

RESOLUTION NO. 18-1233

**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 VARIUS,
INC. FOR CIVIL ENGINEERING SERVICES FOR THE MDRT**

WHEREAS, in 2010, the City Council approved Master Planned Development permits for the Villages and Lawson Hills MPDs; and

WHEREAS, in 2011 the City Council approved Development Agreements for The Villages and Lawson Hills MPDs, which included a new Funding Agreement with the Master Developer calling for the establishment of a Master Development Review Team (MDRT), consisting of City Staff and outside consultants; and

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

WHEREAS, the City has historically worked with Dan Ervin, formerly of RH2 Engineering, to provide the City with civil engineering services for the MDRT; and

WHEREAS, Mr. Ervin has recently left RH2 to form his own civil engineering firm, Varius, Inc. ("Consultant"); and

WHEREAS, the City has conducted a qualifications-based selection process for civil engineering services and determined that Consultant has unique knowledge and expertise to meet the needs of the MDRT, and therefore would provide superior service to the MDRT, in addition to the services currently being provided by RH2; and

WHEREAS, Consultant has agreed to provide the services to the MDRT on the terms and conditions set forth in the professional services agreement attached hereto as Attachment A;

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

Section 1. The Mayor is hereby authorized to execute a contract for civil engineering services between the City and Varius, Inc., attached hereto as Attachment A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 1ST DAY OF MARCH 2018.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT FOR CIVIL ENGINEERING SERVICES

This Professional Services Agreement ("Agreement") is entered into by and between:

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

Physical Address: 24301 Roberts Drive

Mailing Address: PO Box 599

Black Diamond, WA 98010

Contact: Andy Williamson Phone: 360-886-5700

Fax : 360-886-2592

and

Varius, Inc. ("Consultant")

Physical Address: 13843 62nd Ave NE

Kirkland, WA 98034

Mailing Address: Same as above

Contact: Dan Ervin, P.E. Phone: 425-436-9795 E-mail: dan.ervin@variusinc.com

Tax ID No.: 82-3888182

for non-exclusive on-call professional civil engineering services in connection with the following project: City of Black Diamond Master Development Review Team (MDRT).

WHEREAS, the City has previously contracted with Dan Ervin, formerly with RH2, Inc. to provide the City with the same or substantially similar services for the MDRT; and

WHEREAS, Dan Ervin has left RH2 to form a new company, Varius, Inc.; and

WHEREAS, the City desires to continue working with Dan Ervin and Varius, Inc., due to his extensive knowledge of the Master Planned Development on MDRT matters under the terms and conditions set forth herein; and

WHEREAS, the Consultant has agreed to provide the services described in Exhibit A (scope of work) under the terms and conditions set forth herein;

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

TERMS AND CONDITIONS

1. Services by Consultant

1.1 Consultant has been retained by the City to provide professional civil engineering on-call services as generally described in the Scope of Work attached to this Agreement as Exhibit "A". The services performed by Consultant shall not exceed the Scope of Work nor shall the

Consultant be entitled to a greater amount of compensation than provided in this Agreement without the prior written authorization of the City.

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

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

2. Schedule of Work

2.1 The City will issue an on-call task request for each project task for which the City requires Consultant services. No work shall be commenced by Consultant under this Agreement except pursuant to such an on-call task request issued by the City in the form attached as Exhibit "B." Consultant shall perform the services described in the on-call task request in accordance with the schedule and scope of work set forth in the on-call task request (the "Task Scope of Work").

2.2 Consultant will work within the project schedule set forth in the on-call task request and will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay, that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon receipt of a signed task order.

3. Compensation

3.1 Rates. Compensation for the services provided pursuant to each on-call task request shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C". Consultant may adjust the billing rates and reimbursable expenses once each calendar year on or after January 1st by providing the City with written notice of the adjusted rates and expenses no less than (30) thirty days prior to the effective date of such adjustment. The billing rates and reimbursable expenses for on-call task orders issued prior to receipt of written notice of the rate/expense adjustment by the City shall not be affected by the adjustment.

3.2 Other. In the event that after commencement of work, the Consultant anticipates that the work for an on-call task request will exceed the initial amount authorized, Consultant shall promptly notify the City and provide the City with whatever documents or information is necessary to request approval of any amounts in excess thereof.

4. Payment

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

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

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

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

5. Discrimination and Compliance with Laws

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

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

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

6. Duration, Suspension, and Termination of Agreement

6.1 This Agreement takes effect on the date it has been signed by both parties, and it shall remain in effect until such time as either party provides written notice of termination pursuant to this Section 6.

