



# Special Meeting Agenda

## May 25, 2016

### CITY OF BLACK DIAMOND

25510 Lawson St., Black Diamond, Washington

**7:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL**

**TIME CRITICAL APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:**

- Censure (Councilmember Morgan) – Failing to Attend Regular Scheduled Council Meeting
- Censure (Councilmember Weber) – Failing to Attend Regular Scheduled Council Meeting
- Censure (Councilmember Pepper) – Failing to Attend Regular Scheduled Council Meeting

**TIME CRITICAL CONSENT AGENDA:**

- 1) **Claim Checks** – May 19, 2016 - No. 43513 through No.43568 and EFTs in the amount of \$788,969.40
- 2) **Payroll** – April 29, 2016 - No. 18819 through 18837 and ACH Payments in the amount of \$260,911.07
- 3) **Minutes** – Joint Special Council/Planning Commission Meeting of April 12, 2016

**TIME CRITICAL UNFINISHED BUSINESS:**

- 4) **Claim Check** – March 7, 2016 – No. 43294 DKS Associates in the amount of \$10,000 Councilmember Weber
- 5) **AB16-026B** – Resolution Approving an Agreement with DKS Associates Ms. Kincaid
- 6) **AB16-031A** – Resolution Authorizing Interlocal Agreement with City of Maple Valley for Building Inspection Services Ms. Kincaid
- 7) **AB16-032A** – Resolution Awarding Jones Lake Overlay Project to Lakeridge Paving Co., LLC Mr. Boettcher
- 8) **AB16-028A** – Resolution Authorizing a Conservation Grant Agreement with Puget Sound Energy for the LED Streetlight Conversion Project Mr. Boettcher
- 9) **AB16-029A** – Resolution Authorizing a Water Quality Grant Agreement with King County for the North Commercial Stormwater Treatment Facility Project Mr. Boettcher
- 10) **AB16-030A** – Resolution Confirming Mayor’s Appointment to the Planning Commission Position #7 Mayor Benson
- 11) **AB16-033A** – Resolution Approving Professional Services Contract with Parametrix, Inc. for Design of Covington Creek Culvert Replacement Mr. Boettcher

**TIME CRITICAL NEW BUSINESS:**

- Possible Court Action Regarding Resolution 16-1069 (Regarding Procedures) Councilmember Deady
- 12) **AB16-016B** – Resolution Accepting Dept. of Ecology Grant for 2015 – 2017 Stormwater Capacity Grant Mr. Boettcher
- Americans with Disabilities Act – Reasonable Accommodations Provided Upon Request (360-886-5700)

**13)AB16-021B** – Resolution Confirming Mayor’s Appointment to Civil Service Commission

Mayor Benson

**14)AB16-024C** – Resolution Authorizing an Agreement with BHC for Building Services

Ms. Kincaid

**COUNCIL REPORTS:**

- Councilmember Weber

**15) Resolution Requiring Pre-Approval Before Payment of Claims and Calling for Expedited Compliance with the Requirements of RCW 42.24**

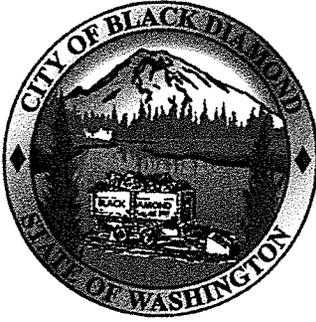
The above item was recommended “do pass” at the May 2 Budget and Finance committee.

- Councilmember Pepper

**16) Resolution Authorizing Interlocal Agreement with City of Maple Valley and Covington for Building Inspection Services.** As amended by Councilmember Pepper.

The amended item was recommended “do pass” at the May 11 Growth Management, Land Use, and Community Service Committee meeting.

**ADJOURNMENT:**



**CERTIFICATION**

Date: May 19, 2016

Check No.'s/EFT	Batch Name	Amount
	Pre-Council April Month End EFT's	\$ 1,406.88
43513-43514	Early Release Cks May 2nd Council 5/19/16	\$ 1,557.68
43515-43568	May 2nd Council 5/19/2016	\$ 786,004.84
	Total Vouchers	788,969.40

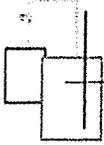
I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER THE PENALTY OF PERJURY, THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED AND OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BLACK DIAMOND, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

*May Miller*  
 \_\_\_\_\_  
 MAY MILLER, FINANCE DIRECTOR

*5-12-2016*  
 \_\_\_\_\_  
 DATE

**COUNCILMEMBERS**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



# Register

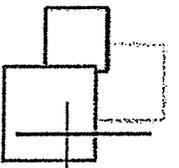
Fiscal: 2016

Deposit Period: 2016 - May, 2016 - April

Check Period: 2016 - May - Pre-Council May 2nd Council, 2016 - May - 2nd Council, 2016 - April - Pre-Council Month End EFT's

Account	Name	Check Date	Amount
<b>Columbia Bank</b>		<b>7000644026</b>	
<b>Check</b>			
<u>43513</u>	Granite Telecommunications	5/11/2016	\$86.31
<u>43514</u>	US Bank Equipment Finance	5/11/2016	\$1,471.37
<u>43515</u>	ADT Security Services (PA)	5/19/2016	\$49.58
<u>43516</u>	AHBL, Inc.	5/19/2016	\$7,800.00
<u>43517</u>	Alister & Sally Sloley	5/19/2016	\$683.72
<u>43518</u>	Alliance 2020. Inc	5/19/2016	\$30.00
<u>43519</u>	Auburn Sports & Marine, Inc.	5/19/2016	\$4,692.08
<u>43520</u>	Black Diamond Auto Parts	5/19/2016	\$126.46
<u>43521</u>	Blumenthal Uniforms & Equipment	5/19/2016	\$9.63
<u>43522</u>	Brown's Automotive Inc.	5/19/2016	\$273.66
<u>43523</u>	Carolyn Seimears	5/19/2016	\$378.87
<u>43524</u>	CenturyLink (WA)	5/19/2016	\$849.28
<u>43525</u>	CHS/Cenex	5/19/2016	\$1,039.12
<u>43526</u>	City of Black Diamond	5/19/2016	\$1,363.70
<u>43527</u>	City of Covington	5/19/2016	\$1,403.00
<u>43528</u>	Comcast (34744)	5/19/2016	\$231.14
<u>43529</u>	Comcast (PA)	5/19/2016	\$394.93
<u>43530</u>	Daily Journal of Commerce	5/19/2016	\$48.40
<u>43531</u>	Dept of Commerce	5/19/2016	\$320,429.21
<u>43532</u>	Enumclaw School Dist.#216	5/19/2016	\$56,298.20
<u>43533</u>	Ferguson Waterworks	5/19/2016	\$1,932.01
<u>43534</u>	Gall's LLC	5/19/2016	\$205.11
<u>43535</u>	Home Depot Credit Service	5/19/2016	\$285.41
<u>43536</u>	Honey Bucket/Northwest Cascade Inc.	5/19/2016	\$87.00
<u>43537</u>	Johnsons Home & Garden	5/19/2016	\$226.03
<u>43538</u>	King Co Radio Comm Services	5/19/2016	\$1,326.01
<u>43539</u>	KING COUNTY FINANCE	5/19/2016	\$43,618.89
<u>43540</u>	King County Fire District 44	5/19/2016	\$247,505.08
<u>43541</u>	King County Prosecuting Attorney	5/19/2016	\$152.14
<u>43542</u>	Mark Klinkhammer	5/19/2016	\$115.01
<u>43543</u>	Modular Space Corp	5/19/2016	\$5,412.63
<u>43544</u>	Morris Law PC	5/19/2016	\$7,134.80
<u>43545</u>	North West Instrument Services	5/19/2016	\$249.78
<u>43546</u>	O'Brien, Barton, & Hopkins, PLLP	5/19/2016	\$2,500.00
<u>43547</u>	Office Products Nationwide	5/19/2016	\$295.92
<u>43548</u>	Olympic Environmental Resources	5/19/2016	\$8,517.89
<u>43549</u>	Orkin Commercial Services	5/19/2016	\$195.35
<u>43550</u>	Orvella Capponi	5/19/2016	\$58.38
<u>43551</u>	Public Safety Testing, Inc	5/19/2016	\$193.00
<u>43552</u>	Puget Sound Energy	5/19/2016	\$6,748.20
<u>43553</u>	Reber Ranch, Inc.	5/19/2016	\$217.08
<u>43554</u>	Regional Animal Services of King County	5/19/2016	\$60.00
<u>43555</u>	Republic Services, Inc. #176	5/19/2016	\$658.36

<u>43556</u>	RH2 Engineering Inc.	5/19/2016	\$37,015.79
<u>43557</u>	Ron & Leo's Welding Service	5/19/2016	\$35.48
<u>43558</u>	Russell Cahill	5/19/2016	\$10,000.00
<u>43559</u>	Secure Pacific Corporation	5/19/2016	\$182.55
<u>43560</u>	Severson's Building Maint	5/19/2016	\$1,550.00
<u>43561</u>	Shred-It USA	5/19/2016	\$44.23
<u>43562</u>	Susan Cappoini	5/19/2016	\$102.77
<u>43563</u>	Utilities Underground	5/19/2016	\$64.68
<u>43564</u>	VenTek International	5/19/2016	\$90.00
<u>43565</u>	Verizon Wireless	5/19/2016	\$1,212.81
<u>43566</u>	Voice of The Valley	5/19/2016	\$631.50
<u>43567</u>	Washington State Treasurer	5/19/2016	\$11,169.97
<u>43568</u>	Water Management Laboratories, Inc.	5/19/2016	\$110.00
<u>EFT Payment</u>	Dept of Licensing-Firearms Online	4/30/2016	\$156.00
<u>EFT Payment</u>	U.S. Postal Service (Black Diamond)	4/30/2016	\$650.88
<u>EFT Payment</u>	U.S. Postal Service (CMRS-FP)	4/30/2016	\$600.00
		<b>Total</b>	<b>\$788,969.40</b>



# Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
Dept of Licensing-Firearms Online					
	EFT Payment 5/11/2016	12:32:41 PM - 1		2016 - April - Pre-Council Month End EFT's	
	040616	DOLFA			
			April CPL		
			633-000-000-386-11-00-00	Gun Permits to DOL	\$78.00
			CPL-BD00000046, BD000084-87		
	Total 040616	DOLFA			\$78.00
	041316	DOLFA			
			April CPL		
			633-000-000-386-11-00-00	Gun Permits to DOL	\$39.00
			CPL-BD000088-89		
	Total 041316	DOLFA			\$39.00
	042216	DOLFA			
			April CPL		
			633-000-000-386-11-00-00	Gun Permits to DOL	\$39.00
			CPL-BD000090-91		
	Total 042216	DOLFA			\$39.00
Total Dept of Licensing-Firearms Online					
U.S. Postal Service (Black Diamond)					
	EFT Payment 5/11/2016	12:32:41 PM - 2		2016 - April - Pre-Council Month End EFT's	
	040416	USPSBD			
			April Bulk Postage		
			401-000-000-534-80-42-01	Postage	\$162.72
			407-000-000-535-80-42-01	Postage	\$162.72
			410-000-000-531-10-42-01	Postage	\$325.44
	Total 040416	USPSBD			\$650.88
Total EFT Payment 5/11/2016 12:32:41 PM - 2					
Total U.S. Postal Service (Black Diamond)					
U.S. Postal Service (CMRS-FP)					
	EFT Payment 5/11/2016	12:32:41 PM - 3		2016 - April - Pre-Council Month End EFT's	
	040716	CMRS-FP			
			March 30-April 6		
			001-000-180-518-90-42-00	Postage	\$200.00
	Total 040716	CMRS-FP			\$200.00

Execution Time: 11 second(s)

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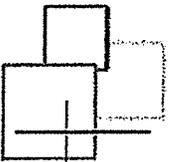
Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
	041116	CMRS-FP			
		April 7-April 11			
		001-000-180-518-90-42-00		Postage	\$200.00
		Total 041116 CMRS-FP			\$200.00
	041616	CMRS-FP			
		April 12-April 15			
		001-000-180-518-90-42-00		Postage	\$200.00
		Total 041616 CMRS-FP			\$200.00
		Total EFT Payment 5/11/2016 12:32:41 PM - 3			\$600.00
		Total U.S. Postal Service (CMRS-FP)			\$600.00
		Grand Total			\$1,406.88
		Vendor Count			3

Execution Time: 11 second(s)

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Voucher Directory



# Voucher Directory

Voucher Number	Reference	Account Number	Description	Amount
<b>Granite Telecommunications</b>				
43513	024713525 GC		2016 - May - Pre-Council May 2nd Council	
			April and May Services	
			001-000-248-518-20-42-00	\$19.85
			001-000-254-518-20-42-00	\$66.46
			MDRT Telephone, Fax, Internet costs	\$86.31
			Facilities-Communication	\$86.31
			<b>Total 024713525 GC</b>	<b>\$86.31</b>
			<b>Total 43513</b>	<b>\$86.31</b>
<b>Total Granite Telecommunications</b>				
<b>US Bank Equipment Finance</b>				
43514	303340640		2016 - May - Pre-Council May 2nd Council	
			April Services	
			001-000-210-521-10-45-00	\$193.03
			001-000-248-594-18-64-00	\$193.03
			001-000-254-518-20-45-04	\$1,085.31
			Lease Payments - US Bank/Copier	\$1,471.37
			MDRT-Computer/Printer	\$1,471.37
			Facilities Copier Maint Lease	\$1,471.37
			<b>Total 303340640</b>	<b>\$1,557.68</b>
			<b>Total 43514</b>	<b>\$1,471.37</b>
<b>Total US Bank Equipment Finance</b>				
<b>Grand Total</b>	<b>Vendor Count</b>	<b>2</b>		

