09

Has the Bidder ever had any Payment/Performance Bonds called as a result of its work?

☐ Yes ☒ No If yes, please state:

Project Name	Contracting Party	Bond Amount

Has the Bidder ever been found guilty of violating any State or Federal employment laws?

☐ Yes ☒ No If yes, give details: _____

Has Bidder ever filed for protection under any provision of the federal bankruptcy laws or state insolvency laws? ☐ Yes ☒ No If yes, give details: _____

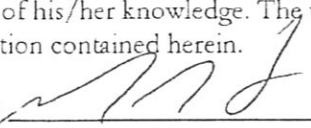
Has any adverse legal judgment been rendered against the Bidder in the past 5 years?

☐ Yes ☒ No If yes, give details: _____

Has the Bidder or any of its employees filed any claims with Washington State Workman's Compensation or other insurance company for accidents resulting in fatal injury or dismemberment in the past 10 years? ☐ Yes ☒ No If yes, please state:

Type of Injury	Agency Receiving Claim	Date

The undersigned warrants under penalty of Perjury that the foregoing information is true and accurate to the best of his/her knowledge. The undersigned authorizes the City of Black Diamond to verify all information contained herein.

Signature of Bidder: 

Title: NICK P. HAYES - VICE PRESIDENT

Date: 12/21/09

MUST ACCOMPANY EACH BID

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
COUNTY OF KING

The bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the service and/or materials hereunder and that the bidder shall not refuse to hire any person therefore because of such person's race, creed, color or national origin, unless based on a bona fide occupational qualification. Also, the bidder will in no matter discriminate against any person because of such person's race, creed, color or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

NICK P. HAYES - VICE PRESIDENT



Contractor's Signature

Subscribed and sworn to before me this 21st day of December, 2009



Gwendolyn J. Olson

Notary Public in and for
The State of Washington,

Residing at

Maple Valley, WA

My commission expires 09-09-13

MUST ACCOMPANY EACH BID

BID FORM

Bidder: J.R. HAYES & SONS, INC. Date: 12/22/2009

Address: 22430 SE 231st St
Street
MAPLE VALLEY WA 98038
City State ZIP Code

TO: City of Black Diamond
ADDRESS: PO Box 599
24301 Roberts Drive
Black Diamond, WA 98010

PROJECT: Railroad Avenue Project

Bidder's Declaration and Understanding

The undersigned (Bidder) hereby certifies that he personally examined the location and construction details of the work outlined in the Contract Documents for the City of Black Diamond (Owner) project titled Railroad Avenue Project, for the construction of roadway improvements within the right-of-way of Railroad Avenue. Work includes but is not limited to: curb, gutter sidewalks, driveway approaches, storm drainage, asphalt concrete pavement, future illumination conduits, fencing, and all other necessary work to complete the project as specified and shown in the Contract Documents.

The Bidder agrees to accept as payment for said work the schedule of prices as set for in the proposal below. This proposal is submitted with the understanding that: the prices are balanced; the unit, extended unit or lump sum price for each item includes all costs for labor, materials, tools, equipment, overhead, profit; the item quantities herein are approximate and intended only to indicate the general character of the work and for comparing proposals; item quantities may be increased, decreased, or deleted at the City's sole discretion; and final payment will be based upon the actual quantities of work performed in accordance with the contract requirements.

As evidence of good faith, (check one) ☐ bid bond, ☐ cash, ☐ cashier's check, ☐ certified check, or ☐ postal money order made payable to the City of Black Diamond equal to five percent (5%) of the Total Bid Price is attached hereto. Bidder understands that, should this offer be accepted by Owner within ninety (90) calendar days after the day of Bid Opening and the Bidder fails or refuses to enter into an Agreement and furnish the required Payment and Performance Bond and liability insurance within ten (10) calendar days after Notice of Award, the Contract shall be null and void and the Bid Deposit or Bond accompanying this Proposal shall be forfeited and become the property of Owner as liquidated damages, all as provided for in the Bid Documents.

Bidder shall attain Physical Completion of all Work in all Respects by **May 27, 2010**. If the work is not completed by this date, Bidder shall pay liquidated damages to Owner as specified for every working day work is not physically complete after the expiration date of the Contract time stated above. In addition, Bidder shall compensate Owner for actual engineering inspection and supervision costs and any other legal fees incurred by Owner as a result of such delay.

PART II:

BID PACKAGE
(TO BE SUBMITTED FOR BID OPENING)

BID SCHEDULE
RAILROAD AVENUE PROJECT
CITY OF BLACK DIAMOND

ITEM NO.	BID ITEM DESCRIPTION	APPROX. QTY. & UNITS	UNIT PRICE	TOTAL AMOUNT
1	Minor Changes Section 1	1 EST	\$ 10,000	\$ 10,000
2	Utility Potholing Section 1	8 EA	\$ 111.61	\$ 892.88
3	Flaggers and Spotters Section 1-10	1,000 HR	\$ 44.13	\$ 44,130.00
4	Temporary Traffic Control Devices Section 1-10	1 LS	\$ 1,521.68	\$ 1,521.68
5	Spill Prevention Control and Countermeasure Plan Section 1-07.15	1 LS	\$ 500.00	\$ 500.00
6	Mobilization Section 1-09.7	1 LS	\$ 7,879.75	\$ 7,879.75
7	Clearing and Grubbing Section 2-01.5	1 LS	\$ 1,521.88	\$ 1,521.88
8	Sawcutting Section 2-02.3	154 LF	\$ 2.03	\$ 312.62
9	Removal of Structure & Obstruction Section 2-02.5	1 LS	\$ 11,661.95	\$ 11,661.95
10	Roadway Excavation Incl. Haul Section 2-03.5	988 CY	\$ 5.54	\$ 5,473.52
11	Roadway Excavation Section 2-03.5	575 CY	\$ 2.73	\$ 1,569.75

BID SCHEDULE
RAILROAD AVENUE PROJECT

CITY OF BLACK DIAMOND

ITEM NO.	BID ITEM DESCRIPTION	APPROX. QTY. & UNITS	UNIT PRICE	TOTAL AMOUNT
12	Embankment Compaction Section 2-03.5	575 CY	\$ <u>1.09</u>	\$ <u>626.75</u>
13	Select Material Section 2-03.5	190 CY	\$ <u>11.04</u>	\$ <u>2,097.60</u>
14	Shoring or Extra Excavation Cl. B Section 2-09.5	7,400 SF	\$ <u>.53</u>	\$ <u>3,922.00</u>
15	Trimming and Cleanup Section 2-11.5	1 LS	\$ <u>507.29</u>	\$ <u>507.29</u>
16	Crushed Surfacing Top Course Section 4-04.5	1,971 Ton	\$ <u>12.63</u>	\$ <u>24,893.73</u>
17	Planing Bituminous Pavement Section 5-04.5	350 SY	\$ <u>7.61</u>	\$ <u>2,663.50</u>
18	HMA Cl 3/4, PG 58-22 Section 5-04.5	1,050 Ton	\$ <u>70.00</u>	\$ <u>73,500.00</u>
19	Asphalt Treated Base Section 5-04.5	1,400 Ton	\$ <u>58.00</u>	\$ <u>81,200.00</u>
20	HMA for Approach Cl. 1/2" PG58-22 Section 5-04.5	60 Ton	\$ <u>111.55</u>	\$ <u>6,693.00</u>
21	Cold Patch Section 5-04.5	75 Ton	\$ <u>99.00</u>	\$ <u>7,425.00</u>
22	Relocate Existing Utility/Valve Box Section 5-04.5	1 EA	\$ <u>1,140.00</u>	\$ <u>1,140.00</u>

BID SCHEDULE
RAILROAD AVENUE PROJECT
CITY OF BLACK DIAMOND

ITEM NO.	BID ITEM DESCRIPTION	APPROX. QTY. & UNITS	UNIT PRICE	TOTAL AMOUNT
23	Underdrain Pipe 4 In. Diam. Section 7-01.5	333 LF	\$ <u>15.30</u>	\$ <u>5,094.90</u>
24	Profile Wall PVC Storm Sewer Pipe, 12-in. Diam. Section 7-04.5	636 LF	\$ <u>32.60</u>	\$ <u>20,733.60</u>
25	Profile Wall PVC Storm Sewer Pipe, 18-in. Diam. Section 7-04.5	366 LF	\$ - <u>0</u>	\$ - <u>0</u>
26	Solid Wall PVC Storm Sewer Pipe, 8-in. Diam. Section 7-04.5	19 LF	\$ <u>37.30</u>	\$ <u>708.70</u>
27	Ductile Iron Pipe, 6-In. Diam. Incl. Fittings Section 7-04.5	1 LS	\$ <u>7,440.00</u>	\$ <u>7,440.00</u>
28	Ductile Iron Pipe, 8-in. Diam. Section 7-04.5	31 LF	\$ <u>53.50</u>	\$ <u>1,658.50</u>
29	Ductile Iron Pipe, 18-in. Diam. Section 7-04.5	811 LF	\$ <u>48.70</u>	\$ <u>39,495.70</u>
30	Ductile Iron Pipe 24-In. Diam. Section 7-04.5	110 LF	\$ <u>73.10</u>	\$ <u>8,041.00</u>
31	Plain Conc. Storm Sewer Pipe 12-inch Diam. Section 7-04.5	15 LF	\$ <u>106.00</u>	\$ <u>1,590.00</u>

BID SCHEDULE
RAILROAD AVENUE PROJECT

CITY OF BLACK DIAMOND

ITEM NO.	BID ITEM DESCRIPTION	APPROX. QTY. & UNITS	UNIT PRICE	TOTAL AMOUNT
32	Corrugated Polyethylene Storm Sewer Pipe 36-inch Diam. Section 7-04.5	4 LF	\$ <u>264.00</u>	\$ <u>1,056.00</u>
33	Corrugated Polyethylene Storm Sewer Pipe 60-inch Diam. Section 7-04.5	85 LF	\$ <u>167.00</u>	\$ <u>14,195.00</u>
34	Trench Drain Section 7-04.5	450 LF	\$ <u>100.00</u>	\$ <u>45,000.00</u>
35	Catch Basin Type 1 Section 7-05.5	4 EA	\$ <u>943.00</u>	\$ <u>3,772.00</u>
36	Catch Basin Type 2 48-in. Diam. Section 7-05.5	9 EA	\$ <u>1,970.00</u>	\$ <u>17,730.00</u>
37	Catch Basin Type 2 60-in. Diam. Section 7-05.5	1 EA	\$ <u>3,230.00</u>	\$ <u>3,230.00</u>
38	Catch Basin Type 2 Control Structure - 72-in. Diam. Section 7-05.5	1 EA	\$ <u>5,070.00</u>	\$ <u>5,070.00</u>
39	Stormfilter Catch Basin (4-Cartridge) Section 7-05.5	3 EA	\$ <u>24,000.00</u>	\$ <u>72,000.00</u>
40	Adjust Manhole Section 7-05.5	4 EA	\$ <u>155.00</u>	\$ <u>620.00</u>
41	Adjust Utility/Valve Box Section 7-20.5	24 EA	\$ <u>155.00</u>	\$ <u>3,720.00</u>
42	Temporary Erosion and Sediment Control			

(ITEM #42 on pg. II-19)

BID SCHEDULE
RAILROAD AVENUE PROJECT

CITY OF BLACK DIAMOND

ITEM NO.	BID ITEM DESCRIPTION	APPROX. QTY. & UNITS	UNIT PRICE	TOTAL AMOUNT
42	Temporary Erosion and Sediment Control Section 8-01.5	1 LS	\$ <u>7,315.39</u>	\$ <u>7,315.39</u>
43	Inlet Protection and Maintenance Section 8-01.5	12 EA	\$ <u>71.01</u>	\$ <u>852.12</u>
44	Interceptor Swale Section 8-01.5	395 LF	\$ <u>1.16</u>	\$ <u>458.20</u>
45	Dispersion Trench Section 8-01.5	45 LF	\$ <u>14.20</u>	\$ <u>639.00</u>
46	Top Soil Section 8-01.5	80 CY	\$ <u>30.00</u>	\$ <u>2,400.00</u>
47	Bark Mulch Section 8-01.5	25 CY	\$ <u>32.00</u>	\$ <u>800.00</u>
48	Seeding and Fertilizing Section 8-01.5	2,930 SY	\$ <u>.72</u>	\$ <u>2,109.60</u>
49	PSIPE Koelreuteria Paniculata Section 8-02.5	3 EA	\$ <u>275.00</u>	\$ <u>825.00</u>
50	PSIPE Buxus Microphyllia Section 8-02.5	33 EA	\$ <u>30.00</u>	\$ <u>990.00</u>
51	PSIPE Mahonia Nervosa Section 8-02.5	1,000 EA	\$ <u>4.00</u>	\$ <u>4,000.00</u>
52	PSIPE Hemerocallis Section 8-02.5	120 EA	\$ <u>4.50</u>	\$ <u>540.00</u>

