

CITY OF FIFE PROFESSIONAL SERVICES AGREEMENT

1. Parties and Date. THIS Agreement is made effective as of the 1st day of July, 2013, by and between CITY OF FIFE, WASHINGTON ("City") and WHPacific, Inc. ("Consultant").

2. General Purpose and Intent.

The Consultant shall provide design and construction services for the overlay of 1,275-ft of 4th Street E from 54th Avenue E to the Hylebos Creek parking lot. The plans include placement of an 8 and 12-inch diameter ductile iron water line under the City's Comprehensive Water System Plan, CIP No. 25.

3. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached hereto as Exhibit "A" (the "Scope of Work"). The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. 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 the Agreement.

4. Schedule of Work.

A. Consultant shall perform the services described in the Scope of Work in accordance with the schedule attached hereto as Exhibit "B." 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 the services described in the Scope of Work upon receipt of a written Notice to Proceed.

5. Compensation.

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

TIME AND MATERIALS NOT TO EXCEED. Compensation for the services described in the Scope of Work shall not exceed \$43,446 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

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

OTHER. _____

6. Coordination of Contract Documents. This Agreement consists of this professional services agreement form and Exhibits "A" through "C." If there is any inconsistency between this professional services agreement form and any of the Exhibits, the professional services agreement form shall take precedence.

7. Payment.

A. Consultant shall provide monthly invoices in the format acceptable to the City for work performed to the date of invoice. Consultant shall maintain time and expense records for reimbursable expenses and any work that is billed hourly under this Agreement and provide them to the City upon request.

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.

8. 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. Consultant shall obtain a City of Fife business license pursuant to the provisions of Chapter 5.01 FMC prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 8 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 for further work for City.

9. Term 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 one week's 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.

10. 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.

11. Ownership of Work Product.

A. 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 9 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 indemnify and hold Consultant harmless therefore.

B. Spatial data created by consultants for City of Fife via this contract should be delivered as either ESRI shapefiles or an ESRI file geodatabase. The data should be developed in (or projected to) StatePlane 1983, WA South (Projection), NAD83HPGN (Datum), US Survey Feet (units). These datasets should be delivered on CD/DVD, complete with any projection files, accessory tables relatable by a fixed unique identifier to the spatial data, and metadata using Federal Geographic Data Committee (FGDC) specifications. If the data is produced in AutoCad 2000 or later, the shapefile format is an export option and should be utilized and all other criteria still apply. The City of Fife retains ownership to such data layers produced using taxpayer dollars and controls any future dissemination or reuse of this data.

12. 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 performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This

waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance. The Consultant shall procure and maintain for the duration of this 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. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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 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 Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they 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 Contractor's insurance and shall not contribute with it.

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.

F. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

14. 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, which consent may be withheld at the City's sole discretion.

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

16. Notice

A. Any notice or communication required by this Agreement must be in writing, and may be given either personally, electronically with evidence of receipt, by express delivery service, or by registered or certified mail, return receipt requested. If given personally, by express delivery service, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the person to whom it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

David K. Zabell
City Manager
5411 23rd Street East
Fife, WA 98424

Allen D. Prouty
Consultant Project Manager
12100 NE 195th Street Ste 300
Bothell, WA 98011

Phone: 253 922-2489
Fax: 253 922-5355
Email: dzabell@cityoffife.org

Phone: 425-951-4729
Fax: 425-951-4808
Email: aprouty@whpacific.com

B. Either party may change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of paragraph 16.A.

17. **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 Pierce County Superior Court.

18. **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.

19. **Extent of Agreement/Modification.** This Agreement, together with 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 be amended, modified or added to only by written instrument properly signed by both parties.

CITY OF FIFE, WASHINGTON

WHPacific, Inc.

