

RESOLUTION NO. 12-828

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROTH HILL, LLC TO PROVIDE THE DESIGN ENGINEERING FOR THE 5TH AVENUE WATER MAIN REPLACEMENT PROJECT.

WHEREAS, the City received a \$160,000 King County Community Development Block Grant (CDBG) for the 5th Avenue Water Main Replacement Project; and

WHEREAS, private firms on the City's Municipal Research Services Center consultant roster providing water main engineering design services were invited to submit Statements of Qualifications for review and consideration; and

WHEREAS, after the three firms that submitted their qualifications were interviewed by a panel consisting of City staff and one King County CDBG project manager, the panel unanimously recommended Roth Hill, LLC as the firm most capable of providing the design engineering for this project;

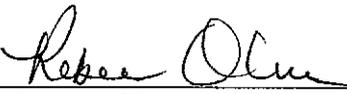
WHEREAS, City staff has worked out an acceptable scope of work and the City attorney has reviewed the contract;

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

Section 1. The Mayor is hereby authorized to execute a Professional Services Agreement with Roth Hill, LLC to provide design engineering services for the 5th Avenue Water Main Replacement Project, substantially in the form attached hereto as Exhibit A.

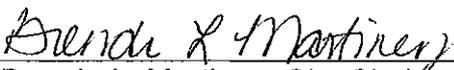
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF AUGUST, 2012.

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:



Brenda L. Martinez, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated August 16, 2012 and 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: Seth Boettcher Phone: 360-886-5711 Fax : 360-886-2592

and

Roth Hill, LLC ("Consultant")

11130 NE 33rd Place, Suite 200

Bellevue, WA 98004

Contact: Laurie Fulton Phone: 425-869-9448 e-mail LFulton@rothhill.com

Tax Id No.: 91-2149132

for professional services in connection with the following project:

(Description of project) (the "Project").

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 execution of this agreement.

3. Compensation

TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$45,474.07 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."

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. . 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. 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 negligent acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages to the extent caused by or arising out of the concurrent 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.

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 and King County Housing and Community Development 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.

13. Notice

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

City: Seth Boettcher, Public Works Director
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010
Fax: 360-886-2592

With a copy to: Chris Bacha
Kenyon Disend, PLLC
11 Front Street South
Issaquah, WA 98027
Fax: 425-392-7071

Consultant: Laurie Fulton, P.E.
Roth Hill, LLC
11130 NE 33rd Place, Suite 200
Bellevue, WA 98004

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/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.

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 Consultant further covenants that, in performance of this Contract, no person having any such interest shall be employed by the Consultant. 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 Contractor warrants and represents that the Contractor has not, nor has any other member, employee, representative, agent or officer of the Contractor, 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.

CITY OF BLACK DIAMOND

By: Rebecca Olness
Rebecca Olness

CONSULTANT

By: Laurie Fulton
Printed Name: Laurie Fulton

Its: Mayor

Date: 8/21/12

Its: Principal

Date: 8/22/12

Attest:

By: Brenda L. Martinez
Brenda L. Martinez
City Clerk

EXHIBIT "A"
SCOPE OF WORK

City of Black Diamond
5th Avenue AC Watermain Replacement
Design Services

Roth Hill, LLC

PROJECT DESCRIPTION

Roth Hill, LLC will provide professional design engineering services for replacing existing small diameter asbestos cement (AC) water main with 8-inch diameter ductile iron (DI) water main, in order to replace aging infrastructure on 5th Avenue in the City of Black Diamond. Design includes fire hydrants, valves, meters, other appurtenances and pavement overlay and surface restoration. Roth Hill will provide topographic basemaps, drawings, specifications and construction cost estimates.

SCHEDULE

The City requests that the project bid in January or February, 2013 and that construction be completed by October 1, 2013.

SCOPE OF WORK

This Scope of Work consists of 1) Project Management, 2) Design Services and 3) Construction Phase Services, and 4) Supplemental Services.

PROJECT MANAGEMENT

- A. Manage all tasks, staff for design and construction phase services.
- B. Develop project schedule.
- C. Communicate on a regular basis with City regarding design progress, issues, costs, and schedule.
- D. Administer monthly Consultant invoicing to City for services provided.

City Responsibilities and Assumptions:

- Meeting room for City-Consultant meetings, as required.

Deliverables:

- Detailed project schedule (hardcopy)
- Monthly invoice.

DESIGN SERVICES

- A. Research and Scoping
 - Attend one meeting (1 Roth Hill attendee), which includes site visit, with City personnel to review City standards, specific project work elements, priorities and schedule.