BID SCHEDULE
RAILROAD AVENUE PROJECT
CITY OF BLACK DIAMOND

ITEM NO.	BID ITEM DESCRIPTION	APPROX. QTY. & UNITS	UNIT PRICE	TOTAL AMOUNT
53	PSIPE Narcissus Section 8-02.5	120 EA	\$ <u>2.00</u>	\$ <u>240.00</u>
54	Cement Conc. Traffic Curb and Gutter Section 8-04.5	852 LF	\$ <u>18.26</u>	\$ <u>15,557.52</u>
55	Rolled Curb Section 8-04.5	20 LF	\$ <u>20.29</u>	\$ <u>405.80</u>
56	Cement Conc. Traffic Curb Section 8-04.5	113 LF	\$ <u>18.26</u>	\$ <u>2,063.36</u>
57	Cement Conc. Driveway Approach Section 8-06.5	18 SY	\$ <u>40.58</u>	\$ <u>730.44</u>
58	Timber Barrier Guardrail Section 8-11.5	145 LF	\$ <u>49.91</u>	\$ <u>7,236.95</u>
59	4' High Wood Fence Section 8-12.5	162 LF	\$ <u>27.42</u>	\$ <u>4,442.04</u>
60	Post and Rail Fence Section 8-12.5	53 LF	\$ <u>15.13</u>	\$ <u>801.89</u>
61	Remove and Reset Monument, Case and Cover Section 8-13.5	2 EA	\$ <u>760.86</u>	\$ <u>1,521.72</u>
62	Cement Conc. Test Panel Section 8-14.5	3 EA	\$ <u>408.83</u>	\$ <u>1,226.49</u>
63	Cement Conc. Sidewalk Section 8-14.5	476 SY	\$ <u>29.42</u>	\$ <u>14,003.92</u>

BID SCHEDULE
RAILROAD AVENUE PROJECT

CITY OF BLACK DIAMOND

ITEM NO.	BID ITEM DESCRIPTION	APPROX. QTY. & UNITS	UNIT PRICE	TOTAL AMOUNT
64	Cement Conc. Sidewalk 8" thick Section 8-14.5	85 SY	\$ <u>55.80</u>	\$ <u>4,743.00</u>
65	Cement Concrete Sidewalk Ramp Type 2 Section 8-14.5	3 EA	\$ <u>913.03</u>	\$ <u>2,739.09</u>
66	Cement Concrete Stairs Section 8-14.5	1 LS	\$ <u>466.66</u>	\$ <u>466.66</u>
67	Bike Plaza Section 8-14.5	1 LS	\$ <u>1,485.19</u>	\$ <u>1,485.19</u>
68	Mailbox Cluster Section 8-18.5	1 EA	\$ <u>1,217.37</u>	\$ <u>1,217.37</u>
69	Precast Wheel Stop Section 8-19.5	62 EA	\$ <u>65.94</u>	\$ <u>4,088.28</u>
70	Conduit Pipe 2 inch Diameter - Sch. 80 Section 8-20.5	890 LF	\$ <u>4.60</u>	\$ <u>4,094.00</u>
71	Conduit Pipe 3 Inch Diameter - Sch. 80 Section 8-20.5	10 LF	\$ <u>5.60</u>	\$ <u>56.00</u>
72	Conduit Pipe 4 Inch Diameter - Sch. 80 Section 8-20.5	270 LF	\$ <u>7.00</u>	\$ <u>1,890.00</u>
73	Junction Box Type 1 Section 8-20.5	8 EA	\$ <u>300.00</u>	\$ <u>2,400.00</u>
73A	Junction Box Type 4 Section 8-20.5	4 EA	\$ <u>2,600.00</u>	\$ <u>10,400.00</u>
74	Controller Cabinet Section 8-20.5	1 LS	\$ <u>4,432.00</u>	\$ <u>4,432.00</u>

BID SCHEDULE
RAILROAD AVENUE PROJECT
CITY OF BLACK DIAMOND

ITEM NO.	BID ITEM DESCRIPTION	APPROX. QTY. & UNITS	UNIT PRICE	TOTAL AMOUNT
75	Permanent Signing Section 8-21.5	1 LS	\$ <u>3043.42</u>	\$ <u>3043.42</u>
76	Project Sign Section 8-21.5	1 EA	\$ <u>507.24</u>	\$ <u>507.24</u>
77	Painted Access Parking Space Symbol with Background Section 8-22.5	4 EA	\$ <u>45.65</u>	\$ <u>182.60</u>
78	Paint Line Section 8-22.5	6,100 LF	\$ <u>.36</u>	\$ <u>2196.00</u>
79	Painted Yield Line Symbol (Type 1) Section 8-22.5	10 EA	\$ <u>20.29</u>	\$ <u>202.90</u>
80	Painted Stop Line Section 8-22.5	30 LF	\$ <u>1.01</u>	\$ <u>30.30</u>
81	Paint Crosswalk Line Section 8-22.5	260 SF	\$ <u>1.52</u>	\$ <u>395.20</u>
82	Railroad Tie Wall Section 8-24.5	120 SF	\$ <u>16.99</u>	\$ <u>2038.80</u>
83	Gravity Block Wall Section 8-24.5	196 SF	\$ <u>16.23</u>	\$ <u>3181.08</u>
84	Ultra Block Wall Section 8-24.5	1,000 SF	\$ <u>15.72</u>	\$ <u>15,720.00</u>

TOTAL AMOUNT BID \$ 675,957.07

ADDITIVE BID SCHEDULE
RAILROAD AVENUE PROJECT

CITY OF BLACK DIAMOND

ITEM NO.	BID ITEM DESCRIPTION	APPROX. QTY. & UNITS	UNIT PRICE	TOTAL AMOUNT
A-1	Adjust Gas Valve Box Section 7-20.5	5 EA	\$ <u>155.00</u>	\$ <u>775.00</u>
A-2	Light Standards with Wiring Section 8-20-5	1 LS	\$ <u>26,000.00</u>	\$ <u>26,000.00</u>

TOTAL AMOUNT BID \$ 26,775.00

BID FORM (CONTINUED)

Complete Bid: Contractor shall include all costs of doing the work shown, described, and intended by the Contract Documents, within the unit and lump sum bid prices in the Proposal. If the intended scope of the project, in place and complete, requires work that has no unit or lump sum bid item in the Proposal, costs shall be incidental to and included within the stipulated sum amount in the Contract.

Low Bidder Determination: The determination of who is low bidder will be determined on the basis of the Grand Total Bid Price of the base bid amount plus any additive items included in the contract award.

Liquidated Damages: Liquidated damages will be assessed as outlined in the 2008 Washington Department of Transportation Standard Specifications Section 1-08.9. The amount assessed daily for each working day shall be calculated as follows:

$$LD = (0.15 * C) / T$$

Where LD = Liquidated damages per working day (rounded to the nearest dollar)

C = original contract amount

T = original time for physical completion

Calculated LD = \$ 1,033.91 per day

By signing below, Bidder certifies that Bidder has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

It is understood that Owner may accept or reject all bids.

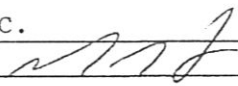
The Surety Company which will furnish the required Payment and Performance Bond is

WILLIS OF SEATTLE - JOHN CLAEYS (name) of

505 FIFTH AVE S., STE 200, SEATTLE WA 98104 (address)

206-386-7400

Bidder: J.R. HAYES & SONS, INC.

Signature of Authorized Official: 

Printed Name & Title: NICK P. HAYES - VICE PRESIDENT

Address: 22403 SE 231st St, MAPLE VALLEY WA 98038

Check One: () Individual, () Partnership, () Joint Venture, (x) Corporation

State of Incorporation: WASHINGTON

Phone Number: 425-392-5722

Date: 12/22/2009

This address and phone number is the one to which all communications regarding this proposal should be sent.

NOTES:

1. If the bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).
2. A bid must be received on all items. If any lump sum or an extension is left blank (but not both) for a bid item, the Owner will multiply or divide the available entry by the quantity, as applicable, and enter it on the bid form. If there is no unit price or extension for one or more bid item(s), the proposal will be rejected.

Washington State Sales Tax: The City of Black Diamond agrees to pay Washington State retail sales tax to the Bidder as set forth in the 2008 Standard Specifications. The Bidder, therefore, shall include sales tax in all unit and lump sum bid prices or other contract amounts.

BID FORM (CONTINUED)

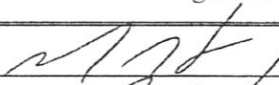

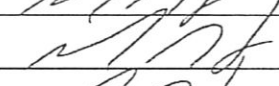
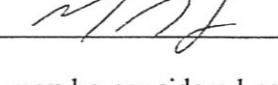
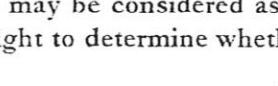
Prevailing Wage: The prevailing rate of wages shall be paid to all workers, laborers, or mechanics per Chapter 39:12 RCW. (See 2008 WSDOT/APWA Standard Specifications.) It is the contractor's responsibility to include in their labor rates any rate changes during the duration of the project and to verify the current prevailing minimum hourly rates that are included in the contract proposal.

The Bidder proposes to accept as full payment for the work proposed herein, the amount computed under the provisions of the Contract Documents. The undersigned bids for the following described project:

RAILROAD AVENUE PROJECT – TIB #6-P-800(001)-1

ADDENDA ACKNOWLEDGEMENT

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Contract provisions:

Addendum No.	Date of Receipt	Signature
1	12/15/09	
2	12/15/09	
3	12/17/09	
4	12/18/09	
5	12/18/09	

Note: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and the City reserves the right to determine whether the bid will be disqualified.

The party by whom this bid is submitted and by whom the contract will be entered into, in the event the award is made to this party, is:

J.R. HAYES & SONS, INC.

Contractor (Firm Name)

22430 SE 231st St

MAPLE VALLEY WA 98038

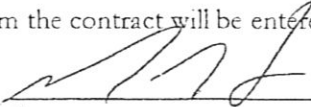
Address

425-392-5722

Phone Number

JRHAYS1145J3

Contractor's Washington State License Number


Signature

NICK P. HAYES - VICE PRESIDENT

Name (Print) & Title

12/22/2009

Date of Signing

CORPORATION

(Indicate whether contractor is partnership, joint venture, corporation, or sole proprietorship)*

*If Bidder is a corporation, write State of Incorporation under signature. If partnership, give full names of all partners.

BID FORM (CONTINUED)

The name of the President, Treasurer, and/or Manager of the bidding corporation, or the names of all persons and parties interested in this bid as partners or principals, are as follows:

Name	Address
DAN HAYES - PRESIDENT	22430 SE 231st St, MAPLE VALLEY WA 98038
NICK HAYES - VICE PRES	22430 SE 231st St, MAPLE VALLEY WA 98038
JIM KELLY - SR PRO MGR	22430 SE 231st St, MAPLE VALLEY WA 98038

If Sole Proprietor or Partnership

IN WITNESS hereto, the undersigned has set his (its) hand this _____ day of _____, 2009.

Signature of Bidder
Title _____

If Corporation

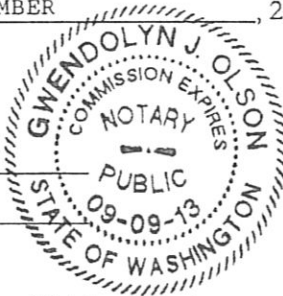
IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its duly authorized officers this 21st day of DECEMBER, 2009.

Attest: _____
Secretary

J.R. HAYES & SONS, INC.
Name of Corporation
by _____
Title NICK P. HAYES - VICE PRESIDENT

Sworn to me before me this 21st day of DECEMBER, 2009.

Gwendolyn J. Olson
Notary Public in and for the State of Washington
Residing at Maple Valley, WA
My appointment expires: 09-09-13
NOTES:



If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

DEPOSIT OR BID BOND FORM

DEPOSIT STATEMENT

A Bid Guaranty in an amount of five percent (5%) of the total amount bid based upon the approximate estimate of quantities at the prices stated in this bid, and in the form identified below, is attached hereto:

Cash in the amount of \$ N/A

Cashier's Check in the amount of \$ N/A

Certified Check in the amount of \$ N/A payable to the City

Postal Money Order in the amount of \$ N/A

****Bid Bond**** in the amount of five percent (5%) of the total bid amount (see attached form).

Surety:

If the Bidder is awarded a construction contract on this Bid, the Surety that will provide the Contract Bond will be:

WILLIS OF SEATTLE
Name of Surety

Whose address is:

505 FIFTH AVE S., SUITE #200
Street

SEATTLE WA 98104
City State Zip Code

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, J.R. Hayes & Sons, Inc. as Principal and Hartford Fire Insurance Company as Surety, are held and firmly bound unto the CITY OF BLACK DIAMOND as Obligee, in the penal sum of Five Percent (5%) of Contractor's Bid Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for: **Railroad Avenue Project**
According to the terms of the bid made by the Principal, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the advertisement for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 22nd day of December, 2009.

J.R. Hayes & Sons, Inc.

