



**CITY OF BLACK DIAMOND**  
**March 19, 2015 Regular Business Meeting Agenda**  
25510 Lawson St., Black Diamond, Washington

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

**APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:**

**Presentation:** Water Resource Inventory Area 9 (WRIA 9) - Doug Osterman

**CONSENT AGENDA:**

- 1) **Claim Checks** – March 19, 2015, No. 42038 through No. 42098 and EFTs in the amount of \$225,702.93
- 2) **Payroll Checks** – February 27, 2015 No. 18515 through No. 18533 and ACH Pay in the amount of \$257,212.73
- 3) **Minutes** – Council Meeting of March 5, 2015

**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.

**PUBLIC HEARINGS:**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

- |   |               |
|---|---------------|
| 4) <b>AB15-029</b> – Resolution Authorizing Contract with AHBL for Planning Services                    | Mr. Nix       |
| 5) <b>AB15-030</b> – Resolution Authorizing a Professional Services Agreement with Stantec              | Mr. Boettcher |
| 6) <b>AB15-031</b> – Resolution Authorizing Amendment to Parametrix Agreement for Roberts Drive Project | Mr. Boettcher |

**DEPARTMENT REPORTS:**

**MAYOR'S REPORT:**

**COUNCIL REPORTS:**

A. Council Standing Committees and Regional Committees

- Councilmember Deady – Chair – Public Safety Committee; Budget, Finance and Administration Committee; Domestic Violence Committee
- Councilmember Morgan – Planning and Community Service Committee; Cemetery and Parks Committee; Water Resource Inventory Area Committee (WRIA 9)
- Councilmember Edelman – Chair - Budget, Finance, Administration Committee; Chair - Planning and Community Service Committee; Public Issues Committee (PIC)

- Councilmember Goodwin – Cemetery and Parks Committee; Public Works Committee
- Councilmember Taylor, Chair - Public Works Committee; Public Safety Committee

**ATTORNEY REPORT:**

**PUBLIC COMMENTS:**

**EXECUTIVE SESSION:** To discuss with legal counsel potential litigation pursuant to RCW 42.30.110(1)(i)

**ADJOURNMENT:**

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>AB15-029</b>  <b>AHBL, Inc. temporary planner services revised contract restructured due to reductions in the Yarrow Bay funding agreement.</b>	<b>Agenda Date: March 19, 2015</b>	
	<b>AB15-029</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	<b>X</b>
	Finance – May Miller	<b>Reviewed</b>
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$27,200 General Fund (Fixed amount), \$68,340 Pass through, collected from Permit Fees (Maximum) – Total of \$95, 540.	Police – Chief Kiblinger	
Fund Source: -- 8 Hours General Fund and 18 hours pass through funds collected from permitting fees each week.	Public Works – Seth Boettcher	
Timeline: Through December 2015	Court – Stephanie Metcalf	
<b>Agenda Placement:</b> <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution #15-1020 and Contract Attachment</b>		
<b>SUMMARY STATEMENT:</b>  <p>Staff has been utilizing AHBL, Inc. for planning services since the departure of previous planning staff in June of 2014. The services provided have been excellent, but due to reductions in funding through the Yarrow Bay funding agreement, these services need to be scaled back in order to meet this reduction. Staff is proposing that at least 8 hours of in office staff time be allowed to continue, paid for by the City's General Fund directly and the remaining hours, per week (18 maximum per week), be utilized by the Consultant for processing of specific permit applications, and billed directly to the Applicant through the City's revised permitting fee structure. This fee structure is currently being reviewed by the Council, with subsequent approval forthcoming. The maximum amount of total hours, each week, is 26 hours (8 hours max General Fund per week and 18 hours max pass through expenses).</p> <p><b>FISCAL NOTE</b> (Finance Department): The estimated cost of \$95,540 will be paid from the General Fund. It is estimated that General Fund Revenue will cover the entire costs. \$27,200 for General Planning Services will be covered by increased Community Development Revenue due to the fee rate increases and that the balance of \$68,340 will be paid by future permittee's that request specific planning permitting services.</p> <p><b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> The Planning and Community Services Committee met on this issue at their February 10, 2015 meeting and asked staff to engage on a contract to place in front of the full City Council. Also, the Finance Committee reviewed this new contract at their March 12, 2015 meeting and asked that Staff move it forward to the full Council for approval at an upcoming meeting.</p>		

RECOMMENDED ACTION: **MOTION to adopt Resolution No. 15-1020, allowing the Mayor to enter into a contract with AHBL, Inc. for continued Planning services through the end of 2015.**

<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 19, 2015		

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 19, 2015		

**RESOLUTION NO. 15-1020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHROIZING THE MAYOR TO EXECUTE A CONSULTANT SERVICES CONTRACT WITH AHBL, INC. FOR PART-TIME, INTERIM PLANNER SERVICES TO BE PROVIDED TO THE COMMUNITY DEVELOPMENT DEPARTMENT THROUGH THE END OF 2015**

**WHEREAS**, the Community Development Department does not have a on staff Planner dedicated to processing land use permit applications on no- MDRT related issues pertaining to the rest of the City of Black Diamond; and

**WHEREAS**, due to reductions in funding through the Yarrow Bay Funding Agreement, a small percentage of General Fund resources will be allocated towards general planning services in order to meet the demand for these services, with the remainder of these costs being fully absorbed through General Fund permitting fees (Revised); and

**WHEREAS**, a revised contract has been reviewed by the City and the Consultant and the City's Finance Department has dedicated sufficient funds in order to cover these services through the end of December 2015, on an interim, part-time basis; and

**WHEREAS**, AHBL. Inc. is willing and able to perform the needed work and has agreed to a revised bill processing methodology;

**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 consultant services contract with AHBL, Inc. in an amount not to exceed \$95,540 dollars, 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 19TH DAY OF MARCH, 2015.**

CITY OF BLACK DIAMOND:

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Carol Benson, Mayor

Attest:

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Brenda L. Martinez, City Clerk

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF BLACK DIAMOND AND  
AHBL, INC. FOR TEMPORARY PLANNING SERVICES**

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and AHBL, Inc., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington, located and doing business at 2215 North 30th Street, Suite 300, Tacoma, WA 98403.

**RECITALS**

WHEREAS, the City is in need of planning services on a temporary basis; and

WHEREAS, the Consultant has agreed to provide such services according to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

**TERMS**

**I. Description of Work.**

The Consultant shall assign professional planning staff, as identified in Exhibit A, to the City to perform on-call planning services on a temporary basis for the period identified in Section IV, or until the parties execute a new Agreement, or the City hires an employee to perform planning services, whichever is sooner, Provided: this shall not obligate the City to enter into any future Agreement with the Consultant. Such planning services shall include, but not be limited to, review of applications for legislative approvals, review of project permit applications, drafting staff reports to decision-makers, attending hearings and meetings relating to same, drafting public notices and other decision-documents and ensuring that project permit applications are timely reviewed and processed according to law.

The Consultant represents and warrants that it and any staff member or subconsultant assigned to the work will have the requisite training, skill, and experience necessary to provide the services required by this Agreement and if required, are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultant 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.

## **II. Payment**

A. The City shall pay the Consultant an hourly rate of the Planner and Project Manager as described in the billing rates in Exhibit A. The payment made by the City to the Consultant shall not exceed Ninety-Five Thousand, Five Hundred Forty Dollars (\$95,540.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

## **III. Relationship of Parties**

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

## **IV. Duration of Work**

The City and the Consultant agree that work will begin on the tasks described in Section I immediately upon execution of this Agreement. The parties agree that the individual projects assigned to the Consultant may have individual deadlines for completion that must be met. This Agreement shall terminate on December 18, 2015 as provided in Section I.

## **V. Termination**

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Section I. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

## **VI. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## **VII. Indemnification**

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' 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. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.



IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO. ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

### **VIII. Insurance**

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

B. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance. Consultant 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.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

4. Employer's Liability each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.

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

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

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

3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

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

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

## **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

## **X. Ownership and Use of Records and Documents**

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

## **XI. City's Right of Inspection**

Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the applicable deadlines established by the City for completion, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

## **XII. Consultant to Maintain Records to Support Independent Contractor Status**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

## **XIII. Work Performed at the Consultant's Risk**

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

#### **XIV. Non-Waiver of Breach**

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

#### **XV. Resolution of Disputes and Governing Law**

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Black Diamond shall determine the term or provision's true intent or meaning. The City of Black Diamond shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Community Development Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

#### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

##### **CONSULTANT:**

Attn: Wayne Carlson  
AHBL, Inc.  
2215 N 30th Street  
Suite 300  
Tacoma, WA 98403

##### **CITY:**

Attn: Aaron C. Nix  
City of Black Diamond  
P.O. Box 599  
24301 Roberts Drive  
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

### **XVII. Assignment**

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

### **XVIII. Modification and Severability**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

### **XIX. Entire Agreement**

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 19<sup>th</sup> day of March, 2015.

**CONSULTANT**

**CITY OF BLACK DIAMOND**

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

By: \_\_\_\_\_  
Carol Benson, Mayor

**Consultant:**

**AHBL, Inc.**

2215 North 30th Street, Suite  
300 Tacoma, WA 98403-3350

APPROVED AS TO FORM:

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City Attorney's Office

ATTEST:

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City Clerk

## EXHIBIT A

This scope of work is for onsite development review assistance (Planner) for a total of eight (8) hours a week and offsite development review assistance (project specific) for total of (16) hours of week (Total work combined will not exceed 24 hours a week, unless approved by the City of Black Diamond's Community Development Director in advance to conducting the work). Work will primarily include review of land use applications for consistency with City of Black Diamond municipal standards, zoning review of building permit applications, review of land use and building permit applications under deadlines established by law (usually 120 days after the application was determined complete), and general customer assistance for planning and zoning issues. The following is AHBL's Inc. proposed scope of services:

- Provide project planner staff one-day per week at City Hall;
- Attend pre-application meetings;
- Conduct site visits;
- Conduct the review of development and building permit applications for code compliance;
- Tracking of development and building permit applications to ensure that a final decision issues within the deadlines established by law;
- Review SEPA documentation for purposes of recommending additional studies, SEPA determination, and/or mitigation measures (this would not include review of technical studies outside our area of expertise);
- Communicate and coordinate with applicants, their consultants, and other City department staff;
- Prepare staff reports and recommendations; and
- Present reports to the Hearing Examiner, Planning Commission, and City Council.
- GIS Support

Wayne Carlson will serve as project manager and principal-in-charge for AHBL to provide day-to-day oversight of our planners and will coordinate with City staff to make sure that we are meeting the City's needs (2 Hours Maximum per Week). As principal-in-charge, Wayne Carlson will be involved to ensure that AHBL, Inc. provides these services in an efficient and cost-effective manner, including bringing the appropriate additional resources to the projects as needed and/or desired by the City of Black Diamond. Wayne will bill his hours to individual projects.

Wayne Carlson will contact the City on a regular basis throughout the term of the contract to discuss staffing needs and adjust staffing levels accordingly. As principal-in-charge, Wayne will be involved to ensure that AHBL brings the appropriate additional resources to the projects as needed. AHBL understands that the City has a cost-recovery system in its fee schedule for consultant review of development applications (actual cost + 10 percent). We are accustomed to tracking our time by each project and will format our invoices in a manner consistent with the City's cost-recovery system, specific to the City's permit tracking and numbering system. The City's Permit Technician will assign these numbers as these projects come through the system and have them available for pick-up, each week. In order to keep costs at a minimum, AHBL,

Inc. will track its' time for each project and provide the City with separate monthly invoices for each application. These will be invoices will be attached to the City's bill to applicants, along with applicable City administrative fees.

