

**RESOLUTION NO. 17-1190**

**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 DKS ASSOCIATES TO COMPLETE THE DRAFT TRANSPORTATION ELEMENT PORTION OF THE COMPREHENSIVE PLAN UPDATE; IN THE AMOUNT OF \$29,579 WITH TWO OPTIONAL TASKS THAT, IF AUTHORIZED BY THE CITY, WOULD INCREASE THE CONTRACT AMOUNT TO \$40,156.**

**WHEREAS**, City of Black Diamond is in need of consulting services to complete the update of its Comprehensive Plan mandated by the State of Washington; and

**WHEREAS**, in 2014, the City entered into a Professional Services Agreement (Agreement) with BergerAbam, a planning consulting firm, to provide such services under an agreed upon scope of work and budget; and

**WHEREAS**, BergerAbam began work under the Agreement and subcontracted with DKS Associates for the transportation element of the Comprehensive Plan update;

**WHEREAS**, the City terminated the Agreement with BergerAbam prematurely, and before DKS completed all of the transportation planning work defined in the scope and budget of the Agreement; and

**WHEREAS**, the City still needs the remaining transportation planning work to be completed by DKS Associates; and

**WHEREAS**, the City has also identified additional tasks that are needed in order for the City to be successful in updating its Comprehensive Plan; and

**WHEREAS**, DKS Associates has provided a scope of work and budget which includes the incomplete tasks from the BergerAbam Agreement together with the newly identified tasks, as needed to complete the transportation element, as described in Exhibit A, attached to the DKS Professional Services Agreement; and

**WHEREAS**, the proposed contract is in the amount of \$29,579.00 for DKS to complete the work required for the City's Comprehensive Plan update; and

**WHEREAS**, the proposed contract also includes two "optional" elements (Exhibit A to the Professional Services Agreement attached), which the City could authorize if needed, and which would increase the contract amount to not more than \$40,156.00; and


**WHEREAS**, the City has identified and budgeted for completion of the Comprehensive Plan update and these amounts in the 2016 budget;

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

**Section 1.** The Mayor is authorized to execute the attached Professional Services Agreement with DKS Associates for transportation planning services to complete its Comprehensive Plan update, in the amount of \$29,579, with two optional tasks that may be authorized by the City and which may increase the contract amount to not more than \$40,156.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19th DAY OF October 19, 2017.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Carol Benson, Mayor

Attest:

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

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

THIS Agreement is made 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")  
24301 Roberts Drive  
Black Diamond, WA 98010  
Contact: Mayor Carol Benson Phone: 360-886-5700 Fax: 360-886-2592

and DKS Associates, Inc. a corporation organized under the laws of the State of Washington, doing business at:

DKS Associates, Inc. (hereinafter the "CONSULTANT")  
719 2nd Ave, Suite 1250  
Seattle, WA 98104  
Contact: Richard Hutchinson Phone: 206-436-0282  
e-mail: [rjh@dksassociates.com](mailto:rjh@dksassociates.com)

for professional services in connection with the following Project:

**Black Diamond Comprehensive Plan Update Transportation Element**

**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 the scope of work in a diligent and timely manner with a goal of completing the scope of work by March 2nd, 2018. If delays beyond Consultant's or City's reasonable control occur, the parties will negotiate in good faith to determine an appropriate extension of the completion date and/or appropriate revisions to the scope of work and budget.

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

3. **Terms.** This Agreement (including Exhibits A and B hereto) shall not become effective unless it has been approved and authorized by the City on or before November 11, 2017. Consultant reserves the right to revise the scope, budget, schedule, and payment terms in the event that the City fails to authorize the execution of this Agreement by November 11, 2017.

4. **Compensation.**

<input type="checkbox"/>	LUMP SUM. Compensation for Non Contingent Scope shall be :	\$29,579.
	Optional Task 6 - - - - -	\$3,760
	Optional Task 7 - - - - -	\$6,817
	<b>Full Scope Total - - - - -</b>	<b>\$40,156</b>

Payment for the various tasks to be performed by Consultant is laid out in more detail in the attached Exhibit B.