Execution Time: 7 second(s)

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Voucher Directory





Voucher Number Reference Account Number Description Amount

Total 5709  
 Total 43522  
 Carolyn Seimears  
 43523  
 3265.0  
 2016 - May - 2nd Council  
 Facilities-2002 Chev Colorado Oil Change  
 \$58.21  
 \$273.66  
 \$273.66

Total 3265.0  
 410-000-000-343-83-00-00 Stormwater Charges  
 Refund of Water Overpayment Act 3265.0  
 \$378.87  
 \$378.87  
 \$378.87

Total 43523  
 CenturyLink (WA)  
 43524  
 042316 CL  
 2016 - May - 2nd Council

April to May Services  
 001-000-120-512-50-42-00 Telephone/DSL \$44.94  
 001-000-214-521-20-42-00 Police Telephone/DSL/Air Cards \$75.92  
 001-000-214-521-20-42-00 Police Telephone/DSL/Air Cards \$140.13  
 001-000-214-521-20-42-00 Police Telephone/DSL/Air Cards \$60.06  
 001-000-270-576-80-42-00 Telephone/DSL/Radios \$4.80  
 001-000-280-536-20-42-00 Telephone, DSL & Radios \$2.40  
 101-000-000-542-90-42-01 Telephone/DSL/Radios \$26.43  
 401-000-000-534-80-42-00 Telephone/DSL/Radios \$264.96  
 401-000-000-534-80-42-00 Telephone/DSL/Radios \$28.83  
 407-000-000-535-80-42-00 Telephone/DSL/Radios \$49.37  
 407-000-000-535-80-42-00 Telephone/DSL/Radios \$28.83  
 407-000-000-535-80-42-00 Telephone/DSL/Radios \$40.61  
 407-000-000-535-80-42-00 Telephone/DSL/Radios \$53.17  
 410-000-000-531-10-42-00 Telephone/DSL/Radios \$28.83  
 Total 042316 CL \$849.28  
 \$849.28  
 \$849.28

Total 43524  
 Total CenturyLink (WA)  
 CHS/Genex  
 43525  
 043016 CHS  
 2016 - May - 2nd Council

April Fuel  
 001-000-180-518-50-32-01 Fuel-Central Services \$424.30  
 Central Services  
 001-000-240-558-51-32-00 Fuel \$48.00  
 CD



Voucher Number	Reference	Account Number	Description	Amount
001-000-270-576-80-47-01	Water-Parks		Water	\$3.20
001-000-270-576-80-47-01	Water-Parks		Water	\$35.63
001-000-270-576-80-47-01	Eagle Creek-Water		Water	\$4.98
001-000-270-576-80-47-02	Sewer-Parks		Sewer	\$11.52
001-000-270-576-80-47-03	Sewer-Parks		Stormwater	\$96.00
001-000-270-576-80-47-03	Storm-Parks		Stormwater	\$35.93
001-000-270-576-80-47-03	Boat Launch-Storm		Water	\$0.80
001-000-280-536-20-47-01	Cemetery		Water	\$1.25
001-000-280-536-20-47-01	Water-Cemetery		Sewer	\$2.88
001-000-280-536-20-47-02	Sewer-Water		Stormwater	\$36.79
001-000-280-536-20-47-03	Storm-Water		Water	\$62.26
001-000-530-522-10-47-01	Fire Dept-Water		Sewer	\$40.00
001-000-530-522-10-47-02	Fire Dept-Sewer		Stormwater	\$6.00
001-000-530-522-10-47-03	Fire Dept-Storm		Water	\$35.63
101-000-000-543-31-47-01	Water-Streets		Water	\$9.34
101-000-000-543-31-47-01	Railroad Ave lrg.		Sewer	\$21.60
101-000-000-543-31-47-02	Sewer-Street		Water	\$10.01
101-000-000-543-31-47-03	Storm-Street		Sewer	\$15.57
401-000-000-534-80-47-01	Water-Water		Stormwater	\$10.01
401-000-000-534-80-47-01	Sewer-Water		Water	\$36.00
401-000-000-534-80-47-02	Storm-Water		Sewer	\$10.01
401-000-000-534-80-47-03	Water-Sewer		Water	\$15.57
407-000-000-535-80-47-01	Sewer-Sewer		Stormwater	\$36.00
407-000-000-535-80-47-02	Storm-Sewer		Water	\$10.01
407-000-000-535-80-47-02	Water-Sewer		Sewer	\$15.57
407-000-000-535-80-47-03	Storm-Sewer		Stormwater	\$36.00



Voucher Number	Reference	Account Number	Description	Amount
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Daily Journal of Commerce  
43530

3312546  
2016 - May - 2nd Council  
001-000-180-518-90-41-75 Advertising  
Facilities-RFP for City Attorney Services \$48.40

Total 43530  
Total Daily Journal of Commerce \$48.40  
Dept of Commerce \$48.40  
43531

PWFT-256610  
2016 - May - 2nd Council  
401-000-000-591-34-72-03 Principal-PWTF 02 691 005 \$11,250.00  
Black Diamond Corrosion Control Facility Construction  
401-000-000-592-34-83-03 Interest-PWTF 02 691 005 \$393.75  
Black Diamond Corrosion Control Facility Construction

Total PWFT-256610 \$11,643.75  
PWTF-258889  
401-000-000-591-34-72-00 Principal-PWTF 04 691 006 \$295,488.48  
Black Diamond Water System Inter-Tie  
401-000-000-592-34-83-00 Interest-PWTF 04 691 006 \$13,296.98  
Black Diamond Water System Inter-Tie

Total PWTF-258889 \$308,785.46  
Total \$320,429.21  
\$320,429.21

Total 43531  
Total Dept of Commerce  
Enumclaw School Dist.#216 \$320,429.21  
43532

050516 ESD  
2016 - May - 2nd Council  
BLD16-0014  
001-000-240-345-83-00-00 Plan Check Review Fees \$56,298.20  
Refund of Plan Check Fees

Total 050516 ESD \$56,298.20  
Total 43532 \$56,298.20  
Total Enumclaw School Dist #216 \$56,298.20  
Ferguson Waterworks \$56,298.20  
43533

0502920  
2016 - May - 2nd Council  
April Purchase  
401-000-000-534-80-31-01 Operating Supplies \$1,932.01  
Water Funds-Meters

Total 0502920 \$1,932.01  
Total 43533 \$1,932.01  
Total Ferguson Waterworks \$1,932.01

Execution Time: 10 second(s)

Vendor	Number	Reference	Account Number	Description	Amount
Gall's LLC	43534	5245377	2016 - May - 2nd Council		
			001-000-210-521-10-31-04	Uniforms	\$205.11
				Police-Diamond Grip Powder Free Gloves	
		Total 5245377			\$205.11
Total Gall's LLC					\$205.11
Home Depot Credit Service	43535	2594866	2016 - May - 2nd Council		
			May Purchase		
			001-000-180-518-90-31-00	Office Supplies City Hall	\$55.34
				Facilities-Automic Clock and Batteries	
		Total 2594866			\$55.34
Total Home Depot Credit Service					\$55.34
Honey Bucket/Northwest Cascade Inc.	43536	7565291	2016 - May - 2nd Council		
			April Purchase		
			001-000-270-576-80-35-00	Small Tools & Safety Equip	\$10.59
				PW-Sander, Sanding Belts	
			001-000-280-536-20-35-00	Small Tools & Safety Equip	\$2.65
				PW-Sander, Sanding Belts	
			101-000-000-543-50-35-00	Small Tools & Equipment	\$19.85
				PW-Sander, Sanding Belts	
			401-000-000-534-80-35-00	Small Tools & Safety Equip	\$33.09
				PW-Sander, Sanding Belts	
			407-000-000-535-80-35-00	Small Tools & Safety Equipment	\$33.09
				PW-Sander, Sanding Belts	
			410-000-000-531-10-35-00	Small Tools and Safety Equipment	\$33.09
				PW-Sander, Sanding Belts	
		Total 7565291			\$132.36
Total Honey Bucket/Northwest Cascade Inc.					\$132.36
Total Gall's LLC					\$97.71
Total Home Depot Credit Service					\$285.41
Total Honey Bucket/Northwest Cascade Inc.					\$285.41
		2-1632676	2016 - May - 2nd Council		
			April Services		
			001-000-270-576-80-31-00	Portable Restroom Facility	\$87.00

Execution Time: 10 second(s)

Voucher Number	Reference	Account Number	Description	Amount
Total 2-1632676				\$87.00
Parks-Rental Unit				
Total Honey Buckeye/Northwest Cascade Inc.				\$87.00
Johnsons Home & Garden				\$87.00
43537				
2016 - May - 2nd Council				
404240				
April Purchase				
101-000-000-542-90-31-01			Operating Supplies	\$59.80
			Street-Gloves, Nuts & Bolts, Spray Paint	
Total 404240				\$59.80
404744				
April Purchase				
001-000-215-521-10-31-00			Marine Operating Supplies VRF	\$12.48
			Police-Marine Supplies	
Total 404744				\$12.48
404745				
April Purchase				
001-000-270-576-80-31-03			Operating Supplies	\$62.94
			Parks-Drum Liners	
Total 404745				\$62.94
404746				
April Purchase				
001-000-270-576-80-31-03			Operating Supplies	\$3.64
			PW-Vehicle Washing Supplies	
001-000-280-536-20-31-00			Cemetery Office Supplies	\$1.82
			PW-Vehicle Washing Supplies	
101-000-000-542-90-31-01			Operating Supplies	\$19.98
			PW-Vehicle Washing Supplies	
401-000-000-534-80-31-01			Operating Supplies	\$21.79
			PW-Vehicle Washing Supplies	
407-000-000-535-80-31-01			Operating Supplies	\$21.79
			PW-Vehicle Washing Supplies	
410-000-000-531-10-31-00			Office Supplies	\$21.79
			PW-Vehicle Washing Supplies	
Total 404746				\$90.81
Total Johnsons Home & Garden				\$226.03
Total 43537				\$226.03

Execution Time: 10 second(s)

Vendor	Number	Reference	Account Number	Description	Amount
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King Co Radio Comm Services 43538 10944 2016 - May - 2nd Council

April Services	001-000-214-521-20-41-03			K/C 800 Mhz Radio Costs	\$1,326.01
Police					
<b>Total</b>	<b>10944</b>				<b>\$1,326.01</b>
<b>Total 43538</b>					<b>\$1,326.01</b>

Total King Co Radio Comm Services KING COUNTY FINANCE 43539 2071018 2016 - May - 2nd Council

April Services	410-000-000-531-10-49-50			Merchant Card, CC, Lien Fees	\$33.00
Release of Lien Recording Fee					
<b>Total</b>	<b>2071018</b>				<b>\$33.00</b>
<b>Total 2071018</b>					<b>\$33.00</b>

May Services	407-000-000-535-80-41-04			Metro Sewer Charges	\$43,459.02
<b>Total</b>	<b>30013373</b>				<b>\$43,459.02</b>
<b>Total 30013373</b>					<b>\$43,459.02</b>

December 2015	101-000-000-542-64-48-01			Traffic Signal Maintenance	\$2.88
Street-Indirect Costs Correction of Billing					
<b>Total</b>	<b>71687</b>				<b>\$2.88</b>
<b>Total 71687</b>					<b>\$2.88</b>

March Services	101-000-000-542-64-48-01			Traffic Signal Maintenance	\$123.99
Street-Indirect Cost Correction Billing					
<b>Total</b>	<b>74476</b>				<b>\$123.99</b>
<b>Total 74476</b>					<b>\$123.99</b>

January to June Services	001-000-530-522-10-41-00			Fire Dist 44 Prof Serv	\$247,505.08
<b>Total</b>	<b>16-127</b>				<b>\$247,505.08</b>
<b>Total 16-127</b>					<b>\$247,505.08</b>

<b>Total KING COUNTY FINANCE</b>					<b>\$43,618.89</b>
<b>King County Fire District 44</b>					<b>\$43,618.89</b>
<b>Total 43540</b>					<b>\$43,618.89</b>
<b>Total KING COUNTY FINANCE</b>					<b>\$123.99</b>
<b>King County Fire District 44</b>					<b>\$123.99</b>
<b>Total 43540</b>					<b>\$123.99</b>
<b>Total King County Fire District 44</b>					<b>\$247,505.08</b>

Execution Time: 10 second(s)

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 Voucher Directory

Page 10 of 19

Voucher Number	Reference	Account Number	Description	Amount
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King County Prosecuting Attorney  
43541

043016 KCPA  
2016 - May - 2nd Council  
April Crime Victims  
633-000-000-586-00-00-01  
Treasurers Trust Court  
Total 043016 KCPA  
\$152.14  
\$152.14  
\$152.14

Total 43541  
Total King County Prosecuting Attorney  
Mark Klinkhammer  
43542  
042916 MK  
2016 - May - 2nd Council  
410-000-000-343-83-00-00  
Stormwater Charges  
Refund of Water Overpayment Act 3888.0  
Total 042916 MK  
\$115.01  
\$115.01  
\$115.01

Total 43542  
Total Mark Klinkhammer  
Modular Space Corp  
43543  
501580311  
2016 - May - 2nd Council  
May Rental  
001-000-248-518-20-45-01  
MDRT-Bldg Rental-Modspace  
Total 501580311  
\$1,958.06  
\$1,958.06  
\$1,958.06

