

RESOLUTION NO. 09-622

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING A CONTRACT WITH GRAY & OSBORNE
FOR THE DESIGN OF THE MORGAN STREET SIDEWALK
PHASE II PROJECT**

WHEREAS, the City applied for and was awarded a \$363,600 Community Development Block Grant, and A \$170,000 grant from the Transportation Improvement Board; and

WHEREAS, the Morgan Street Sidewalk is on the City's Capital Improvement Plan; and

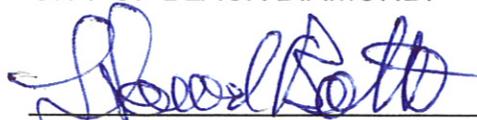
WHEREAS, the City has advertised and has followed procedure in selecting the best qualified engineer for this project;

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 with Gray & Osborne in the amount of \$88,300 for the design and preparation of the project documents for the Morgan Street Sidewalk Project as attached hereto as Exhibit A.

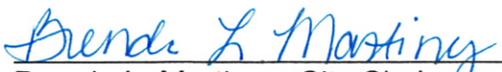
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF AUGUST, 2009.

CITY OF BLACK DIAMOND:



Howard Botts, Mayor

Attest:


Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND

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

PROFESSIONAL SERVICES AGREEMENT

1. Parties

This Agreement is entered into between the City of Black Diamond, King County, Washington ("City"), and **Gray & Osborne, Inc.** ("Consultant"); collectively, the "Parties."

2. Addresses of Parties for Notices

Consultant agrees to accept notices under this Agreement via facsimile. It is the responsibility of Consultant to notify City in writing if any of the contact information appearing below should change. Any notices required to be given by City to Consultant or by Consultant to City shall be in writing and delivered to the parties at the following addresses:

CITY:

CITY OF BLACK DIAMOND
P.O. Box 599 – 24301 Roberts Drive
Black Diamond, Washington 98010
Contact: SETH BOETTCHER
Phone: (360) 886-2560
Fax: (360) 886-2592

CONSULTANT:

GRAY & OSBORNE, INC.
701 Dexter Avenue North, #701
Seattle, WA 98109
Tax I.D. # 91-0890718
Contact: TIM OSBORNE
Phone: (206) 284-0860 / tosborne@g-o.com
Fax: (206) 283-3206

TERMS AND CONDITIONS

1. Effective date

This Agreement is effective as of the 6 day of August, 2009.

2. Description of services

Consultant has been retained by the City to provide professional services in connection with the following Project: **MORGAN STREET & ROBERTS DRIVE SIDEWALKS.** Develop and provide plans, specifications, and cost estimates resulting in bid and construction documents for installation of sidewalks.

3. **Services by Consultant**

- A. Consultant shall perform the services described in the Scope of Services attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Services without prior written authorization from the City.
- B. The City may from time to time require changes or modifications in the Scope of Services. 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.

4. **Schedule of Work**

- A. Consultant shall perform the services described in the Scope of Services in accordance with the Project Schedule attached to this contract as Exhibit "C," with final design and bid documents completed to the satisfaction of the City **no later than October 6, 2009**, and bid review and remaining tasks completed to the satisfaction of the City **no later than January 31, 2010**. If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.
- B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

5. **Compensation**

- LUMP SUM. Compensation for these services shall be a Lump Sum of \$ _____.
- TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed eighty-eight thousand three hundred dollars (\$88,300), as indicated on Exhibit B ("Fee Summary"), without written authorization by the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit B.
- TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Attachment "C."
- OTHER. _____

6. **Payment**

- A. 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.
- B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.

- 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. 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.

7. 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. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of Section 7 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 of Consultant to do further work for City.

8. Suspension and Termination of Agreement

- A. This Agreement may be terminated by the City at any time upon the default of the Consultant or upon public convenience, in which event 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. 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.
- B. The City may suspend this Agreement, at its sole discretion, upon a minimum of seven (7) days' advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. 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.

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

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 6 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City. City agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefore.

11. Indemnification / Hold Harmless

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 out of or resulting from the acts, errors or omissions of the Consultant in defective or negligent performance of this Agreement, except for injuries and damages caused by the primary negligence of the City.

12. 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 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall at all times 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.

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.

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.

13. 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.

14. Independent Contractor

Consultant is and shall be at all times during the term of this Agreement an independent contractor.

15. Governing Law and Venue for Disputes

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

16. Attorneys' Fees

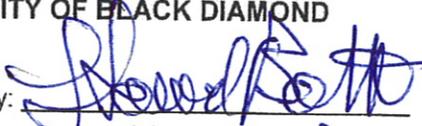
In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

17. Extent of Agreement/Modification

This Agreement, together with any attachments incorporated by reference, represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by express written consent of both parties.

