



**CITY OF BLACK DIAMOND**  
**August 16, 2012 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 360-886-5700. Thank you for attending this evening.

**PUBLIC HEARINGS:**

- 1.) **AB12-062** – Pass-Through Rate Increase for Sewer Ms. Miller

**APPOINTMENTS, PRESENTATIONS, ANNOUNCEMENTS:**  
**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

- 2.) **AB12-063** – Resolution Declaring Certain City Equipment Surplus Mr. Williamson  
3.) **AB12-064** - Resolution Awarding Roadway Improvement Project Mr. Williamson  
4.) **AB12-065** – Resolution Awarding 5<sup>th</sup> Avenue Water Project Mr. Williamson

**DEPARTMENT REPORTS:**

**MAYOR’S REPORT:**

**COUNCIL REPORTS:**

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**CONSENT AGENDA:**

- 5.) **Claim Checks** – August 16, 2012 Check No. 38600 through No. 38670 in the amount of \$144,345.62  
6.) **Payroll Checks** – July 31, 2012 No. 17780 through No. 17834 and ACH Pay in the total amount of \$291,322.39  
7.) **Minutes** – Workstudy Meeting of July 19, 2012, Council Meeting of July 19, 2012, Special Meeting of July 31, 2012

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>PUBLIC HEARING</b> <b>Sewer pass through Rate Increase</b>	<b>Agenda Date: August 16, 2012</b>	
	<b>AB12-062</b>	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator –Pete Butkus	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	<b>X</b>
Public Works – Seth Boettcher		
Cost Impact:	Economic Devel. – Andy Williamson	
Fund Source: Sewer Fund	Police – Jamey Kiblinger	
Timeline: Effective January 1, 2013	Court – Stephanie Metcalf	
	Comm. Dev. – Steve Pilcher	
<b>Attachments: Proposed Ordinance (clean and redlined versions); Metro KC Council letter and Ordinance, King County rate increase schedule, Black Diamond rate details</b>		
<b>SUMMARY STATEMENT:</b> <p>The Public Hearing will review the proposed 2013 pass through Metropolitan King County Sewer rate increase of \$3.69 per month per residential Equivalent (ERU) effective January 1, 2013.</p> <p>The Metropolitan King County Council sent a letter of notice to the city that their pass through residential Sewer rates will increase from \$36.10 to \$39.79 per month effective January 1, 2013. This is a pass through rate increase that Metropolitan King County has imposed for all their Sewer system customers to recover their cost of operating their collection system which takes sewer from each area through their treatment process. The Metropolitan King County amount of \$39.79 per month is collected by the City from each Sewer customer and remitted monthly to Metro per our contract. The Metropolitan King County Council approved the Sewer rate increase per their ordinance 17343 on June 11, 2012.</p> <p>The Metropolitan King County Sewer rate is proposed to cover both 2013 and 2014 with the next rate increase not planned until 2015.</p> <p>Black Diamond is not requesting an increase in the city portion of the Sewer operating cost rate. The City currently has and proposes to continue to offer the Lifeline discount to our Senior Low Income or disabled Sewer customers for the city portion of the Sewer rate. The current Lifeline eligible customers receive a 50% discount on the city share of the Sewer rate.</p> <p>A monthly comparison of our rates and other local jurisdictions is attached for your review.</p>		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> <p>The pass through Metropolitan King County Sewer rate increase was reviewed by the Public Works Committee at their July 24, 2012 meeting and the Finance Committee at their July 26, 2012 meeting. Both committees recommended moving forward through the adoption process.</p>		
<b>RECOMMENDED ACTION: Public Hearing only.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 16, 2012		

**ORDINANCE NO. 12-XXX**

**AN ORDINANCE OF THE CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON, RELATING TO  
ADJUSTMENTS TO SEWER CHARGES; AMENDING  
SECTION 13.24.010 OF THE BLACK DIAMOND  
MUNICIPAL CODE; PROVIDING FOR SEVERABILITY;  
AND, ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the Metropolitan King County Council approved a Sewer rate increase on June 11, 2012 with Ordinance 17343 for their contracting customers effective January 1, 2013; and

**WHEREAS**, a public hearing was held on August 16, 2012, to received public Input regarding the Metropolitan King County Sewer pass through rate increase; and

**WHEREAS**, in order to meet contract obligations to pay Metropolitan King County for our contracted collection and treatment services, the City is in need of increasing its pass through Sewer rate by the amount of the Metropolitan King County Sewer rate increase to be effective January 1, 2013;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
KING COUNTY, WASHINGTON, ORDAINS AS FOLLOWS:**

**Section 1.** Section 13.24.010 of the Black Diamond Municipal Code is hereby amended to read as follows:

13.24.010 Monthly Rates Designated. Effective January 1, 2013 sewer service charges shall be as follows:

A. For residential customers served by a single meter to the residence, \$58.95;

B. For residential customers served by a single meter who have been approved under the Lifeline Utility Program, will receive a discount on the city share of the sewer rate as shown in the City fee schedule.

C. For all other users, including but not limited to commercial users, multi-family residences and mobile home parks, served by a single water meter, \$58.95 per month for the first unit, plus \$10.00 for each additional unit served by that water meter, plus \$5.91 for each 100 cubic feet of water consumed per month in excess of 750 cubic feet. For purposes of this section, the word "unit" shall be defined as any dwelling unit, home, condominium, mobile home, manufactured home or location at which business is conducted.

D. Any user subject to an overage charge may apply to the City for installation of a separate meter to monitor water usage solely for irrigation and landscaping purposes. The individual or entity requesting such a meter shall pay the City for the cost of the meter and cost of installation. Water consumed for these purposes shall not be subject to the overage charge.

E. For purposes of this chapter home occupations shall not be considered a second use.

F. Federal, State and local taxes, where applicable, shall be added to the sums as set forth above.

**Section 2.** This Ordinance shall be effective at 12:01 a.m. on January 1, 2013. A summary of this Ordinance may be published in lieu of publishing the Ordinance in its entirety.

**Section 3.** If any provision of this Ordinance is determined to be invalid or unenforceable for any reason, the remaining provisions of this Ordinance shall remain in force and effect.

Introduced the XX day of XXXXXXXX, 2012.

Passed by a majority of the City Council at a meeting held on the XX day of XXXXXXXX 2012.

\_\_\_\_\_  
Mayor Rebecca Olness

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Chris Bacha, City Attorney

Published: \_\_\_\_\_

Posted: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

ORDINANCE NO. 12-XXX

AN ORDINANCE OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, RELATING TO ADJUSTMENTS TO SEWER CHARGES; AMENDING SECTION 13.24.010 OF THE BLACK DIAMOND MUNICIPAL CODE ~~RELATING TO SEWER RATES; PROVIDING FOR SEVERABILITY; AND, ESTABLISHING AN EFFECTIVE DATE~~

**WHEREAS**, the Metropolitan King County Council approved a Sewer rate increase on June 11, 2012 with Ordinance 17343 for their contracting customers effective January 1, 2013; ~~a-~~And

**WHEREAS**, a public hearing was held on August 16, 2012, to received public Input regarding the Metropolitan King County Sewer pass through rate increase; ~~a-~~And

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**WHEREAS**, in order to meet contract obligations to pay Metropolitan King County for our contracted collection and treatment services, the City is in need of increasing its pass through Sewer rate by the amount of the Metropolitan King County Sewer rate increase to be effective January 1, 2013; ~~;~~

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ORDAINS AS FOLLOWS:**

**Section 1.** Section 13.24.010 of the Black Diamond Municipal Code is hereby amended to read as follows:

13.24.010 Monthly Rates Designated. Effective January 1, 2013 sewer service charges shall be as follows:

A. For residential customers served by a single meter to the residence, ~~\$58.954.75;~~

B. For residential customers served by a single meter who have been approved under the Lifeline Utility Program, will receive a discount on the city share of the sewer rate as shown in the City fee schedule.

C. For all other users, including but not limited to commercial users, multi-family residences and mobile home parks, served by a single water meter, ~~\$58.954.75~~ per month for the first unit, plus \$10.00 for each additional unit served by that water meter, plus ~~\$5.914.36~~ for each 100 cubic feet of water consumed per month in excess of 750 cubic feet. For purposes of this section, the word "unit" shall be defined as

any dwelling unit, home, condominium, mobile home, manufactured home or location at which business is conducted.

D. Any user subject to an overage charge may apply to the City for installation of a separate meter to monitor water usage solely for irrigation and landscaping purposes. The individual or entity requesting such a meter shall pay the City for the cost of the meter and cost of installation. Water consumed for these purposes shall not be subject to the overage charge.

E. For purposes of this chapter home occupations shall not be considered a second use.

F. Federal, State and local taxes, where applicable, shall be added to the sums as set forth above.

**Section 2.** This Ordinance shall be ~~in full force and effect five days after its passage, approval, posting and publication as provided by law effective at 12:01 a.m. on January 1, 2013.~~ A summary of this Ordinance may be published in lieu of publishing the Ordinance in its entirety.

**Section 3.** If any provision of this Ordinance is determined to be invalid or unenforceable for any reason, the remaining provisions of this Ordinance shall remain in force and effect.

Introduced the XX day of XXXXXXXX, 201~~2~~<sup>3</sup>.

Passed by a majority of the City Council at a meeting held on the XX day of XXXXXXXX 201~~2~~<sup>3</sup>.

\_\_\_\_\_  
Mayor Rebecca Olness

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Chris Bacha, City Attorney

Published: \_\_\_\_\_  
Posted: \_\_\_\_\_  
Effective Date: \_\_\_\_\_



**King County**

**Metropolitan King County Council**

Anne Noris, Clerk of the Council

King County Courthouse

516 Third Avenue, Room 1200

Seattle, WA 98104-3272

Tel: 206-296-1020

Fax: 206-205-8165

TTY/TDD: 206-296-1024

Email: [anne.noris@kingcounty.gov](mailto:anne.noris@kingcounty.gov)

Web: [www.kingcounty.gov/council/clerk](http://www.kingcounty.gov/council/clerk)

June 25, 2012

Ms. Brenda Martinez, Asst. City Administrator  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010

Dear Ms. Martinez,

Monetary Requirements for 2013

The Metropolitan King County Council approved the sewer rate for 2013 and the sewage treatment capacity charge for 2013 with the adoption of Ordinance 17343 on June 11, 2012. A copy of Ordinance 17343 is enclosed for your information.

If you have any questions, please call the Clerk of the Council's Office at 206 296-1020.

Sincerely,

Anne Noris  
Clerk of the Council

Enclosure



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

June 12, 2012

Ordinance 17343

Proposed No. 2012-0144.3

Sponsors McDermott

1 AN ORDINANCE determining the monetary requirements  
2 for the disposal of sewage for the fiscal year beginning  
3 January 1, 2013, and ending December 31, 2013, setting  
4 the sewer rate for the fiscal year beginning January 1, 2013,  
5 and ending December 31, 2013, and approving the amount  
6 of the sewage treatment capacity charge for 2013, in  
7 accordance with RCW 35.58.570; and amending Ordinance  
8 12353, Section 2, as amended, and K.C.C. 4A.--,---, and  
9 Ordinance 11398, Section 1, as amended, and K.C.C.  
10 28.84.055.