Total 501580320  
May Rental  
001-000-254-518-20-45-01  
Facilities-Bldg Rental/Modspace  
Total 501580320  
\$3,454.57  
\$3,454.57  
\$5,412.63  
\$5,412.63

Total 43543  
Total Modular Space Corp  
Morris Law PC  
43544  
050416 ML  
2016 - May - 2nd Council  
April Services  
001-000-150-515-30-41-01  
Legal Services-General Govt  
001-000-150-515-30-41-10  
Legal Lawsuits/Other Charges  
001-000-150-515-30-41-17  
Legal Costs-Public Disclosure  
101-000-000-543-30-41-05  
Legal Svcs  
401-000-000-534-80-41-04  
Legal Svcs  
407-000-000-535-80-41-09  
Legal Svcs  
410-000-000-531-10-41-01  
Legal Svcs  
Total 050416 ML  
\$3,101.76  
\$198.00  
\$44.00  
\$689.28  
\$1,033.92  
\$1,033.92  
\$1,033.92  
\$7,134.80  
\$7,134.80  
\$7,134.80

Total 43544  
Total Morris Law PC  
\$7,134.80  
\$7,134.80  
\$7,134.80

Vendor Number Package Account Number Description Amount

North West Instrument Services 43545 13095 2016 - May - 2nd Council

001-000-210-521-10-31-00 Operating Supplies \$249.78  
 Police-Evidence Supplies \$249.78

Total 43545 13095  
 Total North West Instrument Services \$249.78  
 O'Brien, Barton, & Hopkins, PLLP \$249.78  
 43546 50346 2016 - May - 2nd Council \$249.78

April Services  
 001-000-151-515-91-41-00 Court Legal-Public Defender \$2,500.00  
 Total 50346 \$2,500.00

Total 43546 50346  
 Total O'Brien, Barton, & Hopkins, PLLP \$2,500.00  
 Office Products Nationwide \$2,500.00  
 43547 840751 2016 - May - 2nd Council \$2,500.00

001-000-180-518-90-31-00 Office Supplies City Hall \$154.46  
 Total 840751 \$154.46  
 841955 001-000-246-558-70-31-00 Office Supplies \$33.79  
 001-000-254-518-20-31-00 Facilities Operating Supplies \$50.68

Total 841955 \$84.47  
 842626 001-000-246-558-70-31-00 Office Supplies \$56.99  
 Total 842626 MDRT Supplies \$56.99

Total 43547 842626  
 Total Office Products Nationwide \$56.99  
 Olympic Environmental Resources \$295.92  
 43548 043016 OER 2016 - May - 2nd Council \$295.92

April 30, 2016 Event  
 001-000-182-537-20-41-00 Recycling Program- KC Grant \$8,517.89  
 Total 043016 OER \$8,517.89

Total 43548 043016 OER  
 Total Olympic Environmental Resources \$8,517.89  
 Orkin Commercial Services \$8,517.89  
 43549 107825637 2016 - May - 2nd Council \$8,517.89

March Services  
 001-000-248-518-20-49-01 MDRT Bldg Custodial Costs \$30.11  
 Total 107825637 \$30.11

Execution Time: 10 second(s)

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 Voucher Directory

Voucher Number	Reference	Account Number	Description	Amount
Total 107825637				\$85.70
96969341		001-000-254-518-20-49-01	Facilities Building Custodial	\$115.81
April Services				\$79.54
		001-000-212-521-50-48-02	Police Bldg Repairs & Maintenance	\$79.54
Total 96969341				\$195.35
Total 43549				\$195.35
Total Orkin Commercial Services				\$195.35
Orvella Capponi				
43550				
	042916 OC		2016 - May - 2nd Council	
		410-000-000-343-83-00-00	Stormwater Charges	\$58.38
			Refund of Stormwater Overpayment Act 3591.0	
Total 042916 OC				\$58.38
Total Orvella Capponi				\$58.38
Public Safety Testing, Inc				
43551				
	2016-6642		2016 - May - 2nd Council	
January to March Services				\$193.00
		001-000-213-521-10-41-00	Civil Service Testing	\$193.00
			Police-Testing of Police Officer	
Total 2016-6642				\$193.00
Total Public Safety Testing, Inc				\$193.00
Puget Sound Energy				
43552				
	043016 PSE		2016 - May - 2nd Council	
April 3 to May 5, 2016 Service				\$49.16
		001-000-212-521-50-47-00	Electric/gas	\$49.16
			Police/Court Gas-Acct 200000563300	
		001-000-212-521-50-47-00	Electric/gas	\$397.37
			Police/Court Elec-Acct 200009377470	
		001-000-248-518-20-47-00	MDRT Electricity	\$483.63
			MDRT Bldg Elec-Acct 200019932462	
		001-000-270-575-30-47-00	Museum Electricity/Gas	\$236.91
			Museum-Acct 200001525159	
		001-000-270-575-51-47-00	Gym- Electricity and Gas	\$159.69
			Gym-Acct 220006098002	
		001-000-270-576-80-47-00	Electric/Gas	\$2.67
			PW Shop-Parks-Acct 200017719507	
		001-000-280-536-20-47-00	Electric/Gas	\$1.34
			PW Shop-Cemetary-Acct 200017719507	

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-542-63-47-01	Street Lighting	\$2,323.21
			Street Lights-Acct 300000003735		
			101-000-000-542-63-47-01	Street Lighting	\$193.49
			Kentlake Traffic Signal-200008062834		
			101-000-000-542-63-47-01	Street Lighting	\$14.03
			Baker St Crosswalk-Acct 200015449073		
			101-000-000-542-63-47-01	Street Lighting	\$42.84
			Cov Sawyer & 216th-Acct 200008062644		
			101-000-000-542-63-47-01	Street Lighting	\$25.16
			Roberts Drive-Acct 200024810877		
			101-000-000-543-31-47-00	Electric/Gas	\$14.69
			PW Shop-Street-Acct 200017719507		
			401-000-000-534-80-47-00	Electric/Gas	\$2,042.32
			Booster Station-Acct 200002538847		
			401-000-000-534-80-47-00	Electric/Gas	\$16.03
			PW Shop-Water-Acct 200017719507		
			401-000-000-534-80-47-00	Electric/Gas	\$23.90
			Booster Station-Acct 200008062180		
			401-000-000-534-80-47-00	Electric/Gas	\$569.52
			.5 Mill Gal Resv-Acct 200008062404		
			407-000-000-535-80-47-00	Electric/Gas	\$16.03
			PW Shop-Sewer-Acct 200017719507		
			407-000-000-535-80-47-00	Electric/Gas	\$30.73
			Dia Glen Sewer-Acct 200019391925		
			407-000-000-535-80-47-00	Electric/Gas	\$12.31
			Sewer Pump-Acct 200016310662		
			407-000-000-535-80-47-00	Electric/Gas	\$77.14
			Morganville Lift Str-Acct 200001558101		
			410-000-000-531-10-47-00	Electric/Gas	\$16.03
			PW Shop-Drainage-Acct 200017719507		
			Total 043016 PSE		\$6,748.20
			Total Puget Sound Energy		\$6,748.20
			Reber Ranch, Inc.		\$6,748.20
			43553		
			57665		
			2016 - May - 2nd Council		
			001-000-270-576-80-31-10	Community Event Supplies	\$217.08
			Parks-Grass Seed		
			Total 57665		\$217.08
			Total Reber Ranch, Inc.		\$217.08
			43553		\$217.08

Execution Time: 10 second(s)



Vendor Number	Reference	Account Number	Description	Amount
<b>RH2 Engineering Inc.</b>				
43556	64950		2016 - May - 2nd Council	
			April Services	
		001-000-257-558-70-41-02	MDRT Civil Engineering-RH2 Engineering	\$32,416.67
	Total 64950			\$32,416.67
	65007		April Services	
		402-000-003-594-34-63-06	Springs/Task 3	\$3,273.79
		PW-North Bank Artesian Spring Project		
	Total 65007			\$3,273.79
	65021		April Services	
		404-000-011-534-80-41-00	Water Comp Plan	\$1,325.33
		PW-Comp Water System Plan Update Assistance		
	Total 65021			\$1,325.33
	Total 65021			\$1,325.33
<b>Total RH2 Engineering Inc.</b>				
<b>Ron &amp; Leo's Welding Service</b>				
43557	199830		2016 - May - 2nd Council	
		510-000-200-594-48-64-09	4-Wheel Drive Truck	\$35.48
		PW-Trailer Hitch Welding for New PW Truck		
	Total 199830			\$35.48
	Total 199830			\$35.48
<b>Total Ron &amp; Leo's Welding Service</b>				
<b>Russell Cahill</b>				
43558	042816 RC		2016 - May - 2nd Council	
		001-000-240-345-89-99-24	Security Deposit	\$10,000.00
		Refund of Assignment of Funds Surety Deposit		
	Total 042816 RC			\$10,000.00
	Total 042816 RC			\$10,000.00
<b>Total Russell Cahill</b>				
<b>Secure Pacific Corporation</b>				
43559	8403.9		2016 - May - 2nd Council	
		May 1 to July 31, 2016 Services		\$60.85
		001-000-120-512-50-49-05	Security	\$121.70
		001-000-212-521-50-49-05	Security	\$182.55
	Total 8403.9			\$182.55
	Total 8403.9			\$182.55
<b>Total Secure Pacific Corporation</b>				

Execution Time: 10 second(s)

Vendor Number Reference Account Number Description Amount

Severson's Building Maint 43560 2016 - May - 2nd Council

581298 April Services 001-000-254-518-20-49-01 Facilities Building Custodial \$150.00  
 Total 581298 \$150.00

581299 April Services 001-000-212-521-50-41-03 Police Custodial Cost \$500.00  
 Total 581299 \$500.00  
 581300 April Services 001-000-248-518-20-49-01 MDRT Bldg Custodial Costs \$360.00  
 001-000-254-518-20-49-01 Facilities Building Custodial \$540.00  
 Total 581300 \$900.00

Total Severson's Building Maint 581300 \$1,550.00  
 Shred-It USA 43561 2016 - May - 2nd Council \$1,550.00

9410413411 April Services 001-000-120-512-50-49-04 Shredding Services \$14.74  
 001-000-180-518-90-49-04 Shredding Services \$14.75  
 001-000-210-521-10-49-05 Shredding Services \$14.74  
 Total 9410413411 \$44.23

Total Shred-It USA 43562 2016 - May - 2nd Council \$44.23  
 Susan Cappolini 43562 Stormwater Charges \$102.77  
 410-000-000-343-83-00-00 Refund of Water Overpayment Act 3414.0 \$102.77  
 Total 042916 SC \$102.77

Total Susan Cappolini 43563 2016 - May - 2nd Council \$41.58  
 Utilities Underground 43563 Locating Service \$41.58  
 Total 6030106 \$41.58

6030106 March Services 401-000-000-534-80-41-08 \$41.58  
 Total 6030106 \$41.58

Number      Reference      Account Number      Description      Amount

6040106  
 April Services  
 401-000-000-534-80-41-08      Locating Service      \$23.10  
 Total 6040106      \$23.10  
 Total Utilities Underground      \$64.68  
 Ventek International      43564      2016 - May - 2nd Council      \$64.68

100022  
 May Services  
 001-000-270-576-80-41-02      Venvue Pay Station      \$90.00  
 Parks Pay Station      \$90.00  
 Total 100022      \$90.00

Total 43564  
 Total Ventek International      \$90.00  
 Verizon Wireless      43565      2016 - May - 2nd Council      \$90.00

9763546824  
 March 11 to April 10  
 001-000-214-521-20-42-00      Police Telephone/DSL/Air Cards      \$368.33  
 Total 9763546824      \$368.33  
 9764370112

March 24 to April 23  
 001-000-130-513-10-42-00      Telephone/DSL      \$40.01  
 001-000-214-521-20-42-00      Police Telephone/DSL/Air Cards      \$142.54  
 001-000-240-558-51-42-00      Telephone      \$55.30  
 001-000-246-558-70-42-01      Telephones      \$110.60  
 001-000-254-518-20-42-00      Facilities-Communication      \$55.30  
 001-000-270-576-80-42-00      Telephone/DSL/Radios      \$17.63  
 001-000-280-536-20-42-00      Telephone, DSL & Radios      \$8.80  
 101-000-000-542-90-42-01      Telephone/DSL/Radios      \$96.96  
 401-000-000-534-80-42-00      Telephone/DSL/Radios      \$105.78  
 407-000-000-535-80-42-00      Telephone/DSL/Radios      \$105.78  
 410-000-000-531-10-42-00      Telephone/DSL/Radios      \$105.78  
 Total 9764370112      \$844.48

Total 43565      \$1,212.81  
 Total Verizon Wireless      \$1,212.81  
 Voice of The Valley      43566      2016 - May - 2nd Council      \$1,212.81

18148  
 April Services      \$631.50  
 001-000-240-558-60-41-75      Advertising

Vendor Number Reference Account Number Description Amount

CD-SEPA Determination Notices

Total 43566 \$631.50  
 Total Voice of The Valley \$631.50  
 Washington State Treasurer 43567 \$631.50

2016 - May - 2nd Council  
 043016 WST  
 April Court Remittance  
 633-000-000-586-00-00-01 Treasurers Trust Court \$11,169.97  
 Total 043016 WST \$11,169.97  
 Total Washington State Treasurer \$11,169.97  
 Water Management Laboratories, Inc. 43568 \$11,169.97