Stan May would be assigned as the project planner to conduct this work. Brittany Port will also be available to cover vacations and other staffing needs as a back-up to Stan May. Other time that is not directly related to a specific project (e.g., Stan's counter time at City Hall) will be invoiced to a general project number.

AHBL's current hourly billing rates for planning staff are included below:

1. Planner Stan May (primary staff member at \$100/hour)
2. Planner Brittany Kubinski (back-up staff member at \$100/hour).
3. Principal in Charge Wayne Carlson (\$205/hour) will provide oversight and quality assurance/quality control as authorized.



# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT:</b> <b>AB15-030</b> <b>Resolution authorizing a Professional Services Agreement with Stantec Consulting Services Inc. for the design engineering of the Downtown AC Water Main Replacement &amp; Looping Project</b>	<b>Agenda Date: March 19, 2015</b>	
	<b>AB15-030</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$50,575	Public Works – Seth Boettcher	<b>X</b>
Fund Source: King County CDBG Grant; REET	Court – Stephanie Metcalf	
Timeline: March – November, 2015		
<b>Agenda Placement:</b> <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input checked="" type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution 15-1021; Professional Services Agreement; Exhibits</b>		
<b>SUMMARY STATEMENT:</b> Per King County Community Development Block Grant (CDBG) requirements, the City was required to hire a consultant that is not currently under contract with the City for the design engineering of the Downtown AC Water Main Replacement & Looping project.  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. Two firms were interviewed by a panel consisting of three members of the Public Works Department and one King County Project Manager. The unanimous choice of the panel was to hire Stantec Consulting Services Inc.  <b>FISCAL NOTE (Finance Department):</b> In the City's grant agreement with CDBG (Resolution 15-1007), CDBG will cover \$50,000 of the design engineering costs, leaving the City with the remainder. The overall project cost is anticipated to be \$250,000 with \$225,000 being covered by grant funds.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b> Public Works Committee recommends approval.		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 15-1021, authorizing the Mayor to execute a Professional Services Agreement with Stantec Consulting Services Inc. for the design engineering of the Downtown AC Water Main Replacement &amp; Looping project.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
March 19, 2015		

**RESOLUTION NO. 15-1021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH  
STANTEC CONSULTING SERVICES INC. FOR THE  
DESIGN ENGINEERING OF THE DOWNTOWN AC WATER  
MAIN REPLACEMENT & LOOPING PROJECT**

**WHEREAS**, the City received a \$225,000 King County Community Development Block Grant (CDBG) for the Downtown AC Water Main Replacement & Looping 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 two 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 Stantec Consulting Services Inc. as the firm most capable of providing the design engineering for this project; and

**WHEREAS**, City staff has negotiated an acceptable scope of work and the City Attorney has reviewed the agreement;

**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 Stantec Consulting Services Inc. to provide design engineering services for the Downtown AC Water Main Replacement & Looping project, substantially in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19<sup>TH</sup> DAY OF MARCH, 2015.**

CITY OF BLACK DIAMOND:

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Carol Benson, Mayor

Attest:

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Brenda L. Martinez, City Clerk

## **CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

THIS Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (hereinafter the "CITY")  
PO Box 599  
24301 Roberts Drive  
Black Diamond, WA 98010  
Contact: Mayor Carol Benson Phone: 360-886-5700 Fax: 360-886-2592

and STANTEC CONSULTING SERVICES, INC., a corporation, organized under the laws of the State of New York, doing business at:

STANTEC CONSULTING SERVICES, INC. (hereinafter the "CONSULTANT")  
11130 NE 33<sup>rd</sup> Place, Suite 200  
Bellevue, WA 98004

Contact: Laurie Fulton Phone: (425) 289-7344 Fax: (425) 869-1190

for professional services in connection with the following Project:

BLACK DIAMOND DOWNTOWN AC WATER MAIN REPLACEMENT AND LOOPING  
PROJECT

### **TERMS AND CONDITIONS**

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

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. 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 the Agreement.

#### **2. Schedule of Work.**

A. Consultant shall perform the services described in Exhibit A in accordance with the Schedule attached to this contract in Exhibit B ("Design & Construction Support Schedule"). The City and Consultant commit to all due diligence to meet the schedule in Exhibit B. If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to re-establish a new schedule to complete the necessary work as soon possible and practical.

Revised 2/26/15

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on March 19, 2015, ("Commencement Date") and shall terminate on November 15, 2015 unless extended or terminated in writing as provided herein.

4. **Compensation.**

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed Fifty Thousand Five Hundred Seventy Five Dollars and No/Cents (\$50,575.00) without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit C ("Schedule of Hourly Rates") and Exhibit D ("Budget Summary").

5. **Payment.**

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

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for six (6) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

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

6. **Discrimination, Record-Keeping and Compliance with Laws**

A. During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement. King County Code Chapters 12.16 and 12.17 are incorporated herein by reference, and to the extent applicable such requirements shall apply to this Agreement.

B. During the solicitation, award and term of this Agreement, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, Presidential Executive Orders and regulations that prohibit discrimination to the extent applicable. These laws include, but are not limited to, KCC Chapter 12.17; RCW Chapter 49.60; Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000(a) *et seq.*, the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*, and the Restoration Act of 1987. The Consultant shall further, comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

D. King County encourages the Consultant to utilize small businesses, including Minority-owned and Women-owned Business Enterprises (“M/WBEs”) in County contracts. The County encourages the Consultant to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs.

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.

2. Placing all qualified small businesses, attempting to do business in King County, including W/WBEs on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including, without limitation, all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.

3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.

4. Establishing delivery schedules, where the requirements of this Agreement permit, that encourages participation by small businesses, including M/WBEs.

5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications and requirements under this Agreement.

6. Using the services of available community organizations, contractor groups, local assistance offices, the County and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.

7. The Washington State Office of Minority and Women’s Business Enterprises (OMWBE) can provide a list of certified M/WBEs. Contact OMWBE office at 360-866-208-1064 or on-line through the website at <http://www.omwbe.wa.gov/>.

E. The Consultant shall implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.

F. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and, to the extent applicable, such requirements apply to this Agreement. In particular, these requirements specify that during the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices. It is an unfair employment practice for any:

1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;

2. Employer or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;

3. Employer, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;

4. Employer to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;

5. Employer or labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;

6. Publisher, firm, corporation, organization or City printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC 12.18.030(C), or to segregate and separately designate advertisements as applying only to men or women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification;

7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:

- a. The employer can show that requiring that employees speak English at certain times is justified by business necessity; and

- b. The employer informs employees of the requirement and the consequences of violating the rule.

- c. If the Consultant engages in unfair employment practices as defined above, remedies as set forth in KCC Chapter 12.18 may be applied, in addition to those remedies specified in the Agreement or otherwise available at law or equity.

G. Nondiscrimination in subcontracting practices. Projects using federal funds shall comply with the following requirements:

1. Federal Requirements. In soliciting subcontractors to supply goods or services for the activities under this Agreement, the Consultant shall comply with 24 CFR § 85.36(e) as amended if the City is a municipal corporation or an City of the State of Washington, and 24 CFR § 84.44(b)(1)-(5) if the City is a nonprofit corporation. In accordance with these regulations, the Consultant shall take all necessary affirmative steps to assure M/WBEs and labor surplus area firms are used as subcontractors when possible. Affirmative steps shall include those actions specified above in this Section of the Contract.

2. Nondiscrimination in Federally Assisted Construction. The Consultant shall also require compliance with Presidential Executive Order 11246 as amended and 41 CFR Part 60 regarding nondiscrimination in bid conditions for construction projects over \$10,000.

H. Section 504 and Americans With Disabilities Act (ADA). The City has completed a 504/ADA Self-Evaluation Questionnaire for all programs and services offered by the City (including any services not subject to this Contract) and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, 29 USC 701 et seq.; and the ADA, 42 USC 12101 et seq. as amended. The City has completed a 504/ADA Assurance of Compliance. Such Assurance of Compliance is attached to this Contract and is incorporated herein by this reference.

I. Record-Keeping Requirements and Site Visits. The Consultant shall maintain, for at least six years after completion of all work under this Agreement, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

3. The County may visit, at any time, the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

J. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof.

K. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

L. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

M Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by the Agreement and by applicable law.

7. **Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

## 8. **Suspension and Termination of Agreement**

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

### C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.



D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

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

**10. Ownership of Work Product.**

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

C. **Proprietary Rights.** The Consultant agrees to and does hereby grant to the County, irrevocable, nonexclusive, and royalty-free license to use, according to law, any patentable or copyrightable material or article and use any method that may be developed as part of the work under this Agreement.

**11. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**12. Indemnification.** The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

The Consultant shall indemnify and hold harmless King County, its officers, and employees from any and all costs, damages, judgments and/or awards of damages to the extent caused by the negligent act or omissions of Consultant, its officers, employees and/or agents in connection with or in support of this Contract. Consultant expressly agrees and understands that King County is a third-party beneficiary to this Contract and shall have the right to bring an action against Consultant to enforce the provisions of this paragraph.

The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, wrongful act, and/or failure, for any reason, to comply with the terms of this Agreement by the Consultant, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of this Agreement pursuant to Section 2 (relating to the schedule) or Section 8 (Termination) in this Agreement.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO. ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The City will be named by endorsement as additional insured under Consultant's commercial auto policy.
2. 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 and personal injury and advertising injury and contractual liability coverage. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance \$1,000,000 combined single limit per accident for bodily injury and property damage.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Stop Gap or Employer's Liability Coverage: \$1,000,000.

C. Other Insurance Provisions

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

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that it shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limits by claims paid, until after thirty (30) days prior written notice has been given to the County and City by certified mail, return receipt requested.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.
5. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Consultant liability to the County and shall be the sole responsibility of the Consultant.

6. The insurance policies required in this Agreement are to contain, or be endorsed to contain, the following provision:

a. All liability policies except Professional and Workers Compensation.

(i) The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement. Such coverage shall include Products-Completed Operations.

(ii) To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.

(iii) The Consultant's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

b. Property Coverage Policies.

(i) The County shall be added to all Property Coverage Policies as a loss payee as its interests may appear.

(ii) The County shall be added as a Named Insured as their interests may appear to all Builders Risk policies.

D. Acceptability of Insurers. Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above requirements, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

E. Verification of Coverage

Consultant shall furnish the City and County with certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by the person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Agreement.

F. Subcontractors. The Consultant shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Consultant is relying on the insurance coverages provided by subcontractors

as evidence of compliance with the insurance requirements of this Agreement, then such requirements and documentation shall be subject to all of the requirements stated herein.

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

**15. Notice.** Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

CITY OF BLACK DIAMOND  
Attn: Carol Benson, Mayor  
PO Box 599  
24301 Roberts Drive  
Black Diamond, WA 98010

Phone: 360-886-5700  
Fax: 360-886-2592

NAME OF CONSULTANT

Attn: \_\_\_\_\_  
STANTEC CONSULTING SERVICES INC.  
11130 NE 33<sup>rd</sup> Place, Suite 200  
Bellevue, WA 98004

Phone: 425-869-9448  
Fax: 425-869-1190

**16. Resolution of Disputes and Governing Law.**

A. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties.