Principal

Signature of Authorized Official

NICK P. HAYES - VICE PRESIDENT
Title (Typed)

Hartford Fire Insurance Company

Surety

Pamela A. Nelson
Attorney in Fact (Attach Power of Attorney)

Pamela A. Nelson

Name and address of local
Agent and/or Surety
Company:

Willis of Seattle, Inc.

505 Fifth Ave. S., Ste. 200

Seattle, WA 98104

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 52-817013

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

John Claeys, Joan M. Councilman, Ronald J. Lange, Pamela A. Nelson
of
Seattle, WA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholz

Paul A. Bergenholz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 22, 2009
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

NON-COLLUSION DECLARATION

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The undersigned, being first duly sworn, on oath states that the person, firm, association, partnership, joint venture, or corporation names in the Bid Proposal has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the City of Black Diamond project named Railroad Avenue.

J. R. HAYES & SONS, INC.

Name of Firm

Signature of Authorized Official

NICK P. HAYES - VICE PRESIDENT

Title

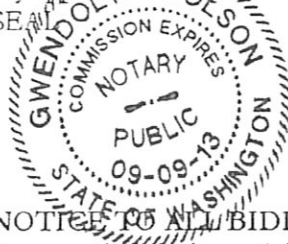
Signed and sworn to before me on this 21st day of December, 2009.

Signature of Notary Public in and for the State of Washington

Residing At: Maple Valley wt

My appointment expires: 09-89-13

SEAL



NOTICE TO ALL BIDDERS

To report bid rigging activities, call 1-800-424-9071. The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00a.m to 5:00p.m., Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

LISTING OF SUB-CONTRACTORS

Bidder shall list all subcontractors to be used on the project. FAILURE TO LIST SUBCONTRACTORS SHALL BE CONSIDERED TO BE A NON-RESPONSIVE BID. IF THERE NO SUBCONTRACTORS WILL BE USED, WRITE NO SUBCONTRACTORS WILL BE USED

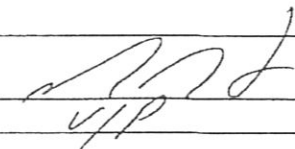
Name and Address	Description of Work
RJC CONSTRUCTION GROUP, INC. P.O. BOX 823	UNDERGROUND UTILITIES
SIGNAL ELECTRIC, INC. P.O. BOX 6209 KENT, WA. 98064-6209	ELECTRICAL
WESTERN ASPHALT P.O. BOX 980 23056 WITTE ROAD MAPLE VALLEY, WA. 98038	PAVING
J & G CONCRETE CORPORATION 18909 76TH AVE. CT. EAST PUYALLUP, WA. 98375	CONCRETE WORK
THE BAG LADY 11124 VALLEY AVE EAST PUYALLUP, WA. 98372	T.E.S.C.
ADVANCED GOV'T SERVICES 1423 E. 29TH ST, #302 TACOMA, WA. 98404	TRAFFIC CONTROL
GOODNIGHT CONSTRUCTION INC. 7522 WOODS CREEK RD. MORRIS, WA. 98272	CLEARING & GRUBBING
ROCKWORKS LLC 2350 131ST AVE NE LAKE STEVENS, WA 98258-8004	WALLS
ART BY NATURE, INC. 11311 13TH ST. SE LAKE STEVENS, WA. 98258	LANDSCAPING

Signed by [Signature]
Title V.P.

LISTING OF SUB-CONTRACTORS

Bidder shall list all subcontractors to be used on the project. FAILURE TO LIST SUBCONTRACTORS SHALL BE CONSIDERED TO BE A NON-RESPONSIVE BID. IF THERE NO SUBCONTRACTORS WILL BE USED, WRITE NO SUBCONTRACTORS WILL BE USED.

Name and Address	Description of Work
ROAD RUNNER STRIPING, INC. 10611 CANYON RD E #122 PUYALLUP, WA. 98373	STRIPING
STRAIGHT LINE FENCE & CONSTR. 25821 152 ND AVE SE COVINGTON, WA. 98042	FENCING

Signed by 
 Title V/P

OMWBE Directory Profile: THE BAG LADY INC

Name: THE BAG LADY INC
Business Description: WHOLESALER OF FILLED AND EMPTY BURLAP AND POLYPROPYLENE SANDBAGS, MANUFACTURER OF AUTOMATED PORTABLE BAGGING EQUIPMENT, EROSION CONTROL CONTRACTOR.
Street: 11124 VALLEY AVE EAST
City: PUYALLUP State: WA Zip: 98372
Voice: (253) 435-9150 Fax: (253) 435-9153
E-mail: BAGLADYBAGS@COMCAST.NET
Contact: MALONE VIOLA C
Owner: MALONE VIOLA C
Certification No.: D2F6016394
Washington Cert.: WBE Federal Cert.: DBE
Prime NAICS: 423840
2nd NAICS: 237990 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS:

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OMWBE Directory Profile: ADVANCED GOVERNMENT SERVICES INC

Name: ADVANCED GOVERNMENT SERVICES INC
Business Description: FLAGGING, COMPUTER GENERATED TRAFFIC PLANS NHCP, CRASH WORTHY SIGNS AND STANDS, ARROW BOARDS, PCM BOARDS, LIGHT TOWERS AND TMA, LANDSCAPING SERVICES (EXCEPT CONSTRUCTION)
WSDOT Descriptors: TRAFFIC CONTROL; EROSION CONTROL - HYDROSEEDING; EROSION CONTROL - HERBICIDE APPLICATION; EROSION CONTROL - INSECTICIDE APPLICATION; EROSION CONTROL - LIMING; EROSION CONTROL - MOWING; EROSION CONTROL - MULCHING; EROSION CONTROL - PLANTING TREES/SHRUBS/PLANTS; EROSION CONTROL - ROADSIDE RESTORATION; EROSION CONTROL - SEEDING; EROSION CONTROL -SODDING; EROSION CONTROL - TOPSOIL APPLICATION; EROSION CONTROL - SOIL STABILIZATION; PLANTING - TREES/SHRUBS/PLANTS
Street: 1423 E 29TH STREET, SUITE 302
City: TACOMA State: WA Zip: 98404
Voice: (253) 722-5840 Fax: (253) 722-5831
E-mail: SHEARRING@ADVANCEDGOVERNMENTSERVICESINC.COM
Contact: HEARRING SUZANNE M
Owner: HEARRING SUZANNE M
Certification No.: D2F8719009
Washington Cert.: WBE Federal Cert.: DBE
Prime NAICS: 561990
2nd NAICS: 561730 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS:

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BID TABULATION
City of Black Diamond
Railroad Avenue Roadway Improvements (Sta.)
Prepared by Hammond Collier Wade Livingstone
Bid Opening: December 22, 2009

