

**CITY OF LAKE FOREST PARK
AGREEMENT FOR CONSULTANT SERVICES
Contract Title: Green Building/LID Code Revision**

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and AHBL,(the "Consultant") is dated this ____ day of _ 2010.

Consultant Business: AHBL

Consultant Address: 2215 North 30th Street
Ste. 300
Tacoma, WA 98403-3305

Consultant Phone: 253 383-2422

Consultant Fax: 253 383-2572

Contact Name Wayne E. Carlson

Consultant e-mail: wecarlson@ahbl.com

Federal Employee ID No.:

Authorized City Representative for [Tema Nesoff, Steve Bennett](#)
this contract

WHEREAS, the City wants to develop green building and low impact development codes; and

WHEREAS, the City wants materials and literature that will promote and provide public education concerning green building and LID practices; and

WHEREAS,AHBLwas selected to undertake the work of revising codes and providing educational materials;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Employment of Consultant.** The City retains the Consultant to provide the services described in "Exhibit B – Scope of Work" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

The project manager(s) of the Work shall be Brad Medrud . The project manager(s) shall not be replaced without the prior written consent of the City.

Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2010 , unless the completion date is extended in writing by the City.

2. **Compensation.**

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed \$20,000 as shown on Exhibit B (attachment A), which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit B (Attachment A.)

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses listed in Exhibit B (Attachment A.) or those expenses that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. **Request for Payment.**

A. Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

B. All requests for payment should be sent to

City of Lake Forest Park
Attn: Tema Nesoff
17425 Ballinger Way N.E.
Lake Forest Park, WA 98155

4. Work Product. The Consultant shall submit all reports and other documents specified in Exhibit B according to the schedule established in Exhibit B. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not

apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City except for non-payment of premium, in which case 10 days notice will be given.

6. Upon written request to the City, the insurer will furnish, before or during performance

of any work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

9. **Independent Contractor.** The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. **Employment.** The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. **Audits and Inspections.** The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. **City of Lake Forest Park Business License.** Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

13. **Compliance with Federal, State and Local Laws.** Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. **Waiver.** Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. **Modification of Agreement.** This Agreement may be modified by a Change Order as provided in ¶1, or by a writing that is signed by authorized representatives of the City and the Consultant.

16. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

17. **Notices.**

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park
 Attn: Tema Nesoff
 17425 Ballinger Way N.E.
 Lake Forest Park, WA 98155

B. Notices to the Consultant shall be sent to the following address:

AHBL
 Attn. Wayne Carlson
 2215 North 30th Street, Ste 300
 Tacoma, WA 98403-3305

19. **Venue.** This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written

	<p><i>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</i></p>
<p>CITY OF LAKE FOREST PARK WASHINGTON</p> <p>By: _____ David R. Hutchinson, Mayor</p> <p>_____ Date</p>	<p><i>Corporation</i> _____ _____ [Consultant's Complete Legal Name]</p> <p>By _____ _____ Typed/Printed Name: _____ Its _____ Date: _____</p>
<p>ATTEST:</p> <p>_____ Susan Stine, City Clerk Date: _____</p>	<p><i>Partnership (general)</i> _____ [Consultant's Complete Legal Name] a Washington general partnership</p>

	By _____ Typed/Printed Name: _____ General Partner Date: _____
APPROVED AS TO FORM: <hr/> Robert Sterbank, City Attorney Date: _____	<p><i>Partnership (limited)</i></p> <p>_____</p> <p>[Consultant's Complete Legal Name] a Washington limited partnership</p> <p>By _____ Typed/Printed Name: _____ General Partner Date: _____</p>
	<p><i>Sole proprietorship</i></p> <p>_____</p> <p>Typed/Printed Name: _____ Sole proprietor Date: _____</p> <hr/> <p><i>Limited Liability Company</i></p> <p>_____</p> <p>[Consultant's Complete Legal Name] a Washington limited liability company</p> <p>By _____ Typed/Printed Name: _____ Managing Member Date: _____</p>

EXHIBIT A SCOPE OF WORK
EXHIBIT B REIMBURSABLE EXPENSES

Exhibit A – Scope of Work

1. Work to Be Performed

2. Reports

Report	Frequency	Contents
Final report	End of project	

Exhibit B– Reimbursable Expenses

Type of Expense	Maximum Per Item	Cumulative Maximum

EXHIBIT B – Scope of Services



April 20, 2010

Ms. Tema Nesoff
Human Services Coordinator
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155-5556

Civil Engineers

Project: City of Lake Forest Park LID and Green Building Program, Our File No.210213.30
Subject: Proposal and Scope for Land Use Planning Services

Structural Engineers

Dear Ms. Nesoff:

Landscape Architects

Thank you for the opportunity to submit this scope and budget for green design and planning services for the City of Lake Forest Park LID and Green Building Program project. We look forward to the opportunity of working with the City again.