2016 - May - 2nd Council  
 148660  
 April Services  
 401-000-000-534-80-41-02 Water Testing and Sampling \$42.00  
 Total 148660 \$42.00  
 148781  
 April Services  
 401-000-000-534-80-41-02 Water Testing and Sampling \$47.00  
 Total 148781 \$47.00

149228  
 April Services  
 401-000-000-534-80-41-02 Water Testing and Sampling \$21.00  
 Total 149228 \$21.00  
 Total Water Management Laboratories, Inc. \$110.00  
 Grand Total Vendor Count 54 \$110.00  
 \$786,004.84

# April 2016 Payroll Register

<u>Number</u>	<u>Item</u>	<u>Amount</u>
<u>18819</u>	Employee Paper Paycheck	\$692.00
<u>18820</u>	Employee Paper Paycheck	\$437.90
<u>18821</u>	Employee Paper Paycheck	\$5,246.34
<u>18822</u>	Employee Paper Paycheck	\$828.39
<u>18823</u>	Employee Paper Paycheck	\$3,449.48
<u>18824</u>	Aflac	\$128.44
<u>18825</u>	AWC Employee Benefit Trust	\$34,929.56
<u>18826</u>	AWC Employee Benefit Trust	\$4,042.93
<u>18827</u>	BD Police Officers Association	\$600.00
<u>18828</u>	City of Black Diamond Flex	\$80.00
<u>18829</u>	Dept of Labor and Industries	\$2,664.40
<u>18830</u>	Dept of Retirement Systems	\$27,740.47
<u>18831</u>	Employment Security Dept	\$761.29
<u>18832</u>	Joseph Kaufman (Leoff1)	\$115.40
<u>18833</u>	King County Superior Court Clerk	\$643.81
<u>18834</u>	Pierce County Superior Court Clerk	\$1,273.22
<u>18835</u>	Teamsters Local 117	\$768.09
<u>18836</u>	Trusteed Plans Service CP LTD	\$720.51
<u>18837</u>	Washington State Treasurer	\$3,825.00
<u>ACH April 2016</u>	City of Black Diamond Taxes	\$51,768.52
<u>April 2016 Draw</u>	Payroll Vendor	\$32,385.00
<u>April 2016 Payroll</u>	Payroll Vendor	\$87,810.32
		<b>\$260,911.07</b>

*Mayerhiller 5-13-2016*

**BLACK DIAMOND SPECIAL JOINT  
CITY COUNCIL/PLANNING COMMISSION MEETING MINUTES  
April 12, 2016**

**CALL TO ORDER, FLAG SALUTE:**

Mayor Benson called the special joint meeting of the Council and Planning Commission to order at 6:32 p.m. and led us all in the Flag Salute.

**ROLL CALL:**

**PRESENT:** Councilmembers Deady, Edelman, Morgan and Pepper.  
Planning Commissioners McCain, Davis, Ambur, Senecal, Ammons, and Ekberg.

**ABSENT:** Councilmember Weber and Commissioner LaConte

Staff present were: Barbara Kincaid, Community Development Director and Brenda L. Martinez, City Clerk.

**WORK SESSION:**

**City's Comprehensive Plan Update**

Community Development Director Kincaid reported tonight's meeting is to go through the housing policies of the Comprehensive Plan. She updated those in attendance on what has been done so far on the update review and where we need to go in the process. She discussed the Chapters that have been reviewed in previous work sessions; introduction, community care, and demographics which was done through the housing appendix. Out of the 11 Chapters in the Comprehensive Plan five have been completed. She noted next month the joint session will be to review the Capital Facilities and Economic Development chapters and reported pulling out parks and trails as they will have a stand-alone chapter. The remaining chapters to review will be police, fire and administration. In June the plan is to review the land use chapter followed by the transportation chapter in July. Once those are complete the city will have a complete draft plan to take out to the public and then start back with the Planning Commission to start the public hearing process to make a recommendation to the Council. She commented that we are in good shape, however the one chapter that is not complete is the transportation element. She discussed the primary consultant hired to do this update hired a subconsultant for the transportation element. However, the primary consultant's contract was terminated due to being unhappy with the product being provided. She would like to do a contract with the subconsultant to complete the transportation element work they have started as it is really important to get the plan completed.

## Housing Element

Community Development Director Kincaid discussed it being important during this policy discussion to make sure the issues are addressed and asked for comment on the working draft in case something was missed. She commented the data shows we have an aging housing stock that needs to be addressed. Fifteen percent of the housing stock was built in 1939 or earlier and the City needs to make sure this housing is kept livable. People per household is declining – households are becoming smaller. She asked Council to think about what kind of housing stock the city needs to have. She also noted that fewer households have children and the city has a senior population and more renters and no special needs housing the Council needs to think about how we will address this. Another issue that needs to be addressed is affordability. She noted the counts in this chapter come from the 2010 census and the American which has a five year rolling snapshot.

Discussion continued between Council and the Planning Commission with the focus being housing stock, diversity of housing stock, designated historic area, and design standards for the historical area.

Commission Ekberg referred back to the appendix as he was not in attendance at that meeting. He noted on page 2 the date range being unclear and needs to be changed to read 2000-2013. First paragraph on page 3 needs to be addressed as table 6.4 total housing units as 1754 and on page 2 the number is 1699. Table 6.3 on page three the percentages do not add up to 100%. Page 5 second paragraph where it says there will be 7,674 households by 2035 and then take into account in the third paragraph and add the number on 1, 2, and 3 you get a different number. Ms. Kincaid noted she will look into these and make any necessary changes.

Councilmember Morgan referred to the second paragraph of the Housing Element and discussed looking at the Department of Commerce verbiage regarding vitality and suggested adding their verbiage to this paragraph. **Consensus was ok to add this verbiage.**

## Introduction

Ms. Kincaid stated in the introduction it is focused on trying to provide available, affordable and adequate housing for everyone on all economic and social spectrums.

Discussion continued on preserving neighborhood characteristics, cottage homes, arranging duplexes and fourplexes to look like one home, addressing seniors and people with disabilities, allowing zoning for group homes.

## Context and Strategies

Ms. Kincaid discussed the area sets the stage that we are committed to doing the things Growth Management says, but also because it's the right thing to do. We affirm in the second paragraph the City can be instrumental and build stronger pathways between the

housing groups and recognizing on page 2 that housing correlates with economic sustainability and jobs.

Discussion on the area focused on the housing density changed over the next five years, target numbers in the 2009 comprehensive plan, target numbers in the appendix.

### **City of Black Housing Policies**

**Goal** Ensure adequate housing for all current and future residents of Black Diamond by achieving and maintaining high quality housing and neighborhoods. **Consensus to cross out the word high.**

**Policy H-1:** Promote a variety of residential densities and housing types. **Consensus is ok as written.**

**Policy H-2:** Encourage the preservation of existing housing stock and development standards that minimize housing costs. **Consensus is ok as written.**

**Policy H-3:** Provide a balance of swelling unit types, residential densities, and prices within the City. **Consensus is ok as written.**

**Policy H-4:** Provide flexibility in zoning and subdivision regulations to encourage a diversity of owner and rental housing types to ensure capacity to accommodate growth. A diversity of types and styles should include attached and detached units. Discussion on how this would be applied. Ms. Kincaid have the example of the subdivision code. **Consensus is ok a written.**

**Policy H-5:** Coordinate with PSRC and appropriate agencies to achieve goals of the Regional Housing Strategy. **Consensus is ok as written.**

**Policy H-6:** Adhere the same regulations to manufactured and site built or stick built structures. **Consensus to take out "or stick built".**

**Policy H-7:** Encourage the preservation and maintenance of existing housing to ensure that such housing is safe and livable. **Consensus is ok as written.**

**Policy H-8:** Promote housing affordability in coordination with transit, bicycle, and pedestrian plans in proximity to transit hubs and corridors and planning for mixed uses in transit station areas. **More transportation or mobility options – ok to have Ms. Kincaid change.**

**Policy H-9:** Monitor housing supply, type, and affordability to maintain diversity and affordability. **Consensus is ok as written.**

**Policy H-10:** Promote mixed-use residential/commercial development in designated Town Center, Neighborhood Center, and Community Commercial areas. **Consensus is ok as written.**

**Goal** Encourage the availability of a wide range of affordable housing to meet the needs of households with varying economic status.

**Policy H-11:** Work with King County, other local governments and appropriate agencies and programs to maintain the City's "fair-share" of affordable housing and provide affordable homeownership opportunities for low, moderate, and middle-income households. **Combine H-11 and H-12 into one policy.**

**Policy H-12:** Preserve Black Diamond's share of housing affordable to very low income households. **Combine with H-12.**

**Policy H-13:** Examine ways to eliminate unnecessary or excessive requirements that create barriers to affordable housing, if they exist. This may include any excessive requirements regarding siting and operating special needs housing. **Start with "Eliminate unnecessary", add a period after "housing" and eliminate ", if they exist".**

**Policy H-14:** Coordinate with appropriate agencies to provide programs and services to needy households, special needs populations, and the homeless. **Consensus is ok as written.**

**Policy H-15:** Promote affordable housing in close proximity to employment, healthy food, and multi-modal transportation opportunities. **Change "healthy foods to "services".**

**Policy H-16:** The City should identify regulatory, financial, and physical barriers to the development of affordable housing strategies to overcome such barriers. **Consensus is ok as written.**

**Policy H-17:** The City should offer regulatory incentives such as priority processing of permits, fee waivers or reductions to builders who provide very low or low to moderate-income housing for seniors or other special needs households. Ensure that affordable housing achieved through public incentives or assistance remains affordable for the longest possible term. **After discussion on this policy there was consensus to strike it.**

**Policy H-18:** The City should consider inclusionary zoning tools which require developers to include a certain percentage of affordable housing in each development. **Consensus is ok as written.**

**Policy H-19:** The City should maintain a record of publicly owned land, and if land is determined to be surplus for public purposes and is suitable for housing, consider its use for affordable housing along with other alternative public benefit use. **Consensus to strike this policy.**

**Policy H-20:** Work cooperatively with other jurisdictions, non-profits such as the King County Housing Authority, and service providers to meet affordable housing needs. **Consensus to strike this policy.**

**Policy H-21:** Collaborate with King County to monitor the supply of affordable housing. Amend local housing policies in this chapter to address results of monitoring efforts. **Combine 11 and 21**

**Policy H-22:** Preserve existing affordable housing units, where appropriate.  
**Consensus to strike this policy.**

**Goal:** Recognize the need for and support housing for special needs populations.

**Policy H-23:** Support development of emergency, transitional, and permanent supportive housing with appropriate services for people with special needs throughout the city and region. **Consensus is ok as written.**

**Policy H-24:** Support opportunities for older adults and people with disabilities to remain in the community as their housing needs change, by encouraging universal design or retrofitting homes for lifetime use. **Consensus is ok as written.**

**Policy H-25:** Work with other jurisdictions and health and social service organizations to develop a coordinated, regional approach to homelessness.  
**Consensus is ok as written.**

Community Development Director Kincaid stated she will revise the document to reflect the changes agreed to tonight and bring back to the meeting along with the revised material from the last meeting. She noted the next joint meeting is scheduled for May 10, 2016.

There was discussion on facilities for homeless people for showers and services for senior citizens. Ms. Kincaid noted that showers are addressed in Policy H-23.

#### **ADJOURNMENT:**

A **motion** was made by Councilmember Deady and **seconded** by Councilmember Pepper to adjourn the meeting. Motion **passed** with all voting in favor.

The meeting was adjourned at 8:29:32 p.m.

ATTEST:

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Carol Benson, Mayor

---

Brenda L. Martinez, City Clerk

PAY TO:

DKS Associates  
1970 Broadway Ste 740  
Oakland CA 94612-2219  
FOR THE ITEMS INDICATED BELOW:

CLAIM VOUCHER  
CITY OF BLACK DIAMOND  
POST OFFICE BOX 599 • BLACK DIAMOND, WASHINGTON 98010

43294

CERTIFICATION

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Black Diamond, and that I am authorized to authenticate and certify to said claim.

Approved For Payment By:

SIGNED

TITLE

.....  
Council Member

Invoice Number	Invoice Date	Scheduled Payment Date	Account Number	Description	Amount
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0059886	2/19/2016	3/17/2016	310-000-025-558-60-41-00	CD Planning	
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July 1, 2015 to August 28, 2015 Services  
310-000-025-558-60-41-00 Comp Plan Update-Prof Sys

Invoice Total: \$10,000.00  
Vendor Total: \$10,000.00



DKS Associates  
 1970 Broadway, Ste. 740  
 Oakland, CA 94612-2219  
 510.763.2061  
 510.268.1739 fax  
 www.dksassociates.com

Barbara Kincaid  
 City of Black Diamond  
 24301 Roberts Dr  
 Black Diamond, WA 98010

February 19, 2016  
 Project No: 14218-000  
 Invoice No: 0059886

For consulting services in connection with close out of the 2015 Black Diamond Comprehensive Plan Update.  
Professional Services for the Period of July 1, 2015 through August 28, 2015

Task	006	3.5 Update Travel Demand Models		
Professional Personnel				
		Hours	Rate	Amount
Grade 9				
Le, Tom		97.00	95.00	9,215.00
Grade 17				
Grgich, Christopher		.50	135.00	67.50
Grade 25				
Powers, Meagan		4.10	175.00	717.50
Totals		101.60		10,000.00
Total Labor				10,000.00
			Total this Task	\$10,000.00
			Total this Invoice	\$10,000.00

I hereby certify the goods or services have been received, and/or the payment is required, per contract or legal obligation.

