

**RESOLUTION NO. 08-474**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN WEINMAN CONSULTING AND THE CITY OF BLACK DIMAOND**

**WHEREAS**, the City of Black Diamond has determined that it needs to update its current Design Standards and Guidelines that were approved in 2000 to reflect the new Comprehensive Plan and set a clear statement of intent and graphic representations of the desired outcome; and

**WHEREAS**, the City desires to retain the services of a consultant skilled design standards and guidelines; and

**WHEREAS**, The City has selected Weinman Consulting to perform the city-wide Design Standard Update with sub contractor LMN Architects and the Consultant is qualified, willing and able to perform the above mentioned services;

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

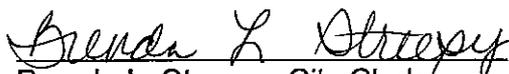
**Section 1.** The mayor is authorized to execute the contract with Weinman Consulting for the city-wide design standards and guidelines, substantially in the form attached as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17th DAY OF JANUARY, 2008.**

CITY OF BLACK DIAMOND:

  
Howard Botts, Mayor

Attest:

  
Brenda L. Streepy, City Clerk

To: Andy Williamson  
Subject: RE: Form-ProfSvcs2

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated Jan 17, 2008 and is entered into by and between

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

25510 Lawson Street

Black Diamond, WA 98010

Contact: Andy Williamson Phone: 360-886-2560

Fax : 360-886-2592

and

Weinman Consulting LLC ("Consultant")

9350 SE 68th Street

Mercer Island, WA 98040

Contact: Richard Weinman Phone: 206/295-0783 Fax: 206/232-6364

Tax Id No.: 063-36-6073

for professional services in connection with the following project:

(Description of project) (the "Project"). Zoning Code Update & City-Wide Design Guidelines

**TERMS AND CONDITIONS**

**1. Services by Consultant**

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

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

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

**2. Schedule of Work**

2.1 Consultant shall perform the services described in the Scope of Work in accordance with

the Schedule attached to this contract as Exhibit "B."

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

2.3 Consultant is authorized to proceed with services upon verbal authorization

**3. Compensation**

LUMP SUM. Compensation for the services provided in the Scope of Work shall be a Lump Sum of \$ \_\_\_\_\_.

TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$ 36,730<sup>00</sup> without the written authorization \_\_\_\_\_ of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

TIME AND MATERIALS. Compensation for the services provided in the Scope of Work shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

OTHER. \_\_\_\_\_

**4. Payment**

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

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

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

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

**5. Discrimination and Compliance with Laws**

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

ordinance, except for a bona fide occupational qualification.

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

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

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

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

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

## **7. Standard of Care**

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

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

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

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

8.3 Methodology, software, logic, and systems developed under this Agreement are the

property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

## 9. Indemnification/Hold Harmless

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

## 10. Insurance

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

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

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

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

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

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

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

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

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

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

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

Fax: ~~253-926-3402~~  
206-232-6364

**14. Disputes**

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

**15. Attorney Fees**

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

**16. General Administration and Management on Behalf of the City**

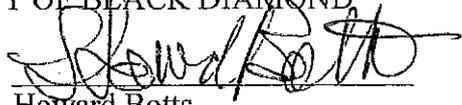
16.1 The City Administrator for the City, or his designee, shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant.

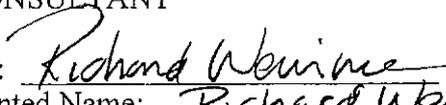
**17. Extent of Agreement/Modification**

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

CITY OF BLACK DIAMOND

CONSULTANT

By:   
Howard Botts

By:   
Printed Name: Richard Weinman

Its: Mayor

Its: Principal

Date: 1-17-08

Date: Jan. 11, 2008

Attest:

By:   
Brenda Streepy  
City Clerk

No virus found in this incoming message.

## ATTACHMENT "A"

### **Black Diamond Zoning Code & Design Guidelines Update Amendment to Address City-Wide Design Guidelines Scope of Work and Budget**

#### **Project Description**

Weinman Consulting, LLC has an existing contract with the City of Black Diamond to update the zoning code (BDMC Title 18) and to develop design guidelines/standards for lighting and tree preservation. LMN Architects is the subcontractor preparing the design guidelines. A draft of design guidelines for Master Planned Development (MPDs) was prepared in 2005.