B. If a dispute cannot be settled within a period of thirty (30) calendar days with the assistance of the mediator, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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's fees from the other party.

**17. General Provisions.**

**A. No Preferential Treatment.** The Consultant agrees that it will not attempt to secure preferential treatment in dealings with the County by offering any valuable consideration, thing of value, or gift, whether in the form of services, loan, thing, or promise, in any form, to any County official or employee. The Consultant acknowledges that if it is found to have violated the prohibition found in this paragraph its current contracts with the County shall be cancelled and it shall not be able to bid on any County contract for a period of two years.

B. Political Activity Prohibited.

1. No Partisan Activity: None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

2. Certification Regarding Lobbying: All Projects using federal funds shall also comply with the following subsection:

3. The Consultant certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any City, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any City, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

D. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

E. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or

unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

G. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,  
WASHINGTON

CONSULTANT

By: \_\_\_\_\_  
Carol Benson  
Mayor

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

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

Name: \_\_\_\_\_

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

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

Attest:

By: \_\_\_\_\_  
Brenda Martinez  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol A. Morris  
City Attorney

## **EXHIBIT "A"**

### **SCOPE OF WORK**

#### **City of Black Diamond Downtown AC Water Main Replacement & Looping Project Design Services**

**Stantec Consulting Services Inc.**

### **PROJECT DESCRIPTION**

Stantec will provide professional design engineering services for installation of approximately 950 feet of 8-inch ductile iron (DI) pipe and 550 feet of 2-inch poly pipe, to replace 750 feet of existing small diameter asbestos cement (AC) water main and to replace 350 feet of 1¼ inch corroded iron pipe; in order to replace aging infrastructure in public rights-of-way within the downtown area of the City of Black Diamond. Design includes fire hydrants, valves, meters, other appurtenances and pavement overlay and surface restoration. Stantec will provide field survey, topographic basemaps, drawings, specifications, construction cost estimates, bid support, construction support, if needed, and drafting for construction record drawings.

### **SCHEDULE**

The City requests that the design documents be completed and ready for bid advertisement by June 3, 2015.

### **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.

##### **Deliverables:**

- Project schedule.
- Monthly invoice.

#### **DESIGN SERVICES**

- A. Research and Scoping
  - Attend one meeting (1 Stantec 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 1,500 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. 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.

G. Bidding Services

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

H. Coordination with King County/CDBG

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

**Assumptions:**

- Wetland and stream buffer delineation, studies, and reports are not required.
- No City-issued permits will be required.
- SEPA will not be required.
- No easement will 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:**

- Provide available water, sewer, and storm utility maps.
- City arrange for, and 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.

- Procure title reports.
- 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 Civil 3-D at Stantec's office and submitted to City as 2014, 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**

### **I. 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.

### **J. 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**

### **K. Provide additional services as may be required to complete the project that are requested and authorized by the City.**

- Stantec will submit a budget estimate for Supplemental Services if requested by the City.
- Stantec will not commence work on any supplemental services work until Stantec 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.
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. Purchase of title reports.
  11. Construction inspection and construction administration

**END OF EXHIBIT "A"**

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

**City of Black Diamond**  
**Downtown AC Water Main Replacement & Looping Project**

<u>Activity</u>	<u>Cumulative Time</u>	<u>Target Dates</u>
Design contract executed		March 19, 2015
Utility Locates & Potholing Completed*	0 day (reference date)	March 23, 2015
Schematic Design complete	+21 days	April 13, 2015
City review (3 days) complete	+24 days	April 16, 2015
90% Design complete	+42 days	May 4, 2015
City/CDBG review (14 days) complete	+56 days	May 18, 2015
Bid document finalized	+63 days	May 25, 2015
City/CDBG final review (3 days) complete	+66 days	May 28, 2015
Bid advertisement	+72 days	June 3, 2015
Bid opening	+86 days	June 17, 2015
Construction start	+126 days	July 28, 2015
Construction completion	+199 days	October 8, 2015
Construction record drawings complete	TBD	

\*Schedule days are calendar days starting at completion of utility locates and potholing. City will procure utility locating services separately and utility locating will be complete by March 23<sup>rd</sup>.

\*City will provide a minimum of 7 days advanced notice to Stantec of estimated completion date of utility locates, so that Stantec can schedule survey crew.

## EXHIBIT C SCHEDULE OF HOURLY RATES

Stantec Consulting Services Inc. fee schedule by staff and reimbursable  
expense classification as of January 1, 2015. Rates are subject to  
modification.

### Staff Time

<u>Classification</u>	<u>Hourly Billing Rate Range</u>	
EIT / Sr. Designer	\$91.00	- \$108.00
Civil Specialist	\$103.00	- \$184.00
Engineer	\$107.00	- \$187.00
Project Manager	\$180.00	- \$230.00
Planner	\$120.00	- \$141.00
Geotechnical Engineer	\$150.00	- \$231.00
CAD (includes mapping and GIS)	\$91.00	- \$121.00
Engineering Geologist	\$146.00	- \$171.00
Construction Representative	\$104.00	- \$122.00
Surveyor	\$99.00	- \$117.00
Project Surveyor (PLS)	\$140.00	- \$164.00
Administrative	\$31.00	- \$104.00
Administrative Lead	\$95.00	- \$141.00
Director / Principal / Sr. Engineering Consultant	\$203.00	- \$295.00

### Reimbursable Expenses

#### Travel

Vehicle Mileage	IRS Standard Rate: (Currently \$0.575)
Airfare	Actual cost without markup
Miscellaneous Travel - Parking, Tolls, Taxi Fares, etc.	Actual cost without markup

#### Project Specific Supplies & Outside Reproduction

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

#### Computer Station

\$10.00 per hour

#### Map/Drawing Scanning

\$5.00 per sheet

#### Field Equipment

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



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

**City of Black Diamond**  
**Downtown AC Water Main Replacement & Looping Project**  
**Design & Construction Support Services**

**Stantec Consulting Services Inc.**

**SUMMARY OF HOURS AND FEE**

<b>Task</b>	<b>Labor Hours</b>	<b>Labor Cost</b>	<b>Reimbursable Cost *</b>	<b>Total Cost</b>
<b>Project Management</b>	28	\$ 4,131	\$ 50	\$ 4,181
<b>Design Services</b>				
Onsite Design Survey/Base Mapping	48	\$ 5,402	\$ 360	\$ 5,762
Schematic Design (30%) Drawings, and OPCC and QA	73	\$ 9,149	\$ 220	\$ 9,369
90% Design Drawings, Specs, OPCC and QA	112	\$ 15,093	\$ 390	\$ 15,483
Final Design Drawings, Specs, OPCC and QA	56	\$ 7,459	\$ 170	\$ 7,629
Bid Documents	28	\$ 3,613	\$ 150	\$ 3,763
Bidding Services	7	\$ 950	\$ 10	\$ 960
<b>Subtotal Design Services</b>	<b>323</b>	<b>\$ 41,666</b>	<b>\$ 1,300</b>	<b>\$ 42,966</b>
<b>Construction Phase Services</b>				
Design and Engineering Support During Construction (as required)	8	\$ 1,113	\$ 10	\$ 1,123
Construction Record Drawings	17	\$ 2,135	\$ 170	\$ 2,305
<b>Subtotal Construction Phase Services</b>	<b>25</b>	<b>\$ 3,248</b>	<b>\$ 180</b>	<b>\$ 3,428</b>
<b>Total Not to Exceed</b>	<b>375</b>	<b>\$ 49,045.00</b>	<b>\$ 1,530.00</b>	<b>\$ 50,575.00</b>

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

**EXHIBIT "D"**  
**BUDGET SUMMARY**

**City of Black Diamond**  
**Downtown AC Water Main Replacement & Looping Project**  
**Design & Construction Support Services**

Stantec Consulting Services Inc.

**SUMMARY OF HOURS AND FEE**

Task	Labor Hours	Labor Cost	Reimbursable Cost *	Total Cost
<b>Project Management</b>	28	\$ 4,131	\$ 50	\$ 4,181
<b>Design Services</b>				
Onsite Design Survey/Base Mapping	48	\$ 5,402	\$ 360	\$ 5,762
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\* includes mileage, equipment, supplies, computer usage, etc

# CITY COUNCIL AGENDA BILL

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

ITEM INFORMATION		
<b>SUBJECT: AB15-031</b>  <b>Resolution authorizing Addendum 1 to the professional services agreement with Parametrix (Resolution 14-980) for design of the expanded Roberts Drive Rehab project</b>	<b>Agenda Date: March 19, 2015</b>	
	<b>AB15-031</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$109,762	Public Works – Seth Boettcher	<b>X</b>
Fund Source: TIB Grant, Yarrow Bay, City 10% Grant Matching (REET)	Court – Stephanie Metcalf	
Timeline: 2015		
<b>Agenda Placement:</b> <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input checked="" type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution 15-1022; Addendum 1; Original Agreement; YarrowBay Support Letter;</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>The City executed a professional services agreement with Parametrix for design engineering for the Rock Creek Bridge project (Resolution 14-980). Public Works staff since received additional grant funds (\$792,000) from the Washington Transportation Improvement Board (TIB) to extend the project to City Hall. The original scope had the project ending at Sunny Lane.</p> <p>The work in this addendum will extend improvements past Sunny Lane to City Hall, including the installation of sidewalks on the south side of Roberts Drive, installation of pedestrian lighting, asphalt overlay, roadway widening, and stormwater improvements. The new scope also provides for water main crossings, to be funded by YarrowBay (see letter). The cost of the additional design work is estimated at \$109,792 with Yarrow Bay paying \$6,590.</p> <p><b>FISCAL NOTE (Finance Department):</b> This addendum increases the original design cost amount by \$109,762 to bring the design cost total to \$228,668. YarrowBay will be covering the costs of the water main design portion (\$6,590) lowering the TIB and City net design costs to \$222,078; and \$103,172 for this additional addendum.</p>		
<p><b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b></p> <p>Public Works Committee recommends approval.</p>		
<p><b>RECOMMENDED ACTION: MOTION to adopt Resolution 15-1022 authorizing the Mayor to execute an addendum to the Rock Creek Bridge professional services agreement (Resolution 14-980) with Parametrix, Inc. for the design engineering for the extended Roberts Drive Rehab project.</b></p>		

<b>RECORD OF COUNCIL ACTION</b>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 19, 2015		

**RESOLUTION NO. 15-1022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE ADDENDUM 1  
TO THE ROCK CREEK BRIDGE PROFESSIONAL  
SERVICES AGREEMENT (RESOLUTION 14-980) WITH  
PARAMETRIX, INC. FOR THE DESIGN ENGINEERING  
FOR THE EXTENDED ROBERTS DRIVE REHAB PROJECT**

**WHEREAS**, the City has planned for capital improvements to Roberts Drive; and

**WHEREAS**, the City executed a professional services agreement with Parametrix, Inc. for the design engineering for the Rock Creek Bridge project through Resolution 14-980; and

**WHEREAS**, the City received additional grant funds from the State of Washington Transportation Improvement Board to extend the Rock Creek Bridge project improvements to City Hall; and

**WHEREAS**, the new name of the project is the Roberts Drive Rehab project; and

**WHEREAS**, Yarrow Bay Holdings has committed \$6,590 to cover the water utility portion of this addendum; and

**WHEREAS**, Addendum 1 will extend the design engineering for this project to City Hall on Roberts Drive;

**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 Addendum 1 to the Rock Creek Bridge Professional Services Agreement (Resolution 14-980) with Parametrix, Inc. for the design engineering for the Roberts Drive Rehab project.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19<sup>TH</sup> DAY OF MARCH, 2015.**

CITY OF BLACK DIAMOND:

---

Carol Benson, Mayor

Attest:

---

Brenda L. Martinez, City Clerk

**FIRST ADDENDUM**  
**To**  
**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**CITY OF BLACK DIAMOND**  
**And**  
**PARAMETRIX, INC.**  
**Regarding**  
**DESIGN ENGINEERING SERVICES FOR THE ROBERTS DRIVE REHAB PROJECT**

**1. Date and Parties.**

1.1 This document ("First Addendum"), for reference purposes only, is dated the 19<sup>th</sup> day of March, 2015, and is entered into by and between the CITY OF BLACK DIAMOND, a Washington municipal corporation ("City") and PARAMETRIX, INC. ("Consultant"). **This First Addendum amends the Consultant Services Agreement executed on November 11, 2014, by and between the City and Consultant (the "Agreement").**

**2. General Recitals.**

2.1 The City and Consultant entered into the Agreement regarding the development of design, specifications, and bid documents for the Rock Creek Bridge Project, which included the Rock Creek Bridge, pedestrian walkway, some sidewalk and road overlay from just west of the Bridge to Sunny Lane.