					Bidder #22		Bidder #23		Bidder #24	
Item No.	Spec Section	ITEM Description	QUANTITY	UNIT	Lloyd		Advance Construction Inc.		UNIT PRICE	TOTAL
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	1	Minor Changes	1	EST	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		\$0.00
2	1	Utility Potholing	8	EA	\$370.00	\$2,960.00	\$1,000.00	\$8,000.00		\$0.00
3	1-10	Flaggers and Spotters	1,000	HR	\$56.00	\$56,000.00	\$50.00	\$50,000.00		\$0.00
4	1-10	Temporary Traffic Control Devices	1	LS	\$14,200.00	\$14,200.00	\$10,000.00	\$10,000.00		\$0.00
5	1-07.15	Spill Prevention Control and Countermeasu	1	LS	\$500.00	\$500.00	\$5,000.00	\$5,000.00		\$0.00
6	1-09.7	Mobilization	1	LS	\$53,063.00	\$53,063.00	\$50,000.00	\$50,000.00		\$0.00
7	2-01.5	Clearing and Grubbing	1	LS	\$5,800.00	\$5,800.00	\$10,000.00	\$10,000.00		\$0.00
8	2-02.3	Sawcutting	154	LF	\$2.50	\$385.00	\$2.00	\$308.00		\$0.00
9	2-02.5	Removal of Structure & Obstruction	1	LS	\$17,700.00	\$17,700.00	\$10,000.00	\$10,000.00		\$0.00
10	2-03.5	Roadway Excavation Incl. Haul	988	CY	\$21.70	\$21,439.60	\$20.00	\$19,760.00		\$0.00
11	2-03.5	Roadway Excavation	575	CY	\$17.25	\$9,918.75	\$25.00	\$14,375.00		\$0.00
12	2-03.5	Embankment Compaction	575	CY	\$3.30	\$1,897.50	\$15.00	\$8,625.00		\$0.00
13	2-03.5	Select Material	190	CY	\$14.80	\$2,812.00	\$25.00	\$4,750.00		\$0.00
14	2-09.5	Shoring or Extra Excavation Cl. B	7,400	SF	\$0.10	\$740.00	\$5.00	\$37,000.00		\$0.00
15	2-11.5	Trimming and Cleanup	1	LS	\$22,500.00	\$22,500.00	\$5,000.00	\$5,000.00		\$0.00
16	4-04.5	Crushed Surfacing Top Course	1,971	Ton	\$36.50	\$71,941.50	\$20.00	\$39,420.00		\$0.00
17	5-04.5	Planing Bituminous Pavement	350	SY	\$12.60	\$4,410.00	\$20.00	\$7,000.00		\$0.00
18	5-04.5	HMA Cl.3/4, PG 58-22	1,050	Ton	\$76.00	\$79,800.00	\$100.00	\$105,000.00		\$0.00
19	5-04.5	Asphalt Treated Base	1,400	Ton	\$64.50	\$90,300.00	\$100.00	\$140,000.00		\$0.00
20	5-04.5	HMA for Approach Cl. 1/2" PG58-22	60	Ton	\$257.00	\$15,420.00	\$100.00	\$6,000.00		\$0.00
21	5-04.5	Cold Patch	75	Ton	\$145.00	\$10,875.00	\$45.00	\$3,375.00		\$0.00
22	5-04.5	Relocate Existing Utility/Valve Box	1	EA	\$554.00	\$554.00	\$500.00	\$500.00		\$0.00
23	7-01.5	Underdrain Pipe 4 In. Diam.	333	LF	\$15.80	\$5,261.40	\$20.00	\$6,660.00		\$0.00
24	7-04.5	Profile Wall PVC Storm Sewer Pipe, 12-in. f	636	LF	\$26.50	\$16,854.00	\$35.00	\$22,260.00		\$0.00
25										
26	7-04.5	Solid Wall PVC Storm Sewer Pipe, 8-in. Diam.	19	LF	\$41.25	\$783.75	\$30.00	\$570.00		\$0.00
27	7-04.5	Ductile Iron Pipe, 6-In. Diam. Incl. Fittings	1	LS	\$10,300.00	\$10,300.00	\$18,000.00	\$18,000.00		\$0.00
28	7-04.5	Ductile Iron Pipe, 8-in. Diam.	31	LF	\$36.00	\$1,116.00	\$55.00	\$1,705.00		\$0.00
29	7-04.5	Ductile Iron Pipe, 18-in. Diam.	811	LF	\$55.75	\$45,213.25	\$120.00	\$97,320.00		\$0.00
30	7-04.5	Ductile Iron Pipe 24-In. Diam.	110	LF	\$94.25	\$10,367.50	\$120.00	\$13,200.00		\$0.00
31	7-04.5	Plain Conc. Storm Sewer Pipe 12-inch Diam.	15	LF	\$60.50	\$907.50	\$65.00	\$975.00		\$0.00
32	7-04.5	Corrugated Polyethalyne Storm Sewer Pipe 36-inch Diam.	4	LF	\$93.00	\$372.00	\$500.00	\$2,000.00		\$0.00
33	7-04.5	Corrugated Polyethalyne Storm Sewer Pipe 60-inch Diam.	85	LF	\$272.00	\$23,120.00	\$200.00	\$17,000.00		\$0.00
34	7-04.5	Trench Drain	450	LF	\$91.21	\$41,044.50	\$80.00	\$36,000.00		\$0.00
35	7-05.5	Catch Basin Type 1	4	EA	\$900.00	\$3,600.00	\$1,000.00	\$4,000.00		\$0.00
36	7-05.5	Catch Basin Type 2 48-in. Diam.	9	EA	\$1,900.00	\$17,100.00	\$3,000.00	\$27,000.00		\$0.00
37	7-05.5	Catch Basin Type 2 60-in. Diam.	1	EA	\$3,600.00	\$3,600.00	\$4,000.00	\$4,000.00		\$0.00
38	7-05.5	Catch Basin Type 2 Control Structure - 72-i	1	EA	\$6,200.00	\$6,200.00	\$8,000.00	\$8,000.00		\$0.00
39	7-05.5	Stormfilter Catch Basin (4-Cartridge)	3	EA	\$28,425.00	\$85,275.00	\$10,000.00	\$30,000.00		\$0.00
40	7-05.5	Adjust Manhole	4	EA	\$640.00	\$2,560.00	\$500.00	\$2,000.00		\$0.00
41	7-20.5	Adjust Utility/Valve Box	24	EA	\$395.00	\$9,480.00	\$200.00	\$4,800.00		\$0.00
42	8-01.5	Temporary Erosion and Sediment Control	1	LS	\$11,200.00	\$11,200.00	\$10,000.00	\$10,000.00		\$0.00
43	8-01.5	Inlet Protection and Maintenance	12	EA	\$90.00	\$1,080.00	\$200.00	\$2,400.00		\$0.00
44	8-01.5	Interceptor Swale	395	LF	\$3.00	\$1,185.00	\$10.00	\$3,950.00		\$0.00
45	8-01.5	Dispersion Trench	45	LF	\$7.00	\$315.00	\$50.00	\$2,250.00		\$0.00
46	8-01.5	Top Soil	80	CY	\$28.50	\$2,280.00	\$30.00	\$2,400.00		\$0.00
47	8-01.5	Bark Mulch	25	CY	\$23.00	\$575.00	\$32.00	\$800.00		\$0.00
48	8-01.5	Seeding and Fertilizing	2,930	SY	\$1.15	\$3,369.50	\$0.75	\$2,197.50		\$0.00
49	8-02.5	PSIPE Koelreuteria Paniculata	3	EA	\$850.00	\$2,550.00	\$400.00	\$1,200.00		\$0.00
50	8-02.5	PSIPE Buxus Microphyllia	33	EA	\$68.00	\$2,244.00	\$40.00	\$1,320.00		\$0.00
51	8-02.5	PSIPE Mahonia Nervosa	1,000	EA	\$4.50	\$4,500.00	\$10.00	\$10,000.00		\$0.00
52	8-02.5	PSIPE Hemerocallis	120	EA	\$13.75	\$1,650.00	\$10.00	\$1,200.00		\$0.00
53	8-02.5	PSIPE Narcissus	120	EA	\$13.75	\$1,650.00	\$4.00	\$480.00		\$0.00
54	8-04.5	Cement Conc. Traffic Curb and Gutter	852	LF	\$20.60	\$17,551.20	\$30.00	\$25,560.00		\$0.00
55	8-04.5	Rolled Curb	20	LF	\$23.00	\$460.00	\$30.00	\$600.00		\$0.00
56	8-04.5	Cement Conc. Traffic Curb	113	LF	\$20.60	\$2,327.80	\$20.00	\$2,260.00		\$0.00
57	8-06.5	Cement Conc. Driveway Approach	18	SY	\$45.75	\$823.50	\$90.00	\$1,620.00		\$0.00
58	8-11.5	Timber Barrier Guardrail	145	LF	\$64.00	\$9,280.00	\$75.00	\$10,875.00		\$0.00
59	8-12.5	4' High Wood Fence	162	LF	\$53.00	\$8,586.00	\$50.00	\$8,100.00		\$0.00
60	8-12.5	Post and Rail Fence	53	LF	\$48.50	\$2,570.50	\$50.00	\$2,650.00		\$0.00
61	8-13.5	Remove and Reset Monument, Case and C	2	EA	\$450.00	\$900.00	\$500.00	\$1,000.00		\$0.00
62	8-14.5	Cement Conc. Test Panel	3	EA	\$625.00	\$1,875.00	\$800.00	\$2,400.00		\$0.00
63	8-14.5	Cement Conc. Sidewalk	476	SY	\$33.25	\$15,827.00	\$80.00	\$38,080.00		\$0.00
64	8-14.5	Cement Conc. Sidewalk 8" thick	85	SY	\$63.00	\$5,355.00	\$130.00	\$11,050.00		\$0.00
65	8-14.5	Cement Concrete Sidewalk Ramp Type 2	3	EA	\$1,030.00	\$3,090.00	\$1,500.00	\$4,500.00		\$0.00
66	8-14.5	Cement Concrete Stairs	1	LS	\$2,100.00	\$2,100.00	\$2,500.00	\$2,500.00		\$0.00
67	8-14.5	Bike Plaza	1	LS	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00		\$0.00
68	8-18.5	Mailbox Cluster	1	EA	\$950.00	\$950.00	\$1,500.00	\$1,500.00		\$0.00
69	8-19.5	Precast Wheel Stop	62	EA	\$74.25	\$4,603.50	\$115.00	\$7,130.00		\$0.00
70	8-20.5	Conduit Pipe 2 inch Diameter - Sch. 80	890	LF	\$9.95	\$8,855.50	\$20.00	\$17,800.00		\$0.00
71	8-20.5	Conduit Pipe 3 Inch Diameter - Sch. 80	10	LF	\$13.50	\$135.00	\$20.00	\$200.00		\$0.00
72	8-20.5	Conduit Pipe 4 Inch Diameter - Sch. 80	270	LF	\$10.41	\$2,810.70	\$40.00	\$10,800.00		\$0.00
73	8-20.5	Junction Box Type 1	8	EA	\$280.28	\$2,242.24	\$500.00	\$4,000.00		\$0.00
73A	8-20.5	Junction Box Type 4	4	EA	\$280.28	\$1,121.12	\$700.00	\$2,800.00		\$0.00
74	8-20.5	Controller Cabinet	1	LS	\$4,375.80	\$4,375.80	\$15,000.00	\$15,000.00		\$0.00
75	8-21.5	Permanent Signing	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00		\$0.00
76	8-21.5	Project Sign	1	EA	\$500.00	\$500.00	\$500.00	\$500.00		\$0.00
77	8-22.5	Painted Access Parking Space Symbol with	4	EA	\$51.50	\$206.00	\$40.00	\$160.00		\$0.00
78	8-22.5	Paint Line	6,100	LF	\$0.40	\$2,440.00	\$0.50	\$3,050.00		\$0.00
79	8-22.5	Painted Yield Line Symbol (Type 1)	10	EA	\$22.75	\$227.50	\$3.00	\$30.00		\$0.00
80	8-22.5	Painted Stop Line	30	LF	\$1.15	\$34.50	\$1.70	\$51.00		\$0.00
81	8-22.5	Paint Crosswalk Line	260	SF	\$1.75	\$455.00	\$2.60	\$676.00		\$0.00
82	8-24.5	Railroad Tie Wall	120	SF	\$3.50	\$420.00	\$75.00	\$9,000.00		\$0.00
83	8-24.5	Gravity Block Wall	196	SF	\$19.75	\$3,871.00	\$45.00	\$8,820.00		\$0.00
84	8-24.5	Ultra Block Wall	1,000	SF	\$21.50	\$21,500.00	\$45.00	\$45,000.00		\$0.00

Base It				\$944,463.61	\$1,123,512.50	\$0.00
Additive Bid Schedule						
A-1	7-20.5	Adjust Gas Valve Box	5	EA	\$395.00	\$1,975.00
A-2	8-20-5	Light Standards with Wiring	1	LS	\$34,585.41	\$34,585.41
Additive				\$36,560.41	\$56,000.00	\$0.00
Math Error of \$.018				\$981,024.02	\$1,179,512.50	\$0.00
Indicates math error						

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 10-668, authorizing Supplement No. 1 to the existing contract with Gray and Osborne for right-of-way acquisition services	Agenda Date: January 21, 2010		AB10-008
	Department/Committee/Individual	Created	Reviewed
	Mayor Rebecca Olness		
	City Administrator		
	City Attorney – Noel Treat		
	City Clerk – Brenda L. Martinez		X
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police –		
Cost Impact: \$25,600	Court –		
Fund Source: CIP-Grants and in kind City Services			
Timeline: project complete by Fall 2010			
Attachments: Resolution No. 10-668, Contract, Cover Letter and Scope of Work Exhibits, Capital Improvement Page, Original Agenda Bill and contract-August 6, 2009			
SUMMARY STATEMENT: <p>Upon completion of the environmental review and survey work it was discovered that there were three areas of private property interference with the proposed project area. Several sidewalk relocation options were considered but ultimately it was determined that additional right of way is needed.</p> <p>King County, our grant administrator has been contacted and alerted to the situation. Because of the federal funds involved and the complicated federal procedural requirements, professional right of way acquisition services will be needed.</p> <p>The simplest way to accomplish this need is through a sub consultant as an additional scope item under our current contract with Gray and Osborne.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends approving with the addition of reference stakes and clarifications in the scope of work.			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 10-668, authorizing the Mayor to sign a \$25,600 contract supplement with Gray and Osborne for the right of acquisition services for the Morgan Street Sidewalk Phase II project.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
January 21, 2010			

RESOLUTION NO. 10-668

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING A CONTRACT SUPPLEMENT NO. 1 WITH
GRAY & OSBORNE FOR RIGHT-OF-WAY ACQUISITION
SERVICES FOR THE MORGAN STREET SIDEWALK
PHASE II PROJECT**

WHEREAS, The City is in the predesigned phase of the Morgan Street sidewalk project and discovered that additional right of way is needed for the project; and

WHEREAS, the most efficient and secure way of acquiring the right-of-way according to federal requirements has been determined to be through a professional right-of-way agent as a sub consultant to Gray & Osborne, the City Engineer on this project,

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

Section 1. The Mayor is authorized to execute the attached Contract Supplement No. 1 with Gray & Osborne in the amount of \$25,600 for the right-of-way acquisition services for the Morgan Street Sidewalk Project as attached hereto ~~as Exhibit A.~~

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF JANUARY, 2010

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

**Supplement # 1 to Professional Services Agreement dated August 6, 2009
Between Gray & Osborne and the City of Black Diamond**

This Professional Services Agreement Supplement #1 is dated January 21, 2010 and is entered into as an amendment to the agreement dated August 6, 2009 by and between:

CITY OF BLACK DIAMOND, WASHINGTON (the "City")
24301 Roberts Drive
Black Diamond, WA 98010
Contact: Seth Boettcher, Public Works Director
Phone: 360-886-2560 Fax : 360-886-2592

and

GRAY & OSBORNE, INC.
701 Dexter Avenue N., Suite 200
Seattle, WA 98109
Contact: Timothy J. Osborne, P.E
Phone: 206-284-0860 Fax: 206-283-3206

This supplement amends the agreement and authorizes additional scope of work for right-of-way services including:

- Project management and oversight of right-of-way documentation development including oversight and management of sub consultants;
- Project research and legal descriptions and exhibits for three property "takes" to facilitate right-of-way acquisition by City;
- Coordinate design documents with right-of-way acquisition (development of legal documentation) needs. Coordinate delivery of exhibits and legal documentation to City and right-of-way agent;
- Employ a qualified right-of-way agent (Abaco Pacific, Inc) to provide appraisal and acquisition services.

This additional scope of work shall be performed in accordance with the attached letter, Exhibits A, B, C and C-1.

Project budget not to exceed \$25,600.

CITY OF BLACK DIAMOND

CONSULTANT

By: _____

Rebecca Olness

Its: Mayor

Date: _____

Attest:

By:

Brenda L. Martinez

City Clerk

By: _____

Printed Name: _____

Its: _____

Date: _____



January 5, 2010

Mr. Seth Boettcher, P.E.
Public Works Director
City of Black Diamond
P.O. Box 599
Black Diamond, Washington 98010

SUBJECT: REVISED CONTRACT SUPPLEMENT NO. 1 FOR RIGHT-OF-WAY
SERVICES, MORGAN STREET SIDEWALKS – PHASE II
CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON
G&O #09467.00

Dear Mr. Boettcher:

Our current engineering contract does not include any right-of-way services other than establishing the right-of-way. Enclosed for your review and consideration are scopes of services for Gray & Osborne, Inc. and its subconsultant, Abaco Pacific, Inc. (Exhibits A and B, respectively), and a fee estimate (Exhibit C) for providing additional engineering services for the above-subject project, more specifically “limited” right-of-way services. The original scope of work assumed the proposed improvements could be efficiently and economically constructed within existing rights-of-way. However, after the topographical survey was completed and mapped; the right-of-way was established, verified, and mapped; and a concept layout developed for the improvements, it was discovered that simply widening the roadway to the northerly side to facilitate construction of these improvements could not be accomplished without additional right-of-way acquisition. It is believed the acquisition of right-of-way and/or easements to facilitate the construction of these improvements as currently contemplated is less expensive and safer than moving the improvements to the south side and constructing a midblock pedestrian crossing (increased risk to pedestrians) and/or moving the entire road section to the south. We strongly encourage the City to maintain the continuity of the sidewalk on the north side of Morgan Street (similar to Phase I) and provide a channelized pedestrian crossing at the Morgan Street/Roberts Drive intersection.

Additionally, acquisition of the triangular property at the westerly end of Morgan Street is required to construct proposed and/or related improvements in and along Morgan Street as well as the intersection of Morgan Street and Roberts Drive.



Mr. Seth Boettcher, P.E.
January 5, 2010
Page 2

Should the City desire us to proceed with the work, please prepare a contract supplement and attach the enclosed exhibits thereto and send them to us for our signature.

Please advise accordingly.

Very truly yours,

GRAY & OSBORNE, INC.

Timothy J. Osborne, P.E.