The City adopted design guidelines in 2000. At the City's request, LMN reviewed and assessed these guidelines and suggested numerous revisions. Based on direction provided at a joint Planning Commission/City Council study session in 2006, the City desires to proceed with preparation of new city-wide design guidelines. The City also reviewed a potential approach and format for the design guidelines, one which relies on a clear statement of intent and graphic representations of the desired outcome. The objectives are to ensure that future development is consistent with the Comprehensive Plan's vision and with the City's desired quality and design of development. In addition, adopted guidelines should be concise, easy to understand, and practical to implement.

The update would be accomplished by LMN Architects (Mark Hinshaw and Darby Watson), under contract to Weinman Consulting, LLC (Richard Weinman).

The scope and budget is focused on technical drafting but also includes limited time for meetings with staff and presentations to the City Council.

#### **Consultant Services – Scope of Work**

##### **Task 1: Background Research**

Purpose: Identify specific issues and focus of revisions.

Review the City's draft Updated Comprehensive Plan and zoning code to confirm the vision and framework for future development city-wide. Review the existing design guidelines to determine which standards are still valid, clear and useful. Identify standards which are more appropriate for other portion of the City code.

Work Product: First step in identifying framework for new guidelines. No specific product.

**Task 2: Draft Revised Guidelines**

Purpose: To develop a first draft of updated city-wide design guidelines.

This task involves preparing revised design guidelines. The target length of the document will be 50 pages. The narrative will be short, punchy, direct and concise. The essence of the design that is desired will be conveyed by the use of images and good examples. The document layout will allow users to grasp the essential aspects quickly, and then read it in more detail if needed. Also, the nature of the document should encourage creativity: using color and lots of white space to enhance legibility and comprehension. More detail should be provided to a small number of essential items. Rather than exact dimensions, the guidelines would use ranges of numbers, so that flexibility is inherent. The approach will present a performance objective but allow for different outcomes.

We will review the draft with staff, and revise it as necessary (assumes one round of revision, maximum of 2 meetings).

Work Product: First draft of city-wide design guidelines ready for presentation, public review and discussion.

**Task 3: Presentations to Planning Commission & City Council**

Purpose: Review and discussion of draft revised design guidelines.

This task includes presentations to the Planning Commission and City Council at a joint work session and at one public hearing for each body (3 meetings/hearings total). Assumes minor revisions

Work Product: Revised city-wide design guidelines.

**Schedule**

The schedule for the design guidelines project has been coordinated with the schedule for review and adoption of the updated zoning code. Target dates are shown below.

<b>Task</b>	<b>Target Date</b>
First draft submitted to City for Internal Review	Feb. 15
Revised draft	Mar. 3
PC/CC Study Session	Mar. 11
PCHearing	Mar. 24
City Council Hearing	Apr. 10

## Budget

TASK	HOURS		/COST <sup>1</sup>		TOTAL
	Weinman Consulting		LMN Architects		
Project Management/Coordination/editing	16	2,720.			2,720.
Task 1. Background research			48	5,400.	5,400.
Task 2. Draft/revise design guidelines			196	21,780.	21,780.
Task 3. Meetings with Staff, Planning Commission & City Council <sup>2</sup>			40	4,710.	4,710.
Subtotal Labor	16	2,720.	284	31,890.	34,610.
Expenses <sup>3</sup>		1,620.		500	2,120
<b>TOTAL</b>		<b>\$4,340.</b>		<b>\$32,390.</b>	<b>\$36,730.</b>

Notes:

- Costs are based on the following hourly labor rates:  
Weinman Consulting LLC - \$170. LMN Architects: Mark Hinshaw - \$135, Darby Watson - \$105.
- LMN budget assumes 5 Meetings (2 with City staff, 1 joint study session and 2 hearings); Weinman consulting meeting time assumed to be addressed in existing scopes/contracts.
- Expenses include travel, telecommunications, copying,, and subconsultant handling charge (5%). Printing of documents for public review not included.