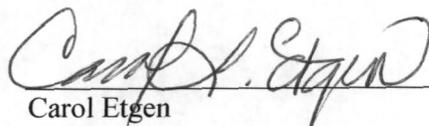
By: 
David Zabell
City Manager

By: 
David S. Williams, P.E.
Operations Manager

Date: July 23, 2013

Date: 7/5/13

Attest:

By: 
Carol Etgen
City Clerk

Approved as to form:

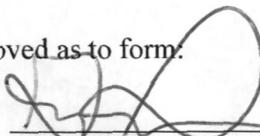
By: 
Gregory F. Amann
Assistant City Attorney

EXHIBIT A

SCOPE OF WORK

GENERAL PROJECT DESCRIPTION

This Scope of Services describes work to be completed by WHPacific, Inc. (CONSULTANT) to provide professional services to the City of Fife (CITY) for the design of a bid ready set of plans and construction support for the overlay of 1,275 linear feet of 4th Street E from 54th Avenue E to the trail head parking lot at Hylebos Creek. The project also includes the placement of 8 and 12 inch diameter ductile iron water line as indicated under Fife's Comprehensive Water System Plan, CIP No. 25. During the term of this Professional Services Agreement, the CONSULTANT will perform professional services for the CITY as described below.

This contract will include the following tasks:

1. Project Management
2. Environmental (not required and/or by CITY)
3. Plans, Specifications, and Engineer's Estimate (PS&E)
4. Bidding Assistance
5. Construction Administrative Support (CITY provides Inspections and Contractor coordination)

The planned improvements include the following:

- Pulverization of existing asphalt pavement
- Water line placement
- Hydrant placement
- Water line service stubs
- Re-grading pulverized material and compacting
- Re-grading the trail head parking lot
- Placement of a 2 inch HMA CL½ inch 64-22 overlay
- Adjusting manholes.

GENERAL ASSUMPTIONS

- A. Project is funded with local funds only.
- B. Project is located within the Puyallup Reservation.
- C. The latest edition and amendments of the following documents will be utilized to develop the project:
 - a. Washington State Department of Transportation (WSDOT), Local Agency Guidelines (LAG) Manual, Design Manual and Construction Manual
 - b. WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*
 - c. WSDOT *Amendments and GSP's*
 - d. WSDOT *Standard Plans for Road, Bridge, and Municipal Construction*
 - e. WSDOT *APWA Specifications*
 - f. City of Fife *Standard Plans*
- D. Survey is limited to 3.1 Data Collection.
- E. Environmental permit preparation and facilitation will be provided by the CITY
- F. All utilities that need to be adjusted are owned by the CITY.
- G. CONSULTANT will provide plans and specifications to the CITY.
- H. CITY will pay all permit fees, if any.

- I. CITY will use small works roster soliciting bids.
- J. CITY will provide Inspections and Contractor coordination.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

- 1.1 Accounting: Manage project budget. Review and verify weekly task charges. Prepare and submit monthly invoices.
- 1.2 Manage the project by directing and supervising staff, subconsultants, and reviewing work for the duration of the work order. This management is for the overall work order rather than a specific task.
- 1.3 Communication: The CONSULTANT Project Manager will engage in a conference call with the CITY as necessary, assumed at 4 hours.

Deliverables:

- Invoice submitted monthly by email or sent via US Mail.

TASK 2: ENVIRONMENTAL

Assumptions:

- CITY will coordinate with the Puyallup Tribe and obtain required concurrence for the project.
- Project will have no adverse effects on cultural/historic resources.
- CITY will prepare SEPA.

TASK 3: PLANS, SPECIFICATIONS and ESTIMATE (PS&E)

Assumptions:

- The CONSULTANT and CITY kickoff meeting will be via conference call.
- Aerial photo/GIS mapping will be used as the base map.
- The CONSULTANT will reference WSDOT's standard traffic plans and no additional construction staging or temporary traffic control plans will be developed. Contract provisions will call out the traffic control requirements.
- The CONSULTANT will submit a 90% PS&E package and a 100% PS&E (Ad ready) package to the CITY for final review.
- The plans shall be prepared using AutoCAD Civil 3d 2011 software.
- The CITY shall provide an electronic copy of the contract provisions to be modified and copy of the standard notices, forms, and certificates to include in the contract documents.
- The CITY will return one (1) "red-line" plan, specification and cost estimate with review comments from the CITY's review. The CITY will return one (1) "red-line" plan, specification and cost estimate.

Task Description:

3.1 DATA COLLECTION

- 3.1.1. The CONSULTANT'S key team members will visit the project area to familiarize themselves with the site conditions and specific design issues. Ground level photos will be obtained during the site visit.
- 3.1.2. The CONSULTANT will research 4th Street E. centerline and right of way, perform GPS observations on existing controlling monuments (2) and process

data for obtaining project control and to coordinate compatibility with the CITY GIS system.