2.2 Recently, the City received an additional grant award from the Transportation Improvement Board (TIB) that will allow expanding the scope of the project.

2.3 The parties have now determined that such an amendment is appropriate, and thus the intent of the First Addendum is for the Consultant to provide further design engineering services to the City due to expanded project limits. This Addendum will expand the project eastward past Sunny Lane, all the way to City Hall. This will also include sidewalk along the south side of the road, all the way from the point where the sidewalk ends in the original scope, to City Hall. The road will get an asphalt overlay and be widened. Street lighting will be added. The Consultant will be required to do more survey work within the new project limits. The new scope will eliminate the previous stormwater plan and the Consultant will now design stormwater mitigation for the entire length of the project.

2.4 In addition, the City and YarrowBay have agreed to incorporate utility connections for The Villages into the City's bid documents for efficiency and to ensure coordination of construction work. The design work for such connections have been performed by YarrowBay's engineering firm, Triad. The City's Consultant will incorporate Triad's design into the final product required here (construction plans and specifications) as a separate schedule, and having this work included in a separate schedule allows the City to track the costs. YarrowBay has agreed in the letter dated March 5, 2015 from Colin Lund, Chief Entitlement

Officer of YarrowBay to the City, attached hereto, will cover 100% of the design and construction costs for this separate schedule.

3. **Modification to Agreement Terms and Conditions.**

3.1 Exhibit A to the Agreement is hereby deleted and replaced with Exhibit A to this Addendum.

3.2 Exhibit C-1 to this Addendum supplements Exhibit C to the Agreement, and the parties intend that these two exhibits be interpreted together.

4. **Additional Services and Schedule.**

4.1 The Consultant shall perform the professional services described in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference.

5. **Compensation.**

5.1 Compensation for the Additional Services identified in this First Addendum in Exhibit A, shall be paid based on time and materials according to the Budget sheet attached hereto as Exhibit "C1", not to exceed Two Hundred Twenty-eight Thousand Six Hundred Sixty-eight Dollars (\$228,668.00). This total amount replaces the maximum amount specified in the Agreement.

5.2 Exhibit C1 identifies the maximum additional charges authorized by this First Addendum and an estimate of the hours and charges of various technicians, engineers and surveyors hired by the Consultant.

6. **Other Terms Unchanged.**

6.1 All other terms of the Agreement remain unchanged and enforceable. The First Addendum is intended to modify the terms and conditions of the Agreement only insofar as such modifications are set forth in this Addendum. In the case of any conflict between the terms of the Agreement and the terms of the First Addendum, the provisions of the First Addendum shall control.

DATED: This \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF BLACK DIAMOND

CONSULTANT

By: \_\_\_\_\_  
Carol Benson

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



Its: Mayor

Date: March \_\_\_\_\_, 2015

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

Date: March \_\_\_\_\_, 2015

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

ATTEST:

\_\_\_\_\_  
City Clerk

## **EXHIBIT A – AMENDMENT 1 SCOPE OF WORK**

---

### **City of Black Diamond**

### **Roberts Drive, West End of Rock Creek Bridge to City Hall, Roadway Improvements**

#### **INTRODUCTION**

The City of Black Diamond was recently awarded an additional Transportation Improvement Board (TIB) grant for improvements to Roberts Drive between Sunny Lane and Lynch Lane. Subsequent discussions with TIB resulted in a request to design improvements to City Hall near Cemetery Road. TIB has combined the previous grant for improvements from Rock Creek to Sunny Lane with this grant so the project can be bid as one larger project, which is anticipated to reduce the overall cost of both projects.

#### **GOALS AND OBJECTIVES**

The goals and objectives of this Amendment include:

- Prepare plans, specifications, and an opinion of probable cost for the reconstruction of Roberts Drive from Sunny Lane to City Hall (Cemetery Road).
- Reconstruction of Roberts Drive will include:
  - Widen the eastbound lane to 14-feet and install curb, gutter and sidewalk on the south side of Roberts Drive between Bruckners Way and Sunny Lane.
  - Widen the westbound shoulder to a minimum of 2-feet between Sunny Lane and Cemetery Road.
  - Widen the eastbound lane to 14 feet with an 8-foot wide parking area (where feasible) between Sunny Lane and Cemetery Road. Install curb, gutter and sidewalk on the south side of Roberts Drive between Sunny Lane and Cemetery Road.
- Design pedestrian level lighting from Bruckner's Way to Cemetery Road
- Design for utility improvements as follows:
  - Two 12-inch diameter ductile iron pipes across the Rock Creek Bridge for a future water main connection to serve The Villages MPD and one for future utilities.
  - One 6-inch diameter sanitary sewer force main from 100-feet west of Rock Creek Bridge to Morgan Street for the future redirection of the Morganville Sanitary Sewer Lift Station.
- Stormwater mitigation design for new impervious surfaces in accordance with City of Black Diamond design guidelines.
- Assist the City with construction staging and traffic control.
- Coordination with franchise utilities for relocation.

## **FORMAT OF THIS SCOPE OF SERVICES**

The following scope of services provides the original text included in the initial scope of services in italics along with additional work denoted by bold typeface. The purpose of this formatting is to provide a conformed scope of services to avoid confusion in the future between what was included initially and what is added by this amendment.

### **PHASE 1 – ROADWAY IMPROVEMENTS**

#### **Task 1 – Project Management and QA/QC**

##### **Goal**

*Maintain constant and thorough communications with the City of Black Diamond to maximize teamwork and productivity. Maintain control of the project scope, budget, and schedule. Provide quality service and products to the client.*

##### **Approach**

*The approach to Task 1 includes:*

- *Schedule and coordinate the work of all team members and ensure that work is completed within scope and budget.*
- *Perform a quality control review of major deliverables prior to submittal to the City.*
- *Coordinate project documentation to include:*
  - *Prepare necessary project correspondence to support the project work.*
  - *Provide all work products to the client for review in accordance with the scope and schedule.*
  - *Ensure that the Draft and Final deliverables are in compliance with the scope of work and professional standards and provide meaningful input into the design process.*
- *Coordinate with City staff on all aspects of project completion to include:*
  - *Prepare and submit monthly progress billings to the City.*
  - *Provide additional identification of issues and proposed solutions if unforeseen issues arise.*

##### **Deliverables**

*The deliverables for Task 1 consist of the following:*

- *Monthly progress reports. The monthly report, addressing progress of the work, shall include as appropriate:*
  - *Summary of actual versus scheduled cost.*
  - *Summary of actual versus scheduled progress.*
  - *Narrative to define unanticipated issues, responsive action requirements by Parametrix.*

## **Project Schedule**

**It is assumed the contract will be complete by December 31, 2015, and that the City will advertise the project for construction in January 2016. Delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) may result in additional effort necessary for project management and administration.**

## **Task 2 – Survey**

### **Goal**

*To provide a base map for use in preparing the contract documents.*

### **Approach**

#### **2.1 Mapping**

*Parametrix will perform topographic mapping. Mapping limits will include surface features within the existing right-of-way (ROW). Using record information and existing monuments, Parametrix surveyors will establish horizontal and vertical control along Roberts Drive from approximately 350 feet west of the Rock Creek Bridge to a point approximately 100 feet easterly of Sunny Lane.*

*Mapping will consist of locating existing improvements and ground conditions within the above-described right-of-way. Parcel lines and right-of-way limits will be based upon the applicable public records. Ground features including tops and toes, breaks, water surface elevations, edge of pavement, and ditches will be mapped at sufficient detail to create 1-foot contours. Structures such as fences, driveways, overhead utilities, wing walls and other physical visible improvements will be mapped. An underground utility locate firm will be hired to mark buried utilities such as gas, water, power, telephone, and TV cable, if such utilities have a conductible source or tracer lines attached. Sanitary and storm structures will be opened and measurements will be made identifying size, type, and invert elevation of incoming and outgoing pipes. Once the field work has been completed, a survey technician will process the data and prepare a base map using AutoCAD Civil 3D, Release 2014.*

#### **2.1.1 Mapping**

**Parametrix surveyors will map the ROW limits of Robert's Drive beginning at a point approximately 130 feet east of Sunny Lane and continue easterly to the westerly limits of the previously mapped Robert's Drive at Morgan St. This corridor is approximately 1,400 feet and will include all abutting roads to a point 50 feet beyond the curb returns or 100 feet from the intersections. Also included, is that portion of open or cleared land within TPN 152106-9060.**

**The ROW limits of Robert's Drive and abutting roads will be established based upon public records and found monuments. No title reports will be ordered. An underground utility locate firm will be contracted to mark conductible utilities within the above described ROW.**

**In addition to mapping and ROW delineation, legal descriptions and exhibit maps will be prepared for ROW acquisition for the two parcels lying between the westerly boundary of the Plat of Black Diamond Estates and the easterly ROW of Union Drive. These two parcels are defined as TPN's 152106-9028 and 152106-9036.**

## 2.2 AutoCAD Base Map Preparation

*Parametrix will process survey field data and generate an AutoCAD drawing showing the existing conditions.*

*Parametrix will show the existing ROW for the project corridor and parcel lines adjacent to the ROW.*

*An underground utility locate firm will be hired to mark buried utilities that provide a conductible signal. For those utilities constructed without a tracing wire or made from non-conductible material, record drawings will be used to help identify locations and type of utility if provided by the City.*

### 2.2.1 AutCAD Base Map Revisions

**Parametrix will process the additional survey field data and generate an AutoCAD drawing showing the existing conditions from 350-feet west of Rock Creek Bridge to Morgan Street.**

**Parametrix will show the existing ROW for the project corridor and parcel lines adjacent to the ROW.**

**An underground utility locate firm will be hired to mark buried utilities that provide a conductible signal. For those utilities constructed without a tracing wire or made from non-conductible material, record drawings will be used to help identify locations and type of utility if provided by the City.**