11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 SECTION 1. Ordinance 12353, Section 2, as amended, and K.C.C. 4A.--,--- are  
13 each hereby amended to read as follows:

14 A. Having determined the monetary requirements for the disposal of sewage, the  
15 council hereby adopts a ((2012)) 2013 sewer rate of ((~~thirty-six dollars and ten~~)) thirty-  
16 nine dollars and seventy-nine cents per residential customer equivalent per month. Once  
17 a sewer rate ordinance becomes effective, the clerk of the council is directed to deliver a  
18 copy of that ordinance to each agency having an agreement for sewage disposal with  
19 King County.

20 B. The King County council approves the application of Statement of Financial  
21 Accounting Standards No. 71 (FAS 71) to treat pollution remediation obligations as  
22 regulatory assets, and establish a rate stabilization reserve for the purpose of leveling  
23 rates between years.

24 C. As required for FAS 71 application, amounts are to be placed in the rate  
25 stabilization reserve from operating revenues and removed from the calculation of debt  
26 service coverage. The reserve balance shall be an amount at least sufficient to maintain a  
27 level sewer rate between ~~((2011 and 2012))~~ 2013 and 2014, and shall be used solely for  
28 the purposes of: maintaining the level sewer rate in ~~((2012))~~ 2014; and if additional  
29 reserve balance is available, moderating future rate increases beyond ~~((2012))~~ 2014. The  
30 estimated amount of the reserve, as shown in the financial forecast, Attachment A to  
31 ~~((Ordinance 17102))~~ this ordinance, shall be revised in accordance with the ~~((2012))~~ 2013  
32 adopted budget and financial plan. If the reserve needs to be reduced to meet debt  
33 service coverage requirements for ~~((2011))~~ 2012, the county executive shall notify the  
34 council of the change by providing an updated financial forecast.

35 D. The executive shall provide monthly cost reports to the council on Brightwater  
36 as outlined in K.C.C. 28.86.165.

37 SECTION 2. Monetary requirements for the disposal of sewage as defined by  
38 contract with the component sewer agencies for the fiscal year beginning January 1,  
39 2013, and ending December 31, 2013. The council hereby determines the monetary  
40 requirements for the disposal of sewage as follows:

41 Administration, operating, maintenance repair and replace (net of other income):  
42 \$65,697,551.

43 Establishment and maintenance of necessary working capital reserves:

44 \$22,378,007.

45 Requirements of revenue bond resolutions (not included in above items and net of  
46 interest income): \$294,445,033.

47 TOTAL: \$337,764,577.

48 SECTION 3. Ordinance 11398, Section 1, as amended, and K.C.C. 28.84.055 are  
49 each hereby amended as follows:

50 A. The amount of the metropolitan sewage facility capacity charge adopted by  
51 K.C.C. 28.84.050.O. that is charged monthly for fifteen years per residential customer or  
52 residential customer equivalent shall be:

53 1. Seven dollars for sewer connections occurring between and including January  
54 1, 1994, and December 31, 1997;

55 2. Ten dollars and fifty cents for sewer connections occurring between and  
56 including January 1, 1998, and December 31, 2001;

57 3. Seventeen dollars and twenty cents for sewer connections occurring between  
58 and including January 1, 2002, and December 31, 2002;

59 4. Seventeen dollars and sixty cents for sewer connections occurring between  
60 and including January 1, 2003, and December 31, 2003;

61 5. Eighteen dollars for sewer connections occurring between and including  
62 January 1, 2004, and December 31, 2004;

63 6. Thirty-four dollars and five cents for sewer connections occurring between  
64 and including January 1, 2005, and December 31, 2006;

65           7. Forty-two dollars for sewer connections occurring between and including  
66   January 1, 2007, and December 31, 2007;

67           8. Forty-six dollars and twenty-five cents for sewer connections occurring  
68   between and including January 1, 2008, and December 31, 2008;

69           9. Forty-seven dollars and sixty-four cents for sewer connections occurring  
70   between and including January 1, 2009, and December 31, 2009;

71           10. Forty-nine dollars and seven cents for sewer connections occurring between  
72   and including January 1, 2010, and December 31, 2010;

73           11. Fifty dollars and forty-five cents for sewer connections occurring between  
74   and including January 1, 2011, and December 31, 2011; ((and))

75           12. Fifty-one dollars and ninety-five cents for sewer connections occurring  
76   between and including January 1, 2012, and December 31, 2012; and

77           13. Fifty-three dollars and fifty cents for sewer connections occurring between  
78   and including January 1, 2013, and December 31, 2013.

79           B.1. In accordance with adopted policy FP-15.3.d. in the Regional Wastewater  
80   Services Plan, K.C.C. 28.86.160.C., it is the council's intent to base the capacity charge  
81   upon the costs, customer growth and related financial assumptions used in the Regional  
82   Wastewater Services Plan.

83           2. In accordance with adopted policy FP- 6 in the Regional Wastewater Services  
84   Plan, K.C.C. 28.86.160.C, the council hereby approves the cash balance and reserves as  
85   contained in the attached financial plan for ((2012)) 2013.

86           3. In accordance with adopted policy FP- 15.3.c., King County shall pursue  
87   changes in state legislation to enable the county to require payment of the capacity charge

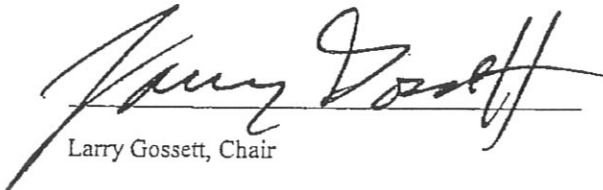
88 in a single payment, while preserving the option for new ratepayers to finance the  
89 capacity charge.

90

Ordinance 17343 was introduced on 5/14/2012 and passed as amended by the  
Metropolitan King County Council on 6/11/2012, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,  
Ms. Patterson, Ms. Lambert, Mr. Ferguson and Mr. McDermott  
No: 0  
Excused: 1 - Mr. Dunn

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 15 day of JUNE, 2012.

  
Dow Constantine, County Executive

RECEIVED  
2012 JUN 18 PM 3:10  
CLERK  
KING COUNTY COUNCIL

Attachments: A. Financial Plan for 2013 Amended Proposed Sewer Rate, Revised June 11, 2012

ATTACHMENT A: Wastewater Treatment Division Financial Plan for the 2013 Amended Proposed Sewer Rate, Revised June 11, 2012 17343

	2011	2012	2013	2014	2015	2016	2017	2018
	Unaudited	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
RESIDENTIAL CUSTOMER EQUIVALENTS (RCEs)								
MONTHLY RATE	707.28	707.28	707.28	709.05	712.69	716.15	721.53	726.94
% Increase	\$36.10	\$36.10	\$39.79	\$39.79	\$44.26	\$44.26	\$44.77	\$45.09
		0.0%	10.2%	0.0%	11.2%	0.0%	1.1%	0.7%
BEGINNING OPERATING FUND	61,368	86,886	72,262	50,153	21,406	16,774	13,701	14,249
OPERATING REVENUE:								
Customer Charges	306,407	306,393	337,711	338,555	378,504	380,396	387,650	393,339
Investment Income	1,720	1,060	996	1,015	1,131	4,988	8,562	11,541
Capacity Charge	48,693	43,774	46,338	49,351	54,038	59,638	65,907	72,446
Rate Stabilization *	(25,500)	15,900	22,600	29,100	5,300	3,600	11,639	11,908
Other Income	7,927	9,188	9,492	10,968	11,187	11,411	473,759	489,315
TOTAL OPERATING REVENUES	339,247	376,314	417,137	428,989	450,160	460,034	14,249	14,819
OPERATING EXPENSE	(103,862)	(118,620)	(121,528)	(125,857)	(131,742)	(137,012)	(142,492)	(148,192)
DEBT SERVICE REQUIREMENT PARITY DEBT	(167,517)	(197,355)	(222,534)	(227,535)	(234,664)	(240,519)	(248,352)	(256,455)
SUBORDINATE DEBT SERVICE	(12,684)	(15,689)	(16,611)	(16,728)	(23,942)	(25,554)	(29,826)	(33,913)
DEBT SERVICE COVERAGE RATIO PARITY DEBT **	1.41	1.32	1.33	1.33	1.36	1.34	1.33	1.33
DEBT SERVICE COVERAGE RATIO TOTAL PAYMENTS	1.31	1.15	1.15	1.15	1.15	1.15	1.15	1.15
INTER-FUND LOAN REPAYMENTS	(20,300)	(20,090)	(20,030)	-	-	-	-	-
LIQUIDITY RESERVE CONTRIBUTION	(18)	(1,276)	(491)	(433)	(589)	(527)	(548)	(570)
TRANSFERS TO CAPITAL	(34,866)	(25,274)	(35,944)	(58,436)	(59,203)	(56,423)	(52,741)	(50,186)
RATE STABILIZATION RESERVE *	76,500	60,600	38,000	8,900	3,600			
OPERATING LIQUIDITY RESERVE BALANCE	10,386	11,662	12,153	12,586	13,174	13,701	14,249	14,819
OPERATING FUND ENDING BALANCE	66,886	72,262	50,153	21,486	16,774	13,701	14,249	14,819
CONSTRUCTION FUND								
BEGINNING FUND BALANCE	5,000	95,579	5,461	5,381	5,000	5,000	5,000	5,000
REVENUES:								
Parity Bonds	245,000	80,000	55,000	81,699	115,818	104,912	122,995	127,541
Variable Debt Bonds	78,380	15,000	65,000	10,000	10,000	14,558	9,082	9,172
Grants & Loans	8,233	16,085	14,510	784	-	-	-	-
Other	2	500	500	500	500	500	500	500
Transfers From Operating Fund	34,866	25,274	35,944	58,436	59,203	56,423	52,741	50,186
TOTAL REVENUES	366,482	136,859	170,954	151,419	185,519	176,393	185,317	187,398
CAPITAL EXPENDITURES	(273,262)	(203,644)	(166,181)	(144,856)	(174,845)	(175,418)	(174,892)	(176,590)
DEBT ISSUANCE COSTS	(1,874)	(554)	(1,425)	(1,684)	(2,368)	(2,171)	(2,505)	(2,597)
BOND RESERVE TRANSACTIONS	11,547	(20,795)	(3,428)	(5,250)	(7,456)	2,246	(7,918)	(8,211)
DEBT SERVICE, CAPITALIZED INTEREST RESERVE ADJUSTMENTS	(28,795)	(7,366)	-	-	(1,051)	(1,051)	-	-
	16,481	6,381	-	-	-	-	-	-
ENDING FUND BALANCE	95,579	5,461	5,381	5,000	5,000	5,000	5,000	5,000
CONSTRUCTION FUND RESERVES								
Bond & Loan Reserves	160,424	181,218	184,646	189,906	198,412	197,217	205,136	213,346
Policy Reserves	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
TOTAL FUND RESERVES	175,424	196,218	199,646	204,906	213,412	212,217	220,136	228,346
CONSTRUCTION FUND BALANCE	271,002	201,879	205,027	209,906	218,413	217,217	225,136	233,346

\* This revenue is accounted for as a regulatory asset to be deferred to future years in accordance with FAS-71.

