

RESOLUTION NO. 14-930

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX FOR THE DEVELOPMENT OF DESIGN AND BID MATERIALS FOR THE LAWSON STREET SIDEWALK PROJECT**

**WHEREAS**, the City of Black Diamond is in need of design services for the Lawson Street Sidewalk project; and

**WHEREAS**, the City received a grant from the State of Washington Transportation Improvement Board in the amount of \$264,691; and

**WHEREAS**, The City has Real Estate Excise Tax funds in a grant matching account available to match the Transportation Improvement Board grant for full funding of the project; and

**WHEREAS**, the City has selected Parametrix to provide transportation related consulting services to the City; and

**WHEREAS**, Parametrix has the expertise and experience to provide the City with the design services necessary 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 professional services agreement, substantially in the form as approved by the City attorney, with Parametrix for an amount not to exceed \$53,116.40. Any changes to the professional services agreement as reviewed by the City Council, including its attachments and exhibits, will be further reviewed by the City attorney prior to execution by the Mayor.

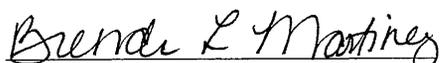
**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 20<sup>TH</sup> DAY OF FEBRUARY, 2014.**

CITY OF BLACK DIAMOND:



Dave Gordon, 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 February 20, 2014 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

Parametrix, Inc. ("Consultant")

1019 39<sup>th</sup> Avenue SE, Suite 100

Puyallup, WA 98374

Contact: Austin Fisher, P.E.      Phone: 253-604-6600      Fax: 253-604-6799

Tax Id No.: 91-0914810

for professional services in connection with the

**Lawson Street Sidewalk, Phase I 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 Exhibit "A" in a timely manner with the goal of final completion being submitted to the City by May 30, 2014 for City review and approval. Delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) may result in additional effort necessary for project management and administration.

2.2 Consultant will work within the project schedule and will 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 \$53,116.40 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

## **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 indemnify, and hold the City, its officers, employees, agents and volunteers harmless from all reasonable 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 sub-consultants in performance of this Agreement, except for injuries and damages caused by 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, and the City's officers, employees, agents or volunteers 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, employees or subconsultants.

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, Commercial General Liability and Professional 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, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

City: Christy Todd, City Administrator  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010  
Fax: 360-886-2592

With a copy to: City Attorney  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Consultant: Austin Fisher  
Parametrix  
1019 39<sup>th</sup> Ave SE, Ste 100  
Puyallup, WA 98374  
Fax: 253-604-6799

**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**

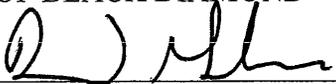
17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written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

Its: Mayor

Date: 2/24/2014

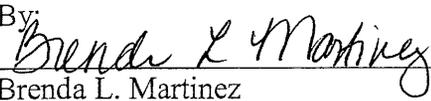
CONSULTANT

By:   
Printed Name: Brian E. Bunker, P.E.

Its: Sr. Consultant

Date: 2-28-14

Attest:

By:   
Brenda L. Martinez  
City Clerk

# EXHIBIT A - SCOPE OF WORK

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## City of Black Diamond Lawson Street Sidewalk Improvements

### GOALS AND OBJECTIVES

The goals and objectives of this Scope of Work include:

- Prepare plans, specifications, and an opinion of probable cost for the construction of sidewalk on Lawson Street from SR 169 to 6th Avenue.

### Task 1 – Project Management and QA/QC

#### *Goal*

Maintain constant and thorough communications with the City of Black Diamond to maximize teamwork and productivity. Maintain control of the project scope, budget, and schedule. Provide quality service and products to the client.

#### *Approach*

The approach to Task 1 includes:

- Schedule and coordinate the work of all team members and ensure that work is completed accurately and within scope and budget.
- Perform a quality control review of all deliverables prior to submittal to the City.
- Coordinate project documentation to include:
  - Prepare necessary project correspondence to support the project work.
  - Provide all work products to the client for review in accordance with the scope and schedule.
  - Assure that the Draft and Final deliverables are in compliance with the scope of work and professional standards and provide meaningful input into the design process.
- Coordinate with City staff on all aspects of project completion to include:
  - Prepare and submit monthly progress billings to the City.
  - Provide additional identification of issues and proposed solutions if unforeseen issues arise.