TJO/hhj
Encl.

cc: Mr. Dan Dal Santo, Utility Supervisor, City of Black Diamond

EXHIBIT "A"

ADDITIONAL SCOPE OF SERVICES (RIGHT-OF-WAY SERVICES)

CITY OF BLACK DIAMOND

SCHEDULE A: MORGAN STREET SIDEWALK PROJECT – PHASE II (ABRAMS STREET TO ROBERTS DRIVE)

SCHEDULE B: ROBERTS DRIVE SIDEWALK PROJECT (MORGAN STREET TO CITY HALL)

INTRODUCTION

The City of Black Diamond has now found it advantageous to acquire right-of-way to facilitate the construction of pedestrian improvements and improvements related thereto in and along the project corridor. Parcels requiring right-of-way takes are shown (highlighted in yellow) on the attached Exhibit "C-1." Small "strip takes" are required on the parcels located (in yellow highlight) on the north side of Morgan Street. A total "take" is required on the triangular parcel located at the westerly end of Morgan Street (see Exhibit "C-1"). A total of three parcels are affected by right-of-way "takes." Our additional and specific scope of work is more specifically listed below:

Task No.	<u>Brief Task Description</u>
---------------------	--------------------------------------

Gray & Osborne, Inc. Services

1. Provide additional project management and oversight of right-of-way documentation development including oversight and management of subconsultants.
2. Provide research and prepare legal descriptions and exhibits for three property "takes" to facilitate right-of-way acquisition by City.
3. Coordinate design documents with right-of-way acquisition (development of legal documentation) needs. Coordinate delivery of exhibits and legal documentation to City and right-of-way agent.
4. Employ a qualified right-of-way agent to provide appraisal and acquisition services.
5. Stake right-of-way takes, including providing office calculations related thereto with the intent of providing visual evidence of the approximate existing and new proposed rights-of-way. Stakes will be provided at the abutting easterly and westerly property "corners" only for the Berkey and Bergman parcels. Note: This work does not include installing property corners or filing a record of survey.

Subconsultant (Abaco Pacific, Inc.) Services

Our right-of-way agent's scope of work and services are listed in the attached Exhibit B, which by reference hereto becomes a part hereof.

Note: This contract scope of work does not include:

1. Additional title report acquisition.
2. Setting property corners or performing any additional "on-site" survey.
3. Filing documentation with County assessor.
4. Perform and/or recording a "record of survey" or resolving any property disputes.
5. Calculating exact square footage for "remaining areas" (Note: the remaining areas will be calculated and rounded per approximate boundary dimensions).

Deliverables

1. Three each – legal descriptions of "take" and exhibits identifying area of "take."
2. Area calculation of "take" (three each).
3. Appraisal reports and related documentation.

Assumptions are based upon information provided and prior experience with similar projects:

City Council has approved ordinance authorizing ROW acquisition.

Estimate assumes local/state/federal funding. ROW activities will adhere to all regulations/requirements of City/funding agencies and applicable statutes.

Appraisals not required when fair market value estimated <\$25,000 and no complex matters exist. Market analysis required to support FMV. Assume no appraisals.

Temporary Construction Easements are not required. There are no permanent easements required.

There are no relocations of residents, tenants and/or businesses as a result of this project

There is no need for Phase I or Phase II environmental assessments.

No partial lien releases will be obtained. If there are liens in place and funding requires obtaining partial lien release, additional time and expense will occur.

ROW acquisitions occur according to attached Estimated Schedule. Schedule changes may affect costs.

Budget estimate DOES NOT include purchase price, closing costs, legal fees associated with acquisition, mediation, condemnation.

Preliminary Estimate
Right-of-Way Budget

EXHIBIT "B"

City of
Black Diamond

Morgan Street Pedestrian Improvement Project - Phase II

Prop. Name	ROW acquisition square feet (Draft)	Project Set-Up Pre-Acquisition	Appraisal	App. Review	Acquisition Negotiations	Project Management/ Sub Contract oversight	Project closing and certification.
		Includes ordering updated title reports/review docs, project set up, grant review, client meetings, site visitation. Estimate 14 hours	Assume no appraisal required when fair market value is <\$25,000 and acquisition anticipated to be simple. Prepare market analyses for all 3 parcels. Combined stats, individual property analysis. Estimated 10 hours.	Assume no appraisal reviews will be required.	Parcel acquisition includes 3 hours pre-negotiation (including statutory notices), 18 hours negotiations, 4 hours escrow/closing. Does not include any fees for mediation and/or arbitration or trial work	Based on title/escrow subs: Tasks include oversight, invoicing, file maintenance, audit, reporting. Estimate 10 project hours	Preparing files and meeting requirement for certification by funding agencies. File copies, closing memos. Estimated at 20 hours.
Bryant	1,559			\$0	\$2,625		
Bergman	61			\$0	\$2,625		
Berkey	729			\$0	\$2,625		
Sub Total		\$1,470	\$1,050	\$0	\$7,875	\$1,050	\$2,100
Sub Total Project Estimate		\$13,545					
Apply Overhead Rate (1.35)							
Total Project Estimate		\$18,286					

ROW Acquisition Schedule Estimate

City of Black Diamond
Morgan Street Pedestrian Improvement Project-Phase II

		MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
* Pre-acquisition	2 to 6 weeks																						
	Set up project files																						
	Update title reports/review docs																						
	Grant review																						
	Project and client meetings																						
* Valuations	Site visitation																						
	Public meetings																						
	3 to 4 weeks																						
	Prepare market analyses to establish FMV																						
	2 to 3 weeks																						
* Required Notices to Owners	Send Notice to Acquire																						
	Obtain Right of Entry as needed																						
	Review with funding agency as required																						
	4 to 16 weeks																						
	Acquisition Negotiations																						
* Acquisition Negotiations	Negotiations and agreement																						
	Prepare offer letter																						
	3 to 6 weeks																						
	Documentation Prep and Closing																						
	Prepare all closing docs																						
* Documentation Prep and Closing	Obtain approvals, signatures																						
	Funding/Closings																						
	6 to 18 months																						
	Condemnation Action																						
	Possession and Use																						
* Condemnation Action	1 to 4 months																						
	Necessary actions																						
	Specific tasks of necessary actions																						
	If necessary																						
	Prepared by Jeri J. Cranney																						
* Prepared by Jeri J. Cranney	Abaco Pacific, Inc.																						
	DRAFT																						

EXHIBIT "C"

ADDITIONAL ENGINEERING SERVICES (RIGHT-OF-WAY SERVICES) SCOPE AND ESTIMATED COST

Prepared by Timothy J. Osborne, P.E.					Date January 5, 2010	
Project Morgan Street and Roberts Drive Sidewalks						
Direct Salary Cost (DSC)						
Classification	Hours		Rate		Cost	
Principal/Principal In Charge	4	x	\$56	=	\$	224
Project Manager/Engineer	8	x	\$42	=	\$	336
Civil Engineers	4	x	\$33	=	\$	132
Traffic Engineer	0	x	\$42	=	\$	-
Structural Engineer	0	x	\$44	=	\$	-
Technician/Drafter/E.I.T.	0	x	\$28	=	\$	-
Environmental Technician/Specialist	0	x	\$32	=	\$	-
Survey Crew	8	x	\$66	=	\$	528
Professional Land Surveyor	9	x	\$42	=	\$	378
Field Inspector/Resident Engineer	0	x	\$32	=	\$	-
TOTAL DSC					\$	1,598
OVERHEAD (OH @ 171.00% x \$1,598)					\$	2,733
SUBTOTAL, DIRECT LABOR COSTS AND OVERHEAD					\$	4,331
FIXED FEE (FF) (FF @ 15% x \$4,331)					\$	650
REIMBURSABLES						
Mileage (@ allowable IRS rate*), Photographs, Printing, Title Reports, and Miscellaneous Items (assessor maps, plat maps, records of survey, etc.)						
*Currently \$0.55/mile.					\$	504
SUBCONSULTANT COST, INCL. 10% ADMIN. OVERHEAD					\$	20,115
GRAND TOTAL					\$	25,600

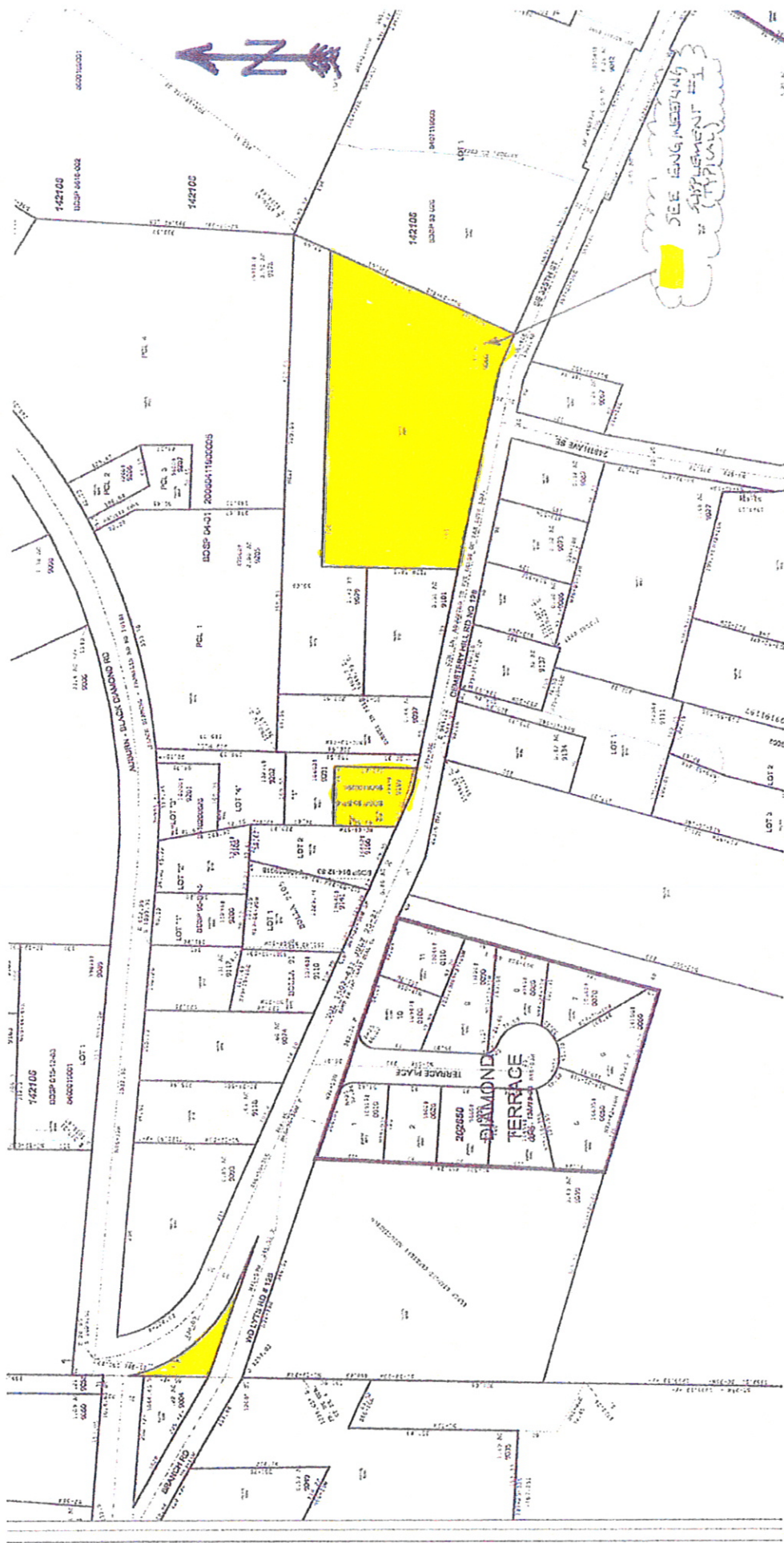


EXHIBIT C-1
(NO SCALE)



Capital Improvement Program 2009 - 2014

Project for the	Street	Department	# T5
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Account code 320 000 007

PROJECT TITLE	Morgan Street Sidewalk Extension Phase II
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DESCRIPTION	Install sidewalk, curb, gutter on the north side of Morgan Street from Abrams to Roberts Drive.
BACKGROUND	The need for sidewalks along Morgan Street is increasing because pedestrian traffic is growing. The staff has applied for two grants and is suggesting that the City provide inspections and project management in house. If the grants are not received this project should be put on hold. Over a long period of time the sidewalks could be installed as frontage improvements along with redevelopment along the corridor.
COMMENTS	The construction engineering piece of \$46,400 is intended to be done in-house but may be contracted.