\*\* This includes a Regulatory Asset for a \$53.9 million estimate of Environmental Remediation Liability in accordance with FAS-71 which will be amortized over a 30-year average bond term.

## City of Black Diamond, Washington

Monthly Sewer rates with proposed Metro King County rate increase effective January 1, 2013.

Proposed

Black Diamond Residential Customers	2011	2012	2013 change \$	Change %
Metro King County	\$36.10	\$36.10	\$39.79	\$3.69 10.2%
Black Diamond Maintenance	\$19.16	\$19.16	\$19.16	\$0.00 0.0%
Total Sewer rate	\$55.26	\$55.26	\$58.95	\$3.69

Proposed

Black Diamond Lifeline Customers	2011	2012	2013 change \$	Change %
Metro King County	\$36.10	\$36.10	\$39.79	\$3.69 10.2%
Black Diamond Mtc	\$9.58	\$9.58	\$9.58	\$0.00 0.0%
Total Sewer rate	\$45.68	\$45.68	\$49.37	\$3.69

Proposed

Soos Creek Water & Sewer Customers	2012	2013 change \$	Change %
Metro King County	\$36.10	\$39.79	3.69 10.2
Soos Creek Sewer Maintenance	\$16.05	\$16.05	
Total Sewer rate	\$52.15	\$55.84	3.69

### Cedar River Sewer District Customers

	2012	2013 change \$	Change %
Metro King County	\$36.10	\$39.79	3.69 10.2
Cedar River Sewer Maintenance	\$19.57	\$19.57	
Total Sewer rate	\$55.67	\$59.36	3.69

Phone calls to Soos Creek Sewer District and Cedar River Sewer District confirmed that they will pass through the Metro increase of \$3.69 per month effective January 1, 2013

Black Diamond residence and Cedar River Sewer District residence pay nearly identical rates. Soos Creek Sewer Customers pay 3.11 per month less in their total Monthly charge. Both districts said that they do not review their maintenance portion of their rates until late fall when they review their 2013 operating Budgets.

### City of Enumclaw

	2012	2013 change \$	Change %
Base minimum	\$26.07		
\$7.75 per 100 Cu Ft @800 Cu Ft	\$62.00		
Total Sewer rate	\$88.07		

City of Enumclaw does not contract with Metro King County, but has their own Sewerage Collection and treatment. They have a different rate structure, and their rates are calculated each month based on the Cubic Feet of water consumption. In the summer rates would probably be higher as more water is used. Staff were on vacation, so were not able to determine if any rate increases are planned.

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: August 19, 2012</b>	
<b>Resolution No. 12-826, declaring certain City equipment as surplus</b>	<b>AB12-063</b>	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator – Pete Butkus	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
Cost Impact: \$200.00	<b>Ec Dev/PW. – Andy Williamson</b>	<b>X</b>
Fund Source: Surplus Fund	Police – Jamey Kiblinger	
Timeline: Dispose of by June 30, 2012	Court – Stephanie Metcalf	
	Comm. Dev. – Steve Pilcher	
<b>Attachments: Resolution No. 12-826; Exhibit A Surplus List</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>Ongoing process of disposing of property no longer needed or in use by city staff. Items that have value will be sold at auction. Items that do not sell will be donated to charity, recycled or destroyed.</p>		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 12-826, declaring certain City equipment as surplus.</b>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 19, 2012		

**RESOLUTION NO. 12-826**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
DECLARING CERTAIN PROPERTY SURPLUS TO THE  
NEEDS OF THE CITY**

**WHEREAS**, the City desires to dispose of personal property surplus to the needs of the City; and

**WHEREAS**, such property has been cataloged with all departments having the opportunity to review the list; and

**WHEREAS**, the City Council must deem the property surplus and authorize its disposal;

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

**Section 1.** The listing of certain city property is hereby declared surplus to the needs of the City of Black Diamond, as attached hereto as Exhibit A.

**Section 2.** The City Council authorizes staff to make items available for sale either by sealed bid, online auction or other reasonable and allowable means.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF AUGUST, 2012.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

EXHIBIT "A"  
SURPLUS PROPERTY 2

ITEM#	BRAND/DESCRIPTION	SERIAL NUMBER	AMOUNT	DATE	ACTION
201	1999 Ford C/V	2FAFP71W9XX137702			
202	2000 Ford Mustang	1FAFP42X5YF248704			
203	Dell Keyboard	E145614			
204	Dell Dimensions Computer	H7RSD1			
205	View Sonic Monitor	Q8Y070600931			
206	Magnavox Monitor	AU000538061859			
207	hp Scan Jet 7650	CN8AAT1ORD			
208	Axis 7H network Server	00408C9646B			
209	Dell Keyboard	CNOW7658			
210	Activa Keyboard	K15941			
211	Logitech keyboard	10369			
212	Netgear	72199			
213	Toro Workhorse Mower				
213	Toro Workhorse Mower				
214	Stihl Weed Eater	None			
215	Stihl pole saw	None			
216	Stihl Weed Eater	None			
217	Stihl 026 Chainsaw	None			
218	1948 Ford Fire Truck	799T1886610			
219	2000 Bomb. Jet ski	ZZN66705D000			
220	2007 Ez Loader Trailer	1ZEABLCB67A146515			
221	1985 Jeep	1JCCF87E3FT088933			

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution No. 12-827, awarding a construction contract to Northwest Asphalt, Inc. for the 2012 Roadway Grind, Patch and Crack Sealing project in the amount of \$71,640.55 and authorize a 10% contingency (\$7,164.06).</b>	<b>Agenda Date: August 16, 2012</b>	
	<b>AB12-064</b>	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator – Pete Butkus	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
	Cost Impact: \$81,034.61	Economic Devel. – Andy Williamson
Fund Source: Street Maintenance Budget	Police – Jamey Kiblinger	
Timeline: Project to be complete by Sept. 21	Court – Stephanie Metcalf	
	Comm. Dev. – Steve Pilcher	
<b>Attachments: Resolution No. 12-827; Staff Report; Bid Tabulation; NW Asphalt Bid; Contract Form; scope with maps</b>		
<b>SUMMARY STATEMENT:</b>  See attached Staff Report.		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 12-827 authorizing the Mayor to sign a \$71,640.55 contract with Northwest Asphalt, Inc. for the 2012 Roadway Grind, Patch and Crack Sealing project and authorize a 10% contingency for potential change orders in the amount of \$7,164.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
August 16, 2012		

**RESOLUTION NO. 12-827**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AWARDING THE LOW BID ON THE 2012 ROADWAY GRIND, PATCH AND CRACK SEALING PROJECT TO NORTHWEST ASPHALT, INC.**

**WHEREAS**, the City has planned and budgeted for the 2012 Roadway Grind, Patch and Crack Sealing Project; and

**WHEREAS**, the City has received bids on July 25, 2012; and

**WHEREAS**, Northwest Asphalt, Inc. was the low bidder and has met all the conditions of providing a responsible bid;

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

**Section 1.** Award the bid of the 2012 Roadway Grind, Patch and Crack Sealing Project to Northwest Asphalt, Inc. in the amount of \$71,640.55 for the construction of the 2012 Roadway Grind, Patch and Crack Sealing project and authorizing the Mayor to execute a contract for the same and authorize a 10% (\$7164) contingency fund for potential change orders, substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16<sup>TH</sup> DAY OF AUGUST, 2012.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

## Staff Report

## 2012 Roadway Grind, Patch and Crack Sealing Project

BID PROCESS:

PROJECT BUDGET:

As of June 30, 2012, the City had \$131,797 remaining in the “Street Repair and Maintenance” in the 2012 budget. \$10,000 needs to be retained for striping, signage and supplies.

Because the Lawson/Newcastle Intersection Improvements project (2011) came in under budget, there are additional funds of \$68,546 sitting in that budget category. To move forward with this project, we propose a budget amendment that would transfer funds from the Lawson/Newcastle Intersection Improvements project in order to fully fund this project. See the breakdown below:

FUNDING:

EXPENSES:

Plans &amp; Specs (City Staff): \$ 0.00

Bid Amount: \$71,640.55

Contingency (10%): \$ 7,164.06

Misc. Expenses: \$ 2,230.00

**ESTIMATED TOTAL PROJECT COST: \$81,034.61**

**Funds Remaining \$131,797 - \$81,034.61 = \$50,762\***

\*The Street department will be spending approximately \$10,000 of these funds for striping, signage and supplies.

CONTRACTOR:

The low bidder, Northwest Asphalt, Inc. of Renton, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. The low bidder has not claimed bid error and no formal bidding protests have been recorded. We have verified the low bidder, Northwest Asphalt, Inc. of Renton, Washington, has met the responsibility criteria.

Based on our evaluation, City Staff recommends that this project be awarded to Northwest Asphalt, Inc., PO Box 2260, Renton, Washington 98056.

### INSPECTION AND PROJECT MANAGEMENT:

City staff will provide the inspections, project management and project administration.

REQUEST FOR BIDS  
FOR  
The 2012 BLACK DIAMOND ROADWAY GRIND, PATCH  
AND CRACK SEALING PROJECT

The City is requesting asphalt patching, grinding, and crack sealing work for multiple roadways within the City of Black Diamond. The City is requesting unit price bids for each category of work as defined in the attached bid proposal form / Scope of Work.

The City will update where needed the patch delineation striping on the roadway on or about July 18<sup>th</sup>, 2012.

Small Works Roster Bids must be turned into the public works counter by 2:00 PM July 25, 2012.