- Identify necessary work products to support development of plans and specifications
- Research, collect and assemble available existing data documents for City and private utility contract record drawings (as-builts).

B. Topographic Survey and Preparation of Base Drawings

- Perform field topographic survey to identify existing surface conditions within project limits using electronic surveying equipment and one or two-person crew.
 - Survey limits to include location of existing water meters, edge of pavement on each side of the street, plus hydrants, pavement patches and other water appurtenances located within public right-of-way or easement.
 - Field survey to include available underground-utility paint-mark locates and surface indications of underground features prior to topographic survey. Field survey does not include potholing underground utilities.
- Request and obtain available franchise utility companies' construction record drawing information including underground power, gas, telephone, fiber optic, and other known utilities and incorporate into the base drawings.
- Coordinate underground utility locates (through services of a utility locates service hired by the City) for City and franchise utilities to confirm horizontal locations of existing utilities. Services will include the following:
 - Preliminary research and review of available City and utility companies' record drawings to confirm approximate locations.
 - Provide maps, as required, showing limits for utility locates.
 - Respond to questions from utility locates company.
- Coordinate exploratory potholing of buried utilities (through services of a vactor service company hired by the City) for City and franchise utilities to confirm horizontal locations and depths of existing utilities. Services will include the following:
 - Preliminary research and review of available City and utility companies' record drawings to confirm approximate locations.
 - Provide instructions and maps showing pothole locations.
 - Respond to questions from vactor service company.
- Reduce field data and prepare base drawings for design. Base drawings will be established using 1 inch = 20 feet drawing scale and will include one-foot contour intervals.
- Horizontal and vertical control will be NAD 83 (NSRS 2007) Horizontal datum and NAVD 88 Vertical Datum. GPS surveying methodology will be employed where practical and feasible.

C. Schematic Design (30%) Documents

- Perform field reconnaissance for approximately 900 linear feet of main replacement. Take and catalog digital photos to document significant existing features and conditions.
- Review the City's available Water, Sewer and Storm Utility construction record drawings and GIS base maps, incorporate pertinent utility, parcel,

right-of-way line and address information into the base drawings. City to provide both hard copy and electronic files of the Water, Sewer and Storm Utility maps where available.

- Meet with City staff on site to review design requirements and to verify locations of existing features and conditions as they relate to the design.
- Prepare plan and profile design drawings showing base drawing information (existing topographic survey, utility, and parcel/right-of-way line information), proposed alignment of water mains, proposed locations of gate valves, hydrants and services, existing water mains to be abandoned or removed,
- Prepare preliminary Opinion of Probable Construction Cost (OPCC) showing bid items, quantities, unit costs, and total probable costs for construction of proposed improvements totaled by all locations into one spreadsheet.
- Conduct in-house quality assurance (QA) review.
- Communicate with City staff to discuss City's Draft Design review comments.

D. 90% Design Documents

- Incorporate City's schematic design review comments and CDBG documents into drawings, Contract Documents and OPCC.
- Provide final detail on drawings; such as, call-outs for connections to existing system, fittings, valves, hydrants, services, and water meters; complete project-specific details and notes including ones pertaining to pavement restoration; and standard construction and TESC notes.
- Obtain and incorporate the relevant City's Standard Details into drawing set.
- Obtain and incorporate the City's Standard Details and Specifications into the design drawings and contract documents. The City's Standard Specifications will be used, with supplemental specifications provided by Consultant and modified, as necessary, for this project.
- Prepare draft Contract Documents including City's boilerplate advertisement for bid, bid proposal, contract and Special Provisions sections.
- Obtain and incorporate CDBG documents.
- Conduct in-house quality assurance (QA) review.
- Prepare OPCC based on 90% design.
- Submit three sets of Final Contract Documents and OPCC to City for review by City and CDBG.
- Communicate with City staff to discuss City's review comments

E. Final Design Documents

- Incorporate City's 90% design review comments, and CDBG review comments, into drawings, Contract Documents and OPCC.
- Provide final detail on drawings; such as, call-outs for connections to existing system, fittings, valves, hydrants, services, and water meters; complete project-specific details and notes including ones pertaining to pavement restoration; and standard construction and TESC notes.
- Conduct in-house quality assurance (QA) review.
- Submit three sets of Final Contract Documents and OPCC to City for review by City and CDBG.
- Communicate with City staff to discuss City's review comments

F. Permits

- Develop and submit Joint Aquatic Resources Permit Application (JARPA).
- Coordinate with Washington State Department of Fish and Wildlife, as required, to obtain Hydraulic Project Approval (HPA).