Community Planners

Natural Resource Ecologists

Introduction and Overview

Based on our meeting with you on April 15, 2010, we have put together the following scope and budget for the project. It is our understanding that we will start work now on the items identified in Tasks 1, 2, and 3. Then, at the start of each quarter (July 1, 2010 and October 1, 2010), we will discuss with staff our next steps in the project and prepare a written a scope of work for that work, which will fall under Tasks 4 and 5. The scopes developed for the project will cover the work authorized under the Coordinated Prevention Grant Agreement, Grant No. G10000378 between the State of Washington Department of Ecology and the City of Lake Forest Park.

Land Surveyors

Neighbors

AHBL, Inc. hereinafter referred to as the "Consultant," will assist the City of Lake Forest Park ("City") as described in this scope of work.

TASK A – Coordination with City of Lake Forest Park Staff

Task A.1 – Meet with City Staff to Finalize Project Scope and Schedule

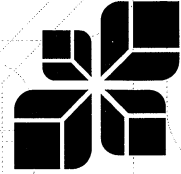
The initial step in this process will be to meet with City staff to discuss the implementation of the project and confirm the process and schedule that will be used for the entire project. We will work with staff to build on existing information previously developed by the City for LID and green building practices, as well as identify readily available outside resources that can be used for this project.

Our detailed scope is as follows:

- Initial meeting with City staff to finalize the project scope and address administrative issues.
- Preparation of initial schedule for meetings and deliverables.

TACOMA
2215 North 30th Street
Suite 300
Tacoma, WA 98403-3350
253.383.2422 TEL
253.383.2572 FAX

www.ahbl.com



Task A.2 – Ongoing Communication with City Staff

The AHBL team will work closely with City staff throughout the process to make sure that we stay within the scope and schedule of the project that was established as part of Task A.1. AHBL's project manager will keep in regular contact with the assigned contact from City staff to address concerns and questions in a timely manner.

As part of this task, we will meet with City staff by conference call at the start of each quarter (July 1, 2010, and October 1, 2010) to review what has been completed to date and to set the scope and schedule for the next three months.

Our detailed scope is as follows:

- Prepare meeting summaries for all meetings.
- Prepare written scope and schedule for the City at the start of the third and fourth quarters of 2010 (July 1, 2010, and October 1, 2010).
- Prepare paragraph summaries of project status for City quarterly grant reporting.
- Maintain regular contact with City staff.

TASK 1 – Review and Assessment of City Resources

Task 1.1 – LID

AHBL will conduct an initial assessment of City documents, such as the Comprehensive Plan, development codes, building codes, handouts, and other public information materials, for consistencies and obstacles to LID and green building practices. Because we have already completed a portion of this work as part of the 2008 PSP Phase III project, we will be able to reduce the amount of time devoted to this task and move that time to other tasks.

Our detailed scope is as follows:

- Conduct an initial written assessment of City documents for LID.

Due date: May 14, 2010

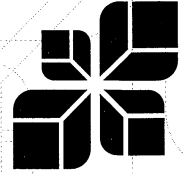
Task 1.2 – Green Building

Tom Hicks, our structural engineering principal, will meet with Stephen Bennett and the City Building Official by conference call to discuss what the City can do to incorporate green building techniques into the City's building code.

Due date: May 14, 2010

Task 1.3 – Meet with Planning Commission

We will meet with the Planning Commission to discuss the intent of this project, review Tasks 1.1 and 1.2, and discuss Tasks 2 and 3.



Our detailed scope is as follows:

- Conference call with City prior to Planning Commission meeting to discuss agenda and presentation.
- Meet with Planning Commission on May 25, 2010.