5. **Payment.**

A. Consultant shall invoice the City upon Consultant's completion of each of the deliverables associated with non-contingent Tasks 1 through 5 listed in Exhibit B, such that the final (100%) invoice for all lump sum, non-contingent tasks will be submitted to the City upon Consultant's delivery of the deliverables associated with Task 5 listed on Exhibit B. If the City requests Consultant to complete Optional Task 6 and/or Optional Task 7, Consultant shall submit separate invoices for those tasks. Consultant shall maintain appropriate records in support of its invoices and provide them to the City after the services have been performed.

B. All invoices shall be paid by City within thirty (30) 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. A service charge of 1.25 percent per month compounded will be assessed on all billings not paid when due. If payment of properly submitted invoices is not made within 30 days of the due date, Consultant reserves the right to cease work under this Agreement until such time as payment is received.

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

D. 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 and Compliance with Laws**

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

B. 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. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable during the term 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.

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

D. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

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 on 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 no less than one week before the suspension is to become effective. 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.

**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 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.

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

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.

**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:

Carol Benson  
Mayor  
24301 Roberts Drive  
Black Diamond, WA 98010

Phone: 360-886-5700  
Email: [cbenson@blackdiamondwa.gov](mailto:cbenson@blackdiamondwa.gov)

DKS Associates, Inc.  
Attn: Richard Hutchinson  
719 2nd Ave, Suite 1250  
Seattle, WA 98104

Phone: 206-436-0282  
Email: [rjh@dksassociates.com](mailto:rjh@dksassociates.com)

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

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement or the parties' performance hereunder, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor 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.

B. 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's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, exclusive jurisdiction and venue for any resulting litigation shall lie in the Superior Court of King County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excluding its choice-of-law rules. 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. 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.

B. 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. Any changes to the scope of work or level of effort must be effected through amendments signed in writing by the parties to this Agreement.

C. 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.

D. 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.

AGREED TO BY:

CITY OF BLACK DIAMOND,  
WASHINGTON

DKS ASSOCIATES, INC.

By: Carol Benson  
Carol Benson  
Mayor

By: Richard Hutchinson

Name: Richard Hutchinson

Title: Principal

Date: 10/20/17

Date: 10-30-18

Attest:

By: Brenda L Martinez  
Brenda Martinez  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

# Exhibit A

## SCOPE OF WORK

### **Task 1 – Planning Level Cost Estimates**

DKS will provide planning level cost estimates for the recommended transportation improvements listed in Table 7-7 and Table 7-9 in the Draft Comprehensive Plan Transportation Technical Appendix (dated August 31, 2015). DKS will use a project cost estimate template based on unit costs approved by other Washington State agencies for long range planning. The project cost estimates will be incorporated into the draft Technical Appendix. It is assumed that the City will review and provide one set of consolidated comments on the draft cost estimate within three weeks of submittal. DKS will provide final cost estimates addressing City comments based on the one set of consolidated comments.

#### *Deliverables:*

- Draft Cost Estimates (Electronic submittal via e-mail in Excel format)
- Final Cost Estimates reflecting City comment (Electronic submittal via e-mail in Excel format)

### **Task 2 – Respond to City Comments**

DKS will respond to one set of consolidated comments provided by the City on the Draft Comprehensive Plan Chapter 7 and Transportation Technical Appendix (dated August 31, 2015). The response may include text revisions to the documents but additional analysis, calculations, or map/graphic modifications are not currently accounted for in this fee. If DKS believes that any suggested revisions are inappropriate or out of scope, it may state to the City the specific concerns and bases for them and a budget adjustment may be required. Based on input from the City, the level of effort required is assumed to only include up to 20 hours of staff time.

#### *Deliverables:*

- Revised Comprehensive Plan Chapter 7 and Transportation Technical Appendix in compliance with **RCW 36.70A.070(6)** (Electronic submittal via e-mail in Word and pdf format)

### **Task 3 – Traffic Simulation Modeling**

DKS will provide planning level traffic simulation runs (showing an approximation of vehicle queuing and resulting congestion) to support explanation and presentation of the traffic operations analysis conducted for the comprehensive plan update. The 2015 existing and 2035 future average weekday PM peak hour Synchro models created to analyze study intersection operations will be used (no new networks or improvement options are included in this scope of services). The 2035 future model includes the recommended future improvement projects (shown in Table 7-7 in Draft Comprehensive Plan Transportation Technical Appendix, dated August 31, 2015). The simulations will be limited to the influence area of each study intersection. The simulations will not represent traffic operations in areas of the city not evaluated in the Comprehensive Plan.