City of Black Diamond  
PO Box 599  
Black Diamond, WA 98010

Project: 2012 Roadway Grind, Patch and Crack Sealing Project  
Bid Opening: July 23, 2012

City of Black Diamond PO Box 599 Black Diamond, WA 98010															
Project: 2012 Roadway Grind, Patch and Crack Sealing Project Bid Opening: July 23, 2012				Bidder & Address		Northwest Asphalt, Inc. PO Box 2260 Renton, WA 98056		Lakeridge Paving Co., LLC PO Box 8500 Covington, WA 98042		AA Asphalt Inc. 2518 E. Valley Hwy Sumner, WA 98390-9510		Engineer's Estimate			
Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount			
1		Mobilization	LS	1	\$3,375.00	\$3,375.00	\$4,550.00	\$4,550.00	\$367.00	\$367.00	\$3,000.00	\$3,000.00			
2		Flaggers and Spotters	HR	60	\$63.25	\$3,795.00	\$67.87	\$4,072.20	\$64.00	\$3,840.00	\$70.00	\$4,200.00			
3		Traffic Control Supervisor	LS	1	\$1,100.00	\$1,100.00	\$2,035.80	\$2,035.80	\$4,540.00	\$4,540.00	\$800.00	\$800.00			
4		Remove Asphalt Concrete Pavement	SY	200	\$9.20	\$1,840.00	\$13.47	\$2,694.00	\$25.00	\$5,000.00	\$5.00	\$1,000.00			
5		Adjust Existing Manhole to Grade	EA	1	\$460.00	\$460.00	\$540.00	\$540.00	\$1,272.00	\$1,272.00	\$3,000.00	\$3,000.00			
6		Roadway Excavation Incl. Haul	CY	35	\$49.28	\$1,724.80	\$68.57	\$2,399.95	\$78.00	\$2,730.00	\$20.00	\$700.00			
7		Placing, Grading, and Compacting Asphalt Grindings	CY	29	\$25.00	\$725.00	\$89.59	\$2,598.11	\$79.00	\$2,291.00	\$12.00	\$348.00			
8		Crushed Surfacing Top Course	TON	47	\$63.25	\$2,972.75	\$50.60	\$2,378.20	\$67.00	\$3,149.00	\$20.00	\$940.00			
9		Planing Bituminous Pavement	SY	1020	\$6.90	\$7,038.00	\$15.43	\$15,738.60	\$25.00	\$25,500.00	\$5.00	\$5,100.00			
10		HMA Cl. 1/2 In. Pg 64-22 for Pavement Repair	TON	160	\$132.00	\$21,120.00	\$188.00	\$30,080.00	\$220.00	\$35,200.00	\$120.00	\$19,200.00			
11		HMA Cl. 1/2 In. Pg 64-22 for Overlay	TON	80	\$132.00	\$10,560.00	\$124.00	\$9,920.00	\$194.00	\$15,520.00	\$90.00	\$7,200.00			
12		Crack Sealing (Minimum \$3,000)	LS	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,920.00	\$3,920.00	\$3,000.00	\$3,000.00			
13		Longitudinal Joint Seal	LF	400	\$1.15	\$460.00	\$1.00	\$400.00	\$5.00	\$2,000.00	\$2.50	\$1,000.00			
SUBTOTAL						\$58,170.55		\$80,406.86		\$105,329.00		\$49,488.00			
ADDITIVE ALTERNATES															
A-1		Skim Patch on SE 292nd Place	LS	1	\$2,900.00	\$2,900.00	\$1,290.00	\$1,290.00	\$4,178.00	\$4,178.00	\$3,000.00	\$3,000.00			
A-2		HMA Cl. 1/2 In. Pg 64-22 for Overlay - 1st Ave. South of Baker	TON	66	\$130.00	\$8,580.00	\$123.00	\$8,118.00	\$180.00	\$11,880.00	\$90.00	\$5,940.00			
A-3		Crushed Surfacing Top Course - 1st Ave. South of Baker	TON	33	\$30.00	\$990.00	\$41.82	\$1,380.06	\$67.00	\$2,211.00	\$20.00	\$660.00			
A-4		Planing Bituminous Pavement - 1st Ave. South of Baker	TON	50	\$20.00	\$1,000.00	\$55.68	\$2,784.00	\$82.00	\$4,100.00	\$5.00	\$250.00			
SUBTOTAL FOR ADDITIVE ALTERNATES						\$13,470.00		\$13,572.06		\$22,369.00		\$9,850.00			
TOTAL AMOUNT BID						\$71,640.55		\$93,978.92		\$127,698.00		\$59,338.00			

There were no errors in bidding

## REQUEST FOR BIDS

### THE CITY OF BLACK DIAMOND 2012 Black Diamond Roadway Grind, Patch and Crack Sealing Project

#### BID FORM, SCOPE OF WORK, AND SPECIAL PROVISIONS

The City of Black Diamond is hereinafter referred to as "the City"

1. The undersigned hereby certifies that he/she has examined the locations of the patching as outlined in the bid documents for the City of Black Diamond 2012 Grind, Patch and Crack Sealing Project and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.
2. The bid shall be awarded by the sum of the total of the bids for the 13 categories of work and 4 bid additive alternate items.

The undersigned has checked the above amounts and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

In order for the Owner to consider a bid, all items on the bid must be filled in completely.

3. It is agreed that this bid may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.
4. In accordance with this bid and the City Contract, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after execution of the agreement.
5. Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

#### Addendum

<u>No.</u>	<u>Addendum Receipt Date</u>	<u>Signed Acknowledgement</u>
1.	0 / N/A	
2.		

NOTE: Failure to acknowledge receipt of the Addenda may be considered as an irregularity in the Bid.

6. The undersigned hereby proposes to complete the attached scope of work and hourly rates at the following prices according to the City Contract, this bid, and the bid solicitation:

ITEM NO.	SCOPE OF WORK	UNIT PRICE	QUANTITY	TOTAL
1	MOBILIZATION	1 /LS	1 LS	\$ 3375
2	FLAGGERS AND SPOTTERS	63.25/HR	60 HR	\$ 3795
3	TRAFFIC CONTROL SUPERVISOR	1 /LS	1 LS	\$ 1100
4	REMOVE ASPHALT CONCRETE PAVEMENT	9.20 /SY	200 SY	\$ 1840
5	ADJUST EXISTING MANHOLE TO GRADE	460 /EA	1 EA	\$ 460
6	ROADWAY EXCAVATION INCL. HAUL	49.28/CY	35 CY	\$ 1725
7	PLACING, GRADING, AND COMPACTING ASPHALT GRINDINGS	25.00/CY	29 CY	\$ 725
8	CRUSHED SURFACING TOP COURSE	63.25/TON	47 TON	\$ 2973
9	PLANING BITUMINOUS PAVEMENT	6.90 /SY	1020 SY	\$ 7038
10	HMA CL. 1/2 IN. PG 64-22 FOR PAVEMENT REPAIR	132.00/TON	160 TON	\$ 21,120
11	HMA CL. 1/2 IN. PG 64-22 FOR OVERLAY	132.00/TON	80 TON	\$ 10,560
12	CRACK SEALING (MINIMUM BID \$3,000)	1 /LS	1 LS	\$ 3000
13	LONGITUDINAL JOINT SEAL	1.15 /LF	400 LF	\$ 460
BASE BID TOTAL				\$ 58,171
ADDITIVE ALTERNATE				
ITEM NO.	SCOPE OF WORK	UNIT PRICE	QUANTITY	TOTAL
A-1	SKIM PATCH ON SE 292 <sup>ND</sup> PLACE	1 /LS	1 LS	\$ 2,900
A-2	HMA CL. 1/2 IN. PG 64-22 FOR OVERLAY - 1 <sup>ST</sup> Ave. South of Baker St.	130.00/TON	66 TON	\$ 8580
A-3	CRUSHED SURFACING TOP COURSE - 1 <sup>ST</sup> Ave. South of Baker St.	30.00/TON	33 TON	\$ 990
A-4	PLANING BITUMINOUS PAVEMENT - 1 <sup>ST</sup> Ave. South of Baker St.	20 /TON	50 TON	\$ 1000
BID ADDITIVE TOTAL				\$ 13,470
GRAND TOTAL (Base Bid plus Bid Additive)				\$ 71,641.00

### Schedule of Rates for Crack Sealing

In the table below provide a description of the equipment that will be utilized in the crack sealing operation and the hourly rate for each piece of equipment including the operator. Also provide the hourly rate for common laborers. These rates shall be used for the billing of additional crack sealing for additional areas not identified in the bid or on the work area maps. Additional crack sealing may or may not be requested.

Description	Rate
Crack Sealing Crew including equipment and traffic control	\$ per hour 415.00
COMPRESSOR, HOT TANK, TRAILER	
CREW TRUCKS	
Hot asphalt sealant	\$ per gallon 4.00

Northwest Asphalt, Inc.  
Bidder

7 25. 2012  
Date

NORTHAI060MF  
Contractor's License No.

02 374 8093  
Contractor's DUNS No.

By 

Authorized Official

Address:

PO Box 2260

Renton, WA 98051

- NOTES:
1. If the bidder is a copartnership, so state, giving firm name under which business is transacted.
  2. If the bidder is a corporation, this bid must be executed by its duly authorized officials.

## CITY OF BLACK DIAMOND

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

### SMALL PUBLIC WORKS CONTRACT

1. **Parties.** This Contract is voluntarily and knowingly entered into by and between the CITY OF BLACK DIAMOND, King County, Washington ("City"), and \_\_\_\_\_ ("Contractor"), collectively, "the Parties."
2. **Project.** The Parties enter into this Contract for purposes of Contractor performing work ("the Project"), generally described as:  
  
**2012 Black Diamond Roadway Grind, Patch and Crack Sealing Project, including those additives, if any, specified in the bid award.**
3. **Effective date.** This Contract becomes effective and binding upon the Parties, including their heirs, successors, and assigns, immediately upon the most recent date of signature appearing on this Contract.
4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via e-mail. It is the responsibility of Contractor to notify City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses:

**CITY:**

CITY OF BLACK DIAMOND  
P.O. Box 599 – 24301 Roberts Drive  
Black Diamond, Washington 98010  
Contact: Seth Boettcher  
Phone: (253) 886-5700  
Fax: (360) 886-2592

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tax I.D. # \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_  
Fax: (\_\_\_\_\_) \_\_\_\_\_

5. **Notice to Proceed.** The Contractor shall provide a performance bond, insurance certificates, a City business license and statement of intent to pay prevailing wage rates within 10 days of receiving a notice of award. Upon timely receipt of the bond, insurance certificate, business license and statement of intent to pay prevailing wage rates, the City will thereafter have ten (10) days to issue a notice to proceed. The September 21<sup>st</sup> deadline for completion of all work in accordance with the terms and conditions of the Agreement shall remain in effect provided that the notice to proceed is issued prior to August 24<sup>th</sup>, 2012.

6. **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 Contractor shall be solely responsible for furnishing all labor necessary to complete the Project as required.
- (2) Responsible for performing all work. Contractor agrees and understands that Contractor shall be solely responsible for performing all work necessary to complete the Project as required.
- (3) Responsible for furnishing all materials and equipment. Contractor agrees and understands that Contractor shall be solely responsible for furnishing all materials and equipment necessary to complete the Project as required, except for any materials expressly agreed in writing to be provided by City. Materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the City.
- (4) Documents incorporated by reference. Contractor agrees and understands that all terms and specifications contained in any Request for Bids that was issued by City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with, unless one or more of such terms and specifications are expressly amended or waived in writing by City.
- (5) Laws and regulations to be followed. Contractor agrees and understands that Contractor, his employees, agents, and subcontractors, must at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
- (6) Work Hours. The contractor shall not work on weekends. On Mondays through Thursdays, the contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM. The contractor shall not start work before 7:00 AM on Fridays. The contractor must be off the street and shall not work after 3:30 PM on Fridays.
- (7) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, the Contractor represents and warrants to the City that the Contractor has fully informed himself/herself/itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, the Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.
- (8) Contractor's Responsibility. The Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. The Contractor shall carry on the work at his/her/its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work and/or materials before its final completion and acceptance, repair or

replace forthwith the Work and/or materials so injured, damaged or destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by the Contractor, the Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by the Contractor. The Contractor shall procure all permits (unless permits are secured by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor shall be responsible for preparing working drawings and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, falsework plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which the Contractor will rely on for purposes of conducting the work for the Project.

- (9) Contractor Clean-Up. Prior to Physical Completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by the Contractor in an efficient and expeditious manner as required and directed by the City.
- (10) Safety. The Contractor and his subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the Work. The Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

*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.