BY ITS SIGNATURE BELOW, EACH PARTY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

CITY OF BLACK DIAMOND

By: 
Print name: HOWARD BOTTS
Title: MAYOR
Date: 8-6-09

CONSULTANT

By: 
Print name: TIM OSBORNE
Title: PRINCIPAL / VICE PRESIDENT
Date: 9/29/09

Attachments

EXHIBIT “A”

SCOPE OF SERVICES

CITY OF BLACK DIAMOND

SCHEDULE A: MORGAN STREET SIDEWALK PROJECT – PHASE II (ABRAMS STREET TO ROBERTS DRIVE)

SCHEDULE B: ROBERTS DRIVE SIDEWALK PROJECT (MORGAN STREET TO CITY HALL)

INTRODUCTION

The purpose of this Contract is for Gray & Osborne, Inc. (G&O) and its subconsultants to provide engineering and related services necessary to develop preliminary and final plans, specifications, and cost estimates (PS&E) resulting in the preparation of bid/construction documents for the bid, award, and construction of:

- Pedestrian walkway (6-foot-wide concrete sidewalks) improvements (including curb and gutter) in and along the northerly side of the Morgan Street corridor (approximately 0.33 mile), more particularly from Abrams Street (termination point of Phase I improvements) to Roberts Drive. Additionally, 6-foot-wide concrete sidewalks will be extended in and along the southerly side of Roberts Drive to City Hall (approximately 0.04 mile).
- Project improvements will be designed and structured under two schedules of work (Schedule A and B) due to funding sources (ability to audit grant expenses). Schedule A work will be for pedestrian improvements in and along Morgan Street and is funded in part with TIB and CDBG funds. Schedule B work will be for pedestrian improvements in and along Roberts Drive and is funded in part with CDBG funds.

The engineering and related services contemplated under this contract scope of work will generally include a planning level analysis regarding the development and construction of the proposed improvements, to include survey and mapping, limited geotechnical assessment and investigation, limited environmental (SEPA) documentation, identifying right-of-way and right-of-way constraints, developing conceptual drawings, conducting a public involvement process, and developing detailed project cost estimates. After the preferred concept is approved by the City, development of final PS&E products and bid/construction documents will be completed, in compliance with City Standards/direction including compliance with applicable TIB and CDBG requirements. No right-of-way acquisition is contemplated. The attached Exhibit A-1 is a location map identifying the approximate location of the facilities. The attached Exhibit A-2 identifies Typical Cross Sections of the proposed improvements as currently contemplated.

Our detailed scope of work is as follows:

Task 1 – Project Management

Objective: To provide overall project management of G&O resources, provide subconsultant management, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, provide client contact, and ensure proper allocation of engineering costs to the various funding agency and/or City.

Task Work

1. Contract execution, internal accounting, and auditing.
2. Internal resource management and prioritization of resources.
3. Oversee QA/QC review(s) of engineering products to include constructability review, risk management assessment, and identification and pursuit of critical path items.
4. Subconsultant coordination and their contract administration.
5. Preparation of monthly progress reports (to be submitted with monthly invoices).
6. Manage and oversee the “schedule of deliverables.”
7. Provide project coordination with utility purveyors known to provide service in the area as well as City Project Manager.
8. Conduct two staff meetings at City Public Works Department. The first will be a kickoff meeting to take place after the survey and geotechnical work have been computed. The second staff meeting will take place at the conceptual (20% to 30%) design level. Conduct a third meeting at CDBG to review the 90 percent plans, specifications, and cost estimates and to review bid procedures/strategy.
9. Ensure engineering product comply with City Standards and funding agency (CDBG and TIB) requirements.

Assumptions

1. G&O will provide standard “G&O” formatted invoices identifying personnel, hours, direct and indirect labor rates/costs, fees, subconsultant costs (with itemized bills), and direct costs (mileage, printing, etc.). Invoices will be provided on a monthly basis, provided costs are incurred.

2. G&O will prepare a transmittal letter with each invoice identifying major task work completed during the period.
3. QA/QC will occur at 30 percent (conceptual), 60 percent (preliminary), and 90 percent (semifinal) levels (see Tasks 5 and 9). City staff will be invited to participate.

City Responsibilities

1. Review and process monthly invoices in a timely fashion.
2. Participate in QA/QC process as desired.

Deliverables

1. Monthly reports of major work completed during invoice period, percentage of major tasks completed to date, and identification of impacts to schedules of deliverables, scope, and budget.
2. Monthly invoices.
3. Original and/or courtesy copies of electronic email, letters, photos, etc., applicable to the development of the Project.

Task 2 – Geotechnical

Objective: To provide the services of a qualified geotechnical engineer(s) to provide limited geotechnical services to aid in the development of design products.