#### *Deliverables*

The deliverables for Task 1 consist of the following:

- Monthly progress reports. The monthly report, addressing progress of the work, shall include as appropriate:
  - Summary of actual versus scheduled cost.
  - Summary of actual versus scheduled progress.
  - Narrative to define unanticipated issues, responsive action requirements by Parametrix.

- Additional progress reports or identification of unanticipated issues as needed.
- Independent quality reviews of all project deliverables.

### ***Project Schedule***

It is assumed the contract will be complete by May 30, 2014. Delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) may result in additional effort necessary for project management and administration.

### **Task 2 – Survey**

#### ***Goal***

To provide a base map for use in preparing the contract documents.

#### ***Approach***

##### ***2.1 Mapping***

Parametrix will perform topographic mapping. Mapping limits will include surface features within the existing right-of-way (ROW). Using record information and existing monuments, Parametrix surveyors will establish horizontal and vertical control along Lawson Street from the southern edge of pavement to the northern ROW limit from SR 169 to 50 feet past 6th Avenue. Mapping will consist of locating existing improvements and ground conditions within the above-described right-of-way. Parcel lines and right-of-way limits will be based upon the applicable public records. Ground features including tops and toes, breaks, edge of pavement, and ditches will be mapped at sufficient detail to create 1-foot contours. Structures such as fences, driveways, overhead utilities, and other physical visible improvements will be mapped. An underground utility locate firm will be hired to mark buried utilities such as gas, water, power, telephone, and TV cable, if such utilities have a conductible source or tracer lines attached. Sanitary and storm structures will be opened and measurements will be made identifying size, type, and invert elevation of incoming and outgoing pipes. Once the field work has been completed, a survey technician will process the data and prepare a base map using AutoCAD Civil 3D, Release 2014.

##### ***2.2 AutoCAD Base Map Preparation***

Parametrix will process survey field data and generate an AutoCAD drawing showing the existing conditions.

Parametrix will show the existing ROW for the project corridor and parcel lines adjacent to the ROW on the northern side of Lawson Street.

An underground utility locate firm will be hired to mark buried utilities that provide a conductible signal. For those utilities constructed without a tracing wire or made from non-conductible material, record drawings will be used to help identify locations and type of utility.

### ***Deliverables***

The deliverables for Task 2 consist of the following:

- AutoCAD drawing in 2014 format, or later, at 1 inch = 20 feet with 1-foot contours, topographic information, and easements along the mapping corridor.
- Triangular Integrated Network (TIN) surface for use in design.

### ***Assumptions***

Following are the assumptions for Task 2:

- Title reports will not be ordered for this work; boundary information will be based upon recorded information available from King County.
- Property corners will not be set, nor will a Record of Survey be prepared.

## **Task 3 – Preliminary Design**

### ***Goal***

To develop a preferred sidewalk plan for use in preparing bidding documents in Task 4.

### ***Approach***

Parametrix will use the base map prepared in Task 2 to prepare plan view layouts of the sidewalk from SR 169 to 6th Avenue. Up to three (3) alternatives will be prepared for the alignment/placement of a sidewalk from 4th Avenue across the frontage of the police department building. The alternatives will look at impacts to parking and circulation around the police department building and council chambers.

The City will review the alternatives and notify Parametrix of the preferred alternative prior to work starting on Task 4 Final Design.

Parametrix will prepare a stormwater technical memorandum documenting how the project will meet the minimum requirements of the City's stormwater manual.

### ***Deliverables***

The deliverables for Task 3 include:

- Roll plots for up to three (3) sidewalk plans and parking lot/circulation plans (1 inch =40 feet or smaller) on bond and in electronic (PDF) format.
- Preliminary Opinion of Cost in MS Excel format.
- Stormwater Technical Memorandum.

## *Assumptions*

Following are the assumptions for Task 3:

- Documents and figures will be prepared using Parametrix internal company production standards.
- The new impervious surface area created by the new sidewalks is not anticipated to require stormwater mitigation. Changes in the project scope that would exceed thresholds for stormwater mitigation will be considered as additional services not included in this scope of work or in the budget estimate.
- Comments received on the preliminary design will be incorporated into the 90% plans, specifications, and opinion of cost included in Task 4.