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **July 25, 2012**. A copy of the applicable prevailing

wage rates are also available for viewing at the office of the Owner, located at 24301 Roberts Drive, Black Diamond, WA 98010. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

- (2) Notice to City. The Contractor shall provide a minimum 48-hours notice prior to commencement of work under this Contract. by phone to the City's assigned project manager as directed at the preconstruction conference..
- (3) The Scope of Work, Bid Form, and Specifications to be followed. Contractor agrees that all work is to be performed to the City's satisfaction and in compliance with:
  - a. the 2012 Standard Specifications for Road, Bridge, and Municipal Construction Division 2 through 9.
  - b. The attached scope of work,
  - c. Section 1-08.9 for the determination of Liquidated Damages
  - d. requirements contained in any Request for Bids (RFB) that was issued by the City prior to awarding this Contract, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Bid Documents to control. Contractor agrees that all work is to be performed to the City's satisfaction and in compliance with the Bid Documents. Where the Bid Documents do not address specific construction issues, the City's Engineering Design & Construction Standards (can be found on the street page of the public works page of the city's web site) shall control.
- (5) Schedule of Work to be followed. All work outlined in the scope of work needs to be completed within 30 working days from the notice of award but in any case no later than September 21<sup>st</sup>, 2012. Contractor understands and agrees that time is of the essence in performing the work needed for this Project. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (6) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. In addition to the Contractor's other obligations under the Contract, the Contractor shall, for a period of one year after final acceptance of the Project by the City, correct work not conforming to the requirements of the Contract. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (7) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his designee, and accepted by same.

*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, sexual orientation, 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.

**6. Compensation**

Compensation shall be by Unit Price for each of the 13 categories of work and 4 bid additive items as defined in the attached Bid Form/ Scope of Work at the bid amounts.

Compensation for services requested by the City beyond the defined scope of work shall be by the unit prices according to the bid or by change order.

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**7. Payment**

- A. The Contractor shall request approval and acceptance of each category of work from the City. The Contractor may not bill for the completed work until the City has accepted the completed work.
- B. Contractor shall maintain time and expense records and provide them to the City monthly, along with monthly invoices for any hourly work performed to the date of the invoice.
- C. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.
- D. Failure to perform any of the obligations under the Contract by the Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- E. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

8. **Performance Bond.** The Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount including tax guaranteeing the full and faithful performance by the Contractor of the terms and conditions of this Contract.

Initial: \_\_\_\_\_ (Contractor)

9. **Retainage.** Pursuant to RCW 60.28, a sum of five (5) percent of the monies earned by the Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract.
10. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may request additional services within the general scope of the Contract consisting of additions, deletions or other revisions according to the commitment of equipment and rates for each category of work. The Contract Sum and Contract completion date will be adjusted accordingly. Change orders shall be in writing signed by the parties.
11. **Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Such compensation shall be pro-rated based upon the lump sum bid and the percentage of the work completed. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the Contract 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 Contractor. The Contractor 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.
12. **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.*

- (1) 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.

### 13. Insurance

- A. 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 insurance is maintained by Contractor and each of its subcontractors or agents who are not otherwise covered by Contractor's 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.
- B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.
- C. 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.
- D. Minimum Scope of Insurance. Contractor 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, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for The City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

E. Minimum Amounts of Insurance. Contractor shall 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 and a \$2,000,000 products-completed operations aggregate limit.

F. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor'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.

G. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

- H. Verification of Coverage. Contractor 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 Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.
- I. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

**14. 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 the force account provisions of the Standard 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.

**15. Indemnification/Hold Harmless.** The Contractor 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES. The provisions of this section shall survive the expiration or termination of this Agreement. It is further agreed that all claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the claimant or defend the claim. City retains the right to approve claims investigation and

counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

**16. Assigning or Subcontracting.** Contractor 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.

**17. Independent Contractor.** Contractor is and shall be at all times during the term of this Agreement an independent contractor.

**18. 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.

**19. 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.

**20. Extent of Agreement/Modification.** This Agreement, together with 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 be amended, modified or added to only by written instrument properly signed by 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**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_ (*Corporate Officer (Not Contract Signer)*) certify that I am the \_\_\_\_\_ (*Corporate Title*) of the corporation named as Contractor in the Agreement attached hereto; that \_\_\_\_\_, (*Contract Signer*) who signed said Agreement on behalf of the Contractor, was then \_\_\_\_\_ (*Corporate Title*) of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
Corp. officer signature (not contract signer)

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, (*corporate officer (not contract signer)*) being duly sworn, deposes and says that he/she is \_\_\_\_\_ (*Corporate Title*) of \_\_\_\_\_ (*Name of Corporation*)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Print)  
My commission expires \_\_\_\_\_

## Work Area Exhibits

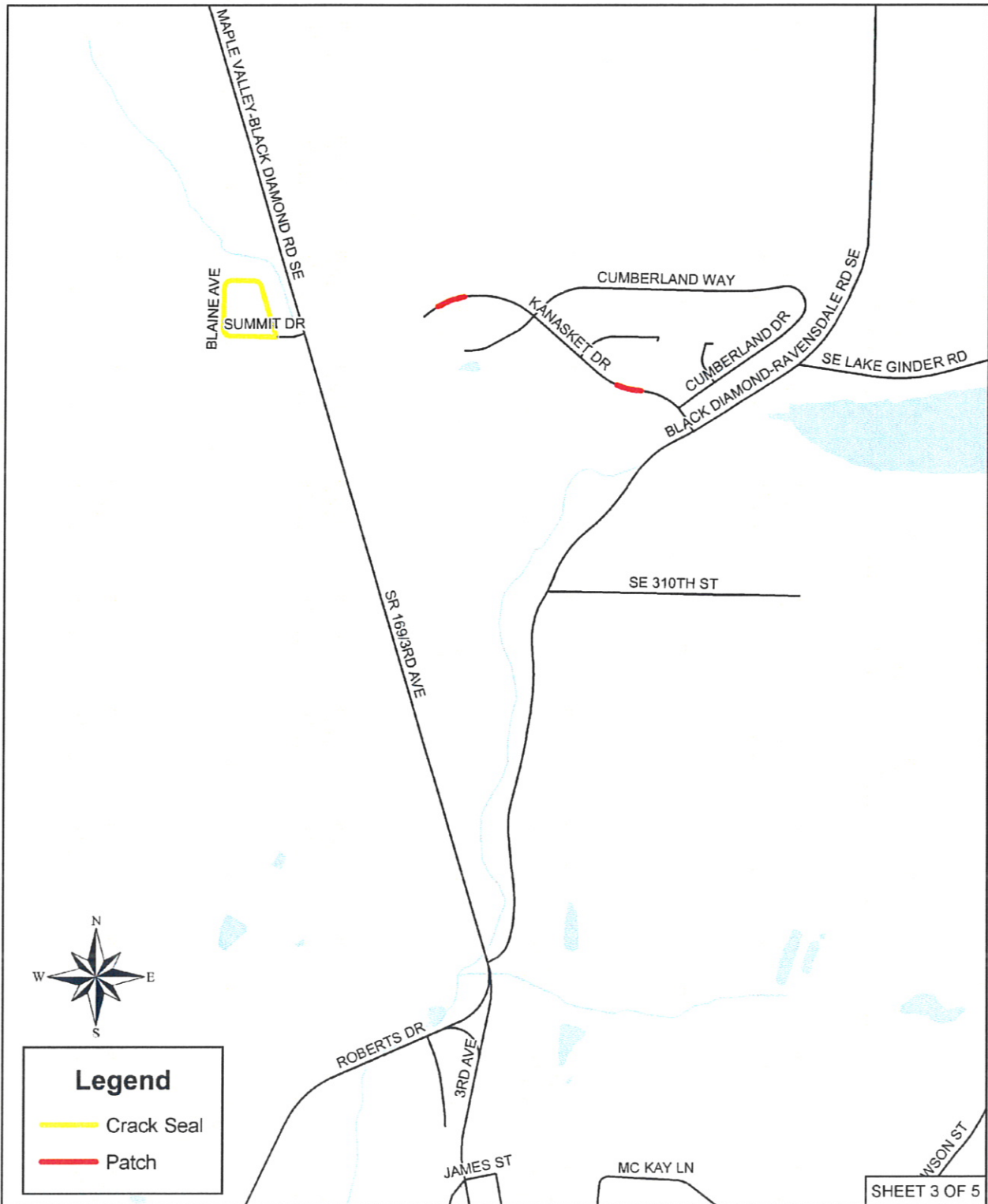
The attached set of exhibits shows the general locations of where work is to be performed. Details of the work site are to be field verified by Bidders. Drawings are not to scale. The table below outlines approximate quantities at the different locations throughout the City:

LOCATION	LENGTH (FT.)	WIDTH (FT.)	SQ. FT.	DEPTH (IN.)	Bid Items
Jones Lake Road – 1	23	4	92	2	2, 3, 9, 10
Jones Lake Road – 2	13	4	52	2	2, 3, 9, 10
Jones Lake Road – 3	25	4	100	2	2, 3, 9, 10
Jones Lake Road – 4	22	12	264	2	2, 3, 9, 10
Jones Lake Road – 5	13	6	78	2	2, 3, 9, 10
Jones Lake Road – 6	31	6	186	2	2, 3, 9, 10
Jones Lake Road – 8	24	5	120	2	2, 3, 9, 10
2 <sup>nd</sup> Avenue – 1	114	3	342	2	2, 3, 9, 10
Morgan Creek (25423 Kanasket)	9	7	63	4	2, 3, 9, 10
Morgan Creek (25201 Kanasket)	20	5	100	4	2, 3, 9, 10
216 <sup>th</sup> south of intersection with SE 292 <sup>nd</sup>	48	5	240	2	2, 3, 9, 10
216 <sup>th</sup> north of corner from 215 <sup>th</sup> Pl.	500	9	4500	2	2, 3, 9, 10
224 <sup>th</sup> at SE 304 <sup>th</sup> Pl.	83	4	332	2	2, 3, 9, 10
228 <sup>th</sup> at SE 307 <sup>th</sup>	100	4	400	2	2, 3, 9, 10
2 <sup>nd</sup> Avenue – 2	113	15	1695	4	2, 3, 4, 6, 8, 10
4 <sup>th</sup> Avenue	16	5	80	4	2, 3, 4, 6, 8, 10
Roberts Drive Shoulder	400	2	800	4	2, 3, 6, 10, 13
Jones Lake Road – 7	123	2	246	4	2, 3, 6, 10, 13
1 <sup>st</sup> Avenue - north	143	16	2288	4	2, 3, 7, 9
216 <sup>th</sup> , East Lane	400	-	-	-	2, 3, 12
Diamond Glen Development	1300	-	-	-	2, 3, 12
228 <sup>th</sup> , north of patch work	100	-	-	-	2, 3, 12
5 <sup>th</sup> Avenue (see note 1 below)	200	16	3200	4	2, 3, 5, 8, 11
SE 292 <sup>nd</sup> – 3 sink holes	-	-	-	-	2, 3, A-1
Morgan Drive			110	2	2, 3, 9, 10
1 <sup>st</sup> Ave So of Baker St. grinding No. end	10	48	680	2	A-4
1 <sup>st</sup> Ave so. of Baker St. grinding so. end	10	24	240	2	A-4
1 <sup>st</sup> Ave so. of Baker St., asphalt overlay w/ 20ft. radius at Baker w/ thickened edge	220	24	5280	2	A-2
1 <sup>st</sup> Ave so. of Baker St. –shoulder rock	220	16	3520	2	A-3