- 3.1.3. The CONSULTANT will use the control referenced above to produce a topographic base map which will contain the following information:
 - A. Sanitary sewer manhole structures including center of rim, pipe invert elevations, pipe size and connections.
 - B. Locate natural gas surface paint marks. (gas line locates done by others)
 - C. Provide three cross sections of the gravel parking lot at trail access, near 58th Ave E. perpendicular to 4th Street. Gravel parking lot mapping will also include specimen tree location at its northeasterly corner, fences, its approach onto 4th Street E and the gravel trail for thirty feet (30') southerly of the bollards.
 - D. Determine right of way at proposed hydrant locations and stake right-of-way at each of the three proposed new hydrants.
- 3.1.4 The CONSULTANT will prepare a Department of Natural Resources monument destruction application permit as follows:
 - A. Field locate one (1) existing street monument marking the Southeast corner of Government Lot 4 (also being the Southwest corner of Government Lot 3) that will be removed during construction activities. This monument will be located by GPS observation and field tied to existing off-site features.
 - B. Prepare Washington State Department of Natural Resources (DNR) "Application for Permit to Remove or Destroy a Survey Monument". Forward to DNR and coordinate through approval.
 - C. Upon completion of construction activities, field stake monument position together with two foot (2') straddle offsets.
 - D. Contractor to construct new concrete monument and case
 - E. Upon monument construction, field mark exact position on top of monument.
 - F. After completion of setting and surveying in the new monuments, complete the report form and forward to the DNR.

Assumptions:

- Horizontal datum based upon Washington State Plane Coordinate System of 1983 (2011 Adjustment), South Zone. (NAD83/2011).
- Vertical Datum based upon North American Vertical Datum of 1988 (NAVD 88).
- Further street improvements not included above such as edge of pavement, ditches, overhead power, etc. is not included in this scope of topographic mapping scope of services.
- CITY shall coordinate and provide for subsurface natural gas surface markings.

3.2 PREPARE 90% PS&E

The roadway section will not be designed; rather it is replaced in kind at 2 inches.

3.2.1. Prepare contract plan sheets. The following plan sheets are assumed:

- One Cover Sheet
- One Roadway Detail Sheet
- One Parking Lot Sheet
 - This sheet will provide a basic foot print of an existing gravel parking lot to be paved with two inches of HMA. The pavement

will sheet flow to a swaled gravel strip with no outlet. It is understood that water will pond in the gravel strip in rain events.

- Two Waterline Sheets
 - The waterline sheets will provide a schematic and section view. The schematic will show a general location of the water line near the south edge of pavement, with three hydrants also on the south side near 55th, 57th and trail parking lot.
- Two plan sheets Aerial photo/GIS mapping for plan sheets (3 sheets)
- 3.2.2. Develop quantities, assign unit costs for quantified items and assign lump sum costs to other items based on professional judgment. Develop a Final construction estimate.
- 3.2.3. Develop Specifications.
- 3.2.4. CONSULTANT to complete walk through with CITY staff prior to final Quality Control Review.
- 3.2.5. Quality Control Review: Provide senior-level review of task deliverables before submittal to CITY.

Deliverables:

- 90% PS&E Package will include half-sized plans, special provisions, and engineer's estimate submitted to the CITY via courier or US Mail (3 copies).

3.3 PREPARE 100% PS&E (Ad ready)

- 3.3.1. CONSULTANT to address comments. The CITY will provide a consolidated set of review comments to the CONSULTANT.
- 3.3.2. CONSULTANT shall revise the plans, specifications, and estimate to reflect comments made by CITY.
- 3.3.3. Quality Control: Provide senior level review before CONSULTANT stamps and signs contract documents.
- 3.3.4. Prepare Ad-ready document.
- 3.3.5. CONSULTANT stamps and signs contract documents.
- 3.3.6. CONSULTANT to develop Final Engineers Estimate.

Deliverables:

- Ad-ready package will include half-sized plans, special provisions, and engineer's estimate submitted via courier or US Mail (3 copies).