## **Task 4 – Final Plans, Specifications, and Estimate**

### *Goal*

To prepare 90% design level plans, contract documents, and opinion of cost for review by the City and subsequently prepare final plans, contract documents and opinion of cost for bidding.

### *Approach*

Parametrix will prepare 90% plans and contract specifications, including bidder qualification criteria appropriate for project, all in accordance with the City's design guidelines.

Anticipated plan sheets include:

- Cover Sheet and Legend (2 Sheets).
- Typical Sections (1 Sheet).
- Alignment, Demo, and TESC Plan (2 Sheets).
- Sidewalk Plan and Profile (3 Sheets).
- Details (2 Sheets).

Parametrix will prepare the contract documents to approximately a 90% level of completion and will prepare an opinion of cost based upon the work included in the plans. The City will review the 90% submittal and return written comments to Parametrix for incorporation into the final bidding documents.

### *Deliverables*

The deliverables for Task 4 include:

- Five (5) copies of Draft (90%) Plans and Contract Documents (includes half-size plans) for review by the City.
- Five (5) copies of the Final Plans and Contract Documents (includes half-size plans) and electronic (PDF) copy.
- Electronic copy of the plans (TIFF/PDF formats) and Contract Documents (PDF and MS Word) for online bidding and plan centers.

- Electronic copy of the 90% opinion of cost (MS Excel format).
- Electronic copy of the Final opinion of cost (MS Excel format).

*Assumptions*

Following are the assumptions for Task 4:

- The City will provide their legal documents and contract boilerplate to Parametrix in electronic format (MS Word format assumed).
- The contract documents will be prepared using the 2014 WSDOT Standard Specifications.

**END OF PROPOSAL**

Exhibit B

Phase	Task	Description	Labor Dollars	Labor Hours	Sr Consultant Austin Fisher \$205.00	Engineer III Justin Y. Jun \$125.00	Sr Surveyor David A. Ironmonger \$145.00	Surveyor III Scott D. Spees \$105.00	Surveyor III Sean Ripley \$105.00	Project Controls Specialist Christy Pope \$110.00	Publications Specialist II Amanda B. Knowles \$82.84	Sr Engineer John L. Wright \$155.00	Finance Project Accountant \$86.13
		Lawson Street Sidewalks	\$51,632.90	403	44	260	8	16	8	11	46	8	2
		Project Management & QA/QC	\$3,767.94	25	8					5	2	8	2
		Progress Reports and Invoices	\$1,707.94	13	4					5	2		2
		Coordination	\$820.00	4	4								
		QC Review	\$1,240.00	8								8	
		Survey	\$3,680.00	32			8	16	8				
		Field Work	\$1,680.00	16				16					
		Prepare Base Map	\$840.00	8					8				
		Establish ROW & Prop Lines	\$1,160.00	8			8						
		Preliminary Design	\$8,960.00	64	12	52							
		Preliminary Layout Roll Plots	\$5,640.00	40	8	32							
		Preliminary Opinion of Cost	\$1,910.00	14	2	12							
		Stormwater Technical Memo	\$1,410.00	10	2	8							
		Final Plans, Specs & Estimate	\$35,224.96	282	24	208				6	44		
		90% Plans	\$13,640.00	104	8	96							
		Cover Sheet & Legend (2)	\$0.00	0									
		Typical Sections (1 Sheet)	\$1,000.00	8		8							
		Alignment, Demo & TESC (2 Sheet)	\$2,410.00	18	2	16							
		Sidewalk Plan & Profile (3 Sheets)	\$8,320.00	64	4	60							
		Details (2 Sheets)	\$1,910.00	14	2	12							
		90% Contract Specifications	\$9,510.88	82	8	40				2	32		
		90% Opinion of Cost	\$1,910.00	14	2	12							
		Final Plans	\$4,410.00	34	2	32							
		Final Contract Specifications	\$3,404.08	30	2	16							
		Final Opinion of Cost	\$1,410.00	10	2	8					12		
		Assemble and Deliver Bidding Docs	\$940.00	8		4					4		
		<b>Labor Totals:</b>	<b>\$51,632.90</b>	<b>403</b>	<b>44</b>	<b>260</b>	<b>8</b>	<b>16</b>	<b>8</b>	<b>11</b>	<b>46</b>	<b>8</b>	<b>2</b>
					<b>\$9,020.00</b>	<b>\$32,500.00</b>	<b>\$1,160.00</b>	<b>\$1,680.00</b>	<b>\$840.00</b>	<b>\$1,210.00</b>	<b>\$3,810.64</b>	<b>\$1,240.00</b>	<b>\$172.26</b>