6.2 The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving Consultant notice in writing no fewer than ten (10) days prior to the

stated termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

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

6.4 Consultant may terminate this Agreement at any time for cause, so long as Consultant first gives the City at least 30 days' written notice of Consultant's intent to terminate and a reasonable opportunity for the City to cure the purported default. Consultant may terminate this Agreement without cause upon no fewer than 90 days' prior written notice to the City.

7. Standard of Care

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances. Consultant understands and agrees that the services rendered pursuant to this Agreement are for the sole exclusive benefit of the City and that no third party shall have authority to authorize, approve, direct or control any of the services rendered to the City pursuant to this Agreement.

8. Ownership of Work Product

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

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense

costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

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

9. Indemnification/Hold Harmless

9.1 Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers, and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIMS, INJURIES, DAMAGES, LOSSES OR SUITS RESULT FROM THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, IT IS EXPRESSLY AGREED THAT CONSULTANT'S OBLIGATIONS AND INDEMNITY UNDER THIS PARAGRAPH SHALL BE EFFECTIVE ONLY TO THE EXTENT OF CONSULTANT'S NEGLIGENCE.

9.2 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.

9.3 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.

9.4 The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance

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

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

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

endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

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

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

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

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

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

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

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

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

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

11. Assigning or Subcontracting

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

12. Independent Contractor

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

12.2 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.

13. Notice

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

City: Andy Williamson
City of Black Diamond
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010
Fax: 360-886-2592

With a copy to: City Clerk

Consultant: Dan Ervin, P.E.
Executive Vice President
Varius, Inc.
13843 62nd Ave NE

14. Disputes

14.1 This Agreement, and any dispute arising out of or relating to the interpretation or enforcement of this Agreement, shall be governed by and construed according to the laws of the State of Washington, excluding its choice-of-law rules. Venue and personal jurisdiction shall lie exclusively in King County Superior Court, Kent, Washington.

15. Attorney Fees

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

16. General Administration and Management on Behalf of the City

16.1 The Mayor of the City, or his/her designee (the contract Administrator) shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant. Consultant understands and agrees that any and all work to be performed pursuant to this Agreement must be approved in advance by the contract Administrator. No third party, including the project applicant, shall have any direct control or influence over the services performed under this Contract.

16.2 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.

16.3 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.

17. Extent of Agreement/Modification

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties

acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

18. Conflict of Interest; Non-Collusion

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

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

AGREED TO BY:

CITY OF BLACK DIAMOND

CONSULTANT

By: Carol Benson

Carol Benson

Its: Mayor

By: _____

Dan Ervin, P.E.

Its: Executive Vice President

Date: 3/2/18

Date: _____

Attest:

By: Brenda L. Martinez

Brenda L. Martinez

City Clerk

APPROVED AS TO FORM:

David A. Linehan, City Attorney



City of Black Diamond Master Development Review Team Exhibit A – Scope of Work

As a contract member of the Master Development Review Team (MDRT), Varius Inc. (Varius) will perform engineering services and provide technical assistance to support the successful completion of the Ten Trails (formerly Villages) and Lawson Hills developments in accordance with the regulations and expectations of the City of Black Diamond (City). The MDRT's duties and obligations are described in the Development Agreements for the Villages and Lawson Hills, and in the MDRT Funding Agreement between the City and Yarrow Bay Communities. The MDRT is composed of City staff and contract staff. Varius will perform work under this agreement as an extension of City staff, and as such will take all reasonable measures to preserve the confidentiality of all privileged communications involving attorneys and legal staff representing the City. As described in this scope of work and at the City's discretion, Varius will meet with, discuss, or communicate with applicants or potential applicants with a City representative present. Varius will interface with applicants or potential applicants without a City representative only when authorized to do so by the City.

MDRT work depends heavily on the historical knowledge and experience of professional engineers that have been involved in the project. This work is variable and requires innovative application of conventional processes and techniques, often in unconventional ways. Varius commits to maintaining senior, experienced professionals that will be continuously available to respond to the City's immediate needs and emergencies.

Project Management and Coordination Services

Project management services are an ongoing effort that will apply as needed to the efforts described in this scope of work.

Attend meetings and coordinate with the City on an on-call basis at the City's discretion. Maintain consistent and open communication with MDRT members, and coordinate with other City departments and regional agencies to help maintain a cooperative working environment. Prepare billing invoices and records on a monthly basis for Varius and for subconsultant work, if applicable. Maintain records of Varius' work and deliverables under this agreement. For deliverables, provide internal quality assurance and quality control review, and comply with the City's standards and other agency regulations as applicable. Perform additional services at the City's request.