SimTraffic will be used to run the models to animate traffic conditions. DKS will calibrate the 2015 existing SimTraffic model to observed field conditions conducted by DKS staff. SimTraffic simulation run output will be provided for various available performance measures at study intersections including average vehicle delay and average speed. Up to ten simulation runs will be conducted for each SimTraffic model and the results will be averaged to reduce the variability of the results. DKS will prepare up to four preliminary traffic simulation video clips at key study area locations showing the existing and future network performance for City staff to review (City staff shall provide input on the key locations to capture in the video clips). Once a consolidated set of City comments are received, appropriate revisions will be made to the video clips (e.g., different zoom levels or video duration), if necessary, and up to four final traffic simulation video clips will be prepared showing the existing and future network performance.

*Deliverables:*

- Draft and final traffic simulation video clips (up to four) showing existing and future performance
- One draft and final of the SimTraffic summary run output for both the existing and future models

**Task 4 – City Staff Coordination**

DKS will attend one meeting with City staff and City Council Growth Management Committee Members prior to any public presentations to discuss Task 3 findings, project outstanding issues, presentation agendas and materials. The meeting will take place in a location selected by the City within the City of Black Diamond. DKS will also provide a memo report about its progress to the Growth Management Committee of the City Council each month, and draft sections of the Transportation element to the Growth Management Committee.

*Deliverables:*

- Meeting Notes via e-mail in Word format
- Monthly progress reports and draft sections of the Transportation element in Word format

**Task 5 - Joint City Council/Planning Commission Work Session**

DKS will prepare for, attend, deliver a presentation, and answer questions at one joint City Council Growth Management Committee/Planning Commission work session to present the traffic analysis and simulation findings for the comprehensive plan update. The city will conduct one round of review on the draft presentation prepared by DKS prior to the work session. DKS will address a consolidated set of city comments in the final presentation materials. City staff is responsible for scheduling, noticing, arranging and paying for the venues, and making any necessary meeting handouts/materials available to commission, council, and attendees.

*Deliverables:*

- Draft and final presentation materials for the joint City Council/Planning Commission work session
- Prepare for and attend one joint City Council/Planning Commission work session

## **OPTIONAL SCOPE OF WORK**

### **Optional Task 6 – Public Open House**

On an on-call basis, DKS will prepare for and attend a public open house meeting in Black Diamond and present the traffic analysis and simulation findings for the comprehensive plan update. DKS will support City staff and answer questions at the open house.

*Deliverables:*

- Draft and final presentation board for transportation findings

### **Optional Task 7 – City Council/Planning Commission Hearings**

On an on-call basis, DKS will prepare for and attend up to two hearings for Planning Commission and/or City Council. DKS will not present at the hearings but be available to support city staff and answer questions.

*Deliverables:*

- Prepare for and attend up to two City Council or Planning Commission hearings

## Exhibit B

**Table 1: Scope Tasks and Budget**

<b>Scope Task</b>	<b>Budget</b>
Task 1A – Draft Planning Level Cost Estimates	\$3,193
Task 1B – Final Planning Level Cost Estimates	\$1,331
Task 2 – Respond to City Comments, Finalize Transportation Element	\$3,500
Task 3A – Draft Traffic Simulation Modeling	\$10,946
Task 3B – Final Traffic Simulation Modeling	\$3,650
Task 4 – City Staff Coordination Meeting	\$2,804
Task 5 – Joint City Council/Planning Commission Work Session	\$4,155
<b>Non-Contingent Total</b>	<b>\$29,579</b>
Optional Task 6 – Public Open House	\$3,760
Optional Task 7 – City Council/Planning Commission Hearings	\$6,817
<b>Optional Tasks</b>	<b>\$10,577</b>
<b>FULL SCOPE OF WORK (NON-CONTINGENCY+ Optional)</b>	<b>\$40,156</b>