Approved by: Barbara Kincaid

Date: 2/22/16

Comp Plan Account: 310-000-025-55860-1100

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b>  <b>Resolution authorizing the Mayor to sign a Professional Services Agreement with DKS Associates for the transportation element in the Comprehensive Plan update</b>	<b>Agenda Date: May 25, 2016</b>	
	<b>AB16-026B</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barbara Kincaid	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$34,655 fixed rate total includes two optional tasks (1)\$3,615 for Public Open House and (2) \$6,555 to attend Public Hearings		
Fund Source: - Comp Plan Update-2016 Budget	Public Works – Seth Boettcher	
Timeline: April-June 2016	Court – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Draft Resolution; Professional Services Agreement</b>		
<b>SUMMARY STATEMENT:</b> The City entered into a Professional Services Agreement with BergerAbam in 2014 and agreed to a scope of work and budget to update the Comprehensive Plan as required under the Growth Management Act (GMA). BergerAbam hired DKS Associates as their subconsultant for the transportation element of the Comprehensive Plan. The City terminated the Agreement with BergerAbam in October 2015 before DKS Associates had completed all the tasks in the original scope of work. However, at the time the BergerAbam contract was terminated, DKS had already completed over 90% of the tasks in the scope of work for the transportation element. The City has not been billed for the remaining work in the scope that was not done.  The City needs DKS to complete the tasks in the original BergerAbam Agreement scope of work in order for the draft transportation element to be whole. In addition, staff has identified additional tasks that are needed to ensure the final draft transportation element is comprehensive for the public, planning commissioners, and council members.  Tasks from the original scope that need to be completed include the following: <ul style="list-style-type: none"> <li>• Complete the planning level costs for recommended transportation improvements</li> <li>• Respond to the City’s review comments and coordination meeting</li> </ul> New tasks include: <ul style="list-style-type: none"> <li>• Traffic simulation modeling</li> <li>• Presentation to staff, Planning Commission, and City Council at joint work session</li> <li>• Presentation of traffic analysis and simulation findings at a Public Open House</li> </ul>		

- Attend City Council/Planning Commission Hearings

The timely approval of this Agreement is important because the Comprehensive Plan update is behind the GMA schedule for adoption. This is causing the City to be ineligible for grant funds.

FISCAL NOTE (Finance Department): The funds for the DKS Agreement for \$34,655 are already included in the 2016 Comp Plan Budget.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

**RECOMMENDED ACTION: Motion to adopt Resolution No. 16-0000, (*Clerk to assign number at time of adoption*), authorizing the Mayor to sign a Personal Services Agreement with DKS Associates.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
April 7, 2016	Motion to refer to committee.	Passed 3-2 (Deady, Edelman)
May 5, 2016	Motion to postpone to May 19 meeting.	Passed 3-2 (Deady, Edelman)
May 19, 2016	No quorum	
May 25, 2016		

**RESOLUTION NO. 16-**

**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 DKS ASSOCIATES TO COMPLETE THE DRAFT TRANSPORTATION ELEMENT PORTION OF THE COMPREHENSIVE PLAN UPDATE; IN THE AMOUNT OF \$24,485.00 WITH TWO OPTIONAL TASKS THAT, IF AUTHORIZED BY THE CITY, WOULD INCREASE THE CONTRACT AMOUNT TO \$34,655.00**

**WHEREAS**, City of Black Diamond is in need of consulting services to complete the update of its Comprehensive Plan mandated by the State of Washington; and

**WHEREAS**, in 2014, the City entered into a Professional Services Agreement (Agreement) with BergerAbam, a planning consulting firm, to provide such services under an agreed upon scope of work and budget; and

**WHEREAS**, BergerAbam began work under the Agreement and subcontracted with DKS Associates for the transportation element of the Comprehensive Plan update;

**WHEREAS**, the City terminated the Agreement with BergerAbam prematurely, and before DKS completed all of the transportation planning work defined in the scope and budget of the Agreement; and

**WHEREAS**, the City still needs the remaining transportation planning work to be completed by DKS Associates; and

**WHEREAS**, the City has also identified additional tasks that are needed in order for the City to be successful in updating its Comprehensive Plan; and

**WHEREAS**, DKS Associates has provided a scope of work and budget which includes the incomplete tasks from the BergerAbam Agreement together with the newly identified tasks, as needed to complete the transportation element, as described in Exhibit A, attached to the DKS Professional Services Agreement; and

**WHEREAS**, the proposed contract is in the amount of \$24,485.00 for DKS to complete the work required for the City's Comprehensive Plan update; and

**WHEREAS**, the proposed contract also includes two "optional" elements (Exhibit A to the Professional Services Agreement attached), which the City could authorize if needed, and which would increase the contract amount to not more than \$34,655.00; and

**WHEREAS**, the City has identified and budgeted for completion of the Comprehensive Plan update and these amounts in the 2016 budget;

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

**Section 1.** The Mayor is authorized to execute the attached Professional Services Agreement with DKS Associates for transportation planning services to complete its Comprehensive Plan update, in the amount of \$24,485.00, with two optional tasks that may be authorized by the City and which may increase the contract amount to not more than \$34,655.00.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS \_\_\_\_ DAY OF \_\_\_\_, 2016.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

THIS Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (hereinafter the "CITY")  
24301 Roberts Drive  
Black Diamond, WA 98010  
Contact: Mayor Carol Benson Phone: 360-886-5700 Fax: 360-886-2592

And DKS Associates, a corporation, organized under the laws of the State of Washington, doing business at:

DKS ASSOCIATES (hereinafter the "CONSULTANT")  
720 SW Washington St, Suite 500  
Portland, Oregon 97205  
Contact: Chris Maciejewski, PE Phone: 503-243-3500

for professional services in connection with the following Project:

Black Diamond Comprehensive Plan Update Transportation Element

**TERMS AND CONDITIONS**

**1. Services by Consultant.**

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." 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.

**2. Schedule of Work.**

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

**3. Terms.** This Agreement shall commence on upon the date that both parties sign this contract and shall terminate on June 30, 2016 unless extended or terminated in writing as provided herein.

**4. Compensation.**

- FIXED FEE.** Compensation for these services shall be a Fixed Fee of \$24,485. Compensation for optional tasks with City authorization shall be a Fixed Fee of \$3,615 for Task 6 and \$6,555 for Task 7.
- TIME AND MATERIALS NOT TO EXCEED.** Compensation for these services shall not exceed \$\_\_\_\_\_ without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit C.
- TIME AND MATERIALS.** Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "\_\_\_\_\_."
- OTHER.** \_\_\_\_\_

**5. Payment.**

A. Consultant shall provide monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within forty-five (45) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. 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.

**6. 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. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the

approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 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.

**7. Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

## **8. Suspension and Termination of Agreement**

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, 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. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* 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.

D. Suspension. The City may suspend this Agreement, at its sole discretion. 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.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

**9. Standard of Care.** Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**10. Ownership of Work Product.**

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 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

**11. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**12. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's

inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and Volunteers, the Consultant's liability 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. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

13. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional 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 and Employer's Liability Insurance.
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.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**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 in the sole discretion of the City.

**15. Notice.** Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Carol Benson  
Mayor  
24301 Roberts Drive  
Black Diamond, WA 98010

Phone: 360-886-5700  
Fax: 360-886-2592

DKS Associates  
Attn: Chris Maciejewski, PE  
720 SW Washington St, Suite 500  
Portland, Oregon 97205

Phone: 503-243-3500

## 16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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's fees from the other party.

## 17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document

as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,  
WASHINGTON

DKS ASSOCIATES

By: \_\_\_\_\_  
Carol Benson  
Mayor

By: Chris Maciejewski

Name: Chris Maciejewski

Title: Principal

Date: \_\_\_\_\_

Date: 3/30/16

Attest:

By: \_\_\_\_\_  
Brenda Martinez  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol A. Morris  
City Attorney

Exhibit "A" City of Black Diamond Professional Services Agreement

Black Diamond Comprehensive Plan Update Transportation Element Work Schedule

March 7, 2016

<b>Scope Task</b>	<b>Schedule</b>
Task 1 – Planning Level Cost Estimates for recommended transportation improvements	Within 1 month of signed contract
Task 2 – Respond to City Comments	Within 1 month of signed contract
Task 3 – Traffic Simulation Modeling	Within 2 months of signed contract
Task 4 – City Staff Coordination Meeting	Within 3 months of signed contract
Task 5 – Joint City Council/Planning Commission Work Session	Within 3 months of signed contract
<b>Optional Tasks</b>	
Task 6 – Public Open House to present traffic analysis and simulation findings	TBD
Task 7 – City Council/Planning Commission Hearings	TBD

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b>  <b>A Resolution authorizing the Mayor to execute an Interlocal Agreement with the City of Maple Valley for building inspection services.</b>	<b>Agenda Date: May 25, 2016</b>	
	<b>AB16-031A</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barbara Kincaid	<b>X</b>
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): Annually \$48,000 Budgeted		
Fund Source: --Building Permit Revenue	Public Works – Seth Boettcher	
Timeline: 2016	Court – Stephanie Metcalf	
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 16- 0000 ; Interlocal Agreement</b>		
<b>SUMMARY STATEMENT:</b>  <p>Maple Valley has been providing building inspection services for several years under a tri-party Interlocal Agreement between Black Diamond, Maple Valley, and Covington. Under this Agreement, Covington conducted plans review and provided the services of their Building Official. This Agreement was established because of the City's financial constraints to hire its own staff to perform these duties.</p> <p>The tri-party Interlocal was terminated on March 14, 2016 due to several issues involving staff's concerns about Covington's delivery of services. The termination letter requested that Covington stop work immediately and for Maple Valley to continue doing inspections for 60-days as specified in the Agreement's termination clause.</p> <p>Staff identified a qualified consultant (BHC) to fulfill all of the necessary building service functions as needed. A Resolution was presented to Council on March 17, 2016 requesting Council approval for the Mayor to execute this contract. Staff has also worked with Maple Valley for a new two-party Interlocal Agreement to have Maple Valley continue doing inspections because this arrangement has been very positive.</p> <p>This Resolution is the result of these discussions, to approve an Interlocal Agreement between Black Diamond and Maple Valley for Building Inspection Services. The BHC Personal Services Agreement is still needed for plans review and to fulfill the City's legal requirement to have a designated Building Official. In the event that Maple Valley's inspectors cannot perform inspections, then BHC could do them. The cost associated with all building services is paid by</p>		

the development permit. The City budget supports this action.

Staff recommends passing the Resolution for an Interlocal Agreement with the City of Maple Valley for building inspection services.

FISCAL NOTE (Finance Department): The 2016 Budget includes \$48,000 for Building Official Costs, with Building Permit Revenue Budgeted to cover these costs.

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt the Resolution No. 16-0000 (Clerk to assign at adoption), authorizing the Mayor to execute an Interlocal Agreement with the City of Maple Valley for building inspection services.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 5, 2016	Referred to Committee	
May 19, 2016	No quorum	

**RESOLUTION NO. 16-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE AN  
INTERLOCAL AGREEMENT WITH THE CITY OF MAPLE  
VALLEY FOR BUILDING INSPECTION SERVICES**

**WHEREAS**, Black Diamond and Maple Valley are public agencies as defined by Ch. 39.34 of the Revised Code of Washington ("RCW"), and are authorized to enter into Interlocal Agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of the local communities; and

**WHEREAS**, Maple Valley maintains building division staff that regularly conducts building inspections; and

**WHEREAS**, although building activity has been increasing, there is currently not enough building permit activity to allow the City to maintain its own building division staff; and

**WHEREAS**, the City of Black Diamond has been using building inspection services from the City of Maple Valley under a tri-party Interlocal Agreement that also included the City of Covington; and

**WHEREAS**, the tri-party Interlocal Agreement was terminated on March 14, 2016 and the City wants to continue using the building inspection services from the City of Maple Valley;

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

**Section 1.** The Mayor is authorized to execute an Interlocal Agreement with the City of Maple Valley for building inspection services, substantially in the form as Attachment A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

**INTERLOCAL AGREEMENT  
BETWEEN  
MAPLE VALLEY AND BLACK DIAMOND  
FOR  
BUILDING INSPECTION SERVICES**

**RECITALS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the City of Maple Valley, a Washington municipal corporation (“Maple Valley”), and the City of Black Diamond, a Washington municipal corporation (“Black Diamond”), (collectively the “Parties” or “Cities” or in the singular “Party” or “City”).

WHEREAS, the Parties are “public agencies” as defined by Chapter 39.34 of the Revised Code of Washington (RCW) and through the provisions of that chapter are authorized by state law to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, the Parties have similar building inspection needs and each Party can realize certain economies from sharing resources, thereby providing savings to taxpayers through contracting for shared services; and

WHEREAS, each Party has agreed to compensate a Party for services offered under this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

**AGREEMENT**

- 1. Purpose.** It is the purpose of this Agreement to utilize the provisions of state law to enable the Parties to take advantage of economies of scale in sharing resources by Maple Valley offering building inspection services to Black Diamond.
- 2. Services.** Maple Valley (the “Providing Party”) agrees to offer the following services (“Offered Service(s)”) to Black Diamond upon request (the “Requesting Party) pursuant to the following.
  - 2.1. Offered Services.**
    - 2.1.1. Building Inspection.** Maple Valley agrees to offer building inspection services, performed by Maple Valley’s Building Inspectors, to the Requesting Party.

**2.1.2. Warranty.** The Providing Party represents and warrants that their building inspectors have the requisite licensing, certification, training, skill, and experience necessary to provide the services offered under this Agreement. The Providing Party's building inspectors will perform the services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**2.2. Requests for Offered Services.** The Requesting Party shall submit a written request to the Providing Party for performance of an Offered Service, including any and all needs, specifications, or standards that must be considered. Such written request must be made by the Requesting Party's Community Development Director or authorized designee. For the purposes of this sub-section, the Parties agree that a written request may be submitted by a Requesting Party to a Providing Party via email.