Coordination with Outside Agencies

Meet with other Agencies as requested by the City and assist in developing collaborative and complimentary solutions to City/Regional issues (i.e. sewage conveyance, service area limits, sustainable permitting, etc.). Develop briefing materials for City staff and provide data identifying lifecycle cost impacts, LOS impacts, regulatory impacts, and other pertinent data or evaluations requested by the City.

Design Services

Provide conceptual planning and design services for utilities and infrastructure in collaboration with City staff. Define and implement ways to improve designs and plans in keeping with the City's goals. Attend the City's design meetings to provide input on the maintainability of the improvements and the quality of the design. Represent the MDRT at public meetings at the request of City staff. Varius will be prepared to respond objectively to questions or requests for information from members of the public when requested by City staff. Perform additional services at the City's request.

Compliance Tracking System Maintenance and Review

Per the MDRT's Development Agreements, assist in maintaining and reviewing a tracking system for applicant compliance regarding the following items, including but not limited to: water conservation, impervious area limitations, sewage interceptor capacity, traffic capacity and level of service, and phosphorus discharge. Perform additional services at the City's request.

Document Review

Review technical reports and documents created by others for compliance with the Development Agreements and City's Municipal Code. Provide peer-review services through subconsultants as requested by the City. Summarize the work and reports as necessary for presentation to other City departments, City staff, elected officials, and/or the public regarding reports in support of permits or other development actions. Perform additional services at the City's request.

Permit Review

Typically, permit submittals consist of preliminary plats, site development permits, or utility permits for water, sewer, stormwater, and street work improvements. Varius will review generally for the following items, if applicable:

- Check the general plan layout for clarity and comment on ways to improve layout if needed;
- Perform a check of the supporting engineering calculations;
- Perform simple value engineering and identify areas for design simplification or cost reduction;
- Check the level of completeness of the design for construction and inspection purposes;
- Check for compliance with the governing agreement and the applicable minimum design standards, and check for compliance with the generally-accepted engineering standard of care;
- Cross-check for conflicts and ambiguities in the design plans and with previous permit approvals;
- Review specifications for conflicts and ambiguities;
- Check reference materials for validity;
- Check record materials for completeness and the ability to retrace the design process in the future.

Review permit applications and other applicant submittals for compliance with the Development Agreements, the City Municipal Code and standards, previous SEPA and technical analyses, applicable State statutes and requirements, and other documents or regulations governing the work, as applicable.

Represent the MDRT at public meetings at the request of City staff. Varius will be prepared to respond objectively to questions or requests for information from members of the public when requested by City staff. Perform additional services at the City's request.

Services During Construction of Improvements

Provide on-call technical observation services to assist and supplement the experience and resources of on-site City staff. At the City's request, perform site visits to keep up to date on project constraints, requirements, and character. Perform additional services at the City's request.

Utilities and Facilities Testing and Review

Provide and/or witness facility and utility field testing services per the applicable approved construction plans. Testing work may be subcontracted if needed and with the City's approval. Review and recommend the City's acceptance or rejection, as applicable, of the permitted utilities and facilities as required in the City's Municipal Code. Review and accept bonding amounts and certifications for performance bonds and maintenance bonds. Perform additional services at the City's request.

Review of Record Drawings

Review record drawings developed by others for compliance with published requirements and recommend updates as applicable. Facilitate delivery of as-built construction records from the applicable MDRT members to the City's Public Works staff. Develop new record drawing requirements as requested by the City in accordance with the City's goals and objectives. Perform additional services at the City's request.

City of Black Diamond On-Call Task Request

Date: _____	City Staff Contact: _____
Project Name: _____	Phone: 360-886-5700
Project No.: _____	Fax: 360-886-2592
Request Made To: _____	
Phone: _____	
Fax: _____	

Scope of Task Request
Budget Estimate: \$

Task Request Approval:			
	Written Name		Title
	Signature		Date

*Costs are billed on a time and materials basis, the Consultant shall notify the City in advance should additional funds be necessary to complete the task order. Additional work beyond that which is ordered by the City shall not commence until written notification is received from the City.



**City of Black Diamond
Master Development Review Team
Exhibit C – 2018 Rates**

Engineering, Planning, and Compliance Services (rates adjust on an annual basis)

Dan Ervin, PE – Executive Vice President	\$230/hour
Ricki Harbert – CEO/President	\$230/hour

Expenses

Subconsultants	Cost + 15%
Mileage	Current IRS rate
Other direct expenses (copies, etc.)	At cost