TASK 4: BIDDING ASSISTANCE.

Task Description:

- 4.1.1. Bidding Assistance: Prepare written response to Contractor questions (assume 4 responses).
- 4.1.2. Provide assistance at the Bid Opening.
- 4.1.3. Analyze bids and prepare Bid Tabulations.
- 4.1.4. Recommend and prepare draft Award Letter.
- 4.1.5. Prepare draft Notice to Proceed Letter.

The CITY will provide Contractor qualifications checks.

Deliverables:

- RFI responses

- Bid Tabulations
- Draft Award Letter
- Draft Notice to Proceed Letter

TASK 5: CONSTRUCTION ADMINISTRATIVE SUPPORT

Assumptions:

- All services will be provided in accordance with the Contract Documents, Washington State Department of Transportation's (WSDOT) Local Agency Guidelines, WSDOT Construction Manual, and WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- CONSULTANT to provide office and administrative support. CITY to provide site field inspections. Work is estimated to be complete within 15 working days.

Task Description:

5.1 Administrative Procedures

- 5.1.1. CONSULTANT will prepare project hanging and electronic file folders for Correspondence, Progress Estimates, Photos and Request for Approval of Materials (RAM). CONSULTANT will also prepare hanging files for CITY generated Progress Photos, Field Note Records and Inspector's Daily Reports,
- 5.1.2. CONSULTANT will respond to up to three Requests for Information (RFI) submitted by Contractor. Response will include technical interpretations and evaluations of the drawings, specifications and Contract Documents. The CONSULTANT will include the CITY in the RFI responses and will facilitate input from the CITY for RFI responses as needed.
- 5.1.3. CONSULTANT to collect material testing reports, review test reports and inform Contractor and the CITY of any contract deficiencies.
- 5.1.4. CONSULTANT will obtain Request for Approval of Materials (RAMs) from the CONTRACTOR for CSTC, Hot Mix Asphalt and waterline components. CONSULTANT will review and apply approval codes on all RAMs. The CITY will provide review comments of waterline RAM.
- 5.1.5. CONSULTANT will prepare for and conduct a Pre-Construction meeting.
- 5.1.6. CONSULTANT to obtain process and track all Requests to Sublet.
- 5.1.7. The CITY will take the lead on negotiations of Change Orders (CO). Assume one CO. The CONSULTANT will prepare construction COs on CONSULTANT CO forms with input from the CITY. The CITY will assist the CONSULTANT with the preparation of Engineer's justification and cost verification.
- 5.1.8. Based upon CITY completed Field Note Records, CONSULTANT will prepare one monthly progress pay estimate.
- 5.1.9. CITY will prepare and submit Weekly Statement of Working Days to the CONTRACTOR.
- 5.1.10. CITY will review Traffic Control Plans and provide comments.

5.2 Field Observation and Coordination

- 5.2.1. The CITY will observe Contractor's work and document that the project is built according to the Plans and Specifications.
- 5.2.2. The CITY will prepare Field Note Records and provide CONSULTANT with pdfs for estimate.

- 5.2.3. The CITY will review materials delivered to the project to check for compliance with the RAMs.
- 5.2.4. The CITY will prepare Inspector Daily Reports.
- 5.2.5. The CITY will monitor the Contractor's traffic control procedures and set up against approved traffic control plans and provide recommendations to the CITY and Contractor.
- 5.2.6. CITY will take project digital construction photos as work progresses.
- 5.2.7. The CITY Inspector will coordinate with CONSULTANT for scheduling asphalt compactions.
- 5.2.8. The CONSULTANT will visit the field to assist the CITY Inspector with the grading and paving of the gravel parking strip at the trail head.

5.3 Materials

- 5.3.1. As directed by the CONSULTANT and Coordinated by the CITY Inspector:
 - Sub-CONSULTANT to test HMA for compaction.
 - Sub-CONSULTANT testing will include sampling, laboratory testing for theoretical Rice Density, ignition furnace calibration factor, bituminous content by extraction with gradation and field density testing during placement. Assumes a WSDOT-approved mix design with no volumetric analysis required.
- 5.3.2. Sub-CONSULTANT will prepare written field reports for site visits and material testing and share preliminary results in the field with the CITY Inspector. The CITY Inspector will facilitate deficient material testing information to the Contractor.