### *Deliverables*

*The deliverables for Task 2 consist of the following:*

- *AutoCAD drawing in 2014 format, or later, at 1 inch = 20 feet with 1-foot contours, topographic information, and easements along the mapping corridor.*
- *Triangular Integrated Network (TIN) surface for use in design.*
- **Revised AutoCAD drawing in 2014 format, or later, at 1 inch = 20 feet with 1-foot contours, topographic information, and easements along the mapping corridor.**
- **Updated Triangular Integrated Network (TIN) surface for use in design**

*Following are the assumptions for Task 2:*

- *Title reports will not be ordered for this work; boundary information will be based upon recorded information available from King County.*
- *Property corners will not be set, nor will a Record of Survey be prepared.*

### **Task 3 – Preliminary Design**

#### **Goal**

*To provide preliminary plans and an opinion of cost to the City for review prior to completing final design.*

#### **Approach**

*Parametrix will prepare a DRAFT Stormwater Site Plan documenting how the project will meet the minimum requirements of the City's stormwater manual.*

**Parametrix will review the City's current traffic model and evaluate alternatives for staging construction of the project with respect to minimizing the impacts to the City's transportation network.**

*Parametrix will also prepare Preliminary Plans that are anticipated to include the following sheets:*

- *Typical Sections (1 Sheet).*
- **Add additional sections for extension of project to City Hall.**
- *Bridge Preliminary Plans (2 Sheets).*
- *Roadway Plan and Profile (2 Sheets).*
- **Additional Roadway Plan and Profile (3 Sheets).**
- **Preliminary Traffic Control and Construction Staging Plans (6 Sheets).**
- **Preliminary Utility Plan (Sanitary Sewer Force Main) (5 Sheets).**

#### **Deliverables**

*The deliverables for Task 3 include:*

- *Preliminary plans (11-inch by 17-inch half-Size in electronic PDF copy).*
- *Preliminary Opinion of Cost in MS Excel format.*
- *~~DRAFT and Final~~ Stormwater Site Plan in electronic PDF format. **DRAFT Stormwater Site Plan Only.***

#### **Assumptions**

*Following are the assumptions for Task 3:*

- *Documents and figures will be prepared using Parametrix internal company production standards.*
- *The budget estimate includes the design of:*
  - *Attached pedestrian structure to existing bridge.*

- *Restoration of the existing bridge to include coating of exposed rebar and resurfacing, painting/coating existing structure with Zypex or similar product, removal of the existing barrier and replacement with single slope concrete barrier and guardrail.*
- *A 6-foot wide pervious concrete sidewalk from approximately 200-feet west of the structure to Buckners Way where pedestrians will cross to the north side of the roadway.*
- *A 4-foot wide porous asphalt shoulder from the Rock Creek bridge to Sunny Lane.*
- *HMA Overlay from Rock Creek Bridge to Sunny Lane.*
- *Design of a shallow retention system at Sunny Lane on south side of the roadway to prevent drainage from Roberts Drive from inundating pervious shoulder.*
- ~~*It is anticipated that porous pavements will be used for roadway widening and the new sidewalk. Therefore, no additional water quality or flow control facilities are anticipated. Changes in the project scope that would exceed thresholds for stormwater mitigation will be considered as additional services not included in this scope of work or in the budget estimate.*~~
- **Parametrix will analyze the mitigation requirements for the project and will provide up to two (2) alternatives for stormwater treatment and disposal via infiltration.**
- **Parametrix will evaluate up to six (6) intersections for impacts from up to two (2) staging alternatives. Parametrix will attend up to one (1) Public Works Committee meeting to discuss the staging alternatives and potential traffic impacts.**
- *Comments received on the preliminary design will be incorporated into the 90% plans, specifications, and opinion of cost included in Task 4.*

#### **Task 4 – Final Design**

##### **Goal**

*To prepare 90% design level plans, contract documents, and opinion of cost for review by the City and subsequently prepare final plans, contract documents, and opinion of cost for bidding.*

##### **Approach**

*Parametrix will prepare 90% plans and contract specifications in accordance with the City's design guidelines.*

*Anticipated plan sheets include:*

- *Cover Sheet and Legend (2 Sheets).*
- *Typical Sections (1 Sheet).*
- **Additional Typical Sections (1 Sheet).**
- *Bridge Plans:*
  - *Bridge Layouts (Existing and Pedestrian) (1 Sheet).*
  - *Demolition and General Notes (1 Sheet).*
  - *Staging Plan (1 Sheet).*

- *Foundation Plans (2 Sheets).*
- *Pedestrian Bridge Details and existing bridge repairs (5 Sheets).*
- *Roadway Plan and Profile (2 Sheets).*
- **Retaining Wall Plan and Profile (1 Sheet).**
- **Additional Roadway Plan and Profile (3 Sheets).**
- **Retention Pond Plans (3 Sheets).**
- **Utility Plan and Profile (5 Sheets).**
- **Pedestrian Level Illumination Plans & Details (5 Sheets).**
- **Traffic Control and Staging Plans (6 Sheets).**
- *Details (1 Sheet).*
- **Additional Details (1 Sheet).**

**Parametrix will prepare a Final Stormwater Site Plan.**

*Parametrix will prepare the contract documents to approximately a 90% level of completion and will prepare an opinion of cost based upon the work included in the plans. The City will review the 90% submittal and return written comments to Parametrix for incorporation into the final bidding documents.*

*Final structural calculations will be provided for the City's records with the final contract documents.*

***Deliverables***

*The deliverables for Task 4 include:*

- *Five (5) copies of Draft (90%) Plans and Contract Documents (includes half-size plans) for review by the City.*
- **Electronic copy of Final Stormwater Site Plan.**
- *Five (5) copies of the Final Plans and Contract Documents (includes half-size plans) and electronic (PDF) copy.*
- *Electronic copy of the plans (TIFF/PDF formats) and Contract Documents (PDF and MS Word) for online bidding and plan centers.*
- *Electronic copy of the 90% opinion of cost (MS Excel format).*
- *Electronic copy of the Final opinion of cost (MS Excel format).*
- *One (1) copy of the final structural calculations and an electronic PDF copy.*

***Assumptions***

*Following are the assumptions for Task 4:*

- *The City will provide their legal documents and contract boilerplate to Parametrix in electronic format (MS Word format assumed).*



- *The contract documents will be prepared using the 2014 WSDOT Standard Specifications.*

## **Task 5 – Cultural Resources Survey**

### **Goal**

*To provide for a cultural and historic resources survey to satisfy Executive Order 05-05, which is a TIB funding requirement.*

### **Approach**

*Cultural Resources Consultants will complete the survey and prepare the report for submittal by the City to DAHP and affected Tribes.*

### **Deliverables**

*The deliverables for Task 3 include:*

- *Electronic copy (PDF) of report for submittal to DAHP and affected Tribes*

## **Task 6 – Environmental Permitting**

### **Goal**

*To prepare a Joint Aquatic Resources Permit Application (JARPA) for use in permit applications for a Hydraulic Project Approval (HPA) from Washington State Department of Fish and Wildlife.*

### **Approach**

*Parametrix will prepare the JARPA and use it for preparation of the applications for the HPA. Parametrix will coordinate with City Staff, the internal Parametrix design team and agency reviewers to assist the City in obtaining the HPA.*

### **Deliverables**

*The deliverables for Task 6 include:*

- *JARPA*
- *HPA Application*

### **Assumptions**

*Following are the assumptions for Task 6:*

- *The scope of services and budget estimate do not include the preparation of a critical area report, which may be requested by WDFW following review of the JARPA. If a critical area report or other additional information other than that which is available in the JARPA is necessary for permit approval, Parametrix will prepare an amendment for the City's consideration to complete this additional work.*

## **PHASE 2 – WATER MAIN DESIGN**

### **Task 21 – Coordination with MDRT**

#### *Goal*

To coordinate the project design with the water main design (prepared by the Master Developer).

#### *Approach*

Parametrix staff will meet with the Master Developer, City and members of the MDRT to coordinate the design of the bridge rehabilitation and roadway design with the Master Developer's water main extension.

#### *Assumptions*

Following are the assumptions for Task 21:

- Coordination with the MDRT is limited to two (2) meeting lasting not longer than 8 hours including travel and preparation time.

### **Task 22 – 90% Design Assistance**

#### *Goal*

To assist with the incorporation of the Master Developer's water main extension design into the City's contract documents for public bidding.

#### *Approach*

Parametrix staff will prepare a DRAFT of the contract bid schedule/proposal, technical specifications and quantity takeoffs for inclusion in the 90% Plans, Specifications and Opinion of Cost. The bid proposal, technical specifications and quantity takeoffs will be based on plans provided by the Master Developer.

The Master Developer will review the DRAFT of the contract bid schedule/proposal, technical specifications and quantity takeoffs for inclusion in the 90% Plans, Specifications and Opinion of Cost and return final stamped/signed plans, final quantity takeoffs and final technical specifications for incorporation into final bidding documents.

#### *Deliverables*

The deliverables for Task 22 include:

- DRAFT contract bid schedule/proposal, technical specifications and quantity takeoffs in MS Word and MS Excel formats.

### *Assumptions*

Following are the assumptions for Task 22:

- The Master Developer will return comments on the deliverables in the native electronic format using “track changes” or other tools to denote their comments and requested revisions for incorporation into the final bidding documents.

### **Task 23 – Final Design Assistance**

#### *Goal*

To assist with the incorporation of the Master Developer’s water main extension into the City’s contract documents for public bidding.

#### *Approach*

Parametrix staff will incorporate comments received from the Master Developer on the DRAFT of the contract bid schedule/proposal, technical specifications and quantity takeoffs for inclusion in the final bidding documents.

The Master Developer’s Engineer of Record will review the final bidding documents and return comments to Parametrix for final document production. The Master Developer’s Engineer of Record will provide final sealed plans (if revisions are necessary following the 90% submittal) for inclusion in the bidding documents and will also seal the contract technical specifications as they relate to their water main extension and the final opinion of cost as it relates to the water main extension.

#### *Deliverables*

The deliverables for Task 23 include:

- Final contract bid schedule/proposal, technical specifications and quantity takeoffs in MS Word and MS Excel formats for review.
- Incorporation of the Final contract bid schedule/proposal, technical specifications into the final bidding documents.

### *Assumptions*

Following are the assumptions for Task 22:

- The Master Developer’s Engineer of Record will provide final sealed plans for inclusion in the bidding documents and will also seal the contract technical specifications as they relate to their water main extension and the final opinion of cost as it relates to the water main extension.