Due date: May 25, 2010

TASK 2 – Fill and Grade Ordinance and SWM

Task 2.1 – Develop LID Materials for Public Information Tool Kit

Based on the work completed in Task 1, using existing materials as a start, we will develop promotional materials that support the use of LID for the recently adopted Fill and Grade Ordinance and Surface Water Manual. Our staff is experienced in developing such materials, and we use a range of programs to produce easily understood and reproducible promotional documents. The intent of this task is to use the materials developed for the next tasks in the project.

Our detailed scope is as follows:

- Develop materials for a tool kit of public information that will be available for distribution by the City after project completion. These materials will be available for distribution at the counter, through the City's website, and at other forums. These materials may include informational brochures that will be a part of application submittal materials and address the implementation a range of LID and green building techniques.

Due date: June 30, 2010

TASK 3 – Road Standards

Task 3.1 – Evaluate Road Standards for LID

AHBL will review options for amending the City's Road Standards to allow for the use of more LID techniques. We will evaluate City amendments to the adopted King County Road standards, as well as the road standards adopted by other nearby jurisdictions, such as Kirkland, that would be the most effective way of introducing LID into the City's Road Standards.

Our detailed scope is as follows:

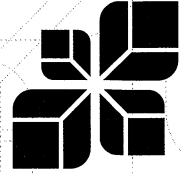
- Prepare written summary of our evaluation for the City to review.
- Present findings to the Planning Commission.

Due date: June 30, 2010

TASKS 4 AND 5

We anticipate that these tasks will include:

- Public Outreach



- Development of Promotional Materials and Public Information Tool Kit
- Preparation of Draft Code Amendments
- Public Workshop

We will prepare scopes for Tasks 4 and 5 under the timetable outlined in Task A.2. It is our understanding that the City will lead the code adoption process.

Billing Summary

Please see **Attachment A** for our proposed budget.

Some of the tasks listed are influenced by factors outside of our control. Based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization. Tasks that are designated with estimated hours will be billed separately. The task numbers on the invoice will correlate with this proposal.

Exclusions

This scope and budget does not include fees associated with agency reviews or submittals nor does it include any work associated with the following services:

- a) Professional services of subconsultants, i.e., geotechnical and traffic engineers, or wetlands, wildlife, and other specialists, if required by the review agency.
- b) Preparation, submittal, or securing of permits.
- c) Environmental impact statement.
- d) Costs associated with reconsiderations of agency decisions.

Our receipt of the approved contract will be our notification to proceed. If you have any questions, please call me at (253) 383-2422.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad E. Medrud", is written over a light blue horizontal line.

Brad E. Medrud, AICP
Senior Planning Project Manager

BM/lsk

Enclosures

c: Stephen Bennett, City of Lake Forest Park
Wayne Carlson, AHBL
Accounting

Exhibit B - Attachment A - Budget

TASKS	AHBL					ESTIMATED HOURS PER TASK
	PRINCIPAL IN CHARGE	PROJECT MANAGER	STRUCTURAL ENGINEER	GREEN BUILDING	CIVIL ENGINEER - LID	
	\$179	\$143	\$190	\$151	\$98	
	BILLING RATES					TOTAL FEE
TASK A - Coordination with City of Lake Forest Park Staff						
Task A.1 - Meet with City Staff to Finalize Project Scope and Schedule	0	12	0	0	0	\$1,716
Task A.2 - Ongoing Communication with City Staff	0	10	0	0	0	\$286
TASK 1 - Review and Assessment of City Resources						
Task 1.1 - LID	1	6	2	2	8	\$2,503
Task 1.2 - Green Building	1	4	0	2	8	\$1,837
Task 1.3 - Meeting with Planning Commission	0	0	2	0	0	\$380
TASK 2 - Fill and Grade Ordinance and SWM						
Task 2.1 - Develop LID Materials for Public Information Tool Kit	1	2	0	2	26	\$3,315
TASK 3 - Road Standards						
Task 3.1 - Evaluate Road Standards for LID	1	3	0	4	16	\$2,780
TASK 4 - Third Quarter						
Task 4.1 - Evaluate Road Standards for LID	1	2	0	4	36	\$4,597
TASK 5 - Fourth Quarter						
Task 5.1 - Evaluate Road Standards for LID	1	2	0	4	36	\$4,597
TOTALS	5	27	2	16	122	\$19,508
	REIMBURSABLE EXPENSES					\$490
	GRAND TOTAL					\$19,998