*Jones & Stokes in partnership with  
Weinman Consulting, LLC & Mirai Associates*

**Black Diamond Comprehensive Plan Update  
Scope of Work and Budget Amendment #3**

January 9, 2008

The original City of Black Diamond Comprehensive Plan Amendment Scope and Budget was developed in the summer of 2006 with the purpose of amending the City's Comprehensive Plan to bring it into compliance with the Growth Management Act. The original scope and budget did not anticipate any major changes to the City's vision, goals, or policies; and was developed with the understanding that all source materials necessary to update the Comprehensive Plan would be provided to the consultant team by the City, and that the project would be completed and acted upon within a short time frame under conditions outlined in the "Assumptions" section found within this document. As the project got under way, changes to the project assumptions led to two scope and budget amendments, each described below.

Amendment #1 to the scope and budget was developed due to additional efforts required to obtain source information necessary to produce a draft Comprehensive Plan, and to provide additional funding for public meetings and additional map work that were unforeseen at the time the original scope and budget were written.

Amendment #2 to the scope and budget was prepared in order to account for specific research requests made by City Council and Planning Commission in reviewing the draft Comprehensive Plan, and to account for additional public meetings and project coordination to complete the project as it was then envisioned.

This scope and budget amendment #3 is being prepared in response to additional process and public meetings being requested by the City for completion of the Comprehensive Plan update. This third scope and budget amendment anticipates works necessary to review, analysis and provide recommendations for private docket requests, additional public meetings and hearings, as well as plan and map amendments anticipated as necessary due to re-aligning the Comprehensive Plan update process to occur concurrently with update to the City's zoning code and zoning map.

## **II. Consultant Services – Scope of Work**

### **Task 2b: Transportation Element Update (contingency)**

Please see Attachment entitled "City of Black Diamond Transportation Element Update Scope of Work - Supplement 2" for detailed scope and budget. This is a contingency scope and budget that will need to be accessed if private docket requests are of a scale and scope necessary to update the model and analysis, or if the number of meetings and other transportation-related tasks exceed the existing budget for Transportation contained in amendment #2.

**Task 2c: Update Comprehensive Plan based upon results of private docket and zoning update**

Purpose: To provide updates to the Comprehensive Plan for consistency with zoning code development and/or resulting from private docket amendment requests recommended for approval by City Council.

Jones & Stokes will prepare Comprehensive Plan text and map amendments to provide consistency with planned zoning code updates as well as potential updates resulting from analysis of private docket amendment requests, described in Task 3e, below.

This task assumes that substantive analysis of docket requests occurs in Task 3e and that Task 2c is limited to preparation of Comprehensive Plan text consistent with the City's direction following Task 3e. A total of 12 docket requests and 1 round of consolidated review is assumed.

**Task 3e: Private Docket Request Review and Analysis**

Purpose: To provide a review and analysis of private docket requests being submitted to the City of Black Diamond by January 4, 2008.

Jones & Stokes will prepare a review and analysis of each of the individual private annual docket requests that are submitted to the City by January 4, 2008. Review and analysis shall consist of:

- Site visit to each individual site that is the subject of a private docket request.
- Development of a map or figure that illustrates each proposal to change land use designation, and possibly a map or figure illustrating all the proposed changes within the City.
- Development of consistent criteria for evaluation of docket requests.
- Developing an analysis of each private docket request based upon compliance with the established criteria.
- Developing a staff recommendation on each private docket request.

Work Product:

- An individual staff report with associated map or figure for each private docket request, up to 12 maximum assumed in this budget.
- A map or figure showing the location of all private docket requests for use in staff report or for illustration in SEPA documentation (see Task 4a below).

**Task 3f: Zoning Map Update**

Purpose: To provide a updated zoning map for the City of Black Diamond.

This task assumes the zoning map will be consistent with Comp Plan land use designations. Jones & Stokes will provide one draft zoning map based upon updated zoning classifications. One consolidated round of review is assumed in this task to produce one final zoning map for the City.

Work Product:

- City of Black Diamond zoning map in electronic file format.
- One hard-copy color zoning map (not to exceed 36" x 48")

#### **Task 4a: Additional SEPA Compliance related to private docket requests**

Purpose: To provide any additional SEPA compliance narrative and/or analysis that may be necessary based upon private docket requests submitted by January 4, 2008.