<sup>1</sup> Pave in two lifts, grade to drain to the west;







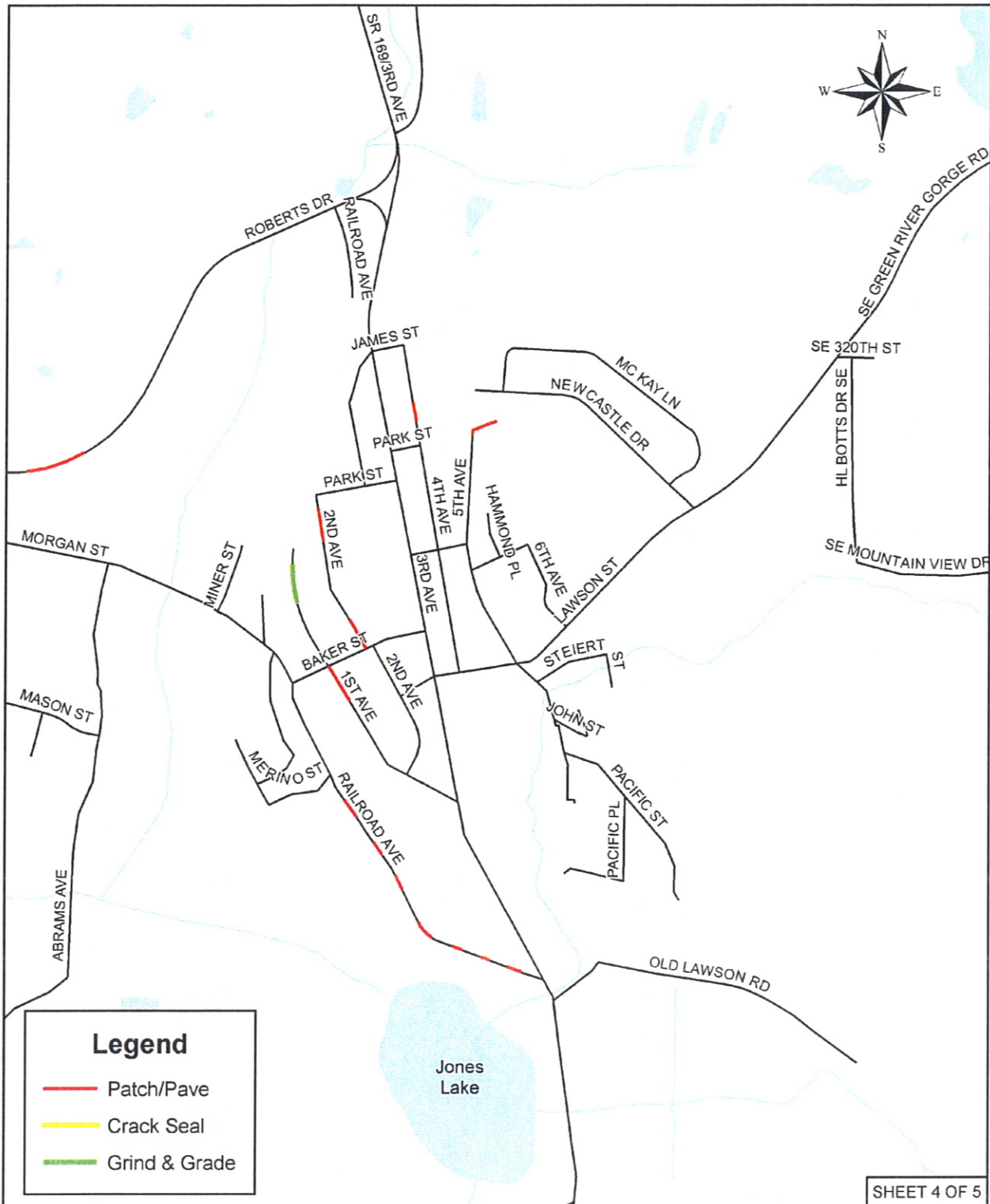
SHEET 3 OF 5



Drawn and Approved By: SH/SB

Revised: 07/02/2012

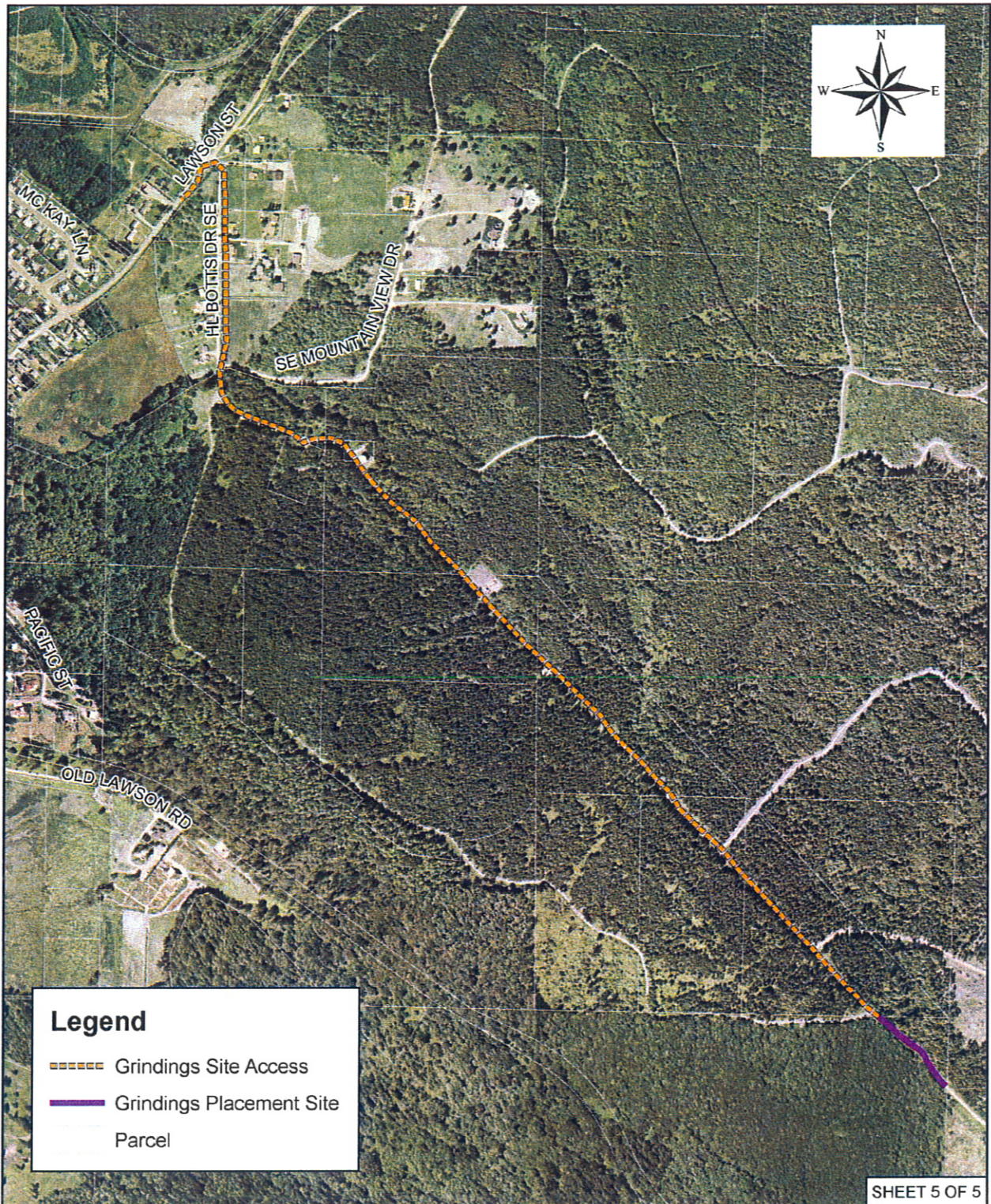
## 2012 Asphalt Repairs Diamond Glen/Morgan Creek



Drawn and Approved By: SH/SB

Revised: 07/02/2012

## 2012 Asphalt Repairs Downtown Area



Drawn and Approved By: SH/SB

Revised: 07/02/2012

## 2012 Asphalt Repairs Grindings Placement Site

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution No. 12-828, authorizing the Mayor to execute a contract with Roth Hill, LLC for the design engineering of the 5<sup>th</sup> Avenue Water Main Replacement Project</b>	<b>Agenda Date: August 16, 2012</b>	
	<b>AB12-065</b>	
	Department/Committee/Individual	
	Mayor Rebecca Olness	
	City Administrator – Pete Butkus	
	City Attorney –Chris Bacha	
	City Clerk – Brenda L. Martinez	
	Finance – May Miller	
	Public Works – Seth Boettcher	
	Ec. Devel/PW. – Andy Williamson	<b>X</b>
Cost Impact: \$45,474.07	Police – Jamey Kiblinger	
Fund Source: King County CDBG/REET II	Court – Stephanie Metcalf	
Timeline: August – December 2012	Comm. Dev. – Steve Pilcher	
<b>Attachments: Resolution 12-828; Professional Services Agreement; Scope; Schedule; Fee; Map</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>Per CDBG regulations, the City was required to hire a consultant that is not currently under contract with the City for the design engineering for the 5<sup>th</sup> Avenue Water Main Replacement project.</p> <p>City staff, in conjunction with CDBG, selected six firms off our Small Works Roster (MRSC) and sent Requests for Qualifications (RFQ's) to those firms on June 28, 2012. Only three firms submitted their qualifications; all were interviewed. The interview panel consisted of three members of the City staff and a King County Project Manager. The unanimous choice of the interview panel was to hire Roth Hill, LLC.</p> <p>City staff reviewed the scope of work with Roth Hill and drafted up the attached Professional Services Agreement. The contract has been reviewed by the City attorney.</p>		
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<p><b>RECOMMENDED ACTION: MOTION to adopt Resolution 12-828, authorizing the Mayor to execute a contract with Roth Hill, LLC for the design engineering of the 5<sup>th</sup> Avenue Water Main Replacement Project.</b></p>		
<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
August 16, 2012		

**RESOLUTION NO. 12-828**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROTH HILL, LLC TO PROVIDE THE DESIGN ENGINEERING FOR THE 5<sup>TH</sup> AVENUE WATER MAIN REPLACEMENT PROJECT.**

**WHEREAS**, the City received a \$160,000 King County Community Development Block Grant (CDBG) for the 5<sup>th</sup> Avenue Water Main Replacement Project; and

**WHEREAS**, private firms on the City's Municipal Research Services Center consultant roster providing water main engineering design services were invited to submit Statements of Qualifications for review and consideration; and

**WHEREAS**, after the three firms that submitted their qualifications were interviewed by a panel consisting of City staff and one King County CDBG project manager, the panel unanimously recommended Roth Hill, LLC as the firm most capable of providing the design engineering for this project;

**WHEREAS**, City staff has worked out an acceptable scope of work and the City attorney has reviewed the contract;

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

**Section 1.** The Mayor is hereby authorized to execute a Professional Services Agreement with Roth Hill, LLC to provide design engineering services for the 5<sup>th</sup> Avenue Water Main Replacement Project, substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16<sup>TH</sup> DAY OF AUGUST, 2012.**

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 \_\_\_\_\_, 2012 and is entered into by and between

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Seth Boettcher Phone: 360-886-5711 Fax : 360-886-2592

and

Roth Hill, LLC ("Consultant")

11130 NE 33<sup>rd</sup> Place, Suite 200

Bellevue, WA 98004

Contact: Laurie Fulton Phone: 425-869-9448 e-mail LFulton@rothhill.com

Tax Id No.: 91-2149132

for professional services in connection with the following project:

(Description of project) (the "Project").