5.4 Closeout

- 5.4.1. CONSULTANT will combine their records with CITY records into the files and prepare the final pay estimate and voucher.
- 5.4.2. CONSULTANT will prepare Physical Completion letter. Three weeks after the Physical Completion letter, the CONSULTANT will prepare a final comprehensive missing documentation letter.
- 5.4.3. CITY will prepare the final punch list items with one (1) final walkthrough to verify that the punch list work is complete. The CONSULTANT will attend the final walkthrough and provide input.
- 5.4.4. Once all Change Orders have been finalized and no outstanding claims are evident, the CONSULTANT will transition the Project Close Out to the CITY. The CITY will obtain all necessary releases associated with the Project.
- 5.4.5. The CITY will take project completion photos.

Assumptions:

- CONSULTANT will respond to up to three RFIs.
- No Record of Material is required. RAMS only for CSTC, HMA and waterline components
- One Change Order
- CITY is providing all field inspection, field note records and Inspector Daily Reports
- One Monthly Progress estimate
- Compaction tests will not be performed on the pulverized asphalt. Acceptance will be based upon CITY Inspector field observations of compaction effort and wheel loading.
- The field visit to assist the CITY Inspector with the paving of the gravel parking strip is assumed at 8 hours.

Deliverables:

- CONSULTANT generated Construction Documentation at completion

ADDITIONAL SERVICES

Out of scope tasks or other additional services, should there be any, will be authorized in advance of providing services by a supplemental agreement and tracked separately.

Exhibit B

Schedule: 4th Street E from 54th Avenue E to Trail Head at Hylebos Creek

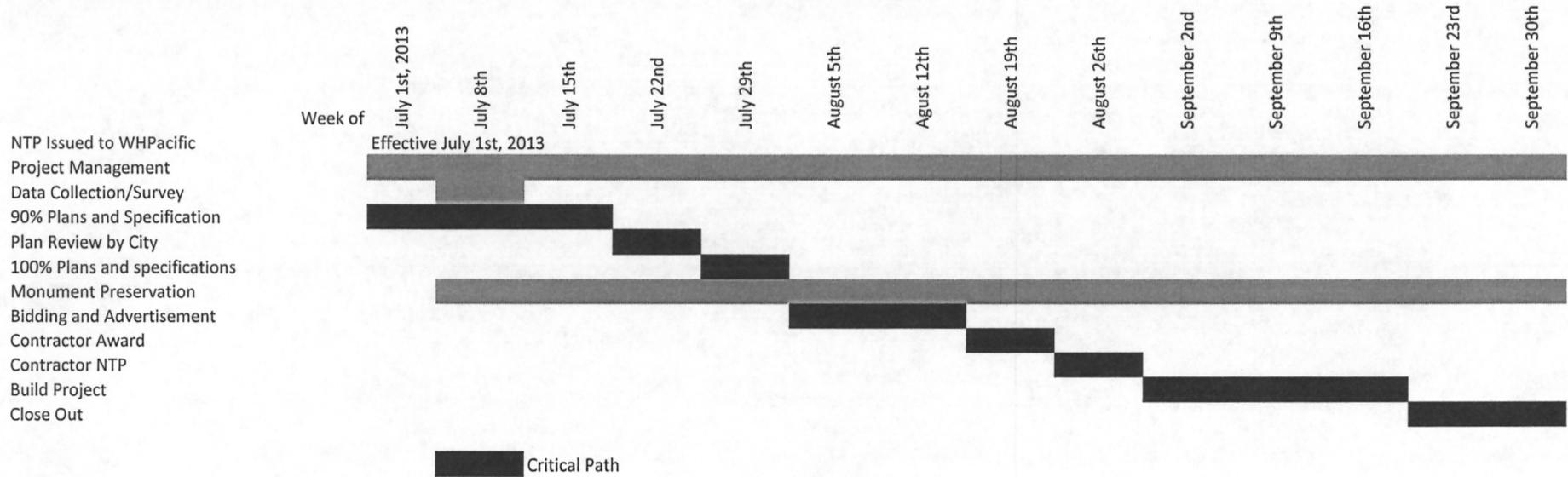


Exhibit C

CONSULTANT FEE ESTIMATE: DESIGN AND CM SUPPORT



Client: City of Fife
 Project: 4th Street E Preservation and Waterline
 Date: July 3, 2013