	Total \$ Requested	2009	2010	2011	2012	2013	2014
CAPITAL PROJECT COSTS							
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering	46,400		46,400				
Design Engineering	88,000	70,000	18,000				
Construction Costs	445,600		445,600				
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$580,000	\$70,000	\$510,000				

	Total \$ Project	2009	2010	2011	2012	2013	2014
REQUESTED FUNDING							
Grants (CDBG)	533,600	70,000	463,600				
Water Connection/Reserves							
Wastewater Connection/Reserves							
Stormwater Connection/Reserves							
Street Funds							
Developer/Impact Fees/SEPA							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2	46,400		46,400				
PW Trust Fund Loan							
BFB Carryover							
TOTAL SOURCES	\$580,000	\$70,000	\$510,000				

	Total \$ Requested	2009	2010	2011	2012	2013	2014
NON CAPITAL OPERATING COSTS							
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION			
SUBJECT: Resolution No. 09-622, authorizing the Mayor to execute a contract with Gray & Osborne for the design and preparation of the Morgan Street Sidewalk Project Cost Impact: \$88,300 Fund Source: CIP, Grants, in kind City Services Timeline: Project complete by May 2010	Agenda Date: August 6, 2009		AB09-095
	Department/Committee/Individual	Created	Reviewed
	Mayor Howard Botts		
	City Administrator –Gwen Voelpel		
	City Attorney – Loren D. Combs		
	City Clerk – Brenda L. Martinez		
	Finance – May Miller		
	Public Works – Seth Boettcher	X	
	Economic Devel. – Andy Williamson		
	Police – Jamey Kiblinger		
	Court – Kaaren Woods		
Attachments: Resolution No. 09-622, Contract, Capital Improvement page			
SUMMARY STATEMENT: The City screened the available consultants off of our 2008 – 2009 consultant list. After reviewing specific project proposals, presentations and interviews, the selection panel chose Gray and Osborne as the best fit for Black Diamond on this project. The selection process was reviewed with Eric Jensen of King County and has given the City approval to move forward. The design effort will need to start right away in order to complete the project by the end of May. The Railroad Avenue Project and the sidewalk project will be under construction at the same time. The Public Works Committee requested that the survey scope of work be increased to make sure that we do not have right-of-way surprises. This was done at minimal cost as Gray and Osborne did not add more to their survey costs, but just passed on the costs of the additional title reports. Project Budget: CDBG Grant.....\$363,600 Transportation Improvement Board.....\$170,000 Black Diamond in kind match.....\$46,400 Total\$580,000			
COMMITTEE REVIEW AND RECOMMENDATION: Bring forward to Council for adoption per Public Works Committee (Councilmembers Bowie and Hanson).			
RECOMMENDED ACTION: MOTION to adopt Resolution No. 09-622, authorizing the Mayor to sign a \$88,300 contract with Gray and Osborne for the design and preparation of contract documents for the Morgan Street Sidewalk Phase II project.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	
August 6, 2009			

RESOLUTION NO. 09-622

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING A CONTRACT WITH GRAY & OSBORNE
FOR THE DESIGN OF THE MORGAN STREET SIDEWALK
PHASE II PROJECT**

WHEREAS, the City applied for and was awarded a \$363,600 Community Development Block Grant, and A \$170,000 grant from the Transportation Improvement Board; and

WHEREAS, the Morgan Street Sidewalk is on the City's Capital Improvement Plan; and

WHEREAS, the City has advertised and has followed procedure in selecting the best qualified engineer for this project;

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

Section 1. The Mayor is hereby authorized to execute a contract with Gray & Osborne in the amount of \$88,300 for the design and preparation of the project documents for the Morgan Street Sidewalk Project as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF AUGUST, 2009.

CITY OF BLACK DIAMOND:

Howard Botts, Mayor

Attest:

Brenda L. Martinez, City Clerk



Capital Improvement Program 2008 - 2013

Project for the **Street** Department # **T6**

PROJECT TITLE **Morgan Street Sidewalk Extension Phase II**

DESCRIPTION

Install Sidewalk, curb, gutter on the north side of Morgan Street from Abrams to Roberts Drive.

BACKGROUND

The need for sidewalks along Morgan Street is increasing because pedestrian traffic is growing. The staff has applied for two grants and is suggesting that the City provide inspections and project management in house.

COMMENTS

If the grants are not received this project should be put on hold. Over a long period of time the sidewalks could be installed as frontage improvements along with redevelopment along the corridor.

CAPITAL PROJECT COSTS

	Total \$ Requested	2008	2009	2010	2011	2012	2013
Land/Right of Way							
Building Improvements							
Preliminary Engineering							
Construction Engineering	60,000		60,000				
Design Engineering	60,000		60,000				
Construction Costs	413,600			413,600			
Capital Outlay							
Other (Specify)							
TOTAL COSTS	\$533,600		\$120,000	\$413,600			

REQUESTED FUNDING

	Total \$ Project	2008	2009	2010	2011	2012	2013
Grants	533,600		120,000	413,600			
Water Utility Fund							
Wastewater Utility Fund							
Stormwater Utility Fund							
Street Funds							
Impact Fees							
Real Estate Excise Tax 1							
Real Estate Excise Tax 2							
PW Trust Fund							
Other							
TOTAL SOURCES	\$533,600		\$120,000	\$413,600			

NON CAPITAL OPERATING COSTS

	Total \$ Requested	2008	2009	2010	2011	2012	2013
Salaries, Benefits and Other							
Debt Repayment							
TOTAL OPERATING							

CITY OF BLACK DIAMOND

Department of Public Works
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010

PROFESSIONAL SERVICES AGREEMENT

1. Parties

This Agreement is entered into between the City of Black Diamond, King County, Washington ("City"), and Gray & Osborne, Inc. ("Consultant"); collectively, the "Parties."

2. Addresses of Parties for Notices

Consultant agrees to accept notices under this Agreement via facsimile. It is the responsibility of Consultant to notify City in writing if any of the contact information appearing below should change. 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:

CITY:

CITY OF BLACK DIAMOND
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010
Contact: SETH BOETTCHER
Phone: (360) 886-2560
Fax: (360) 886-2592

CONSULTANT:

GRAY & OSBORNE, INC.
701 Dexter Avenue North, #701
Seattle, WA 98109
Tax I.D. # 91-0890718
Contact: TIM OSBORNE
Phone: (206) 284-0860 / tosborne@g-o.com
Fax: (206) 283-3206

TERMS AND CONDITIONS

1. Effective date

This Agreement is effective as of the _____ day of _____, 20____.

2. Description of services

Consultant has been retained by the City to provide professional services in connection with the following Project: MORGAN STREET & ROBERTS DRIVE SIDEWALKS. Develop and provide plans, specifications, and cost estimates resulting in bid and construction documents for installation of sidewalks.

3. **Services by Consultant**

- A. Consultant shall perform the services described in the Scope of Services attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Services without prior written authorization from the City.
- B. The City may from time to time require changes or modifications in the Scope of Services. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

4. **Schedule of Work**

- A. Consultant shall perform the services described in the Scope of Services in accordance with the Project Schedule attached to this contract as Exhibit "C," with final design and bid documents completed to the satisfaction of the City **no later than October 6, 2009**, and bid review and remaining tasks completed to the satisfaction of the City **no later than January 31, 2010**. If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.
- B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

5. **Compensation**

- ☐ LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.
- ☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed eighty-eight thousand three hundred dollars (\$88,300), as indicated on Exhibit B ("Fee Summary"), without written authorization by the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit B.
- ☐ TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Attachment "C."
- ☐ OTHER. _____

6. **Payment**

- A. Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.

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

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

7. Discrimination and Compliance with Laws

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

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

C. Violation of Section 7 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility of Consultant to do further work for City.

8. Suspension and Termination of Agreement

A. This Agreement may be terminated by the City at any time upon the default of the Consultant or upon public convenience, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

B. The City may suspend this Agreement, at its sole discretion, upon a minimum of seven (7) days' advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall

be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

9. Standard of Care

Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product

All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 6 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City. City agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefore.

11. Indemnification / Hold Harmless

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, arising out of or resulting from the acts, errors or omissions of the Consultant in defective or negligent performance of this Agreement, except for injuries and damages caused by the primary negligence of the City.

12. Insurance

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall at all times maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

13. Assigning or Subcontracting

Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City.

14. Independent Contractor

Consultant is and shall be at all times during the term of this Agreement an independent contractor.

15. Governing Law and Venue for Disputes

Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court.

16. Attorneys' Fees

In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

17. Extent of Agreement/Modification

This Agreement, together with any attachments incorporated by reference, represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by express written consent of both parties.

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

CITY OF BLACK DIAMOND

By: _____

Print name: _____

Title: _____

Date: _____

CONSULTANT

By:  _____

Print name: Tim OSBORNE

Title: PRINCIPAL / VICE PRESIDENT

Date: 4/29/09

Attachments

EXHIBIT "A"

SCOPE OF SERVICES

CITY OF BLACK DIAMOND

SCHEDULE A: MORGAN STREET SIDEWALK PROJECT – PHASE II (ABRAMS STREET TO ROBERTS DRIVE) SCHEDULE B: ROBERTS DRIVE SIDEWALK PROJECT (MORGAN STREET TO CITY HALL)

INTRODUCTION

The purpose of this Contract is for Gray & Osborne, Inc. (G&O) and its subconsultants to provide engineering and related services necessary to develop preliminary and final plans, specifications, and cost estimates (PS&E) resulting in the preparation of bid/construction documents for the bid, award, and construction of:

- Pedestrian walkway (6-foot-wide concrete sidewalks) improvements (including curb and gutter) in and along the northerly side of the Morgan Street corridor (approximately 0.33 mile), more particularly from Abrams Street (termination point of Phase I improvements) to Roberts Drive. Additionally, 6-foot-wide concrete sidewalks will be extended in and along the southerly side of Roberts Drive to City Hall (approximately 0.04 mile).
- Project improvements will be designed and structured under two schedules of work (Schedule A and B) due to funding sources (ability to audit grant expenses). Schedule A work will be for pedestrian improvements in and along Morgan Street and is funded in part with TIB and CDBG funds. Schedule B work will be for pedestrian improvements in and along Roberts Drive and is funded in part with CDBG funds.

The engineering and related services contemplated under this contract scope of work will generally include a planning level analysis regarding the development and construction of the proposed improvements, to include survey and mapping, limited geotechnical assessment and investigation, limited environmental (SEPA) documentation, identifying right-of-way and right-of-way constraints, developing conceptual drawings, conducting a public involvement process, and developing detailed project cost estimates. After the preferred concept is approved by the City, development of final PS&E products and bid/construction documents will be completed, in compliance with City Standards/direction including compliance with applicable TIB and CDBG requirements. No right-of-way acquisition is contemplated. The attached Exhibit A-1 is a location map identifying the approximate location of the facilities. The attached Exhibit A-2 identifies Typical Cross Sections of the proposed improvements as currently contemplated.

Our detailed scope of work is as follows:

Task 1 – Project Management

Objective: To provide overall project management of G&O resources, provide subconsultant management, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, provide client contact, and ensure proper allocation of engineering costs to the various funding agency and/or City.

Task Work

1. Contract execution, internal accounting, and auditing.
2. Internal resource management and prioritization of resources.
3. Oversee QA/QC review(s) of engineering products to include constructability review, risk management assessment, and identification and pursuit of critical path items.
4. Subconsultant coordination and their contract administration.
5. Preparation of monthly progress reports (to be submitted with monthly invoices).
6. Manage and oversee the “schedule of deliverables.”
7. Provide project coordination with utility purveyors known to provide service in the area as well as City Project Manager.
8. Conduct two staff meetings at City Public Works Department. The first will be a kickoff meeting to take place after the survey and geotechnical work have been completed. The second staff meeting will take place at the conceptual (20% to 30%) design level. Conduct a third meeting at CDBG to review the 90 percent plans, specifications, and cost estimates and to review bid procedures/strategy.
9. Ensure engineering product comply with City Standards and funding agency (CDBG and TIB) requirements.

Assumptions

1. G&O will provide standard “G&O” formatted invoices identifying personnel, hours, direct and indirect labor rates/costs, fees, subconsultant costs (with itemized bills), and direct costs (mileage, printing, etc.). Invoices will be provided on a monthly basis, provided costs are incurred.

2. G&O will prepare a transmittal letter with each invoice identifying major task work completed during the period.
3. QA/QC will occur at 30 percent (conceptual), 60 percent (preliminary), and 90 percent (semifinal) levels (see Tasks 5 and 9). City staff will be invited to participate.

City Responsibilities

1. Review and process monthly invoices in a timely fashion.
2. Participate in QA/QC process as desired.

Deliverables

1. Monthly reports of major work completed during invoice period, percentage of major tasks completed to date, and identification of impacts to schedules of deliverables, scope, and budget.
2. Monthly invoices.
3. Original and/or courtesy copies of electronic email, letters, photos, etc., applicable to the development of the Project.

Task 2 – Geotechnical

Objective: To provide the services of a qualified geotechnical engineer(s) to provide limited geotechnical services to aid in the development of design products.

Task Work

A. G&O Work

1. G&O will coordinate work with subconsultant.
2. G&O will review and comment on DRAFT report.
3. G&O will incorporate geotechnical recommendations as warranted.