Task Work

A. G&O Work

1. G&O will coordinate work with subconsultant.
2. G&O will review and comment on DRAFT report.
3. G&O will incorporate geotechnical recommendations as warranted.

B. Subconsultant (PanGEO, Inc.) Work

1. Site Reconnaissance/Utility Locate

PanGEO, Inc. will visit the site to conduct a reconnaissance, select and mark boring locations, and coordinate utility clearance prior to our

subsurface exploration program (see Item 2). PanGEO understands that a fiber optic line is located in the vicinity of the project area, and will stay sufficiently away from the fiber optic line based on utility locate markings in the field.

2. Subsurface Exploration

PanGEO will drill five test borings to explore the subsurface conditions in the vicinity of the Roberts Drive and Morgan Street intersection, as distributed below:

- Boring BH-1 will be located at the intersection of Roberts Drive and Morgan Street, within the existing painted traffic island;
- Boring BH-2 will be located east of BH-1, between the intersection and the City Hall;
- Borings BH-3 through BH-5 will be located along Morgan Street, approximately evenly spaced along the alignment.

Borings BH-1 and BH-2 are for design of an infiltration system, and will be drilled to depths of about 15 feet. The remaining three borings will be drilled to a depth of about 5 feet, to provide subsurface data for the design of a porous concrete sidewalk. Soil samples will be obtained using standard penetration test (SPT) at 2-1/2-foot depth intervals in the test borings, or a 3-1/4-inch-diameter split spoon will be used if gravelly soils are present. The test results will be used to correlate the engineering properties of the site soils. Where the borings will be drilled through the existing pavement, the test borings will be patched with concrete once the borings are completed.

3. Laboratory Testing

Representative soil samples will be collected for laboratory testing. PanGEO's testing will include assessment of natural moisture content and grain size distribution. The results of the grain size data will be used to estimate the infiltration rates of the site soils for stormwater design, using the method outlined in the Department of Ecology Stormwater Manual.

4. Report

PanGEO will prepare a draft geotechnical report and submit it to the project team. The report will summarize the results of our geotechnical study, including a site map with approximate test boring locations, description of surface and subsurface conditions (soil and groundwater), feasibility of site soils for infiltration, and the infiltration rates of the site

soils for stormwater design. The draft report will be finalized once PanGEO receives review comments from the project team.

5. Project Meeting/Post Report Consultation

PanGEO will attend one project meeting at the G&O Seattle office to discuss our findings and recommendations. PanGEO will also provide post-report technical support on an as-needed basis.

Assumptions

1. G&O/City will provide PanGEO, Inc. with appropriate digital base maps for use in presenting the results of their investigation.
2. PanGEO will coordinate all field investigation activities with the City and G&O's project staff, including traffic control.
3. PanGEO will coordinate utility locate activities.

City Responsibilities

1. The City will provide Right of Entry and Street Use Permits, as applicable.
2. The City will review and comment on the DRAFT geotechnical report in a timely manner so the subconsultant can prepare Final report.

Deliverables

1. Geotechnical letter report will be included in work product – see Task 5.

Task 3 – Right-of-Way and Topographical Survey and Mapping

Objective: Establish vertical and horizontal control and acquire pertinent topographical features suitable to support preliminary/conceptual design (Task 5) and develop mapping of project corridor. Work shall also identify existing right-of-way lines of Morgan Street and Roberts Drive (within project limits) and all intersecting public rights-of-way (streets).

Task Work

1. Research and acquire public records of survey, plat maps, assessor maps, and related survey data as may be available from public agencies (County and City). Acquire title reports for properties abutting the northerly side of Morgan Street, in the intersection of Morgan Street/Roberts Drive and abutting the south side of Morgan Street/Roberts Drive from the Cemetery Road to the City Hall driveway (for a total of 18 reports).

2. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"-5' vertical. Datum will be per City of Black Diamond standards/requirements.
3. Perform topographical survey of project corridor to include profiling (to 50 feet) of adjacent northerly driveways on Morgan Street and southerly driveways on Roberts Drive. Acquire topographical data within right-of-way and approximately 10 feet northerly beyond right-of-way for mapping and design purposes. Incorporate pertinent topographical information and intersection "legs." Topographical data shall include establishing surface grades, pavement edges, obvious utilities, utility structures, hydrants, valves, fences, major trees and significant landscaping, walkways, major grade breaks, etc.
4. Map survey data and show pertinent topographical features and existing rights-of-way (within project limits).