G. Bid Documents

- Finalize drawings and Contract Documents for bidding by incorporating City's Final Design review comments.
- Conduct in-house quality assurance (QA) review.
- Scan and upload bid documents electronically to Builder's Exchange.

H. Bidding Services

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

I. Coordination with King County/CDBG

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

Assumptions:

- Stream buffer delineation, studies, and reports are not required.
- No City-issued permits will be required.
- SEPA will not be required.
- Specification technical sections will be based on City of Bellevue Utilities specification format, including sections or portions of sections as applicable to this project.

City Responsibilities:

- Meeting room for City-Consultant conferences.
- Provide available water, sewer, and storm utility maps.
- City contract with utility service locates company to provide locates for all buried utilities.
- City contract with vactor company to pothole proposed AC water main crossings.
- Assist utility locates service, as required, by field marking locations of water and sewer.
- Field mark extents of existing asphalt pavement areas to be replaced by contractor before design survey.
- City will provide electronic standard boilerplate Contract Documents, General Information and Special Provisions to the Standard Specifications.
- City and CDBG turnaround time for review comments shall be two weeks for Draft submittal, three weeks for Final submittal.
- City to administer distribution of bid/contract document sets to prospective bidders, distribute addenda as necessary, receive bids, prepare bid

tabulation, review apparent low bidder references, and prepare recommendation for contract award.

- City to provide bid abstract to appropriate newspapers and pay for publication.
- Review and approve construction record drawings.
- It is assumed no easements or right of entry permits will be required.
- Additions to the scope of work will be performed as SUPPLEMENTAL SERVICES.

Deliverables –Schematic Design Drawings:

- Submit two sets of full-size (22"x34") and one set of half-size (11"x17") drawings and preliminary OPCC to City for review.

Deliverables –90% Design Documents:

- Submit two sets of Contract Documents (hard copy), two sets of full-size (22"x34") and one set of half-size (11"x17") drawings and draft OPCC to City for review.
- Submit one set of Contract Documents (hard copy) and one set of half-size (11"x17") drawings and draft OPCC to CDBG for review.

Deliverables – Final Design Documents:

- Submit two sets of Contract Documents (hard copy), two sets of full-size (22"x34") and one set of half-size (11"x17") drawings and final OPCC to City for review.
- Submit one set of Contract Documents (hard copy) and one set of half-size (11"x17") drawings and draft OPCC to CDBG for review.

Deliverables – Bid Set:

- Submit one unbound master set of bid/contract documents with half size (11"x17") drawings.
- Submit 4 sets of comb bound Bid/Contract Documents with half size (11"x17") drawings and final OPCC to City for review.
- Submit one full size (22"x34") sets of plan drawings.
- Submit electronic copy of final Plan Drawings, Contract Documents and OPCC.
 - Plan drawings will be developed in AutoCAD 2009 at Roth Hill's office and submitted to City as ACAD 2009, or earlier version if requested. A .pdf of all of the drawing sheets will also be submitted.
 - Contract Documents will be in PDF format.
- OPCC will be in Microsoft Excel format.

CONSTRUCTION PHASE SERVICES

J. Design and Engineering Support During Construction:

The Consultant will provide design support as requested by the City to provide guidance on potential construction conflicts, specific questions, etc. The budget for this task is based on a typical level of design support for a few issues that may occur

during construction. If major differing site conditions or complex issues are identified, additional fees may be required.

K. Construction Record Drawings:

The Consultant will use the Contractor's and/or City's marked up field drawings, and GPS data if provided, to prepare ACAD-format construction record drawings using the original design ACAD files as the base drawings. This service will be accomplished by the Consultant's ACAD drafter/designers located at the Consultant's office. Construction record drawings will reflect the completed permanent water improvements. Right-of-way lines, property boundaries, etc. will be retained from the design drawings.

City Responsibilities and Assumptions:

- Provide Construction Inspection
- Monitor Contractor's construction as-built field records (redlines) to ensure correct and current throughout construction.
- Review and approve construction record drawings.

SUPPLEMENTAL SERVICES

- L. Provide additional services as may be required to complete the project that are requested and authorized by the City.
- Roth Hill will submit a budget estimate for Supplemental Services if requested by the City.
 - Roth Hill will not commence work on any supplemental services work until Roth Hill receives written authorization from the City to proceed with any Supplemental Services.

SERVICES NOT INCLUDED

The following services are not a part of this Agreement. If the City chooses to add one or more of the following services to this Scope of Work, then this Agreement shall be modified in terms of an addition to the total compensation to be paid to the Consultant and an appropriate extension of time (as necessary) to the Consultant's schedule.