## **PHASE 3 – BIDDING ASSISTANCE**

### **Task 31 – Bidding Assistance**

#### **Goal**

*To assist the City with addenda, clarification of design intent and requests for material substitutions during the bidding phase of the project.*

#### **Approach**

*Parametrix will provide assistance during the bidding phase of the project. Services included in this task are:*

- Preparation of one (1) addenda for the project.*
- Informal communication to clarify design intent.*
- Review and recommendations to the City regarding material substitutions if requested by bidders.*

#### **Deliverables**

*The deliverables for Task 31 include:*

- Up to one (1) addenda in electronic (PDF) format for posting at online bidding center.*
- Written recommendations for material substitutions.*

#### **Assumptions**

*Following are the assumptions for Task 31:*

- The budget estimate includes 8 hours for informal communication to clarify design intent and review of one (1) material substitution request*

**END OF PROPOSAL**

Client: City of Black Diamond  
Project: Roberts Drive, West End of Rock Creek Bridge to City Hall,  
Roadway Improvements  
Project No: 214-3043-021

Exhibit C1 to Amendment 1  
Budget Estimate

			Mr. Consultant	Cameron J. Woodcock		Marc E. Kendall	David A. Ironmonger		Scott D. Spees	Steven N. Sharpe		Mr. Consultant	Brian R. Woodburn	Amanda B. Lucas	Christy Pope
			Engineer II	Engineer III	Engineer III	Surveyor	Surveyor III	CADD Tech Lead	Surveyor III	Surveyor III	Surveyor III	Surveyor III	Surveyor III	Surveyor III	Surveyor III
			\$205.00	\$110.00	\$125.00	\$145.00	\$105.00	\$120.00	\$220.00	\$135.00	\$95.00	\$110.00			
Phase	Task	Description	Labor Dollars	Labor Hours											
01		Roberts Drive Design	\$101,900.00	766	138	378	48	28	40	52	10	60	6	6	6
	01	Project Management & QA/QC	\$6,970.00	40	28								6	6	6
		Additional Progress Reports	\$2,050.00	16	4								6	6	6
		Additional Coordination	\$1,640.00	8	8										
		Additional QA/QC	\$3,280.00	16	16										
	02	Mapping	\$14,500.00	120			28	40	52						
		Additional Field Work	\$4,200.00	40				40							
		Update Base Map	\$4,800.00	40					40						
		Update ROW/Parcel Lines	\$1,160.00	8			8								
		ROW Exhibits/Descriptions	\$4,340.00	32			20		12						
	03	Preliminary Design	\$24,600.00	180	40	100						40			
		Additional Sections	\$880.00	8		8									
		Add Road Plan/Profile (2)	\$5,160.00	40	8	32									
		Traffic Control/Staging Plans (6)	\$12,320.00	96	8	48					40				
		DRAFT Stormwater Site Plan	\$6,240.00	36	24	12									
	04	Final Design	\$55,830.00	426	70	278	48				10	20			
		Add Typical Sections (1)	\$880.00	8		8									
		Add Roadway Plan/Profile (3)	\$8,240.00	68	8	60									
		Retaining Wall Plan/Profile (1)	\$1,730.00	14	2	12									
		Retention Pond Plans (3)	\$10,380.00	84	12	72									
		Utility Plan and Profile (5)	\$6,980.00	52	4	40					8				
		Pedestrian Level Illumination (5)	\$6,640.00	48	8		40								
		Traffic Control & Staging Plans (4)	\$8,740.00	68	8	40						20			
		Additional Details (1)	\$1,290.00	10	2	8									
		Final Stormwater Site Plan	\$4,160.00	24	16	8									
		Final Plans and Contract Documents	\$6,790.00	50	10	30	8				2				
02		Water Main Design	\$6,560.00	32	32										
02	21	Coordination w/ MDRT	\$3,280.00	16	16										
02	22	90% Design Assistance	\$2,460.00	12	12										
		Prepare 90% Contract Specs	\$1,640.00	8	8										
		Prepare 90% Quantity Takeoffs	\$820.00	4	4										
02	23	Final Design Assistance	\$820.00	4	4										
		Final Contract Specs	\$410.00	2	2										
		Final Quantity Takeoffs	\$410.00	2	2										
Labor Totals:			\$108,460.00	798	170	378	48	28	40	52	10	60	6	6	6
					\$34,850.00	\$41,580.00	\$6,000.00	\$4,060.00	\$4,200.00	\$6,240.00	\$2,200.00	\$8,100.00	\$570.00	\$660.00	

DIRECT EXPENSES:

Description	Amount
B & W 8.5 x 11	\$100.00
B & W 11 x 17	\$120.00
Plotter Bond/Mylar	\$494.00
Mileage	\$224.00
WA Survey Equipment	\$264.00
Wa Survey Vehicle	\$100.00
Expense Total:	\$1,302.00

Project Total: \$109,762.00

PREVIOUS BUDGET SUMMARY:

Phase 1 - Roberts Drive Design

Labor Cost	\$106,796.00
Subconsultants	\$4,306.50
Direct Expenses	\$1,213.50

Phase Total: \$112,316.00

Phase 3 - Bidding Assistance

Labor Cost	\$6,540.00
Subconsultants	\$0.00
Direct Expenses	\$50.00

Phase Total: \$6,590.00

Total Initial Contract \$118,906.00

AMENDMENT 1 BUDGET SUMMARY:

Phase 1 - Roberts Drive (Amendment 1)

Labor Cost	\$101,900.00
Subconsultants	\$0.00
Direct Expenses	\$994.00

Phase Total: \$102,894.00

Phase 2 - Water Main Design

Labor Cost	\$6,560.00
Subconsultants	\$0.00
Direct Expenses	\$308.00

Phase Total: \$6,868.00

Total Amendment 1 \$109,762.00

New Maximum Contract Value = \$228,668.00

March 5, 2015

Seth Boettcher  
Public Works Director  
City of Black Diamond  
PO Box 599  
Black Diamond, WA 98010

**RE: Commitment to Fund Water Main Work for Roberts Drive**

Mr. Boettcher:

It is YarrowBay's understanding that the Transportation Improvement Board ("TIB") recently awarded the City of Black Diamond a grant to design improvements to Roberts Drive between Sunny Lane and City Hall near Cemetery Road. We further understand that the TIB combined an earlier grant the City received for improvements to Roberts Drive with this new grant, so that all of the improvements to Roberts Drive, from Rock Creek to City Hall, can be bid as one larger project.

This letter is intended to commit YarrowBay to provide funds for the design of the water main along Roberts Drive that is called out as Phase 2 of the Roberts Drive, West End of Rock Creek Bridge to City Hall, Roadway Improvements Scope of Work. Specifically, YarrowBay agrees to provide funding for the following three tasks from the scope of work: Task 21, Coordination with MDRT, Task 22, 90% Design Assistance, and Task 23, Final Design Assistance. YarrowBay anticipates that the effort will cost approximately \$6,560, as noted in lines 32, 33, and 36 of the associated budget.

We look forward to working with the City on this project to benefit the Black Diamond community. If I can be of assistance, please don't hesitate to ask.

Thank You,



Colin Lund  
Chief Entitlement Officer  
YarrowBay

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF BLACK DIAMOND AND  
CONSULTANT**

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington and doing business at 1019 39<sup>th</sup> Avenue SE, Suite 100, Puyallup, WA 98374.

**RECITALS**

WHEREAS, the City does not have sufficient staff resources to provide engineering services to meet the needs of the City; and

WHEREAS, the Consultant has agreed to provide engineering services in relation to the Rock Creek Bridge project as requested by the City as described herein; and

WHEREAS, the services performed by the 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 Contract without the prior written authorization of the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

**TERMS**

**I. Description of Work.**

The Consultant shall perform all work described in Exhibit A, which is attached hereto and incorporated herein by this reference.

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials according to the list of billing rates and reimbursable expenses attached hereto as Exhibit B, not to exceed One Hundred Eighteen Thousand Nine Hundred and Six Dollars (\$118,906.00) for the services described in Section I herein. This is the maximum amount, as estimated in Exhibit C, to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### **III. Relationship of Parties**

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

### **IV. Duration of Work**

The City and the Consultant agree that work will begin on the tasks described in Exhibit A upon execution of this Agreement. The goal of this design effort will be to have the project ready for bid by April 13, 2015.

The parties agree that the work described in Exhibit A is expected to be completed by April 30, 2015; provided however, that additional time may be granted by the City for unforeseen delays or extra work.

### **V. Termination**

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination,



as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

## **VI. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## **VII. Indemnification**

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal Costs and attorneys' 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. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO. ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

## **VIII. Insurance**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Black Diamond shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Black Diamond at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

## **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

#### **X. Ownership and Use of Records and Documents**

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

#### **XI. City's Right of Inspection**

Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

#### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

#### **XIII. Work Performed at the Consultant's Risk**

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work

hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

#### **XIV. Non-Waiver of Breach**

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

#### **XV. Resolution of Disputes and Governing Law**

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Black Diamond shall determine the term or provision's true intent or meaning. The City of Black Diamond shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

#### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

**CONSULTANT:**

Attn: Austin Fisher  
Parametrix, Inc.  
1019 39<sup>th</sup> Avenue SE, Suite 100  
Puyallup, WA 98374

**CITY:**

Attn: Seth Boettcher  
City of Black Diamond  
P.O. Box 599  
24301 Roberts Drive  
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

**XVII. Assignment**

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

**XVIII. Modification and Severability**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

**XIX. Entire Agreement**

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 11<sup>th</sup>  
day of November, 2014.

**CONSULTANT**

By: Bruce E. Blum  
Its Principal Senior Consultant

**CITY OF BLACK DIAMOND**

By: Dave Gordon  
Dave Gordon, Mayor

**Consultant: Parametrix, Inc.**

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

ATTEST:

Brenda L. Martinez  
City Clerk

## EXHIBIT A - SCOPE OF WORK

---

### City of Black Diamond

### Roberts Drive, West End of Rock Creek Bridge to Sunny Lane, Roadway Improvements

#### GOALS AND OBJECTIVES

The goals and objectives of this Scope of Work include:

- Design improvements to the existing Rock Creek Bridge that will rehabilitate it and extend its useful life for 20 years or more. The design work will take into account the highest levels of traffic that the bridge will experience in the next 20 years
- Prepare plans, specifications, and an opinion of probable cost for the rehabilitation of the Rock Creek Bridge, construction of a pedestrian bridge; and minor roadway widening and sidewalk improvements to Sunny Lane.

#### PHASE 1 – ROADWAY IMPROVEMENTS

##### Task 1 – Project Management and QA/QC

###### *Goal*

Maintain constant and thorough communications with the City of Black Diamond to maximize teamwork and productivity. Maintain control of the project scope, budget, and schedule. Provide quality service and products to the client.

###### *Approach*

The approach to Task 1 includes:

- Schedule and coordinate the work of all team members and ensure that work is completed within scope and budget.
- Perform a quality control review of major deliverables prior to submittal to the City.
- Coordinate project documentation to include:
  - Prepare necessary project correspondence to support the project work.
  - Provide all work products to the client for review in accordance with the scope and schedule.
  - Ensure that the Draft and Final deliverables are in compliance with the scope of work and professional standards and provide meaningful input into the design process.
- Coordinate with City staff on all aspects of project completion to include:
  - Prepare and submit monthly progress billings to the City.
  - Provide additional identification of issues and proposed solutions if unforeseen issues arise.

## ***Deliverables***

The deliverables for Task 1 consist of the following:

- Monthly progress reports. The monthly report, addressing progress of the work, shall include as appropriate:
  - > Summary of actual versus scheduled cost.
  - > Summary of actual versus scheduled progress.
  - > Narrative to define unanticipated issues, responsive action requirements by Parametrix.

## ***Project Schedule***

It is assumed the contract will be complete by December 31, 2014, and that the City will advertise the project for construction in January 2015. Delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) may result in additional effort necessary for project management and administration.

## **Task 2 – Survey**

### ***Goal***

To provide a base map for use in preparing the contract documents.