LABOR:

TASK NO.	TASK DESCRIPTION	Project Manager/Engineer of Record	Water Line Designer	Engineer	Designer/CADD	Project Coordinator II	Project Coordinator I	Survey PM, PLS	Survey Prof III	Survey Party Chief	Survey Tech I	TOTAL HOURS	TOTAL COST
1.00	Project Management	12	0	4	0	4	4	2	0	0	0	26	\$ 1,257
1.1/1.2	Project Management	8				4	4					16	\$ 728
1.3.0	Communication	4		4				2				10	\$ 529
2.00	Environmental: By City, see scope												\$ -
3.00	Road Design	52	8	24	66	0	3	11	14	16	16	210	\$9,299
3.1.1	Data Collection, site visit	4		4								8	\$ 436
3.1.2	Survey - research, control and centerline							4	4	4	4	16	\$ 576
3.1.3	Survey Topographic							2	10	8	8	28	\$ 950
3.1.4	Survey DNR Monument Removal Permit							5	4	4	4	13	\$ 468
3.2.0	Prepare 90% PS&E											0	\$ -
	One Cover Sheet				2							2	\$ 74
	One Roadway Detail Sheet	3			8							11	\$ 481
	One Sheet for paving parking area	3			8							11	\$ 481
	Two waterline sheets	3	8		24							35	\$ 1,517
	Two Plan sheets	3			8							11	\$ 481
	Adjust Utility Detail	3			2							5	\$ 259
	Quantities	6		4								10	\$ 559
	Specifications	4		8			2					14	\$ 679
	QA/QC	6		2								8	\$ 464
3.3.0	Prepare 100% PS&E												\$ -
3.3.1	Address Comments	4		2								6	\$ 341
3.3.2	Revise Plans	2			8							10	\$ 419
3.3.2	Revise Specification	2		2								4	\$ 218
3.3.2	Revise Quantities	2										2	\$ 123
3.3.3	QA/QC	2										2	\$ 123
3.3.4	Prepare Ad-ready document	2		2	6		1					11	\$ 466
3.3.5	Stamp Plans	1										1	\$ 62
3.3.6	Develop Final Engineers Estimate	2										2	\$ 123
4.00	Bidding Assistance	3	0	12	0	0	2	0	0	0	0	17	\$ 807
4.1.1	Bidding Assistance	1		4								5	\$ 252
4.1.2	Assist with Bid opening			4								4	\$ 190
4.1.3	Analyze Bids and Prepare bid Tabs	2		2			2					6	\$ 271
4.1.4	Recommend and Prepare draft Award Letter			1								1	\$ 48
4.1.5	Prepare draft Notice to Proceed Letter			1								1	\$ 48
5.00	Construction Administrative Support	10	2	34	0	0	4	0	0	0	0	50	\$ 2,446
5.1.0	Administration	4		16			2					22	\$ 1,059
5.2.0	Field Observation	2		8								10	\$ 503
5.3.0	Materials	2	2	4								8	\$ 424
5.4.0	Closeout	2		6			2					10	\$ 461
	Labor Hours Total	77	10	74	66	4	13	13	14	16	16	303	\$ -
	Labor Cost Total	\$ 4,739	\$ 555	\$ 3,515	\$ 2,442	\$ 131	\$ 341	\$ 605	\$ 540	\$ 574	\$ 368	\$ 13,810	\$ 13,810

Overhead Percentage: 168.49% x Direct Salary Cost (DSC)
 Fixed Fee Percentage: 30.00% x Direct Salary Cost (DSC)

EXPENSES:

ITEM	QUANTITY	UNIT	MARK UP	EXPENSES COST
Mileage	5	trips		\$ -
Copies/prints, misc	80			\$ 226
	1			\$ 500
				\$ 726

SUBCONSULTANTS:

SUBCONSULTANT	MARK UP	FEE	SUBCONSULTANT COST
Materials testing and Consulting, Inc		\$1,500.00	\$ 1,500

TOTAL FEE ESTIMATE

\$ 19,496