**2.3. Acceptance of Request for Offered Services.** The Providing Party shall respond to a written request for an Offered Service with a written acceptance or denial within seventy-two (72) hours of receipt of a written request ("Response Period"). Weekends and legal holidays of the Providing Party shall not be calculated as part of the Response Period (i.e. a written request for services received by the Providing Party at 2pm on a Thursday shall be responded to by the Providing Party no later than 2pm on the following Tuesday). The Providing Party may deny a request for an Offered Service at its sole discretion and without reason. Such written acceptance or denial of a request for an Offered Service must be issued by the Providing Party's Community Development Director or authorized designee. For the purposes of this sub-section, the Parties agree that a written acceptance or denial may be issued by the Providing Party to the Requesting Party via email.

**2.4. Providing Party Administrative Oversight.** The Providing Party shall have administrative oversight of the Offered Service requested and shall be responsible for invoicing the Requesting Party for the Offered Service rendered pursuant to Section 4 herein.

**3. Term of Agreement.** This Agreement shall become effective as of the date this Agreement is approved by the legislative bodies of Maple Valley and Black Diamond. Unless terminated by all Parties pursuant to the terms of this Agreement, this Agreement shall remain in full force and effect until December 31, 2017. This Agreement may be extended by written agreement of the Parties subject to the approval of such extension by each Party's legislative body.

**4. Payment.** The Requesting Party shall pay for Offered Services provided by the Providing Party pursuant to the following.

**4.1. Payments for Offered Services.** A Requesting Party shall pay for actual direct and related indirect costs, including any overhead and administrative charges, for Offered Services provided by the Providing Party pursuant to the fees listed for each in Exhibit A, attached hereto and incorporated herein by this reference (the "Service Fees").

**4.1.1. Annual Adjustment of Service Fees.** The Providing Party may annually adjust their respective Service Fees, beginning January 2017. Adjustments to Service Fees must be based on the local CPI-U January-to-January rate and/or changes in the local market that can be quantified. Adjustments may also be based on an annual cost study conducted by the Providing Party reflecting the increased cost to the Providing Party for the services provided to the Requesting Party under this Agreement. In no event may the Providing Party increase their Service Fees more than four percent (4%) each calendar year. The respective city manager, city administrator, or mayor of the Providing Party shall provide the Requesting Party with sixty (60) days advance written notice of the effective date of, and basis for, Service Fees adjusted pursuant to this subsection.

**4.2. Billing.** The Providing Party shall submit a monthly invoice to the Requesting Party, which shall contain the amount of Offered Services provided during the preceding month. Payment shall be made by the Requesting Party within thirty (30) days of receipt of said invoice from the Providing Party.

**4.3. Billing Disputes.** In the event there is a dispute regarding an invoiced amount by the Providing Party, the Parties in dispute shall make every effort to resolve such dispute by mutual agreement. In the event there is no mutually agreed resolution to the dispute, the Parties shall forward the dispute to each Party's City Manager/City Administrator/Mayor for resolution. In the event there is no resolution after review by the Parties' City Manager/City Administrator/Mayor, the Parties shall seek mediation through a mutually agreed mediation service and each Party shall bear its own costs for mediation. If mediation is unsuccessful, either Party may pursue any legal remedy available from a court of competent jurisdiction. Any dispute that has gone to mediation and mediation was unsuccessful in resolving the dispute shall be grounds for either Party to terminate this Agreement for material breach.

## **5. Termination.**

**5.1. Termination by Notice.** Either Party may terminate its participation in this Agreement by providing the other Parties with sixty (60) days advance written notice of the effective date of such termination. The Party providing such notice shall remain responsible for any costs incurred under this Agreement.

**5.2. Termination by Mutual Written Agreement.** This Agreement may be terminated in its entirety at any time by a written agreement executed by both of the Parties.

**5.3. Termination for Breach.** Either Party may terminate its participation in this Agreement for material breach of the terms of this Agreement upon fourteen (14) days advance written notice to the other Party, provided that disputes regarding billing statements shall be handled pursuant to Subsection 4.3 and shall not be deemed a breach of this Agreement except as set forth in Subsection 4.3.

## **6. Indemnification and Hold Harmless.**

**6.1.** The Providing Party shall defend, indemnify and hold the City of Black Diamond, 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 Providing Party in performance of this Agreement, except for injuries and damages caused by the sole negligence of Black Diamond.

**6.2.** 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 property caused by or resulting from the concurrent negligence of the Providing Party and the Receiving Party, its officers, officials, employees, and volunteers, the Providing Party liability, including the duty and cost to defend, hereunder shall be only to the extent of the Providing Party negligence. **It is further specifically and expressly understood that the indemnification provided herein constitutes the Providing Party's waiver of immunity under the Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.**

**6.3.** In the event the acts or omissions of the officials, officers, agents, and/or employees of either Party in connection with or incidental to the performance or non-performance of Offered Services, duties, or obligations under this Agreement are the subject of any liability claims by a third party, both Parties shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs, and expenses and for their own attorneys' fees.

**6.4.** Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification.

**6.5.** The provisions of this section shall survive any termination or expiration of this Agreement.

**7. Insurance.** The Providing Party 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 Providing Party, its agents, representatives, or employees.

**7.1. No Limitation.** Providing Party maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Providing Party to the coverage provided by such insurance, or otherwise limit the Requesting Party's recourse to any remedy available at law or in equity.

**7.2. Minimum Scope of Insurance.** The Providing Party shall obtain insurance of the types described below:

**7.2.1.** Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- 7.2.2. General Liability insurance shall be written on an occurrence form and shall cover liability arising from premises, completed operations, independent contractors and personal injury and advertising injury.
- 7.2.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**7.3. Minimum Amounts of Insurance.** The Providing Party shall maintain the following insurance limits:

- 7.3.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 Combined Single Limit per accident.
- 7.3.2. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$10,000,000 general aggregate.

**7.4. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, and General Liability insurance:

- 7.4.1. The Providing Party's insurance coverage shall be primary insurance as respect to the Requesting Party. Any insurance, self-insurance, or insurance pool coverage maintained by the Requesting Party shall be excess of the Providing Party's insurance and shall not contribute with it.
- 7.4.2. The Requesting Party will not waive its right to subrogation against the Providing Party. The Providing Party's insurance shall be endorsed to waive the right of subrogation against the Requesting Party, or any self-insurance, or insurance pool coverage maintained by the Requesting Party.
- 7.4.3. The Providing Party's insurance shall not be cancelled by any party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the other Party to this Agreement.
- 7.4.4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the other Party to this Agreement.

**7.5. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII, or as a risk pool, approved by and in good standing with the State of Washington Office of Risk Management.

**7.6. Verification of Coverage.** The Providing Party shall furnish the other Party to this Agreement with proof of coverage evidencing the insurance requirements of the Providing Service provider before commencement of the Offered Services.

## **8. Independent Service Provider.**

**8.1.** The Parties intend that an independent contractor relationship is created by this Agreement. In providing Offered Services under this Agreement, the Providing Party is an independent contractor and neither it nor its officers, agents, or employees are

employees of the Requesting Party for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of Offered Services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Providing Party under any applicable law, rule, or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement. As an independent contractor, the Providing Party shall be responsible for the reporting and payment of all applicable local, state, and federal taxes. No agent, employee, or representative of the Providing Party shall be deemed to be an employee, agent, or representative of the Requesting Party for any purpose, and the employees of the Providing Party are not entitled to any of the benefits that the Requesting Party provides for its employees.

**8.2.** In the performance of the Offered Services herein the Providing Party is an independent contractor with the authority to control and direct the performance of the details of the Offered Services; however, the results of the Offered Services herein must meet the approval of the Requesting Party and shall be subject to the Requesting Party's general rights of inspection and review to secure the satisfactory completion thereof. The Providing Party shall be solely and entirely responsible for its acts and for the acts of its agents, employees, or representatives performed within the authorized scope of its agents, employees, or representatives' duties during the performance of this Agreement.

**9. Miscellaneous.**

**9.1. Notices.** Notwithstanding Sub-sections 2.2 and 2.3 herein, notices to be provided pursuant to this Agreement shall be provided in writing to the person and address indicated below. Notices shall be deemed delivered three (3) days after placement of the notice in the U.S. Mail, first class postage pre-paid. Courtesy copies of notices may be provided via email transmission but shall not constitute delivery of written notice as set forth herein.

**9.1.1.** City of Maple Valley  
Community Development Director  
22017 SE Wax Road, Suite 200  
Maple Valley, WA 98038

**9.1.2.** City of Black Diamond  
Community Development Director  
24301 Roberts Drive  
PO Box 599  
Black Diamond, WA 98010

**9.2. Non-Waiver of Breach.** The failure of either Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

**9.3. Resolution of Disputes and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Subject to Sub-section 4.3, if the Parties are unable to settle any dispute, difference, or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process.

**9.4. Assignment.** This Agreement is not assignable by either Party, in whole or in part.

**9.5. Modification.** Except as provided for in Subsection 4.1.1, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless made in writing and approved by the legislative body of each city.

**9.6. Compliance with Laws.** Both Parties agree to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

**9.6.1. Nondiscrimination in Employment.** In the performance of this Agreement, neither Party will discriminate against any employee on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age, nor other basis prohibited by state or federal law unless based upon a bona fide occupational qualification. Both Parties shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state, and federal laws prohibiting discrimination in employment.

**9.6.2. Nondiscrimination in Services.** Neither Party will discriminate against any recipient of any Services provided for in this Agreement on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age, or other basis prohibited by state or federal law.

**9.7. Entire Agreement.** The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written, of any officer, employee, or other representative of each party and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.

**9.8. Severability.** If any provision of this Agreement, in whole or in part, is adjudicated to be invalid, such action shall not affect the validity of any provision not so adjudicated.



**EXHIBIT A**  
**PROVIDING PARTIES' SERVICE FEES—2016 - 2017**

- 1. Maple Valley Service Fees**
  - (a) Building Inspection Services of Building Inspectors-Hourly fee of \$75.00, which includes vehicle and travel costs.**
- 2. Services Fees may be reviewed annually by each Providing Party pursuant to Subsection 4.1.1.**

**DRAFT**

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution No. 16-0000, authorizing the Mayor to execute a contract with Lakeridge Paving Company LLC for the Jones Lake Road Overlay project</b>	<b>Agenda Date: May 25, 2016</b>	
	<b>AB16-032A</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$77,415.20	Public Works – Seth Boettcher	<b>X</b>
Fund Source: TIB Grant (90%); REET (10%)	Court – Stephanie Metcalf	
Timeline: Summer 2016		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution 16-0000; Lakeridge Bid; Bid Tabulation; Contract; Special Provisions (page 1); Plans (page 1); Budget Sheet</b>		
<b>SUMMARY STATEMENT:</b> Public Works staff was successful in receiving a grant from the Washington State Transportation Improvement Board (TIB) for the Jones Lake Road Overlay project (Resolution 15-1058).  The design and bid materials were prepared by Public Works staff. Staff utilized the City's Small Works Roster to solicit bids from contractors on April 14, 2016. A total of eight bids were received on April 25, 2016. Lakeridge Paving Company LLC provided the lowest responsive bid at \$77,415.20. The eight bids ranged from \$77,415.20 to \$124,440.00. The City's estimate for the construction of this project was \$119,537.50.  This project will patch, widen, then overlay with asphalt Jones Lake Road from State Route 169 (Third Ave.) to the end of paving that occurred as part of the Railroad Avenue project. With the bids coming in well under budget, the staff is asking for a \$52,000 contingency to expand the paving limits and fully utilize the grant funds. The contingency authorization will be to cover unexpected conditions or issues as well as expanding the project. A new street segment will be submitted for TIB approval.  <b>FISCAL NOTE (Finance Department):</b> The City had budgeted \$165,000 for the Jones Lake Road Overlay project. The city may not use the entire budgeted amount. The grant will cover 90% of all costs (including staff labor) with the City covering the other 10% with Real Estate Excise Tax funds. See the attached budget estimate sheet for more information.		

COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION: **MOTION to adopt Resolution 16-0000 (*Clerk to assign number at adoption*)**, authorizing the Mayor to execute a \$77,415.20 contract with Lakeridge Paving Company LLC for the Jones Lake Road Overlay project and authorizing a \$52,000 contingency fund for the construction of this project.

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 5, 2016	Referred to Committee	
May 19, 2016	No quorum	
May 25, 2016		

RESOLUTION NO. 16-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AWARDING THE LOW BID ON THE JONES LAKE ROAD  
OVERLAY PROJECT TO LAKERIDGE PAVING COMPANY  
LLC**

**WHEREAS**, the City received a Fuel Tax Grant from the Washington State Transportation Improvement Board (TIB); and

**WHEREAS**, the City has planned and budgeted for the Jones Lake Road Overlay project; and

**WHEREAS**, the City has received 8 bids on April 25, 2016; and

**WHEREAS**, Lakeridge Paving Company LLC was the lowest responsive bidder and has met all conditions of providing a responsible bid;

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

**Section 1.** The Mayor is hereby authorized to award the bid for the construction of the Jones Lake Road Overlay project to Lakeridge Paving Company LLC in the amount of \$77,415.20 and authorize the Mayor to execute a contract for the same.