1. All Permit related services, except development and submission of JARPA and coordination with Washington State Department of Fish and Wildlife for HPA.
2. Coordination with City of Black Diamond's Fire Marshall regarding review and approval of proposed improvements.
3. Hydraulic network analysis of existing and/or proposed water system to verify proposed pipe sizes.
4. Underground utility potholing and any associated field surveying to confirm horizontal and vertical locations of existing water mains and other existing utilities at various locations.
5. Attendance at bid opening, preparing bid tabulation, review apparent low bidder references, and prepare recommendation for contract award.
6. Easements and related services.
7. Geotechnical exploration/report.
8. Stream buffer delineation and environmental studies and reports.

9. Coordination with property owners.
10. Construction inspection and construction administration.

END OF EXHIBIT "A"

EXHIBIT "B"
DESIGN & CONSTRUCTION SUPPORT SCHEDULE

City of Black Diamond
5th Avenue Watermain Replacement

Design contract executed	August 17, 2012
90% Design complete	November 5 th , 2012
Bid documents complete for King County CDBG review	December 3, 2012
Bid document finalized	January 10, 2013
Bid advertisement	January / Feb, 2013
Bid opening	Feb, 2013
Construction start*	August , 2013
Construction completion	September, 2013
Construction record drawings complete	November, 2013

Construction start subject to conditions of Hydraulic Project Approval (HPA)

**EXHIBIT C
SCHEDULE OF HOURLY RATES**

Roth Hill, LLC. fee schedule by staff and reimbursable expense classification
as of November 01, 2011. Rates are subject to modification.

Staff Time

<u>Classification</u>	<u>Hourly Billing Rate Range</u>	
EIT / Sr. Designer	\$79.00	\$115.00
Civil Specialist	\$80.00	\$153.00
Engineer	\$95.00	\$166.00
Project Manager	\$154.00	\$168.00
Planner	\$94.00	\$121.00
Technician	\$70.00	\$74.00
CAD (includes mapping and GIS)	\$91.00	\$106.00
Construction Services Specialist	\$80.00	\$153.00
Construction Representative	\$96.00	\$111.00
Senior Surveyor	\$84.00	\$115.00
Surveyor	\$55.00	\$104.00
Project Surveyor (PLS)	\$125.00	\$141.00
Administrative	\$32.00	\$87.00
Administrative Lead	\$88.00	\$151.00
Director / Principal / Sr. Engineering Consultant	\$163.00	\$188.00

Reimbursable Expenses

Travel

Vehicle Mileage	IRS Standard Rate (currently \$0.555)
Miscellaneous Travel - Parking, Tolls, Taxi Fares, etc.	Actual cost without markup

Prints

Black & White Prints (up to 11x17)	\$1.25	per sheet
Color Prints (up to 11x17)	\$1.50	per sheet
Large Format Prints	\$7.50	per sheet
CD Production	\$2.00	per cd

Computer Station

\$10.00 per hour

Map/Drawing Scanning

\$5.00 per sheet

Field Equipment

Flo-Tote (flow monitoring)	\$30.00	per day
Turbidimeter (water quality monitoring)	\$5.00	per day
Survey - Digital Level	\$5.00	per hour
Total Station	\$10.00	per hour
Robotic Total Station	\$15.00	per hour
GPS/RTK	\$20.00	per hour

No charges are billed for the following items:

1. Long distance phone calls
2. Fax services
3. Postage
4. Photocopy paper or stationary for in-house production
5. In-house Photocopy - no "per copy" charge, but related labor is billed