B. Subconsultant (PanGEO, Inc.) Work

1. Site Reconnaissance/Utility Locate

PanGEO, Inc. will visit the site to conduct a reconnaissance, select and mark boring locations, and coordinate utility clearance prior to our

subsurface exploration program (see Item 2). PanGEO understands that a fiber optic line is located in the vicinity of the project area, and will stay sufficiently away from the fiber optic line based on utility locate markings in the field.

2. Subsurface Exploration

PanGEO will drill five test borings to explore the subsurface conditions in the vicinity of the Roberts Drive and Morgan Street intersection, as distributed below:

- Boring BH-1 will be located at the intersection of Roberts Drive and Morgan Street, within the existing painted traffic island;
- Boring BH-2 will be located east of BH-1, between the intersection and the City Hall;
- Borings BH-3 through BH-5 will be located along Morgan Street, approximately evenly spaced along the alignment.

Borings BH-1 and BH-2 are for design of an infiltration system, and will be drilled to depths of about 15 feet. The remaining three borings will be drilled to a depth of about 5 feet, to provide subsurface data for the design of a porous concrete sidewalk. Soil samples will be obtained using standard penetration test (SPT) at 2-1/2-foot depth intervals in the test borings, or a 3-1/4-inch-diameter split spoon will be used if gravelly soils are present. The test results will be used to correlate the engineering properties of the site soils. Where the borings will be drilled through the existing pavement, the test borings will be patched with concrete once the borings are completed.

3. Laboratory Testing

Representative soil samples will be collected for laboratory testing. PanGEO's testing will include assessment of natural moisture content and grain size distribution. The results of the grain size data will be used to estimate the infiltration rates of the site soils for stormwater design, using the method outlined in the Department of Ecology Stormwater Manual.

4. Report

PanGEO will prepare a draft geotechnical report and submit it to the project team. The report will summarize the results of our geotechnical study, including a site map with approximate test boring locations, description of surface and subsurface conditions (soil and groundwater), feasibility of site soils for infiltration, and the infiltration rates of the site

soils for stormwater design. The draft report will be finalized once PanGEO receives review comments from the project team.

5. Project Meeting/Post Report Consultation

PanGEO will attend one project meeting at the G&O Seattle office to discuss our findings and recommendations. PanGEO will also provide post-report technical support on an as-needed basis.

Assumptions

1. G&O/City will provide PanGEO, Inc. with appropriate digital base maps for use in presenting the results of their investigation.
2. PanGEO will coordinate all field investigation activities with the City and G&O's project staff, including traffic control.
3. PanGEO will coordinate utility locate activities.

City Responsibilities

1. The City will provide Right of Entry and Street Use Permits, as applicable.
2. The City will review and comment on the DRAFT geotechnical report in a timely manner so the subconsultant can prepare Final report.

Deliverables

1. Geotechnical letter report will be included in work product – see Task 5.

Task 3 – Right-of-Way and Topographical Survey and Mapping

Objective: Establish vertical and horizontal control and acquire pertinent topographical features suitable to support preliminary/conceptual design (Task 5) and develop mapping of project corridor. Work shall also identify existing right-of-way lines of Morgan Street and Roberts Drive (within project limits) and all intersecting public rights-of-way (streets).

Task Work

1. Research and acquire public records of survey, plat maps, assessor maps, and related survey data as may be available from public agencies (County and City). Acquire title reports for properties abutting the northerly side of Morgan Street, in the intersection of Morgan Street/Roberts Drive and abutting the south side of Morgan Street/Roberts Drive from the Cemetery Road to the City Hall driveway (for a total of 18 reports).

2. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"=5' vertical. Datum will be per City of Black Diamond standards/requirements.
3. Perform topographical survey of project corridor to include profiling (to 50 feet) of adjacent northerly driveways on Morgan Street and southerly driveways on Roberts Drive. Acquire topographical data within right-of-way and approximately 10 feet northerly beyond right-of-way for mapping and design purposes. Incorporate pertinent topographical information and intersection "legs." Topographical data shall include establishing surface grades, pavement edges, obvious utilities, utility structures, hydrants, valves, fences, major trees and significant landscaping, walkways, major grade breaks, etc.
4. Map survey data and show pertinent topographical features and existing rights-of-way (within project limits).

Assumptions

1. City may elect to notify abutting property owners within project corridor and alert them of our survey work.
2. Access onto private properties will not be prevented in order to acquire the data described above. Where access is denied, this data shall not be acquired nor mapped. G&O assumes survey can be performed on a continuous basis and not "piecemealed" due to multiple site visits caused by property owners preventing access. City may, at its discretion, provide notification to abutting property owners regarding site survey access.
3. The development and/or recording of a "Record of Survey" is not required or included in this scope of work.
4. City-approved horizontal and vertical control/datum is available and accessible within 1/4 mile of the project site.

City Responsibilities

1. City will support survey efforts regarding notification to and inquiries from private property owners.
2. City will provide to Consultant any pertinent survey "control information" they may have in their possession.
3. City will specify survey datum to be used for the project. If not specified by the City, an "assumed" datum will be used.

Deliverables

1. Copy of electronic field data collected for project, as well as copy of any survey notes, calculations, plat maps, assessor maps, etc., pertinent to the project.
2. Hard copy and electronic file of survey mapping product(s).

Task 4 – Utility Data Acquisition/Hydraulic Analysis (Storm)

Objective: Acquire record drawings and/or “as-built” information from utility purveyors known to provide service in the project corridor. Conduct a “mini” stormwater analysis (T.I.R.) of the tributary area and size storm facilities (detention/treatment), and/or infiltration sizing for this project.

Task Work

1. Provide written requests for all utility purveyors known to provide utility service in the project area.
2. Review data provided by utility purveyors and incorporate into design products generated in Task 5 and future phases of the Project as may be applicable.
3. Conduct a “limited” hydraulic analysis (T.I.R.) based on review of survey data acquired for this project, and contour maps and surface water comprehensive maps and plans provided by City of Black Diamond. This analysis shall be used to develop hydraulic data to determine pipe size and slope recommendations for collection, treatment, and/or detention of surface flows tributary to the proposed improvements (within project area).

Assumptions

1. Utility purveyors will provide requested information in a timely manner.
2. Information provided by utility purveyors is suitable for this phase of the Project and shall be relied on by the Consultant in developing products delivered in Task 5.
3. G&O can rely on information provided by City as being accurate for the purposes so intended.

City Responsibilities

1. City to provide maps and pertinent information on existing infrastructure and contour mapping as may be available. City to provide copy of contract documents from previous project (Phase I contract documents) as well as any other pertinent information regarding storm system, previous storm modeling, and other information as may be available on City-owned utilities.

Deliverables

1. Upon City request, Consultant will provide copy of any utility infrastructure record drawings or "as-built" drawings received from non-City-owned utility purveyors.

Task 5 – Conceptual Plan Development/Pre-design Report

Objective: To use information generated in Tasks 1 through 4 to develop a conceptual layout for pedestrian improvements for the City's evaluation, review, and comment. Prepare "mini" Pre-design Report which identifies design parameters and includes conceptual design.

Task Work

1. Coordinate with adjacent property owners/developers (in particular, Berke property) regarding development of City project to include coordinating project development with property owner(s) as required and directed by the City. City staff to help facilitate this coordination.
2. Develop a "strip map" of the project corridor to include survey data and pertinent utility information. Mapping products will be used in development of conceptual design for proposed new impacts to include curb, gutter, and sidewalks, and storm drainage.
3. Develop two alternatives for extending and constructing the pedestrian facilities in the project corridor. Concepts will consider construction of a uniform cross section in and along this corridor. The second concept will consider meandering the sidewalk to avoid major and/or significant landscaping, private improvements, and geometric or environmentally sensitive areas. Design products will evaluate both pervious and non-pervious surfacing materials.
4. Develop construction cost estimates of the two concepts for City review and comment.

5. Prepare both a draft and final predesign report of the concepts including photographs, computer renderings (see Task 6), typical cross sections, and strip map(s). Report will include identification of right-of-way, right-of-way or easement "needs" caused by proposed construction of improvements, discuss construction methods and materials, include geotechnical "letter report" (see Task 3), identify storm drainage enhancements (water garden to be designed at/near intersection of Morgan/Roberts Drive as approved by City Public Works Director), identify obvious utility conflicts/impacts, include detailed construction cost estimates for various alternatives, include applicable public involvement elements (see Task 6) as may be desired by the City Public Works Director, and provide an engineer's recommendation based on City input. The City will be provided the draft report for review and comment. Applicable City review comments will be incorporated into the final report.
6. Perform QA/QC reviews at this 30 percent (conceptual) level. Review will be conducted with key design team members, City staff (if available), and oversight provided by Principal-in-Charge (see Task 1). QA/QC will include review/input regarding alignment, constructability issues, proposed design/construction elements, risk management issues, utility impacts, right-of-way/easement issues, schedule, budget, and quality of deliverables.

Assumptions

1. Strip maps will be prepared at 1"=20' full size and at scale suitable for inclusion in reports.
2. Reports (two copies) will be in 8-1/2" x 11" format (exhibits may be 11" x 17") and prepared under the direction of the Consultant Project Manager/Engineer.
3. Plan and profile sheets (two copies) will be at a scale of 1"=20' horizontal and 1"=5' vertical.

City Responsibilities

1. Assist in coordination with adjacent property owners.
2. Provide timely review (and comment) of products generated for this task.
3. Review final report and provide recommendation and direction regarding ongoing design.

Deliverables

1. Two each draft Predesign Report.
2. Two full-size (1"=20') and two half-size strip maps with alternative analysis concepts shown thereon.
3. Two copies of plan and profile sheets of project corridor with plan view "concepts" only (not profile).
4. Two each final Predesign Report.

Task 6 – Public Involvement Process

Objective: To solicit input from abutting property owners on project for City evaluation in developing project. To assist City Public Works Director in Public Involvement Process.

Task Work

1. Develop two generic computer renderings (enhanced photographs with proposed features imposed thereon) of proposed improvements (concepts) for City Council meetings.
2. Coordinate with City Public Works Director for public involvement process which will consist of contacting individual property owners on the north side of Morgan Street by letter and setting up on-site meetings with them. Draft a letter for this purpose for City review. Review handouts, exhibits, renderings, schedule, etc. (Consultant-generated products), for use in meetings.
3. Stake back of proposed sidewalk along the north side of Morgan Street, approximately one stake every 50 feet and a minimum of one per property. Property corners will not be staked.
4. Conduct 11 on-site meetings with individual property owners during the course of two evenings. Answer questions, and prepare and provide information and handouts.
5. Prepare "memo" to City Public Works Director summarizing Consultant Project Manager's notes from individual property owner meetings.

Assumptions

1. Letter to property owners will be mailed out by the City. Letter will be drafted by G&O.

2. Two computer renderings and exhibits will be prepared for display only (not handouts).
3. The individual meetings will take place during two evenings.

City Responsibilities

1. City will provide timely comments on "draft" information, exhibits, etc., generated by Consultant to be used in property owner meetings.
2. City will notify property owners by letter and set up meeting times during the course of two alternative evenings.
3. City will participate in property owner meetings.

Deliverables

1. Computer renderings (full size, 24" x 36"), strip maps with concepts at 1"=20' scale, and individual plan sheets showing the proposed frontage improvements for each parcel on the north side of Morgan Street.

Task 7 – Complete Preliminary (60%) and Semifinal Design Document Preparation (90%)

Objective: Develop preliminary design/bid/construction documents (60% level) based on conceptual design documents (30% complete). Project documents will be segregated into separate schedules of work for auditing purposes as required/desired by the City. City to develop and process all permits required for the development of this project. Develop semifinal (90%) design/bid/construction documents of same.

Task Work

1. Prepare and submit 60 and 90 percent project specifications (two copies) to include proposal, contract, and bonding forms (some of these documents may be furnished by City as "City Standard"). This work assumes project specifications (including Special Provisions) will be based on the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction (2008). Prepare and submit updated and detailed engineering construction cost estimate at interval listed above for City review.
2. Prepare and submit DRAFT SEPA Checklist for City review and comment.

3. Prepare and transmit two copies of 60 and 90 percent plans/drawings (to include special details). The plans will incorporate applicable City Design Standards, WSDOT Design Standards, MUTCD Standards, ADA Standards, and AASHTO Manual Guidelines.

Assumptions

1. CDBG to perform all environmental services required for the project with the exception of SEPA documentation.

City Responsibilities

1. City to perform timely review of all consultant submittals.

Deliverables

1. Three sets of plans, specifications, and cost estimates for the 60 and 90 percent submittals.

Task 8 – Final Design Document Preparation (PS&E)

Objective: Prepare final project plans, specifications and cost estimates sufficient for bidding and constructing the project. Project documents will be segregated into separate schedules of work for auditing purposes as required/desired by the City.

Task Work

1. Prepare and submit final project plans (two copies) to City to include incorporation of all previous applicable and relevant City comments. Revise “contract documents” to incorporate final City comments (as applicable).
2. Prepare and submit final project specifications (two copies) to include contract, proposal, bonds, and insurance requirements, per City review and direction. Incorporate revisions or all previous applicable and relevant City comments. Prepare final and detailed engineer’s construction cost estimate (estimate of probable cost).
3. Prepare and submit FINAL SEPA Checklist for City threshold determination and participate.