Jones & Stokes will complete additional work necessary for SEPA documentation resulting from private docket amendment requests that are submitted to the City by January 4, 2008. The assumption is that there will be no more than 12 individual private docket requests submitted.

This task assumes that SEPA compliance will consist of an addendum to existing SEPA documentation or a SEPA checklist. No quantitative modeling of impacts are assumed in this task.

#### **Task 5. Public Meetings for Comprehensive Plan Review**

Purpose: Consultant staff attendance, presentation, and preparation for public meetings and public hearings on the draft Comprehensive Plan.

This task assumes a total of eight public meetings on the subject of the Comprehensive plan will occur in the Spring of 2008. The budget includes hours for preparation and attendance at seven public meetings, since there are some savings associated with this task from budget amendment #2 that can account for the 8th meeting.

#### **Task 5a. Additional Project Management**

Purpose: Due to unanticipated length of project, additional project management funds are necessary for activities such as coordination with subconsultants and city staff on updates to project schedule, additional scope, and other issues related to the successful completion of the project.

This task includes additional hours for coordination between consultant and subconsultant team, as well as coordination with the City, state, and other reviewing agencies for the successful completion of this project.

#### **Task 5b. Project Contingency**

Purpose: The purpose of the project contingency is to be a source of potential funding in case of city staff requests for map prints, hard copies of documents, or additional meetings.

The Project Contingency will only be used with written permission of the City project manager for unforeseen project costs. It is assumed that the City staff will need to provide written authorization to access the Project Contingency funds authorized in this task.

### **III. Schedule & Budget**

Tasks considered in this scope are assumed to occur in the January through April 2008 timeframe. Key dates anticipated for this 2008 process include:

January 4: Close of docket for individual Comprehensive Plan map amendments

Week of February 4: Staff review and analysis of individual Comp Plan amendments

Week of February 25: Planning Commission public hearing on the Comprehensive Plan map amendments and updated Capital Facilities Element

Week of March 3: Planning Commission deliberation and recommendation on Comprehensive Plan update

Week of March 17: Publish SEPA Addendum on Comprehensive Plan update

April 10: City Council hearing on Comprehensive Plan and zoning update

April 17: City Council deliberation and action on Comprehensive Plan and zoning update

A detailed budget for each task is included in the attached spreadsheet.

Work on this project is not anticipated to extend beyond June 30, 2008.

#### **Assumptions:**

Assumptions from the original scope are included below and are considered to remain in effect for this budget amendment.

The scope and budget contained in this document are predicated upon the following provisions, assumptions, and conditions. The purpose of this list is to enumerate and describe mutual expectations and understandings required of all parties to this scope of services in order to complete the project on time and within budget.

- Additional service requests or alterations beyond those described in this document will require supplemental contract modifications or explicit, pre-approved substitutions. We will not perform additional work until we have written authorization.
- This proposal is built upon the assumptions that: 1) the Comprehensive Plan will be updated to the 2025 horizon year without a substantial change in existing vision and policy direction of the existing Black Diamond Comprehensive Plan; and 2) necessary information to update the plan is readily available and no primary research will be required, 3) City staff will provide the

consultant with all available existing background information to accomplish the update, and 4) the consultant will work independently to develop a draft amendment.

- The budget presents cost estimates for each task. Time may be transferred from one task to another due to greater or lesser level of effort, provided that each task shall be completed and the total budget shall not be exceeded.
- Transportation Element: Mirai Associates will be responsible for the quality of their technical analysis.
- Capital Facilities and Utilities Element: This Comprehensive Plan budget augment assumes that the Capital Facilities and Utilities Element will be provided by Berk & Associates.
- Mapping: Maps will be provided in electronic format for future updates by the City. See notes on cost of printing and copying below for billable charges on map reproduction for the City.
- Natural Environment: Our proposal assumes that the Natural Environment Element update will be based in part upon the critical areas ordinance update information being provided by a separate consultant under an existing work program
- Printing and Copying: It is assumed that the City will do all printing and copying of plan drafts, and other documents. The consultant will provide the City with all deliverables in electronic format. The consultant is available for coordination of printing and copying of documents with the City's printing and copying service. If the City requests that the consultant provide printing and copying of documents and maps, the City will be charged the standard Jones & Stokes rates for prints, copies, and maps per the posted 2008 rates.