Assumptions

1. City may elect to notify abutting property owners within project corridor and alert them of our survey work.
2. Access onto private properties will not be prevented in order to acquire the data described above. Where access is denied, this data shall not be acquired nor mapped. G&O assumes survey can be performed on a continuous basis and not "piecemealed" due to multiple site visits caused by property owners preventing access. City may, at its discretion, provide notification to abutting property owners regarding site survey access.
3. The development and/or recording of a "Record of Survey" is not required or included in this scope of work.
4. City-approved horizontal and vertical control/datum is available and accessible within 1/4 mile of the project site.

City Responsibilities

1. City will support survey efforts regarding notification to and inquiries from private property owners.
2. City will provide to Consultant any pertinent survey "control information" they may have in their possession.
3. City will specify survey datum to be used for the project. If not specified by the City, an "assumed" datum will be used.

Deliverables

1. Copy of electronic field data collected for project, as well as copy of any survey notes, calculations, plat maps, assessor maps, etc., pertinent to the project.
2. Hard copy and electronic file of survey mapping product(s).

Task 4 – Utility Data Acquisition/Hydraulic Analysis (Storm)

Objective: Acquire record drawings and/or “as-built” information from utility purveyors known to provide service in the project corridor. Conduct a “mini” stormwater analysis (T.I.R.) of the tributary area and size storm facilities (detention/treatment), and/or infiltration sizing for this project.

Task Work

1. Provide written requests for all utility purveyors known to provide utility service in the project area.
2. Review data provided by utility purveyors and incorporate into design products generated in Task 5 and future phases of the Project as may be applicable.
3. Conduct a “limited” hydraulic analysis (T.I.R.) based on review of survey data acquired for this project, and contour maps and surface water comprehensive maps and plans provided by City of Black Diamond. This analysis shall be used to develop hydraulic data to determine pipe size and slope recommendations for collection, treatment, and/or detention of surface flows tributary to the proposed improvements (within project area).

Assumptions

1. Utility purveyors will provide requested information in a timely manner.
2. Information provided by utility purveyors is suitable for this phase of the Project and shall be relied on by the Consultant in developing products delivered in Task 5.
3. G&O can rely on information provided by City as being accurate for the purposes so intended.

City Responsibilities

1. City to provide maps and pertinent information on existing infrastructure and contour mapping as may be available. City to provide copy of contract documents from previous project (Phase I contract documents) as well as any other pertinent information regarding storm system, previous storm modeling, and other information as may be available on City-owned utilities.

Deliverables

1. Upon City request, Consultant will provide copy of any utility infrastructure record drawings or “as-built” drawings received from non-City-owned utility purveyors.

Task 5 – Conceptual Plan Development/Pre-design Report

Objective: To use information generated in Tasks 1 through 4 to develop a conceptual layout for pedestrian improvements for the City’s evaluation, review, and comment. Prepare “mini” Pre-design Report which identifies design parameters and includes conceptual design.

Task Work

1. Coordinate with adjacent property owners/developers (in particular, Berke property) regarding development of City project to include coordinating project development with property owner(s) as required and directed by the City. City staff to help facilitate this coordination.
2. Develop a “strip map” of the project corridor to include survey data and pertinent utility information. Mapping products will be used in development of conceptual design for proposed new impacts to include curb, gutter, and sidewalks, and storm drainage.
3. Develop two alternatives for extending and constructing the pedestrian facilities in the project corridor. Concepts will consider construction of a uniform cross section in and along this corridor. The second concept will consider meandering the sidewalk to avoid major and/or significant landscaping, private improvements, and geometric or environmentally sensitive areas. Design products will evaluate both pervious and non-pervious surfacing materials.
4. Develop construction cost estimates of the two concepts for City review and comment.

5. Prepare both a draft and final predesign report of the concepts including photographs, computer renderings (see Task 6), typical cross sections, and strip map(s). Report will include identification of right-of-way, right-of-way or easement "needs" caused by proposed construction of improvements, discuss construction methods and materials, include geotechnical "letter report" (see Task 3), identify storm drainage enhancements (water garden to be designed at/near intersection of Morgan/Roberts Drive as approved by City Public Works Director), identify obvious utility conflicts/impacts, include detailed construction cost estimates for various alternatives, include applicable public involvement elements (see Task 6) as may be desired by the City Public Works Director, and provide an engineer's recommendation based on City input. The City will be provided the draft report for review and comment. Applicable City review comments will be incorporated into the final report.
6. Perform QA/QC reviews at this 30 percent (conceptual) level. Review will be conducted with key design team members, City staff (if available), and oversight provided by Principal-in-Charge (see Task 1). QA/QC will include review/input regarding alignment, constructability issues, proposed design/construction elements, risk management issues, utility impacts, right-of-way/easement issues, schedule, budget, and quality of deliverables.