### **TERMS AND CONDITIONS**

#### **1. Services by Consultant**

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

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

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

## **2. Schedule of Work**

2.1 Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "B."

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 execution of this agreement.

## **3. Compensation**

TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$45,474.07 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

## **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. . Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

## **8. Ownership of Work Product**

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. 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 negligent acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages to the extent caused by or arising out of the concurrent negligence of the City. Provided, however, that if any such claims, injuries, damages, losses or suits result from the concurrent negligence of Consultant and the city, it is expressly agreed that Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of Consultant's negligence.

## **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 and King County Housing and Community Development 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 or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: Seth Boettcher, Public Works Director  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010  
Fax: 360-886-2592

With a copy to: Chris Bacha  
Kenyon Disend, PLLC  
11 Front Street South  
Issaquah, WA 98027  
Fax: 425-392-7071

Consultant: Laurie Fulton, P.E.  
Roth Hill, LLC  
11130 NE 33<sup>rd</sup> Place, Suite 200  
Bellevue, WA 98004

### **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/her designee( the contract Administrator) 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. . Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

**17. Extent of Agreement/Modification**

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

**18. Conflict of Interest; Non-Collusion**

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

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

CITY OF BLACK DIAMOND

CONSULTANT

By: \_\_\_\_\_  
Rebecca Olness

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Its: Mayor

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By:

\_\_\_\_\_  
Brenda L. Martinez  
City Clerk

**EXHIBIT "A"**  
**SCOPE OF WORK**

**City of Black Diamond**  
**5<sup>th</sup> Avenue AC Watermain Replacement**  
**Design Services**

**Roth Hill, LLC**

**PROJECT DESCRIPTION**

Roth Hill, LLC will provide professional design engineering services for replacing existing small diameter asbestos cement (AC) water main with 8-inch diameter ductile iron (DI) water main, in order to replace aging infrastructure on 5<sup>th</sup> Avenue in the City of Black Diamond. Design includes fire hydrants, valves, meters, other appurtenances and pavement overlay and surface restoration. Roth Hill will provide topographic basemaps, drawings, specifications and construction cost estimates.

**SCHEDULE**

The City requests that the project bid in January or February, 2013 and that construction be completed by October 1, 2013.

**SCOPE OF WORK**

This Scope of Work consists of 1) Project Management, 2) Design Services and 3) Construction Phase Services, and 4) Supplemental Services.

**PROJECT MANAGEMENT**

- A. Manage all tasks, staff for design and construction phase services.
- B. Develop project schedule.
- C. Communicate on a regular basis with City regarding design progress, issues, costs, and schedule.
- D. Administer monthly Consultant invoicing to City for services provided.

**City Responsibilities and Assumptions:**

- Meeting room for City-Consultant meetings, as required.

**Deliverables:**

- Detailed project schedule (hardcopy)
- Monthly invoice.

**DESIGN SERVICES**

- A. Research and Scoping
  - Attend one meeting (1 Roth Hill attendee), which includes site visit, with City personnel to review City standards, specific project work elements, priorities and schedule.

- Identify necessary work products to support development of plans and specifications
- Research, collect and assemble available existing data documents for City and private utility contract record drawings (as-builts).

#### B. Topographic Survey and Preparation of Base Drawings

- Perform field topographic survey to identify existing surface conditions within project limits using electronic surveying equipment and one or two-person crew.
  - Survey limits to include location of existing water meters, edge of pavement on each side of the street, plus hydrants, pavement patches and other water appurtenances located within public right-of-way or easement.
  - Field survey to include available underground-utility paint-mark locates and surface indications of underground features prior to topographic survey. Field survey does not include potholing underground utilities.
- Request and obtain available franchise utility companies' construction record drawing information including underground power, gas, telephone, fiber optic, and other known utilities and incorporate into the base drawings.
- Coordinate underground utility locates (through services of a utility locates service hired by the City) for City and franchise utilities to confirm horizontal locations of existing utilities. Services will include the following:
  - Preliminary research and review of available City and utility companies' record drawings to confirm approximate locations.
  - Provide maps, as required, showing limits for utility locates.
  - Respond to questions from utility locates company.
- Coordinate exploratory potholing of buried utilities (through services of a vactor service company hired by the City) for City and franchise utilities to confirm horizontal locations and depths of existing utilities. Services will include the following:
  - Preliminary research and review of available City and utility companies' record drawings to confirm approximate locations.
  - Provide instructions and maps showing pothole locations.
  - Respond to questions from vactor service company.
- Reduce field data and prepare base drawings for design. Base drawings will be established using 1 inch = 20 feet drawing scale and will include one-foot contour intervals.
- Horizontal and vertical control will be NAD 83 (NSRS 2007) Horizontal datum and NAVD 88 Vertical Datum. GPS surveying methodology will be employed where practical and feasible.

#### C. Schematic Design (30%) Documents

- Perform field reconnaissance for approximately 900 linear feet of main replacement. Take and catalog digital photos to document significant existing features and conditions.
- Review the City's available Water, Sewer and Storm Utility construction record drawings and GIS base maps, incorporate pertinent utility, parcel,

right-of-way line and address information into the base drawings. City to provide both hard copy and electronic files of the Water, Sewer and Storm Utility maps where available.

- Meet with City staff on site to review design requirements and to verify locations of existing features and conditions as they relate to the design.
- Prepare plan and profile design drawings showing base drawing information (existing topographic survey, utility, and parcel/right-of-way line information), proposed alignment of water mains, proposed locations of gate valves, hydrants and services, existing water mains to be abandoned or removed,
- Prepare preliminary Opinion of Probable Construction Cost (OPCC) showing bid items, quantities, unit costs, and total probable costs for construction of proposed improvements totaled by all locations into one spreadsheet.
- Conduct in-house quality assurance (QA) review.
- Communicate with City staff to discuss City's Draft Design review comments.

#### D. 90% Design Documents

- Incorporate City's schematic design review comments and CDBG documents into drawings, Contract Documents and OPCC.
- Provide final detail on drawings; such as, call-outs for connections to existing system, fittings, valves, hydrants, services, and water meters; complete project-specific details and notes including ones pertaining to pavement restoration; and standard construction and TESC notes.
- Obtain and incorporate the relevant City's Standard Details into drawing set.
- Obtain and incorporate the City's Standard Details and Specifications into the design drawings and contract documents. The City's Standard Specifications will be used, with supplemental specifications provided by Consultant and modified, as necessary, for this project.
- Prepare draft Contract Documents including City's boilerplate advertisement for bid, bid proposal, contract and Special Provisions sections.
- Obtain and incorporate CDBG documents.
- Conduct in-house quality assurance (QA) review.
- Prepare OPCC based on 90% design.
- Submit three sets of Final Contract Documents and OPCC to City for review by City and CDBG.
- Communicate with City staff to discuss City's review comments

#### E. Final Design Documents

- Incorporate City's 90% design review comments, and CDBG review comments, into drawings, Contract Documents and OPCC.
- Provide final detail on drawings; such as, call-outs for connections to existing system, fittings, valves, hydrants, services, and water meters; complete project-specific details and notes including ones pertaining to pavement restoration; and standard construction and TESC notes.
- Conduct in-house quality assurance (QA) review.
- Submit three sets of Final Contract Documents and OPCC to City for review by City and CDBG.
- Communicate with City staff to discuss City's review comments

F. Permits

- Develop and submit Joint Aquatic Resources Permit Application (JARPA).
- Coordinate with Washington State Department of Fish and Wildlife, as required, to obtain Hydraulic Project Approval (HPA).

G. Bid Documents

- Finalize drawings and Contract Documents for bidding by incorporating City's Final Design review comments.
- Conduct in-house quality assurance (QA) review.
- Scan and upload bid documents electronically to Builder's Exchange.

H. Bidding Services

- Answer bidder technical questions during bid period, if necessary.
- Assist City in preparing addenda, if necessary.

I. Coordination with King County/CDBG

- Phone coordination with CDBG regarding specific items as needed (allowance 4 hours)

**Assumptions:**

- Stream buffer delineation, studies, and reports are not required.
- No City-issued permits will be required.
- SEPA will not be required.
- Specification technical sections will be based on City of Bellevue Utilities specification format, including sections or portions of sections as applicable to this project.

**City Responsibilities:**

- Meeting room for City-Consultant conferences.
- Provide available water, sewer, and storm utility maps.
- City contract with utility service locates company to provide locates for all buried utilities.
- City contract with vector company to pothole proposed AC water main crossings.
- Assist utility locates service, as required, by field marking locations of water and sewer.
- Field mark extents of existing asphalt pavement areas to be replaced by contractor before design survey.
- City will provide electronic standard boilerplate Contract Documents, General Information and Special Provisions to the Standard Specifications.
- City and CDBG turnaround time for review comments shall be two weeks for Draft submittal, three weeks for Final submittal.
- City to administer distribution of bid/contract document sets to prospective bidders, distribute addenda as necessary, receive bids, prepare bid

tabulation, review apparent low bidder references, and prepare recommendation for contract award.

- City to provide bid abstract to appropriate newspapers and pay for publication.
- Review and approve construction record drawings.
- It is assumed no easements or right of entry permits will be required.
- Additions to the scope of work will be performed as SUPPLEMENTAL SERVICES.

**Deliverables –Schematic Design Drawings:**

- Submit two sets of full-size (22"x34") and one set of half-size (11"x17") drawings and preliminary OPCC to City for review.

**Deliverables –90% Design Documents:**

- Submit two sets of Contract Documents (hard copy), two sets of full-size (22"x34") and one set of half-size (11"x17") drawings and draft OPCC to City for review.
- Submit one set of Contract Documents (hard copy) and one set of half-size (11"x17") drawings and draft OPCC to CDBG for review.

**Deliverables – Final Design Documents:**

- Submit two sets of Contract Documents (hard copy), two sets of full-size (22"x34") and one set of half-size (11"x17") drawings and final OPCC to City for review.
- Submit one set of Contract Documents (hard copy) and one set of half-size (11"x17") drawings and draft OPCC to CDBG for review.

**Deliverables – Bid Set:**

- Submit one unbound master set of bid/contract documents with half size (11"x17") drawings.
- Submit 4 sets of comb bound Bid/Contract Documents with half size (11"x17") drawings and final OPCC to City for review.
- Submit one full size (22"x34") sets of plan drawings.
- Submit electronic copy of final Plan Drawings, Contract Documents and OPCC.
  - Plan drawings will be developed in AutoCAD 2009 at Roth Hill's office and submitted to City as ACAD 2009, or earlier version if requested. A .pdf of all of the drawing sheets will also be submitted.
  - Contract Documents will be in PDF format.
- OPCC will be in Microsoft Excel format.