**Section 2.** Authorize a \$52,000 contingency fund to cover change orders and potential expansion of the paving limits for the Jones Lake Road Overlay project.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5<sup>TH</sup> DAY OF MAY, 2016.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk

**REQUEST FOR BIDS  
FOR  
JONES LAKE ROAD OVERLAY PROJECT  
CITY OF BLACK DIAMOND**

The City is requesting asphalt grinding, patching and overlay work for Jones Lake Road from Railroad Avenue to State Route 169 in the City of Black Diamond. The City is requesting unit price bids for each category of work as defined in the attached bid proposal form/Scope of Work.

The cut and patch marks on the street delineate the intended failed pavement removal only as measured longitudinally along the roadway and are not meant to delineate patch width. The City will freshen the patch delineation striping on the roadway after award of the project (see Plans).

Small Works Roster bids must be turned into Scott Hanis in the Community Development Building, located at 24301 Roberts Drive, Black Diamond, WA 98010, by 3:00 pm on Monday, April 25, 2016. Hard copy bids must be signed. E-mailed bids will also be accepted. E-mailed bids must be submitted in pdf form and contain a signature. If the apparent low bidder submitted an electronic bid, the bidder must provide a signed paper copy prior to notice of award. E-mailed bids shall be sent to and received by Scott Hanis: [shanis@ci.blackdiamond.wa.us](mailto:shanis@ci.blackdiamond.wa.us) by 3:00 pm at the time stated above. The City will not accept late e-mail submittals or those delayed due to file sizes or incorrect e-mail addresses. An acknowledgment that the bid was received will be sent. All contract documents, plans, specifications, and addenda will be published on the City's Small Works page on the City's website: [http://ci.blackdiamond.wa.us/Depts/PubWorks/works\\_roster.html](http://ci.blackdiamond.wa.us/Depts/PubWorks/works_roster.html).

Invitations to bid will be sent to all contractors registered on the City's Small Works Roster located at <http://www.mrscrosters.org> under the category of "Roadway Construction, Repair, and Maintenance" and sub-categories of "Asphalt Pavement Grinding, Planing and Pulverization", "Asphalt Pavement Roadways", and "Roadway Construction" at the time of advertisement. Bids will also be accepted from contractors registered on the Small Works Roster at the time of bid closing. .

Bid guarantees will not be required for this bid. There will not be a public opening of bids.

**REQUEST FOR BIDS**

**CITY OF BLACK DIAMOND  
Jones Lake Road Overlay Project**

**BID FORM, SCOPE OF WORK, AND SPECIAL PROVISIONS**

The City of Black Diamond is hereafter referred to as "the City."

1. The undersigned hereby certifies that he/she has examined the locations of the patching as outlined in the bid documents for the City of Black Diamond Jones Lake Road Overlay Project and is familiar with the local conditions at the location of the work to be done, and has read and thoroughly understands the work that the City requires to be completed, the Contract governing the work and the method by which payment will be made for said work in accordance with the City Contract at the proposed bid prices contained herein.

2. The bid shall be awarded by the sum of the total of the bids for the 10 categories of work.

The undersigned has checked the amounts below and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

In order for the Owner to consider a bid, all items on the bid must be filled in completely.

3. It is agreed that this bid may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.
4. In accordance with this bid and the City Contract, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commenced within ten (10) days after issuance of a notice to proceed.
5. Receipt of the following Addenda to the Plans and/or Specifications is hereto acknowledged:

<b>Addendum No.</b>	<b><u>Addendum Receipt Date</u></b>	<b><u>Signed Acknowledgement</u></b>
1.	0 _____	_____
2.	_____	_____

NOTE: Failure to acknowledge receipt of the Addenda may be considered as an irregularity in the Bid.

6. The undersigned hereby proposes to complete the attached scope of work and hourly rates at the following prices according to the City Contract, this Bid, and the Bid Solicitation:

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
1	Mobilization \$ Three Thousand Five Hundred No Cents Per LS Unit Price in Words	LS	\$ 3,500.00	1	\$ 3,500.00
2	Project Temporary Traffic Control \$ Four Thousand Dollars No Cents Per LS Unit Price in Words	LS	\$ 4,000.00	1	\$ 4,000.00
3	Removing Asphalt Concrete Pavement, Incl. Haul \$ Eight Dollars And FourtyThreeCents Per SY Unit Price in Words	SY	\$ 8.43	960	\$ 8,092.80
4	Unsuitable Foundation Excavation, Incl. Haul \$ One Hundred Dollars And No Cents Per CY Unit Price in Words	CY	\$ 100.00	30	\$ 3,000.00
5	Crushed Surfacing Top Course for Shoulder Rock \$ SixtyFive Dollars And No Cents Per TON Unit Price in Words	TON	\$ 65.00	35	\$ 2,275.00
6	Planing Bituminous Pavement \$ Twenty Five Dollars And EightyFour Cents Per SY Unit Price in Words	SY	\$ 25.84	110	\$ 2,842.40
7	HMA Cl. ½ In. PG 64-22 for Pavement Repair \$ Ninty Dollars And Fifteen Cents Per TON Unit Price in Words	TON	\$ 90.15	210	\$ 18,931.50
8	HMA Cl. ½ In. PG 64-22 for Overlay \$ Seventy Five Dollars And Thirty Cents Per TON Unit Price in Words	TON	\$ 75.30	395	\$ 29,743.50
9	Monument Case and Cover \$ Five Hundred Dollars And No Cents Per EA Unit Price in Words	EA	\$ 500.00	2	\$ 1,000.00
10	Paint Line \$ One Dollar And No Cents Per LF Unit Price in Words	LF	\$ 1.00	4030	\$ 4,030.00
<b>TOTAL AMOUNT BID</b>					<b>\$ 77,415.20</b>

Lakeridge Paving Company LLC  
Bidder

4/25/2016  
Date

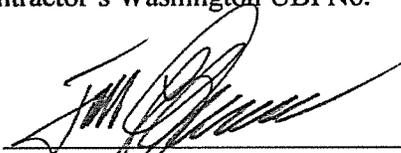
LAKERPC050JM

Contractor's License No.

601 592 135

Contractor's Washington UBI No.

By



Authorized Official

Jon Cheetham - Managing Member

Address:

PO BOX 8500

Covington WA 98042

- NOTES: 1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.  
2. If the bidder is a corporation, this bid must be executed by its duly authorized officials.

City of Black Diamond  
 PO Box 599  
 Black Diamond, WA 98010

Project: Jones Lake Road Overlay  
 Bid Opening: April 25, 2016

Item	Section	Item Description	Bidder & Address		Lakeridge Paving Co. PO Box 8500 Covington, WA 98042		Sutter Paving Inc. 775 4th Ave. NW Issaquah, WA 98027		Tony Lind Paving LLC 23048 172nd Ave. SE Kent, WA 98042	
			Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
1	1-09	Mobilization	LS	1	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$2,081.04	\$2,081.04
2	1-10	Project Temporary Traffic Control	LS	1	\$4,000.00	\$4,000.00	\$4,400.00	\$4,400.00	\$2,550.00	\$2,550.00
3	2-02	Remove Asphalt Concrete Pavement	SY	960	\$8.43	\$8,092.80	\$6.50	\$6,240.00	\$10.00	\$9,600.00
4	2-03	Unsuitable Foundation Excavation	CY	30	\$100.00	\$3,000.00	\$20.00	\$600.00	\$28.00	\$840.00
5	5-04	Planing Bituminous Pavement	TON	35	\$65.00	\$2,275.00	\$189.00	\$6,615.00	\$30.86	\$1,080.10
6	4-04	Crushed Surfacing Top Course for Shoulder	SY	110	\$25.84	\$2,842.40	\$6.50	\$715.00	\$37.00	\$4,070.00
7	5-04	HMA CI. 1/2 In. PG 64-22 for Pavement Repair	TON	210	\$90.15	\$18,931.50	\$106.00	\$22,260.00	\$114.82	\$24,112.20
8	5-04	HMA CI. 1/2 In. PG 64-22 for Overlay	TON	395	\$75.30	\$29,743.50	\$88.00	\$34,760.00	\$99.82	\$39,428.90
9	8-13	Monument Case and Cover	EA	2	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$164.10	\$328.20
10	8-22	Paint Line	LF	4030	\$1.00	\$4,030.00	\$0.50	\$2,015.00	\$0.65	\$2,619.50
<b>TOTAL CONTRACT AMOUNT BID</b>						<b>\$77,415.20</b>		<b>\$79,605.00</b>		<b>\$86,709.94</b>

\*Mathematical error in bid had no effect on bid results

City of Black Diamond  
 PO Box 599  
 Black Diamond, WA 98010

Project: Jones Lake Road Overlay  
 Bid Opening: April 25, 2016

Item	Section	Item Description	Bidder & Address		Lakeside Industries, Inc. 18808 SE 256th St. Covington, WA 98042		Northwest Asphalt 10430 Renton Iss. Rd SE Issaquah, WA 98027		AA Asphaltting LLC 14720 Puyallup Street Sumner, WA 98360			
			Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount		
1	1-09	Mobilization	LS	1	\$6,500.00	\$6,500.00	\$4,000.00	\$4,000.00	\$480.00	\$480.00		
2	1-10	Project Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$9,500.00	\$9,500.00	\$4,110.00	\$4,110.00		
3	2-02	Remove Asphalt Concrete Pavement	SY	960	\$9.00	\$8,640.00	\$12.00	\$11,520.00	\$17.00	\$16,320.00		
4	2-03	Unsuitable Foundation Excavation	CY	30	\$50.00	\$1,500.00	\$67.00	\$2,010.00	\$61.00	\$1,830.00		
5	5-04	Placing Bituminous Pavement	TON	35	\$35.00	*\$1,225.00	\$122.00	\$4,270.00	\$55.00	\$1,925.00		
6	4-04	Crushed Surfacing Top Course for Shoulder	SY	110	\$25.00	\$2,750.00	\$25.00	\$2,750.00	\$30.00	\$3,300.00		
7	5-04	HMA CI. 1/2 In. PG 64-22 for Pavement Repair	TON	210	\$115.00	\$24,150.00	\$109.00	\$22,890.00	\$150.00	\$31,500.00		
8	5-04	HMA CI. 1/2 In. PG 64-22 for Overlay	TON	395	\$95.00	\$37,525.00	\$90.00	\$35,550.00	\$125.00	\$49,375.00		
9	8-13	Monument Case and Cover	EA	2	\$500.00	\$1,000.00	\$450.00	\$900.00	\$412.00	\$824.00		
10	8-22	Paint Line	LF	4030	\$0.50	\$2,015.00	\$0.82	\$3,304.60	\$1.20	\$4,836.00		
					<b>TOTAL CONTRACT AMOUNT BID</b>		<b>*\$90,305.00</b>		<b>\$96,694.60</b>		<b>\$114,500.00</b>	

\*Mathematical error in bid had no effect on bid results

City of Black Diamond  
 PO Box 599  
 Black Diamond, WA 98010

Project: Jones Lake Road Overlay  
 Bid Opening: April 25, 2016

		Bidder & Address	Puguet Paving & Const. 10817 26th Ave. S. Lakewood, WA 98499		Watson Asphalt Paving PO Box 845 Redmond, WA 98073		Engineer's Estimate	
Item	Section	Item Description	Unit	Qty.	Unit Bid	Amount	Unit Bid	Amount
1	1-09	Mobilization	LS	1	\$7,000.00	\$7,000.00	\$12,000.00	\$12,000.00
2	1-10	Project Temporary Traffic Control	LS	1	\$13,000.00	\$13,000.00	\$1,000.00	\$1,000.00
3	2-02	Remove Asphalt Concrete Pavement	SY	960	\$14.00	\$13,440.00	\$11.00	\$11,400.00
4	2-03	Unsuitable Foundation Excavation	CY	30	\$130.00	\$3,900.00	\$50.00	\$10,560.00
5	5-04	Planing Bituminous Pavement	TON	35	\$125.00	\$4,375.00	\$133.00	\$4,655.00
6	4-04	Crushed Surfacing Top Course for Shoulder	SY	110	\$9.00	\$990.00	\$26.00	\$2,860.00
7	5-04	HMA CI. 1/2 In. PG 64-22 for Pavement Repair	TON	210	\$155.00	\$32,550.00	\$168.00	\$35,280.00
8	5-04	HMA CI. 1/2 In. PG 64-22 for Overlay	TON	395	\$98.00	\$38,710.00	\$86.00	\$33,970.00
9	8-13	Monument Case and Cover	EA	2	\$750.00	\$1,500.00	\$2,000.00	\$4,000.00
10	8-22	Paint Line	LF	4030	\$0.40	\$1,612.00	\$0.50	\$2,015.00
<b>TOTAL CONTRACT AMOUNT BID</b>						<b>\$117,077.00</b>		<b>\$124,440.00</b>

\*Mathematical error in bid had no effect on bid results

**CITY OF BLACK DIAMOND**

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

**PUBLIC WORKS CONTRACT  
SMALL WORKS**

1. **Contract and Parties.** This Public Works Contract-Small Works ("Contract") is between the CITY OF BLACK DIAMOND, King County, Washington ("City"), a Washington municipal corporation and \_\_\_\_\_ ("Contractor"), a corporation organized under the laws of the State of Washington, whose address is \_\_\_\_\_. The City and Contractor are each a "Party" and together the "Parties" to the Contract. The Parties agree as follows.

2. **Project.** The Parties enter into this Contract for purposes of Contractor providing the City with equipment, materials and performing work for the City ("the Project"), generally described as:

Jones Lake Road Overlay project, including those additives, if any, specified in the bid award.