Assumptions

1. Strip maps will be prepared at 1"=20' full size and at scale suitable for inclusion in reports.
2. Reports (two copies) will be in 8-1/2" x 11" format (exhibits may be 11" x 17") and prepared under the direction of the Consultant Project Manager/Engineer.
3. Plan and profile sheets (two copies) will be at a scale of 1"=20' horizontal and 1"=5' vertical.

City Responsibilities

1. Assist in coordination with adjacent property owners.
2. Provide timely review (and comment) of products generated for this task.
3. Review final report and provide recommendation and direction regarding ongoing design.

Deliverables

1. Two each draft Predesign Report.
2. Two full-size (1"=20') and two half-size strip maps with alternative analysis concepts shown thereon.
3. Two copies of plan and profile sheets of project corridor with plan view "concepts" only (not profile).
4. Two each final Predesign Report.

Task 6 – Public Involvement Process

Objective: To solicit input from abutting property owners on project for City evaluation in developing project. To assist City Public Works Director in Public Involvement Process.

Task Work

1. Develop two generic computer renderings (enhanced photographs with proposed features imposed thereon) of proposed improvements (concepts) for City Council meetings.
2. Coordinate with City Public Works Director for public involvement process which will consist of contacting individual property owners on the north side of Morgan Street by letter and setting up on-site meetings with them. Draft a letter for this purpose for City review. Review handouts, exhibits, renderings, schedule, etc. (Consultant-generated products), for use in meetings.
3. Stake back of proposed sidewalk along the north side of Morgan Street, approximately one stake every 50 feet and a minimum of one per property. Property corners will not be staked.
4. Conduct 11 on-site meetings with individual property owners during the course of two evenings. Answer questions, and prepare and provide information and handouts.
5. Prepare "memo" to City Public Works Director summarizing Consultant Project Manager's notes from individual property owner meetings.

Assumptions

1. Letter to property owners will be mailed out by the City. Letter will be drafted by G&O.

2. Two computer renderings and exhibits will be prepared for display only (not handouts).
3. The individual meetings will take place during two evenings.

City Responsibilities

1. City will provide timely comments on “draft” information, exhibits, etc., generated by Consultant to be used in property owner meetings.
2. City will notify property owners by letter and set up meeting times during the course of two alternative evenings.
3. City will participate in property owner meetings.

Deliverables

1. Computer renderings (full size, 24" x 36"), strip maps with concepts at 1"=20' scale, and individual plan sheets showing the proposed frontage improvements for each parcel on the north side of Morgan Street.

Task 7 – Complete Preliminary (60%) and Semifinal Design Document Preparation (90%)

Objective: Develop preliminary design/bid/construction documents (60% level) based on conceptual design documents (30% complete). Project documents will be segregated into separate schedules of work for auditing purposes as required/desired by the City. City to develop and process all permits required for the development of this project. Develop semifinal (90%) design/bid/construction documents of same.

Task Work

1. Prepare and submit 60 and 90 percent project specifications (two copies) to include proposal, contract, and bonding forms (some of these documents may be furnished by City as “City Standard”). This work assumes project specifications (including Special Provisions) will be based on the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction (2008). Prepare and submit updated and detailed engineering construction cost estimate at interval listed above for City review.
2. Prepare and submit DRAFT SEPA Checklist for City review and comment.

3. Prepare and transmit two copies of 60 and 90 percent plans/drawings (to include special details). The plans will incorporate applicable City Design Standards, WSDOT Design Standards, MUTCD Standards, ADA Standards, and AASHTO Manual Guidelines.

Assumptions

1. CDBG to perform all environmental services required for the project with the exception of SEPA documentation.

City Responsibilities

1. City to perform timely review of all consultant submittals.

Deliverables

1. Three sets of plans, specifications, and cost estimates for the 60 and 90 percent submittals.

Task 8 – Final Design Document Preparation (PS&E)

Objective: Prepare final project plans, specifications and cost estimates sufficient for bidding and constructing the project. Project documents will be segregated into separate schedules of work for auditing purposes as required/desired by the City.

Task Work

1. Prepare and submit final project plans (two copies) to City to include incorporation of all previous applicable and relevant City comments. Revise “contract documents” to incorporate final City comments (as applicable).
2. Prepare and submit final project specifications (two copies) to include contract, proposal, bonds, and insurance requirements, per City review and direction. Incorporate revisions or all previous applicable and relevant City comments. Prepare final and detailed engineer’s construction cost estimate (estimate of probable cost).
3. Prepare and submit FINAL SEPA Checklist for City threshold determination and participate.

Assumptions

1. CDBG to perform all environmental services required for the project with the exception of SEPA documentation.

City Responsibilities

1. City to perform timely review of all consultant submittals.

Deliverables

1. Three sets of plans and specifications.

Task 9 – Quality Assurance/Quality Control (QA/QC)

Objective: Provide QA/QC reviews of engineering products to enhance overall quality of products.