**CONSTRUCTION PHASE SERVICES**

**J. Design and Engineering Support During Construction:**

The Consultant will provide design support as requested by the City to provide guidance on potential construction conflicts, specific questions, etc. The budget for this task is based on a typical level of design support for a few issues that may occur

during construction. If major differing site conditions or complex issues are identified, additional fees may be required.

**K. Construction Record Drawings:**

The Consultant will use the Contractor's and/or City's marked up field drawings, and GPS data if provided, to prepare ACAD-format construction record drawings using the original design ACAD files as the base drawings. This service will be accomplished by the Consultant's ACAD drafter/designers located at the Consultant's office. Construction record drawings will reflect the completed permanent water improvements. Right-of-way lines, property boundaries, etc. will be retained from the design drawings.

**City Responsibilities and Assumptions:**

- Provide Construction Inspection
- Monitor Contractor's construction as-built field records (redlines) to ensure correct and current throughout construction.
- Review and approve construction record drawings.

**SUPPLEMENTAL SERVICES**

- L. Provide additional services as may be required to complete the project that are requested and authorized by the City.**
- Roth Hill will submit a budget estimate for Supplemental Services if requested by the City.
  - Roth Hill will not commence work on any supplemental services work until Roth Hill receives written authorization from the City to proceed with any Supplemental Services.

**SERVICES NOT INCLUDED**

The following services are not a part of this Agreement. If the City chooses to add one or more of the following services to this Scope of Work, then this Agreement shall be modified in terms of an addition to the total compensation to be paid to the Consultant and an appropriate extension of time (as necessary) to the Consultant's schedule.

1. All Permit related services, except development and submission of JARPA and coordination with Washington State Department of Fish and Wildlife for HPA.
2. Coordination with City of Black Diamond's Fire Marshall regarding review and approval of proposed improvements.
3. Hydraulic network analysis of existing and/or proposed water system to verify proposed pipe sizes.
4. Underground utility potholing and any associated field surveying to confirm horizontal and vertical locations of existing water mains and other existing utilities at various locations.
5. Attendance at bid opening, preparing bid tabulation, review apparent low bidder references, and prepare recommendation for contract award.
6. Easements and related services.
7. Geotechnical exploration/report.
8. Stream buffer delineation and environmental studies and reports.

9. Coordination with property owners.
10. Construction inspection and construction administration.

**END OF EXHIBIT "A"**

**EXHIBIT "B"**  
**DESIGN & CONSTRUCTION SUPPORT SCHEDULE**

**City of Black Diamond**  
**5<sup>th</sup> Avenue Watermain Replacement**

Design contract executed	August 17, 2012
90% Design complete	November 5 <sup>th</sup> , 2012
Bid documents complete for King County CDBG review	December 3, 2012
Bid document finalized	January 10, 2013
Bid advertisement	January / Feb, 2013
Bid opening	Feb, 2013
Construction start*	August , 2013
Construction completion	September, 2013
Construction record drawings complete	November, 2013

Construction start subject to conditions of Hydraulic Project Approval (HPA)

# **EXHIBIT C** **SCHEDULE OF HOURLY RATES**

Roth Hill, LLC. fee schedule by staff and reimbursable expense classification  
as of November 01, 2011. Rates are subject to modification.

## **Staff Time**

<u>Classification</u>	<u>Hourly Billing Rate Range</u>		
EIT / Sr. Designer	\$79.00	-	\$115.00
Civil Specialist	\$80.00	-	\$153.00
Engineer	\$95.00	-	\$166.00
Project Manager	\$154.00	-	\$168.00
Planner	\$94.00	-	\$121.00
Technician	\$70.00	-	\$74.00
CAD (includes mapping and GIS)	\$91.00	-	\$106.00
Construction Services Specialist	\$80.00	-	\$153.00
Construction Representative	\$96.00	-	\$111.00
Senior Surveyor	\$84.00	-	\$115.00
Surveyor	\$55.00	-	\$104.00
Project Surveyor (PLS)	\$125.00	-	\$141.00
Administrative	\$32.00	-	\$87.00
Administrative Lead	\$88.00	-	\$151.00
Director / Principal / Sr. Engineering Consultant	\$163.00	-	\$188.00

## **Reimbursable Expenses**

### Travel

Vehicle Mileage	IRS Standard Rate (currently \$0.555)
Miscellaneous Travel - Parking, Tolls, Taxi Fares, etc.	Actual cost without markup

### Prints

Black & White Prints (up to 11x17)	\$1.25	per sheet
Color Prints (up to 11x17)	\$1.50	per sheet
Large Format Prints	\$7.50	per sheet
CD Production	\$2.00	per cd

<u>Computer Station</u>	\$10.00	per hour
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<u>Map/Drawing Scanning</u>	\$5.00	per sheet
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### Field Equipment

Flo-Tote (flow monitoring)	\$30.00	per day
Turbidimeter (water quality monitoring)	\$5.00	per day
Survey - Digital Level	\$5.00	per hour
Total Station	\$10.00	per hour
Robotic Total Station	\$15.00	per hour
GPS/RTK	\$20.00	per hour

**No charges are billed for the following items:**

1. Long distance phone calls
2. Fax services
3. Postage
4. Photocopy paper or stationary for in-house production
5. In-house Photocopy - no "per copy" charge, but related labor is billed

**Exhibit "C"**  
**BUDGET SUMMARY**

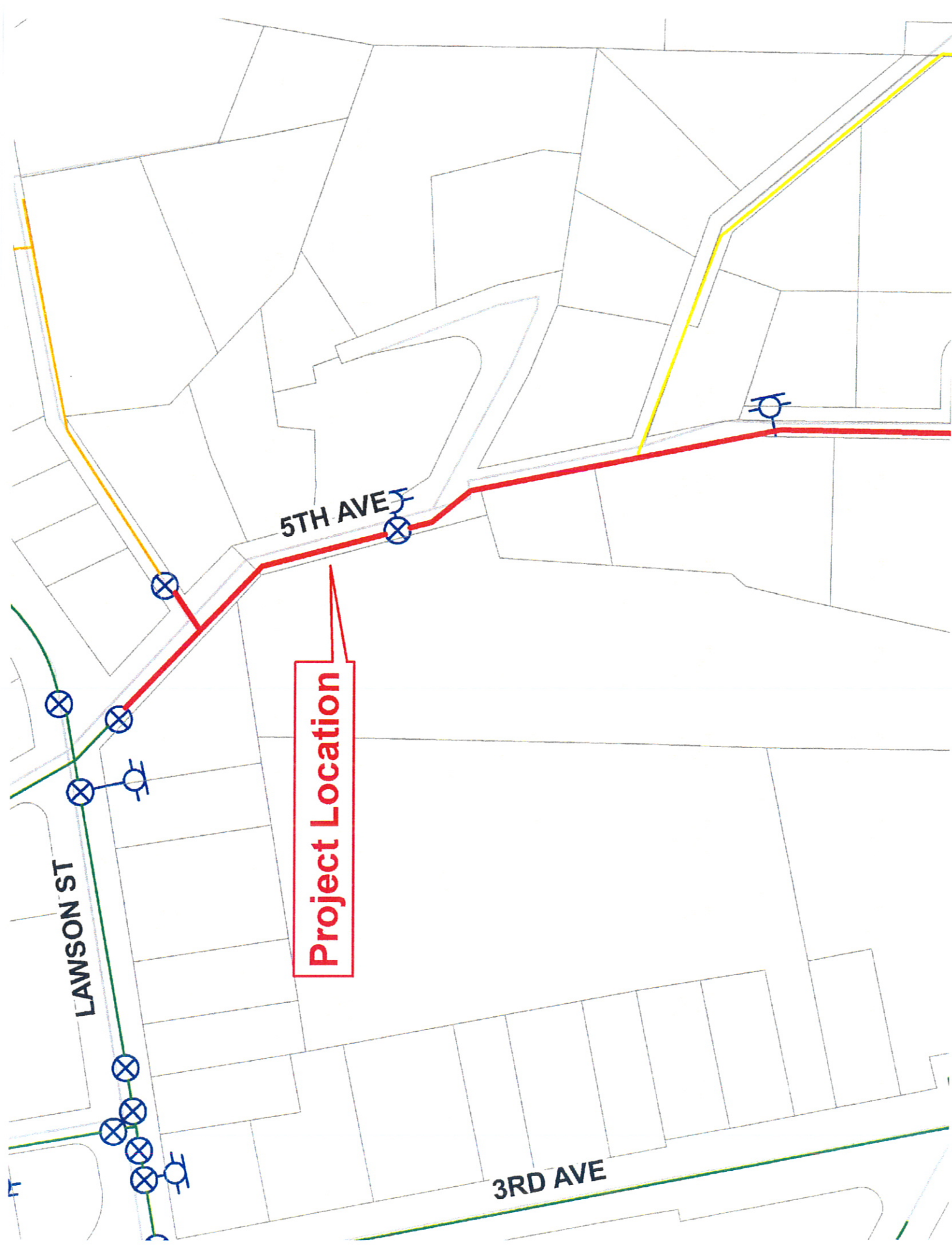
City of Black Diamond  
5th Avenue Watermain Replacement  
Design & Construction Support Services

Roth Hill, LLC

**SUMMARY OF HOURS AND FEE**

Task	Labor Hours	Labor Cost	Reimbursable Cost *	Total Cost
<b>Project Management</b>	28	\$ 3,914	\$ 20	\$ 3,934
<b>Design Services</b>				
Onsite Design Survey/Base Mapping	39	\$ 4,122	\$ 455	\$ 4,577
Schematic Design (30%) Drawings, and OPCC and QA	52	\$ 6,484	\$ 233	\$ 6,717
90% Design Drawings, Specs, OPCC and QA	118	\$ 14,021	\$ 522	\$ 14,542
Final Design Drawings, Specs, OPCC and QA	67	\$ 7,370	\$ 302	\$ 7,671
Bid Documents	30	\$ 3,195	\$ 162	\$ 3,357
JARPA & HPA	9	\$ 990	\$ 10	\$ 1,000
Bidding Services	6	\$ 678	\$ 10	\$ 688
<b>Subtotal Design Services</b>	<b>281.50</b>	<b>\$ 36,859</b>	<b>\$ 1,693</b>	<b>\$ 38,552</b>
<b>Construction Phase Services</b>				
Design and Engineering Support During Construction (as required)	9	\$ 1,129	\$ 10	\$ 1,139
Construction Record Drawings	17	\$ 1,720	\$ 129	\$ 1,849
<b>Subtotal Construction Phase Services</b>	<b>26</b>	<b>\$ 2,850</b>	<b>\$ 139</b>	<b>\$ 2,989</b>
<b>Total Not to Exceed</b>	<b>334.50</b>	<b>\$ 43,622.57</b>	<b>\$ 1,851.50</b>	<b>\$ 45,474.07</b>

\* includes mileage, equipment, supplies, computer usage, etc



5TH AVE

Project Location

LAWSON ST

3RD AVE