Table 1. Cost Estimate for City of Black Diamond - Amendment #3

Task	Consulting Staff						Subcontractor			Production Staff				Total Price	
	Munkberg D	Cetise G	Fiedor B	Gifford K	Subtotal		Wahman	Miral	Subtotal	Pub Spec	Admin Tech	Subtotal	Labor Total		
	Proj Dir	Sr Consult I	Assoc Consult III	Assoc Consult II	Subtotal I	Subtotal II									
2b Transportation Element Update (contingency)															
2c Update Comp Plan based upon results of private docket and zoning update	4	12	24		\$2,000	\$8,000	\$680	\$11,070	\$11,750	4		\$280	\$12,260		
3a Private Docket Request Review and Analysis	6	40	16		\$8,000	\$2,720	\$680	\$2,720	\$680	12		\$840	\$3,520		
3f Zoning Map update						\$2,025	\$680	\$2,720	\$680			\$0	\$2,705		
4a Additional SEPA Compliance related to private docket requests	4	10			\$1,770	\$980	\$680	\$5,440	\$5,440			\$0	\$2,460		
5 Public Meetings		28			\$3,220	\$5,440	\$680	\$2,720	\$2,720			\$275	\$3,695		
5a Additional Project Management		6			\$500	\$500			\$0			\$0	\$500		
5b Project Contingency	14	101	40							16	5		\$500		
Total hours	\$155	\$115	\$105	\$100			\$170			\$70	\$55				
Jones & Stokes billing rates	\$2,170	\$11,615	\$4,200	\$500	\$18,485	\$13,600	\$11,070	\$24,670	\$24,670	\$1,120	\$275	\$1,395	\$44,550		
Subtotals															
Total price															\$44,550

**CITY OF BLACK DIAMOND  
TRANSPORTATION ELEMENT UPDATE  
SCOPE OF WORK – SUPPLEMENT 2**

**INTRODUCTION**

This scope of work describes the supplemental tasks (Supplement 2) to be completed by Mirai Associates to update the Transportation Element of the City of Black Diamond Comprehensive Plan as required by the Growth Management Act. This supplement reflects the additional work identified by the City and by Jones & Stokes and reflects the work necessary to provide a completed comprehensive plan update.

**WORK PROGRAM**

**Task 10. Model Update**

Based on the potential zoning land use changes, this task will review the transportation land use assumptions and revised the forecasting model. Using the final zoning map prepared by Jones & Stokes, Mirai will revise the land use assumptions and prepare a revised future year forecast for the Comprehensive Plan. Mirai will review zoning changes based the housing and employment targets within the Traffic Analysis Zones and will create a table showing the result of the land use allocation, which will be the land use base for the travel demand forecasts. This analysis assumes a single land use alternative and a single transportation alternative.

**Task 11. Revised Analysis**

This task will estimate the future transportation impacts based on the revised model forecasts. As was followed in the draft Comprehensive Plan update, the analysis will be limited to evaluation of the future roadway system and identification of potential impacts. Mirai will post-process the future year volumes from the model to calculate the future level of service for each study intersection. Results will be used to identify future transportation deficiencies and needs.

**Task 12. Meetings and Hearings**

Mirai assumes attendance at up to five meetings or public hearings. Additional meetings and hearings may be added on a time and expense basis at the City's written request.

**BUDGET**

A detailed budget breakdown is attached for Supplement 2.

The hours indicated for each task of the scope of work state the expected level of effort needed for Mirai to complete the described work. Mirai reserves the right to reallocate task resources to ensure completion of tasks.

**SUPPLEMENT 2  
Black Diamond Transportation Element Update**

	Principal Consultant	Senior Associate	Planner/Engineer	Graphics/Support	Fee
Labor Rates	180	130	100	50	
Project Management		4		1	570
Model Update	4	12	4		2,680
Revised Analysis		8	24	6	3,740
Meetings and Preparation (up to five)	4	24			3,840
					-
Hours					
Total Labor	8	48	28	7	10,830
Expense (mileage, traffic counts)					240
Total					11,070
Less Remaining Budget (Approx)					
Total					11,070