Task Work

1. Conduct three QA/QC reviews at 30 percent (kickoff), 60 percent (preliminary), and 90 percent (semifinal) by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product. City will be invited participate. Note: Final QA/QC occurs in Task 8.
2. Prepare memorandum regarding QA/QC meetings.

Assumptions

1. City will participate in one or all of QA/QC meetings.

Consultant Responsibilities

1. Prepare memorandum regarding QA/QC meetings.

Deliverables

1. Copy of QA/QC memorandums for City files.

Task 10 – Bid and Award Services

Objective: Assist City in bidding and award services.

Task Work

1. Prepare bid advertisement(s) for publication for City review and use.
2. Prepare and transmit both electronic and hard copies of bid documents to City. Coordinate with City's use of Builders Exchange for bid document distribution.

Assumptions

1. City will approve project for bid.
2. Funding agencies will approve project for bid.

City Responsibilities

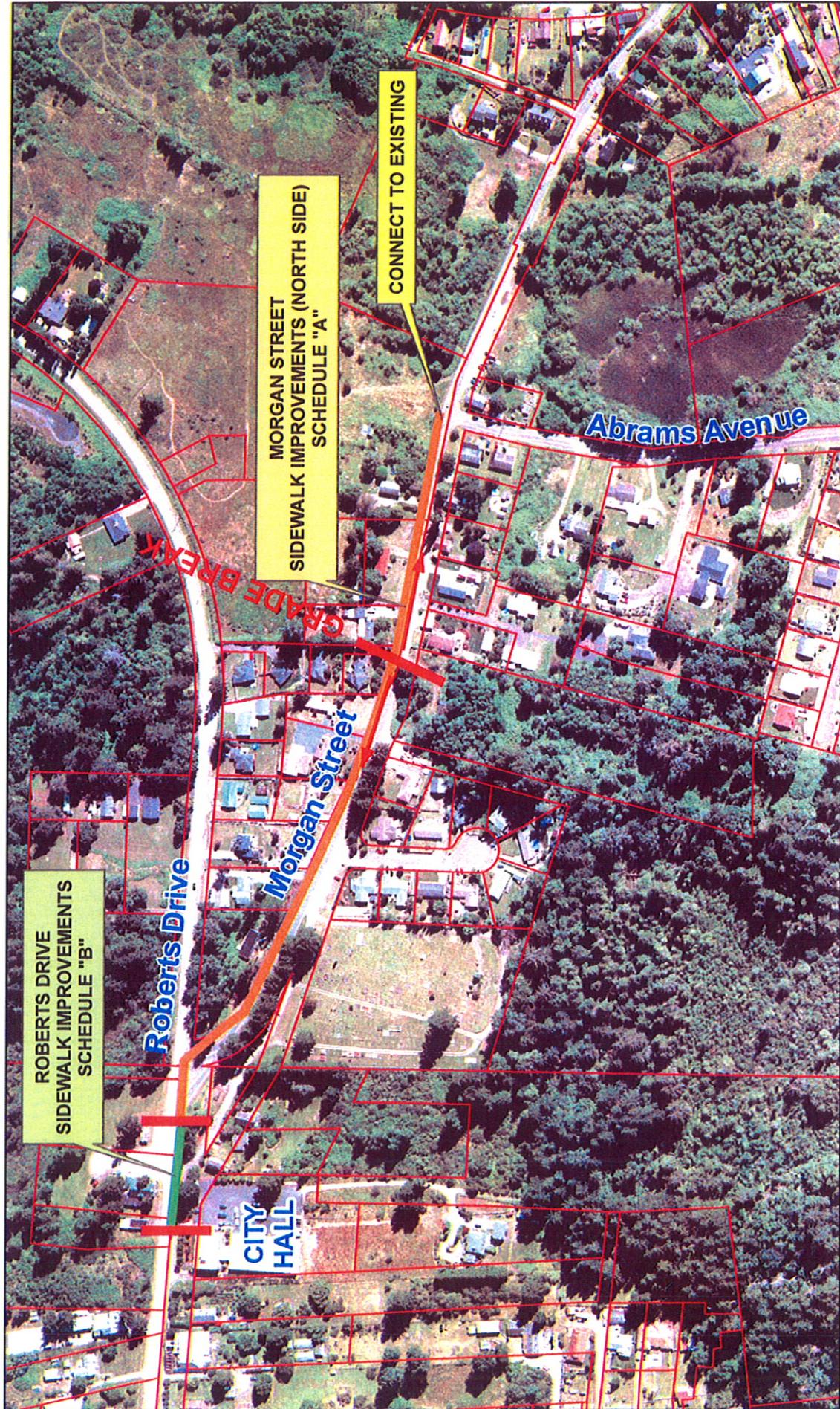
1. City will coordinate bid phase.