Exhibit "C"
BUDGET SUMMARY

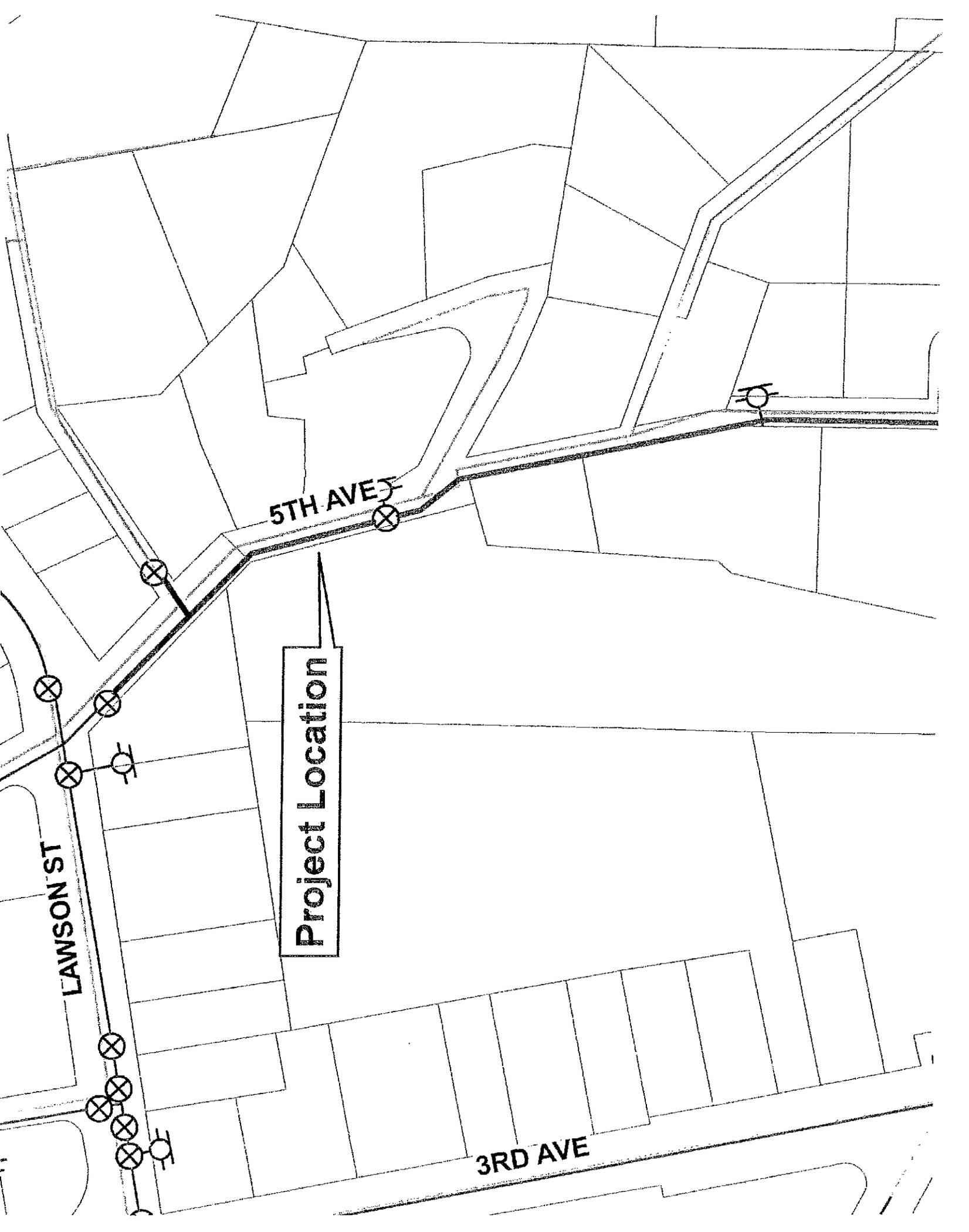
City of Black Diamond
5th Avenue Watermain Replacement
Design & Construction Support Services

Roth Hill, LLC

SUMMARY OF HOURS AND FEE

Task	Labor Hours	Labor Cost	Reimbursable Cost *	Total Cost
Project Management	28	\$ 3,914	\$ 20	\$ 3,934
Design Services				
Onsite Design Survey/Base Mapping	39	\$ 4,122	\$ 455	\$ 4,577
Schematic Design (30%) Drawings, and OPCC and QA	52	\$ 6,484	\$ 233	\$ 6,717
90% Design Drawings, Specs, OPCC and QA	118	\$ 14,021	\$ 522	\$ 14,542
Final Design Drawings, Specs, OPCC and QA	67	\$ 7,370	\$ 302	\$ 7,671
Bid Documents	30	\$ 3,195	\$ 162	\$ 3,357
JARPA & HPA	9	\$ 990	\$ 10	\$ 1,000
Bidding Services	6	\$ 678	\$ 10	\$ 688
Subtotal Design Services	281.50	\$ 36,859	\$ 1,693	\$ 38,552
Construction Phase Services				
Design and Engineering Support During Construction (as required)	9	\$ 1,129	\$ 10	\$ 1,139
Construction Record Drawings	17	\$ 1,720	\$ 129	\$ 1,849
Subtotal Construction Phase Services	26	\$ 2,850	\$ 139	\$ 2,989
Total Not to Exceed	334.50	\$ 43,622.57	\$ 1,851.50	\$ 45,474.07

* Includes mileage, equipment, supplies, computer usage, etc



5TH AVE

Project Location

LAWSON ST

3RD AVE