### ***Approach***

#### ***2.1 Mapping***

Parametrix will perform topographic mapping. Mapping limits will include surface features within the existing right-of-way (ROW). Using record information and existing monuments, Parametrix surveyors will establish horizontal and vertical control along Roberts Drive from approximately 350 feet west of the Rock Creek Bridge to a point approximately 100 feet easterly of Sunny Lane.

Mapping will consist of locating existing improvements and ground conditions within the above-described right-of-way. Parcel lines and right-of-way limits will be based upon the applicable public records. Ground features including tops and toes, breaks, water surface elevations, edge of pavement, and ditches will be mapped at sufficient detail to create 1-foot contours. Structures such as fences, driveways, overhead utilities, wing walls and other physical visible improvements will be mapped. An underground utility locate firm will be hired to mark buried utilities such as gas, water, power, telephone, and TV cable, if such utilities have a conductible source or tracer lines attached. Sanitary and storm structures will be opened and measurements will be made identifying size, type, and invert elevation of incoming and outgoing pipes. Once the field work has been completed, a survey technician will process the data and prepare a base map using AutoCAD Civil 3D, Release 2014.

#### ***2.2 AutoCAD Base Map Preparation***

Parametrix will process survey field data and generate an AutoCAD drawing showing the existing conditions.



Parametrix will show the existing ROW for the project corridor and parcel lines adjacent to the ROW.

An underground utility locate firm will be hired to mark buried utilities that provide a conductible signal. For those utilities constructed without a tracing wire or made from non-conductible material, record drawings will be used to help identify locations and type of utility if provided by the City.

### ***Deliverables***

The deliverables for Task 2 consist of the following:

- AutoCAD drawing in 2014 format, or later, at 1 inch = 20 feet with 1-foot contours, topographic information, and easements along the mapping corridor.
- Triangular Integrated Network (TIN) surface for use in design.

### ***Assumptions***

Following are the assumptions for Task 2:

- Title reports will not be ordered for this work; boundary information will be based upon recorded information available from King County.
- Property corners will not be set, nor will a Record of Survey be prepared.

## **Task 3 – Preliminary Design**

### ***Goal***

To provide preliminary plans and an opinion of cost to the City for review prior to completing final design.

### ***Approach***

Parametrix will prepare a DRAFT Stormwater Site Plan documenting how the project will meet the minimum requirements of the City's stormwater manual.

Parametrix will also prepare Preliminary Plans that are anticipated to include the following sheets:

- Typical Sections (1 Sheet).
- Bridge Preliminary Plans (2 Sheets).
- Roadway Plan and Profile (2 Sheets).

### ***Deliverables***

The deliverables for Task 3 include:

- Preliminary plans (11-inch by 17-inch half-Size in electronic PDF copy).
- Preliminary Opinion of Cost in MS Excel format.
- Storm water Technical Memorandum in electronic PDF format.

## ***Assumptions***

Following are the assumptions for Task 3:

- Documents and figures will be prepared using Parametrix internal company production standards.
- The budget estimate includes the design of:
  - Attached pedestrian structure to existing bridge.
  - Restoration of the existing bridge to include coating of exposed rebar and resurfacing, painting/coating existing structure with Zypex or similar product, removal of the existing barrier and replacement with single slope concrete barrier and guardrail.
  - A 6-foot wide pervious concrete sidewalk from approximately 200-feet west of the structure to Buckners Way where pedestrians will cross to the north side of the roadway.
  - A 4-foot wide porous asphalt shoulder from the Rock Creek bridge to Sunny Lane.
  - HMA Overlay from Rock Creek Bridge to Sunny Lane.
  - Design of a shallow retention system at Sunny Lane on south side of the roadway to prevent drainage from Roberts Drive from inundating pervious shoulder.
- It is anticipated that porous pavements will be used for roadway widening and the new sidewalk. Therefore, no additional water quality or flow control facilities are anticipated. Changes in the project scope that would exceed thresholds for stormwater mitigation will be considered as additional services not included in this scope of work or in the budget estimate.
- Black Diamond City Engineer will run three infiltration tests and provide the Consultant with a long term infiltration rate for the pervious asphalt design and for shallow retention systems.
- Comments received on the preliminary design will be incorporated into the 90% plans, specifications, and opinion of cost included in Task 4.

## **Task 4 – Final Design**

### ***Goal***

To prepare 90% design level plans, contract documents, and opinion of cost for review by the City and subsequently prepare final plans, contract documents, and opinion of cost for bidding.

### ***Approach***

Parametrix will prepare 90% plans and contract specifications in accordance with the City's design guidelines.

Anticipated plan sheets include:

- Cover Sheet and Legend (2 Sheets).
- Typical Sections (1 Sheet).
- Bridge Plans:

- Bridge Layouts (Existing and Pedestrian) (1 Sheet).
- Demolition and General Notes (1 Sheet).
- Staging Plan (1 Sheet).
- Foundation Plans (2 Sheets).
- Pedestrian Bridge Details and existing bridge repairs (5 Sheets).
- Roadway Plan and Profile (2 Sheets).
- Details (1 Sheet).

Parametrix will prepare the contract documents to approximately a 90% level of completion and will prepare an opinion of cost based upon the work included in the plans. The City will review the 90% submittal and return written comments to Parametrix for incorporation into the final bidding documents.

Final structural calculations will be provided for the City's records with the final contract documents.

### ***Deliverables***

The deliverables for Task 4 include:

- Five (5) copies of Draft (90%) Plans and Contract Documents (includes half-size plans) for review by the City.
- Five (5) copies of the Final Plans and Contract Documents (includes half-size plans) and electronic (PDF) copy.
- Electronic copy of the plans (TIFF/PDF formats) and Contract Documents (PDF and MS Word) for online bidding and plan centers.
- Electronic copy of the 90% opinion of cost (MS Excel format).
- Electronic copy of the Final opinion of cost (MS Excel format).
- One (1) copy of the final structural calculations and an electronic PDF copy.

### ***Assumptions***

Following are the assumptions for Task 4:

- The City will provide their legal documents and contract boilerplate to Parametrix in electronic format (MS Word format assumed).
- The contract documents will be prepared using the 2014 WSDOT Standard Specifications.

## **Task 5 – Cultural Resources Survey**

### ***Goal***

To provide for a cultural and historic resources survey to satisfy Executive Order 05-05, which is a TIB funding requirement.

### ***Approach***

Cultural Resources Consultants will complete the survey and prepare the report for submittal by the City to DAHP and affected Tribes.

### ***Deliverables***

The deliverables for Task 3 include:

- Electronic copy (PDF) of report for submittal to DAHP and affected Tribes

## **Task 6 – Environmental Permitting**

### ***Goal***

To prepare a Joint Aquatic Resources Permit Application (JARPA) for use in permit applications for a Hydraulic Project Approval (HPA) from Washington State Department of Fish and Wildlife.

### ***Approach***

Parametrix will prepare the JARPA and use it for preparation of the applications for the HPA. Parametrix will coordinate with City Staff, the internal Parametrix design team and agency reviewers to assist the City in obtaining the HPA.

### ***Deliverables***

The deliverables for Task 6 include:

- JARPA
- HPA Application

### ***Assumptions***

Following are the assumptions for Task 6:

- The scope of services and budget estimate do not include the preparation of a critical area report, which may be requested by WDFW following review of the JARPA. If a critical area report or other additional information other than that which is available in the JARPA is necessary for permit approval, Parametrix will prepare an amendment for the City's consideration to complete this additional work.

## **PHASE 3 – BIDDING ASSISTANCE**

### **Task 31 – Bidding Assistance**

#### ***Goal***

To assist the City with addenda, clarification of design intent and requests for material substitutions during the bidding phase of the project.

#### ***Approach***

Parametrix will provide assistance during the bidding phase of the project. Services included in this task are:

- Preparation of one (1) addenda for the project.
- Informal communication to clarify design intent.
- Review and recommendations to the City regarding material substitutions if requested by bidders.

#### ***Deliverables***

The deliverables for Task 31 include:

- Up to one (1) addenda in electronic (PDF) format for posting at online bidding center.
- Written recommendations for material substitutions.

#### ***Assumptions***

Following are the assumptions for Task 31:

- The budget estimate includes 8 hours for informal communication to clarify design intent and review of one (1) material substitution request

**END OF PROPOSAL**

# Exhibit B

## Parametrix Category Billing Rates - Effective Through September 30, 2015.

Classification	Grade	Rate for Billing	Classification	Grade	Rate for Billing
CADD Operator I	8	\$75	Jr. Planner	8/9	\$75
CADD Operator II	9/10	\$85	Planner I	10	\$90
CADD Operator III	11	\$110	Planner II	11	\$100
CADD Supervisor	12	\$120	Planner III	12	\$120
CADD Services Manager	14	\$130	Planner III	13	\$125
			Planner IV	14	\$135
Designer I	10	\$100	Sr. Planner	15	\$155
Designer II	11	\$110	Sr. Planner	16	\$175
Designer III	12	\$125	Sr. Planner	17	\$190
Designer III	13	\$135			
Designer IV	14	\$145	Jr. Scientist/Biologist	8/9	\$80
Sr. Designer	15	\$155	Scientist/Biologist I	10	\$85
Sr. Designer	16	\$170	Scientist/Biologist II	11	\$110
Sr. Designer	17	\$175	Scientist/Biologist III	12	\$115
			Scientist/Biologist III	13	\$120
Engineering Technician I	8	\$80	Scientist/Biologist IV	14	\$135
Engineering Technician II	9	\$90	Sr. Scientist/Biologist	15	\$155
Engineer I	10	\$100	Sr. Scientist/Biologist	16	\$170
Engineer II	11	\$110	Sr. Scientist/Biologist	17	\$180
Engineer III	12	\$125			
Engineer III	13	\$135	Environmental Technician I	8	\$90
Engineer IV	14	\$145	Environmental Technician II	9	\$95
Sr. Engineer	15	\$155	Environmental Technician III	10	\$100
Sr. Engineer	16	\$175			
Sr. Engineer	17	\$185	Hydrogeologist I	10	\$95
Sr. Consultant	18	\$205	Hydrogeologist II	11	\$105
Sr. Consultant	19	\$220	Hydrogeologist III	12/13	\$115
			Hydrogeologist IV	14	\$130
Jr. Surveyor	8	\$70	Sr. Hydrogeologist	15	\$150
Surveyor I	9	\$75	Sr. Hydrogeologist	16	\$170
Surveyor II	10	\$85	Sr. Hydrogeologist	17	\$180
Surveyor III	11	\$105			
Sr. Surveyor	12	\$120	GIS Technician	9	\$90
Sr. Surveyor	13	\$145	GIS Analyst	10	\$95
Survey Supervisor	14	\$150	Sr. GIS Analyst	11	\$100
Survey Prevailing Wage*					
Construction Technician I	8/9	\$90	Graphic Artist	9	\$80
Construction Technician II	10	\$100	Sr. Graphic Artist	10	\$110
Construction Technician III	11	\$120			
Construction Technician IV	12	\$130	Technical Aide	7	\$70
Sr. Construction Technician	13	\$140	Sr. Technical Aide	8	\$80
Construction Manager I	11	\$110	Project Coordinator	9	\$95
Construction Manager II	12	\$130	Sr. Project Coordinator	10	\$100
Construction Manager III	13	\$135	Project Controls Specialist	11	\$110
Construction Manager IV	14	\$145	Project Coordination Supervisor	11	\$110
Sr. Construction Manager	15	\$150			
Sr. Construction Manager	16	\$165	Project Accountant	7/8	\$85
Sr. Construction Manager	17	\$180	Project Accountant	9/10	\$90
Site Construction Manager	18	\$185	Sr. Project Accountant	10	\$100
			Sr. Accounting Specialist	10	\$100
Operations Manager	16	\$155	Sr. Contract Administrator	11	\$120
Operations Manager	17	\$175			
Operations Manager	18	\$185	Office Clerk	4	\$55
Division Manager	17	\$195	Receptionist	6	\$65
Division Manager	18/19	\$210	Admin Assistant	6	\$65
Program Manager	19	\$220	Admin Assistant	7	\$70
Program Manager	20	\$250	Sr Admin Assistant	8	\$75
Principal Consultant	19	\$230	Sr Admin Assistant	9	\$90
Principal Consultant	20	\$250	Office Administrator	10	\$95
Principal	19/20	\$220	Sr. Office Administrator	11	\$110
			Office Administrative Manager	12-14	\$130
Word Processor	7	\$70			
Sr. Word Processor	8	\$75	Expert Witness		\$350
Word Processing Specialist	9	\$95			
Technical Editor	10	\$105			
Word Proc Supervisor	10	\$105			
Word Proc Mgr/Editor	11	\$110			
Production Manager	11/12	\$130			

Direct project expenses and reproduction costs are billed at cost

Public hearing testimony services are billed at hourly rates plus 30%

\* Prevailing Wage Rates apply to construction surveying on all Public Works Projects.