Consultant Responsibilities

1. G&O will prepare addenda and provide design interpretation as required.
2. Prepare and distribute the bid tabulation.
3. Check the bid proposals and references and make a recommendation to award.

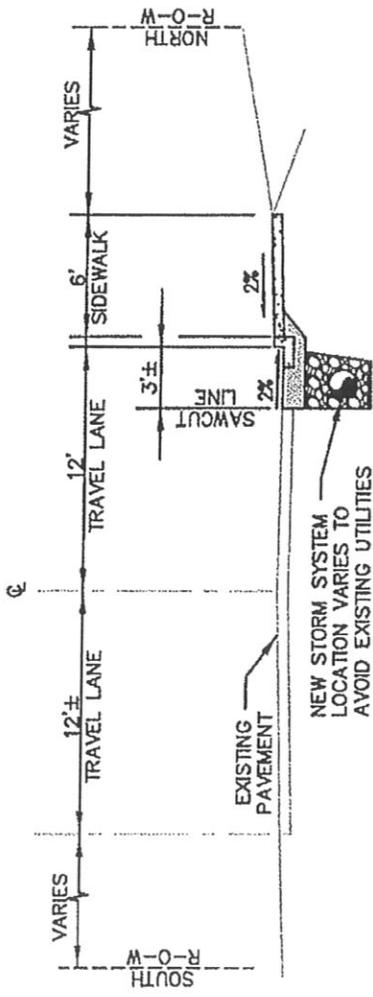
Deliverables

1. Electronic file of all plans and specifications and addenda (as may be applicable).
2. Hard copy of plans (two copies) and specifications (two copies) and cost estimates to include any addenda (as may be applicable).



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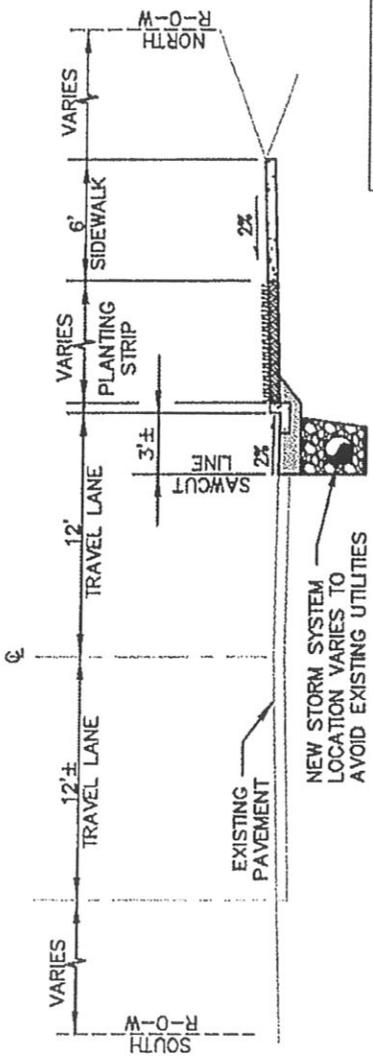
EXHIBIT "A-1"
CITY OF BLACK DIAMOND
SIDEWALK IMPROVEMENTS - PHASE II



TYPICAL CROSS SECTION

NO PLANTER

NOT TO SCALE



TYPICAL CROSS SECTION

WITH PLANTER

NOT TO SCALE

CITY OF BLACK DIAMOND
 SIDEWALK IMPROVEMENTS PHASE 2
 EXHIBIT A-2



Gray & Osborne, Inc.
 CONSULTING ENGINEERS

EXHIBIT "B"

FEE SUMMARY

Project: City of Black Diamond
 Sidewalk Improvement Project (Schedules A and B)
 G&O #09467

| Task No. | Description | Estimated/Rounded Fee (Both Schedules) | | | |
|-----------------|---|--|----------------|-----------------|-------------|
| | | Gray & Osborne | Subconsultant | Total | % of Total |
| 1 | Project Management | \$3,500 | \$0 | \$3,500 | 4% |
| 2 | Geotechnical | \$700 | \$7,566** | \$8,266 | 9% |
| 3 | Survey/Mapping | \$17,000 | \$0 | \$17,000 | 19% |
| 4 | Utility Data Acquisition/Hydraulic Analysis | \$3,300 | \$0 | \$3,300 | 4% |
| 5 | Conceptual Phase | \$6,500 | \$0 | \$6,500 | 7% |
| 6 | Public Involvement/Staff Meetings | \$8,400 | \$0 | \$8,400 | 10% |
| 7 | Preliminary Design Phase | \$29,600 | \$0 | \$29,600 | 34% |
| 8 | Final Design Phase | \$7,500 | \$0 | \$7,500 | 8% |
| 9 | QA/QC Program | \$2,100 | \$0 | \$2,100 | 2% |
| 10 | Bid/Award | \$2,134 | \$0 | \$2,134 | 2% |
| Subtotal | | \$80,734 | \$7,566 | \$88,300 | 100% |

*Includes expenses.