Assumptions

1. CDBG to perform all environmental services required for the project with the exception of SEPA documentation.

City Responsibilities

1. City to perform timely review of all consultant submittals.

Deliverables

1. Three sets of plans and specifications.

Task 9 – Quality Assurance/Quality Control (QA/QC)

Objective: Provide QA/QC reviews of engineering products to enhance overall quality of products.

Task Work

1. Conduct three QA/QC reviews at 30 percent (kickoff), 60 percent (preliminary), and 90 percent (semifinal) by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product. City will be invited participate. Note: Final QA/QC occurs in Task 8.
2. Prepare memorandum regarding QA/QC meetings.

Assumptions

1. City will participate in one or all of QA/QC meetings.

Consultant Responsibilities

1. Prepare memorandum regarding QA/QC meetings.

Deliverables

1. Copy of QA/QC memorandums for City files.

Task 10 – Bid and Award Services

Objective: Assist City in bidding and award services.

Task Work

1. Prepare bid advertisement(s) for publication for City review and use.
2. Prepare and transmit both electronic and hard copies of bid documents to City. Coordinate with City's use of Builders Exchange for bid document distribution.

Assumptions

1. City will approve project for bid.
2. Funding agencies will approve project for bid.

City Responsibilities

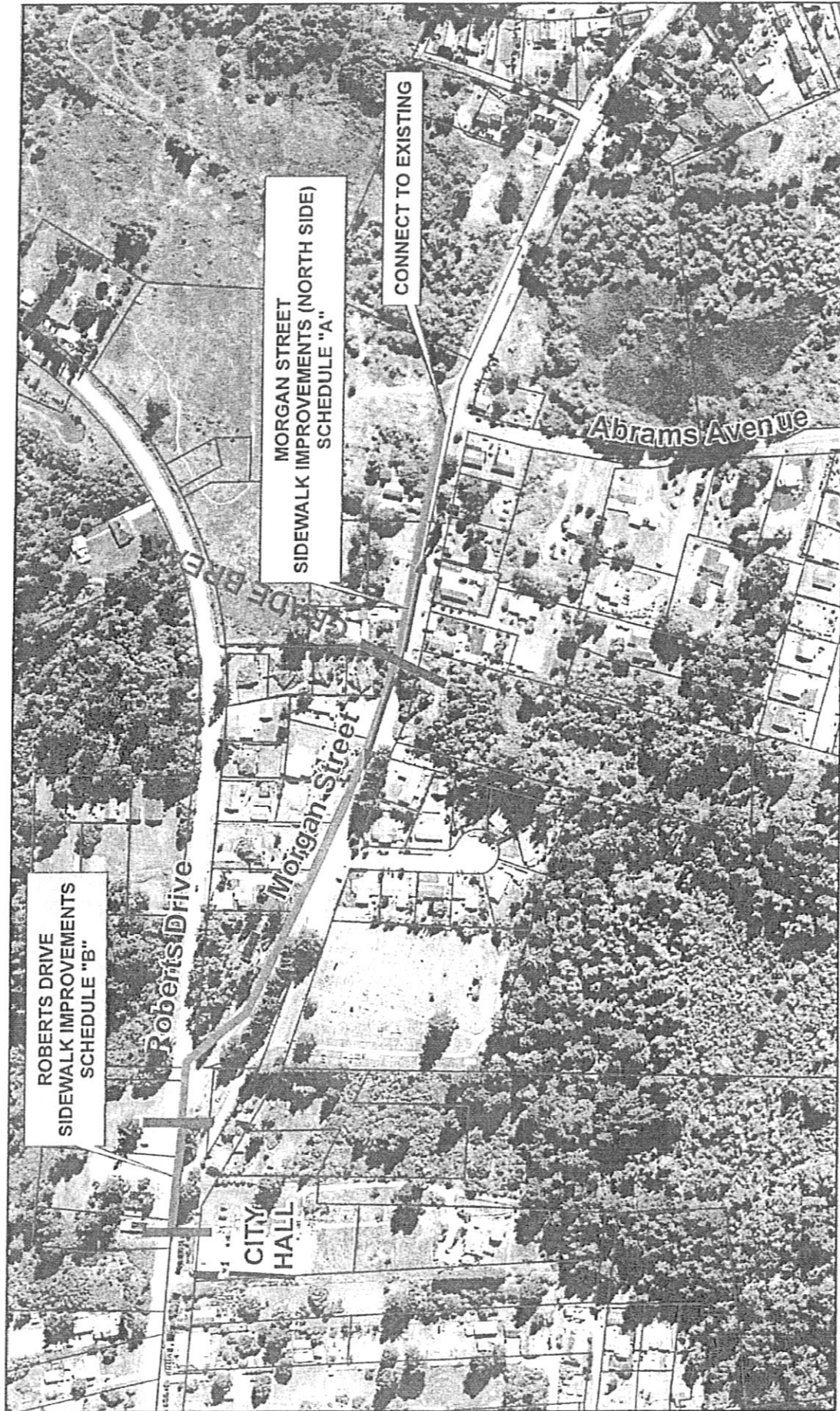
1. City will coordinate bid phase.

Consultant Responsibilities

1. G&O will prepare addenda and provide design interpretation as required.
2. Prepare and distribute the bid tabulation.
3. Check the bid proposals and references and make a recommendation to award.

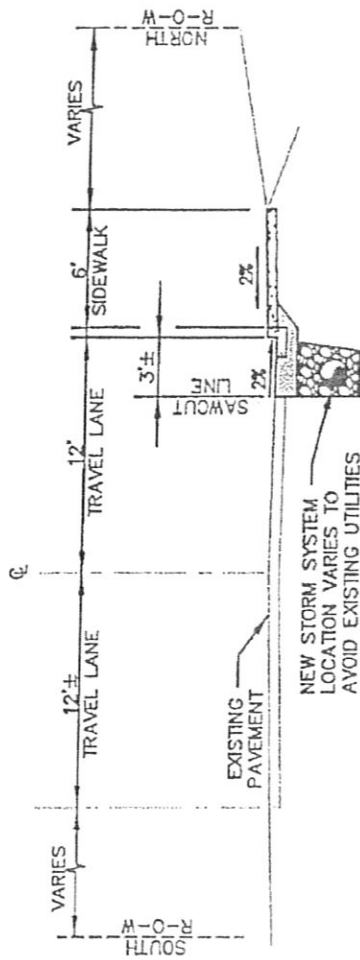
Deliverables

1. Electronic file of all plans and specifications and addenda (as may be applicable).
2. Hard copy of plans (two copies) and specifications (two copies) and cost estimates to include any addenda (as may be applicable).



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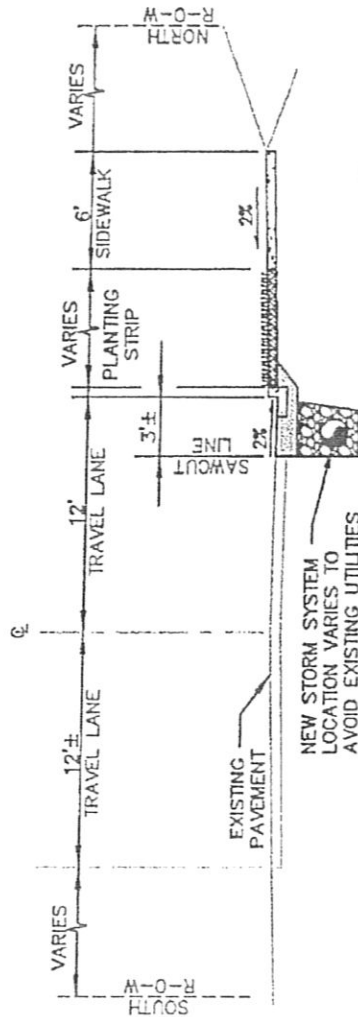
EXHIBIT "A-1" CITY OF BLACK DIAMOND SIDEWALK IMPROVEMENTS - PHASE II



TYPICAL CROSS SECTION

NO PLANTER

NOT TO SCALE



TYPICAL CROSS SECTION

WITH PLANTER

NOT TO SCALE

CITY OF BLACK DIAMOND
SIDEWALK IMPROVEMENTS PHASE 2

EXHIBIT A-2



Gray & Osborne, Inc.
CONSULTING ENGINEERS

EXHIBIT "B"

FEE SUMMARY

Project: City of Black Diamond
Sidewalk Improvement Project (Schedules A and B)
G&O #09467

Task No.	Description	Estimated/Rounded Fee (Both Schedules)		
		Gray & Osborne	Subconsultant	Total % of Total
1	Project Management	\$3,500	\$0	\$3,500 4%
2	Geotechnical	\$700	\$7,566**	\$8,266 9%
3	Survey/Mapping	\$17,000	\$0	\$17,000 19%
4	Utility Data Acquisition/Hydraulic Analysis	\$3,300	\$0	\$3,300 4%
5	Conceptual Phase	\$6,500	\$0	\$6,500 7%
6	Public Involvement/Staff Meetings	\$8,400	\$0	\$8,400 10%
7	Preliminary Design Phase	\$29,600	\$0	\$29,600 34%
8	Final Design Phase	\$7,500	\$0	\$7,500 8%
9	QA/QC Program	\$2,100	\$0	\$2,100 2%
10	Bid/Award	\$2,134	\$0	\$2,134 2%
	Subtotal	\$80,734	\$7,566	\$88,300 100%

*Includes expenses.

**Includes 10 percent Administrative Overhead

EXHIBIT "B"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

*City of Black Diamond - Design Services - Schedule A
(Incl. Geotechnical Service)*

Prepared by Timothy J. Osborne, P.E.					Date April 14, 2009	
Project Schedule A: Sidewalk Improvement Project (Morgan Street)						
Direct Salary Cost (DSC)						
Classification	Hours		Rate		Cost	
Principal/Principal In Charge	12	x	\$56	=	\$	672
Project Manager/Engineer	162	x	\$42	=	\$	6,804
Civil Engineers	192	x	\$33	=	\$	6,336
Traffic Engineer	0	x	\$42	=	\$	-
Structural Engineer	2	x	\$44	=	\$	88
Technician/Drafter/E.I.T.	176	x	\$28	=	\$	4,928
Environmental Technician/Specialist	6	x	\$32	=	\$	192
Survey Crew	36	x	\$66	=	\$	2,376
Professional Land Surveyor	12	x	\$42	=	\$	504
Field Inspector/Resident Engineer	0	x	\$32	=	\$	-
TOTAL DSC					\$	21,900
OVERHEAD (OH @ 171.00% x \$21,900)					\$	37,449
SUBTOTAL, DIRECT LABOR COSTS AND OVERHEAD					\$	59,349
FIXED FEE (FF) FF @ 15% x \$59,349					\$	8,902
REIMBURSABLES						
Mileage (@ allowable IRS rate*), Photographs, Printing, Title Reports, and Miscellaneous Items (assessor maps, plat maps, records of survey, etc.) *Currently \$0.55/mile.					\$	5,183
SUBCONSULTANT COST, INCL. 10% ADMIN. OVERHEAD Geotechnical (PanGEO, Inc.)					\$	7,566
GRAND TOTAL (WITH MRF)					\$	81,000

EXHIBIT "B"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Black Diamond - Design Services - Schedule B

Prepared by Timothy J. Osborne, P.E.				Date April 14, 2009	
Project Schedule B: Sidewalk Improvement Project (Roberts Drive)					
Direct Salary Cost (DSC)					
Classification	Hours		Rate		Cost
Principal/Principal In Charge	1	x	\$56	= \$	56
Project Manager/Engineer	12	x	\$42	= \$	504
Civil Engineers	12	x	\$33	= \$	396
Traffic Engineer	0	x	\$42	= \$	-
Structural Engineer	0	x	\$44	= \$	-
Technician/Drafter/E.I.T.	8	x	\$28	= \$	224
Environmental Technician/Specialist	1	x	\$32	= \$	32
Survey Crew	2	x	\$66	= \$	132
Professional Land Surveyor	1	x	\$42	= \$	42
Field Inspector/Resident Engineer	0	x	\$32	= \$	-
TOTAL DSC				\$	1,386
OVERHEAD (OH @ 171.00% x \$1,386)				\$	2,370
SUBTOTAL, DIRECT LABOR COSTS AND OVERHEAD				\$	3,756
FIXED FEE (FF) FF @ 15% x \$3,756				\$	563
REIMBURSABLES					
Mileage (@ allowable IRS rate*), Photographs, Printing, Title Reports, and Miscellaneous Items (assessor maps, plat maps, records of survey, etc.) *Currently \$0.55/mile.				\$	2,981
SUBCONSULTANT COST, INCL. 10% ADMIN. OVERHEAD Geotechnical (PanGEO, Inc.)				\$	-
GRAND TOTAL (WITH MRF)				\$	7,300