**SUBCONSULTANTS**

Subconsultant Name	Amount
Applied Professional Services Inc	\$704.00
<b>Subconsultant Total:</b>	<b>\$704.00</b>

**DIRECT EXPENSES:**

Description	Amount
B & W 8.5 x 11	\$300.00
B & W 11 x 17	\$110.00
Mileage	\$169.50
WA Survey Equipment	\$126.00
Wa Survey Vehicle	\$74.00
<b>Expense Total:</b>	<b>\$779.50</b>

**Project Total: \$53,116.40**

### PROJECT FUNDING

Enter Requested Total TIB Funds \$ 264,691 Max TIB ratio 95.0%  
 Is this a construction ready project? NO  
 Are TIB funds distributed proportionally through all project phases? YES

Fill out total costs in F43 to F47. Do not fill in TIB Funds

Enter the Total Project Costs to the nearest dollar in cells F43 to F47

Phase	Total Project	TIB Funds	Local Funds
Design Engineering	55,000	52,250	2,750
Right of Way		0	
Construction Engineering	3,000	2,850	150
Construction Other			
Construction Contract	220,622	209,591	11,031
<b>TOTAL</b>	<b>278,622</b>	<b>264,691</b>	<b>13,931</b>

Noneligible Engineering  
 Engineering exceeding 30% of eligible construction costs is not eligible for TIB reimbursement  
 Other Noneligible Costs  
 (i.e. landscaping greater than 5% of eligible construction cost)  
 TOTAL ELIGIBLE COST **278,622**  
 TIB Matching Ratio  
 Total TIB Funds/Total Eligible Cost **95.0%**

### FUNDING PARTNERS

Source	Public or Private	Commitment Letter	Amount
BLACK DIAMOND	Public	Not in CIP	13,931
<b>TOTAL</b>			<b>13,931</b>
<b>Local funds are correct</b>			

### CERTIFICATION

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

*Rebecca O'hess*

Agency Official Signature

*8-22-13*

Date Signed

*Rebecca O'hess, Mayor*

Printed or Typed Name & Title

# Capital Improvement Plan 2014 - 2019

**Project for the** **Street Department** **# T7**

**PROJECT TITLE** **Lawson Street Sidewalk** **13.05**

**DESCRIPTION** Construct 2150 feet of new 5 foot concrete sidewalk on the north side of Lawson Street to from SR 169 to the east boundary of Lawson Hill Estates. This project does not include curb gutter or street widening. Project cost \$850,000.

**BACKGROUND** Lawson Hill Estates and the surrounding area is within 1 mile of the elementary school on Baker Street. The City is partnering with the School District to seek Safe Routes to School grants for this project. It is anticipated that additional funding will be needed to cover the entire cost. Transportation Improvement Board Funding and or potentially MPD mitigation funding may also be available. The City and the School District are planning to cooperate and jointly apply for this grant in 2014 for funding in 2015, and 2016.

**COMMENTS** The timing of this project may have to wait for the pedestrian mitigation assistance from the Lawson Hills developer for this project. Other grant funding may also be available to complete the total funding.

		Capital Plan 2014 - 2019					
<b>CAPITAL PROJECT COSTS</b>	Total \$ Requested 2014-2019	2014	2015	2016	2017	2018	2019
Land/Right of Way	20,000		20,000				
Design Engineering	85,000		85,000				
Construction Costs	745,000			745,000			
<b>TOTAL COSTS</b>	<b>850,000</b>	-	105,000	745,000	-		
<b>REQUESTED FUNDING</b>	Total \$ Requested 2014-2019	2014	2015	2016	2017	2018	2019
Safe Route to School Grant	395,000			395,000			
TIB Pedestrian Grant	150,000			150,000			
Developer/Impact Fees/SEPA	305,000		105,000	200,000			
<b>TOTAL SOURCES</b>	<b>850,000</b>	-	105,000	745,000	-	-	-