**Includes 10 percent Administrative Overhead

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

*City of Black Diamond - Design Services - Schedule A
(Incl. Geotechnical Service)*

| | | | | | |
|---|--------------|---|-------------|-------------------------------|-----------|
| Prepared by Timothy J. Osborne, P.E. | | | | Date April 14, 2009 | |
| Project Schedule A: Sidewalk Improvement Project (Morgan Street) | | | | | |
| Direct Salary Cost (DSC) | | | | | |
| Classification | Hours | | Rate | Cost | |
| Principal/Principal In Charge | 12 | x | \$56 | = | \$ 672 |
| Project Manager/Engineer | 162 | x | \$42 | = | \$ 6,804 |
| Civil Engineers | 192 | x | \$33 | = | \$ 6,336 |
| Traffic Engineer | 0 | x | \$42 | = | \$ - |
| Structural Engineer | 2 | x | \$44 | = | \$ 88 |
| Technician/Drafter/E.I.T. | 176 | x | \$28 | = | \$ 4,928 |
| Environmental Technician/Specialist | 6 | x | \$32 | = | \$ 192 |
| Survey Crew | 36 | x | \$66 | = | \$ 2,376 |
| Professional Land Surveyor | 12 | x | \$42 | = | \$ 504 |
| Field Inspector/Resident Engineer | 0 | x | \$32 | = | \$ - |
| TOTAL DSC | | | | | \$ 21,900 |
| OVERHEAD (OH @ 171.00% x \$21,900) | | | | | \$ 37,449 |
| SUBTOTAL, DIRECT LABOR COSTS AND OVERHEAD | | | | | \$ 59,349 |
| FIXED FEE (FF) FF @ 15% x \$59,349 | | | | | \$ 8,902 |
| REIMBURSABLES | | | | | |
| Mileage (@ allowable IRS rate*), Photographs, Printing, Title Reports, and Miscellaneous Items (assessor maps, plat maps, records of survey, etc.) *Currently \$0.55/mile. | | | | | \$ 5,183 |
| SUBCONSULTANT COST, INCL. 10% ADMIN. OVERHEAD Geotechnical (PanGEO, Inc.) | | | | | \$ 7,566 |
| GRAND TOTAL (WITH MRF) | | | | | \$ 81,000 |

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Black Diamond - Design Services - Schedule B

| | | | | | |
|---|--------------|---|-------------|-------------------------------|-----------------|
| Prepared by Timothy J. Osborne, P.E. | | | | Date April 14, 2009 | |
| Project Schedule B: Sidewalk Improvement Project (Roberts Drive) | | | | | |
| Direct Salary Cost (DSC) | | | | | |
| Classification | Hours | | Rate | | Cost |
| Principal/Principal In Charge | 1 | x | \$56 | = | \$ 56 |
| Project Manager/Engineer | 12 | x | \$42 | = | \$ 504 |
| Civil Engineers | 12 | x | \$33 | = | \$ 396 |
| Traffic Engineer | 0 | x | \$42 | = | \$ - |
| Structural Engineer | 0 | x | \$44 | = | \$ - |
| Technician/Drafter/E.I.T. | 8 | x | \$28 | = | \$ 224 |
| Environmental Technician/Specialist | 1 | x | \$32 | = | \$ 32 |
| Survey Crew | 2 | x | \$66 | = | \$ 132 |
| Professional Land Surveyor | 1 | x | \$42 | = | \$ 42 |
| Field Inspector/Resident Engineer | 0 | x | \$32 | = | \$ - |
| TOTAL DSC | | | | | \$ 1,386 |
| OVERHEAD (OH @ 171.00% x \$1,386) | | | | | \$ 2,370 |
| SUBTOTAL, DIRECT LABOR COSTS AND OVERHEAD | | | | | \$ 3,756 |
| FIXED FEE (FF) FF @ 15% x \$3,756 | | | | | \$ 563 |
| REIMBURSABLES | | | | | |
| Mileage (@ allowable IRS rate*), Photographs, Printing, Title Reports, and Miscellaneous Items (assessor maps, plat maps, records of survey, etc.) *Currently \$0.55/mile. | | | | | \$ 2,981 |
| SUBCONSULTANT COST, INCL. 10% ADMIN. OVERHEAD Geotechnical (PanGEO, Inc.) | | | | | \$ - |
| GRAND TOTAL (WITH MRF) | | | | | \$ 7,300 |