Client: City of Black Diamond  
Project: Roberts Drive Reconstruction  
Project No:

# EXHIBIT C

	Austin Fisher	Joseph R. Merth	Shane L. Brown	Alvin R. Valencia	Cameron J. Woodcock	Robert Murray	David A. Ironmonger
Sr Consultant		Sr Engineer	Engineer IV	Designer IV	Engineer II	Sr Consultant	Sr Surveyor

Burdened Rates:

Phase	Task	Description	Labor Dollars	Labor Hours	\$205.00	\$185.00	\$145.00	\$145.00	\$110.00	\$220.00	\$145.00
01	01	Roberts Drive Design	\$106,751	738	82	90	68	150	152	24	8
		Project Management & QA/QC	\$9,291	52	8	4				24	
		Progress Reports	\$2,451	20	4						
		Coordination	\$1,560	8	4	4					
		QA/QC	\$5,280	24						24	
01	02	Mapping	\$7,640	72							8
		Field Work	\$4,560	48							
		Prepare Base Map	\$1,920	16							
		Establish ROW/Parcel Lines	\$1,160	8							8
01	03	Preliminary Design	\$20,745	133	29	28	4	32	40		
		30% Plans	\$15,325	105	9	24		32	40		
		Typical Sections	\$1,085	9	1				8		
		Bridge Preliminary Plans	\$9,080	56		24		32			
		Plan/Profile (1)	\$5,280	32		16		16			
		Section (1)	\$3,800	24		8		16			
		Roadway Plan & Profile	\$5,160	40	8				32		
		Preliminary Opinion of Cost	\$2,960	16	8	4	4				
		Stormwater Tech Memo	\$2,460	12	12						
01	04	Final Design	\$62,175	435	43	58	64	118	112		
		90% Plans	\$37,170	260	10	26	48	114	62		
		Cover Sheet & Legend	\$660	6					6		
		Typical Sections	\$880	8					8		
		Bridge Plans	\$28,300	188		26	48	114			
		Bridge Layout (1)	\$1,030	6		4		2			
		Demo & General Notes (1)	\$1,900	12		4		8			
		Staging Plan (1)	\$2,640	16		8		8			
		Foundation Plans (2)	\$6,170	42		2	16	24			
		Bridge Details (5)	\$16,560	112		8	32	72			
		Roadway Plan & Profile	\$6,040	48	8				40		
		Details (1)	\$1,290	10	2				8		
		90% Contract Specifications	\$10,920	72	24	16					
		90% Opinion of Cost	\$4,230	30	2	8	4		16		
		Final Plans and Contract Documents	\$7,310	56	6	4	4	4	30		
		Final Structural Calculations	\$580	4			4				
		Final Opinion of Cost	\$1,965	13	1	4	4		4		
01	06	Environmental Permitting	\$6,900	46	2						

Client: City of Black Diamond  
Project: Roberts Drive Reconstruction  
Project No:

	Austin Fisher	Joseph R. Merth	Shane L. Brown	Alvin R. Valencia	Cameron J. Woodcock	Robert Murray	David A. Ironmonger
Sr Consultant		Sr Engineer	Engineer IV	Designer IV	Engineer II	Sr Consultant	Sr Surveyor

Burdened Rates:

Phase	Task	Description	Labor Dollars	Labor Hours								
01		Roberts Drive Design	\$106,751	738	82	90	68	150	152	24	8	
01	01	Project Management & QA/QC	\$9,291	52	8	4				24		
		Progress Reports	\$2,451	20	4							
		Prepare JARPA	\$3,910	26	2							
		Prepare HPA	\$1,750	12								
		Coordination w/ Agencies	\$1,240	8								
03		Bidding Assistance	\$6,540	36	12	20						
03	31	Addenda (1)	\$6,540	36	12	20						
		Design Clarifications	\$2,760	16	8	4						
		Material Substitutions	\$1,890	10	2	8						
		Bid Assistance Expenses	\$1,890	10	2	8						
03	32EXP		\$0	0								

Labor Totals:

\$147,581

738

\$16,810

\$16,650

\$9,860

\$21,750

\$16,720

\$5,280

\$1,160

**SUBCONSULTANTS**

Subconsultant Name	Amount
Applied Professional Services Inc	\$704
Cultural Resource Consultants, Inc.	\$3,603
<b>Subconsultant Total:</b>	<b>\$4,307</b>

**DIRECT EXPENSES:**

Description	Amount
B & W 8.5 x 11	\$450
B & W 11 x 17	\$100
Plotter Bond/Mylar	\$390
Mileage	\$140
Wa Survey Vehicle	\$75
WA Survey Equipment	\$153
<b>Expense Total:</b>	<b>\$1,308</b>

**Project Total:**

\$118,906

**BUDGET SUMMARY:**

**Phase 1 - Roberts Drive Design**

Labor Cost	\$106,751
Subconsultants	\$4,307
Direct Expenses	\$1,258
<b>Phase Total:</b>	<b>\$112,315</b>

**Phase 3 - Bidding Assistance**

Labor Cost	\$6,540.00
Subconsultants	\$0.00
Direct Expenses	\$50.00
<b>Phase Total:</b>	<b>\$6,590.00</b>



Client: City of Black Diamond  
 Project: Roberts Drive Reconstruction  
 Project No:

	Scott D. Spees	Robert J. Spiers	Steven N. Sharpe	Amanda B. Lucas	Christy Pope	Michael S. Phelps	Craig A. Hainey Corp	Finance Project Accountant
Surveyor III	Surveyor II	CADD Tech Lead	Publications Specialist II	Project Controls Specialist	Sr Planner	Sr GIS Analyst	Finance Project Accountant	

Burdened Rates:

Phase	Task	Description	Labor Dollars	Labor Hours	\$105.00	\$85.00	\$120.00	\$95.00	\$110.00	\$155.00	\$100.00	\$92.63
01	01	Roberts Drive Design	\$106,751	738	24	24	16	36	16	38	6	4
		Project Management & QA/QC	\$9,291	52				4	8			4
		Progress Reports	\$2,451	20				4	8			4
		Coordination	\$1,560	8								
		QA/QC	\$5,280	24								
01	02	Mapping	\$7,640	72	24	24	16					
		Field Work	\$4,560	48	24	24						
		Prepare Base Map	\$1,920	16			16					
		Establish ROW/Parcel Lines	\$1,160	8								
01	03	Preliminary Design	\$20,745	133								
		30% Plans	\$15,325	105								
		Typical Sections	\$1,085	9								
		Bridge Preliminary Plans	\$9,080	56								
		Plan/Profile (1)	\$5,280	32								
		Section (1)	\$3,800	24								
		Roadway Plan & Profile	\$5,160	40								
		Preliminary Opinion of Cost	\$2,960	16								
		Stormwater Tech Memo	\$2,460	12								
01	04	Final Design	\$62,175	435				32	8			
		90% Plans	\$37,170	260								
		Cover Sheet & Legend	\$660	6								
		Typical Sections	\$880	8								
		Bridge Plans	\$28,300	188								
		Bridge Layout (1)	\$1,030	6								
		Demo & General Notes (1)	\$1,900	12								
		Staging Plan (1)	\$2,640	16								
		Foundation Plans (2)	\$6,170	42								
		Bridge Details (5)	\$16,560	112								
		Roadway Plan & Profile	\$6,040	48								
		Details (1)	\$1,290	10								
		90% Contract Specifications	\$10,920	72				32				
		90% Opinion of Cost	\$4,230	30								
		Final Plans and Contract Document	\$7,310	56					8			
		Final Structural Calculations	\$580	4								
		Final Opinion of Cost	\$1,965	13								
01	06	Environmental Permitting	\$6,900	46						38	6	

Client: City of Black Diamond  
Project: Roberts Drive Reconstruction  
Project No:

	Scott D. Spees	Robert J. Spiers	Steven N. Sharpe	Amanda B. Lucas	Christy Pope	Michael S. Phelps	Craig A. Hainey Corp	Finance Project Accountant
Surveyor III	Surveyor II	CADD Tech Lead	Publications Specialist II	Project Controls Specialist	Sr Planner	Sr GIS Analyst Corp	Finance Project Accountant	

Burdened Rates:

Phase	Task	Description	Labor Dollars	Labor Hours																
01		Roberts Drive Design	\$106,751	738	24	24	16	36	16	38	6	4								
01	01	Project Management & QA/QC	\$9,291	52				4	8			4								4
		Progress Reports	\$2,451	20				4	8											4
		Prepare JARPA	\$3,910	26						20		4								
		Prepare HPA	\$1,750	12						10		2								
		Coordination w/ Agencies	\$1,240	8						8										
03		Bidding Assistance	\$6,540	36				4												
03	31	Bidding Assistance	\$6,540	36				4												
		Addenda (1)	\$2,760	16																
		Design Clarifications	\$1,890	10																
		Material Substitutions	\$1,890	10																
03	32EXP	Bid Assistance Expenses	\$0	0																

Labor Totals:

\$147,581	738	24	24	16	36	16	38	6	4
\$2,520			\$2,040	\$1,920	\$3,420	\$1,760	\$5,890	\$600	\$371

**SUBCONSULTANTS**

Subconsultant Name	Amount
Applied Professional Services Inc	\$704
Cultural Resource Consultants, Inc.	\$3,603
<b>Subconsultant Total:</b>	<b>\$4,307</b>

**DIRECT EXPENSES:**

Description	Amount
B & W 8.5 x 11	\$450
B & W 11 x 17	\$100
Plotter Bond/Mylar	\$390
Mileage	\$140
Wa Survey Vehicle	\$75
WA Survey Equipment	\$153
<b>Expense Total:</b>	<b>\$1,308</b>
<b>Project Total:</b>	<b>\$118,906</b>