3. **Effective date.** This Contract becomes effective and binding upon the Parties, including each Party's heirs, successors, and assigns, immediately upon execution of this contract by both parties.

4. **Notices to Parties.** Contractor agrees to accept notices under this Contract via facsimile or email. It is the responsibility of Contractor to notify the City in writing if any of the contact information appearing below should change. Any notices required shall be in writing and delivered to the following addresses. If notice by email, a hard copy shall be delivered or mailed the same date as email.

CITY:

CITY OF BLACK DIAMOND  
PO Box 599 – 24301 Roberts Drive  
Black Diamond, Washington 98010  
Contact: Scott Hanis  
Phone: (360) 886-5700 ext. 5713  
Fax: (360) 886-2592

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tax ID # \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

5. **Notice to Proceed.** Contractor shall provide a performance bond, insurance certificates, a City business license and statement of intent to pay prevailing wage rates within 10 days of receiving a notice of award. The City expects to issue a notice of award on or about

May 20, 2016. Upon timely receipt of the bond, insurance certificate, business license and statement of intent to pay prevailing wage rates, the City will thereafter have ten (10) days to issue a notice to proceed. September 21, 2016 shall be the deadline for completion of all work in accordance with the terms and conditions of the Contract. The deadline for completion of work may be extended, if the notice to proceed is delayed. The contract will stay in full force and effect until all obligations of the contract are satisfied.

**6. Obligations of Contractor.** The following terms and conditions apply to this Contract:

A. *In general.*

- (1) Responsible for all labor and work. Contractor shall be solely responsible for furnishing all labor and performance of all work necessary to complete the Project as required.
- (2) Responsible for furnishing all materials and equipment. Contractor shall furnish all materials and equipment necessary to complete the Project, except for any materials expressly agreed in writing to be provided by the City.
- (3) Documents incorporated by reference. All terms and specifications contained in any Request for Bids that was issued by the City as part of determining the awarding of this Contract are hereby incorporated by reference and must be complied with by Contractor, unless one or more of such terms and specifications are expressly amended or waived in writing by the City. The contract documents that the contractor shall comply with are: (1) this contract (2) the City's Construction Standards; (3) the most recent WSDOT Standard Specs for Road, Bridge and Municipal Construction; (4) Contractor's proposal; (5) the solicitation for bids including the roadway section design, the project and reconstruction limits
- (4) Laws and regulations to be followed. Contractor, its employees, agents, and subcontractors, shall at all times fully comply with all applicable laws, regulations, and administrative rulings in performing work for the Project.
- (5) Work Hours. Contractor shall not work on weekends. On Mondays through Thursdays, Contractor shall not start work before 7:00 AM, and shall not work after 6:00 PM. Contractor shall not start work before 7:00 AM on Fridays. Contractor must be off the street and shall not work after 3:30 PM on Fridays.
- (6) Conditions of Work. By submitting a proposal in response to the City's solicitation for quotations, Contractor represents and warrants to the City that Contractor has fully informed itself of all conditions relating to the work involved for completing the Project. In prosecuting the work, Contractor shall employ such methods or means as will not interfere with or interrupt the work of the City or its agents, employees or contractors.
- (7) Contractor's Responsibility. Contractor will prosecute the work in accordance with instructions, descriptions and/or plans and specifications provided by the City. Contractor shall carry on the work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to the work

and/or materials before its final completion and acceptance, repair or replace forthwith the work and/or materials so injured, damaged or destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at site and become responsible therefore as though such materials and/or equipment were being furnished by Contractor. Contractor shall procure all permits (unless permits are secured by the City) and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall be responsible for preparing working drawings and shall submit them to the City for approval prior to commencement of work. For purposes of this Contract, working drawings shall mean, shop drawings, shop plans, erection plans, false-work plans, framework plans, cofferdam, cribbing and shoring plans, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, which Contractor will rely on for purposes of conducting the work for the Project.

- (8) Contractor Clean-Up. Prior to physical completion, all debris resulting from Contractor's work, delivery or installation of equipment shall be disposed of entirely by Contractor in an efficient and expeditious manner as required and directed by the City.
- (9) Safety. Contractor and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents, and shall comply with all laws and regulations with regard to the prosecution of the work. Contractor agrees to furnish Material Safety Data Sheets (Form OSHA-20) applicable for hazardous or potentially hazardous products. Contractor agrees to comply with the conditions of the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certify that all items furnished and purchased will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from damages assessed against the City because of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

B. *Work Performance.*

- (1) Prevailing wages. Contractor shall pay prevailing wages, as that term is defined under the laws of the State of Washington, for all work performed on this Project by Contractor and by Contractor's employees, agents and subcontractors. Contractor is fully responsible for prevailing wage compliance.  
*For reference only, and without relieving any Contractor responsibility, the City notes the State of Washington prevailing wage rates for public works projects located in King County may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this Project, the applicable effective date for prevailing wages for this Project is April 13, 2016. A copy of prevailing wage rates are also available for viewing at the office of the City, located at 24301 Roberts*

*Drive, Black Diamond, WA 98010. Upon request, the City will mail a hard copy of the applicable prevailing wages for this Project.*

- (2) Notice to City. Minimum 24-hours prior notice shall be given to the City's Department of Public Works prior to commencement of work under this Contract.
- (3) Approved Plans & Specifications to be followed. All work is to be performed to the City's satisfaction and in compliance with the Contract Documents listed in section 6.A(3) above, unless such requirements or specifications are expressly amended in writing by the City.
- (4) Schedule of Work to be followed. The project shall be completed by **September 21, 2016**. Contractor shall diligently proceed with the work and shall assure that it, and its subcontractors, have adequate staffing at all times in order for Contractor to comply with any Schedule of Work agreed to by the Parties, and shall make all reasonable efforts to complete the work in a timely manner.
- (5) Duty to Correct. Contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract. The Contractor shall bear the cost of correcting such rejected work. If the Contractor fails to correct nonconforming work within a reasonable time, the City may correct it and Contractor shall reimburse the City for the cost of the correction.
- (6) Project Administration/Notice to Proceed. The Public Works Director, or his or her designee, shall administer this Contract and shall have all authority provided for the City under this Contract including all project approvals, including change orders. Contractor shall not commence work until Notice to Proceed has been given by the City. All work performed under this Contract will be monitored and inspected by the Public Works Director or his or her designee, and accepted by same.

*C. Non-Discrimination.*

- (1) Contractor, Contractor's officers and employees, and its subcontractors and agents, shall not discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, disability, or other condition prohibited by federal, state, or local law or ordinance, except where the condition constitutes a bona fide occupational qualification under law.
- (2) Any violation of this Section shall be a material breach of this Contract and grounds for immediate cancellation, termination, or suspension of the Contract by the City, in whole or in part, and may result in Contractor being ineligible to perform further work for the City.

**7. Compensation.** Compensation shall be by Unit Price for each of the 10 categories of work as defined in the attached Bid Form/Scope of Work at the bid amounts.

Compensation for services requested by the City beyond the defined Scope of Work shall be by the unit prices according to the bid or by change order.

Rule 171 (WAC 458-20-171) and its related rules apply to this project.

**8. Payment**

- A. Contractor shall request approval and acceptance of each category of work from the City. Contractor may not bill for the completed work until the City has accepted the completed work.
- B. All invoices shall be submitted for work after it has been performed, and paid by City warrant within thirty (30) days of receipt of a proper invoice.
- C. Failure to perform any of the obligations under the Contract by Contractor may be decreed by the City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by the City that any work has been satisfactorily completed.
- D. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

**9. Performance Bond.** Contractor shall provide a performance and payment bond to the City prior to commencement of work for 100% of the bid amount guaranteeing the full and faithful performance by Contractor of the terms and conditions of this Contract.

Initial: \_\_\_\_\_ (Contractor)

**10. Retainage.** Pursuant to Chapter 60.28 RCW, a sum of five percent (5%) of the monies earned by Contractor will be retained from progress payments. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82, and (2) the claims of any person arising under the Contract. No final payment or release of any retainage will be made until Contractor and each subcontractor has submitted an "Affidavit of Wages Paid" (LI 700-7 or other approved form) that has been certified by the industrial statistician of the Department of Labor and Industries. Also the retainage will not be released until the City has received certification that the Department of Revenue has received due payment of applicable taxes. Once the City has received certification from appropriate departments of the state of Washington, 45 days has passed from the date of acceptance of the Project and the City has not received any claims against the Project, then the City will release the retainage.

**11. Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the Parties.

**12. Termination of Contract.** This Contract may be terminated by the City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall

be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, Contractor shall not be entitled to receive any further payments under the Contract 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 Contractor. Contractor 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.

**13. Responsibility Criteria and Verification by Contractor.** Pursuant to Chapter 39.04 RCW, the following requirements are part of this Contract:

A. *Responsibility Criteria.*

(1) Eligibility to be awarded contract. Contractor hereby certifies that Contractor meets the following responsibility criteria:

- a. Contractor has a certificate of registration in compliance with chapter 18.27 RCW;
- b. Contractor has a current state unified business identifier number;
- c. If applicable, Contractor has industrial insurance coverage for Contractor's employees working in Washington as required under Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- d. Contractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

B. *Requirement to verify subcontractors.* Contractor verifies the responsibility criteria contained above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors and that each subcontractor verify the responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every subcontract of every tier.

**14. Insurance.**

A. All employees, subcontractors, agents to be covered. Contractor shall procure and maintain for the duration of the Contract, and shall provide proof satisfactory to the City, insurance that covers Contractor and each of Contractor's employees, subcontractors or agents (who are not otherwise covered by Contractor's 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 Contractor, its employees, subcontractors or agents.

- B. Lack of insurance grounds for termination of contract. Failure of Contractor to maintain insurance as required herein shall be grounds for immediate termination of this Contract by the City.
- C. Title 51 Industrial Insurance Waived. The Parties have specifically negotiated as a term of this Contract that Contractor has agreed to expressly waive immunity under Title 51 RCW, Industrial Insurance Law.
- D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below and maintain such insurance for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees as follows

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. The policy shall 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, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Builders Risk [when applicable] insurance covering interests of the City, Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire, flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

E. Minimum Amounts of Insurance. Contractor 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 and a \$2,000,000 products-completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the Project with no coinsurance provisions.

4. Employer's liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – policy limit \$1,000,000.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, Employer's Liability and Builders Risk insurance:

1. Contractor's insurance coverage shall be primary insurance as respects 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.

2. Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3. Contractor, at the City's request, shall provide to the City a complete copy of requested policy(ies) and not just certificates.

4. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

F. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of all amendatory endorsements, naming the City as additional named insured, including but not necessarily limited to the additional insured endorsements evidencing the Automobile Liability and Commercial General Liability insurance of Contractor before commencement of the work. Before any exposure to loss may occur, Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

- G. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtains at a minimum the same insurance coverage and limits as stated herein for Contractor (with the exception of Builders Risk insurance). Upon request of the City, Contractor shall provide evidence of such insurance.
- H. Contractor's Other Losses. Whether insured or not, Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, vehicles, equipment or other personal property; and Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by Contractor, or Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

**15. Claims for damages.**

- A. Excluded situations. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, including public and private utilities; or reasonably foreseeable delays.
- B. Liability limited to direct costs. Contractor agrees that the City's liability to Contractor for payment of claims or damages of any kind whatsoever related to this Contract shall be limited to direct costs as provided under the force account provisions of applicable standard specifications. Contractor expressly waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that are not specific as to the actual, direct costs of contract work as defined in the force account provisions of applicable standard specifications.
- C. "Damages" defined. For purposes of applying RCW 4.24.115 to this Contract, Contractor and the City agree that the term "damages" applies only to a finding in a judicial proceeding and is exclusive of third party claims for damage primarily thereto.
- D. Indemnification. The following provision shall control over any other indemnification provision in the Contract Documents. The Contractor 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 in connection with the performance of this Agreement, except for injuries or 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 Contractor and the City, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further agreed that claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to Contractor, who shall then accept and settle with the

claimant or defend the claim. The City retains the right to approve claims investigation and counsel assigned to said claims, and all investigation of legal work product regarding said claims shall be performed under a fiduciary relationship to the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor'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 Contract.

**16. Assigning or Subcontracting.** Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Contract without the express prior written consent of the City.

**17. Independent Contractor.** Contractor is and shall be at all times during the term of this Contract an independent contractor.

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

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

**20. Extent of Contract/Modification.** This Contract, 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 Contract may be amended, modified or added to only by written instrument properly signed by both parties. Should any language in any of the Exhibits or Contract Documents conflict with language contained in this Contract, the provisions of this Contract shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**CITY OF BLACK DIAMOND**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

Attachments

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_ (*Corporate Officer (Not Contract Signer)*) certify that I am the \_\_\_\_\_ (*Corporate Title*) of the corporation named as Contractor in the Contract attached hereto; that \_\_\_\_\_, (*Contract Signer*) who signed said Contract on behalf of Contractor, was then \_\_\_\_\_ (*Corporate Title*) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
Corp. officer signature (not contract signer)

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, (*corporate officer (not contract signer)*) being duly sworn, deposes and says that he/she is \_\_\_\_\_ (*Corporate Title*) of \_\_\_\_\_ (*Name of Corporation*)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Print)

My commission expires \_\_\_\_\_

**DECLARATION OF OPTION FOR MANAGEMENT  
OF STATUTORY RETAINED PERCENTAGE**

*Note: This form must be submitted at the time Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.*

Monies reserved under provisions of RCW 60.28, at the option of Contractor, shall be:

\_\_\_\_\_ (1) Retained in a fund by the City.

\_\_\_\_\_ (2) Deposited by the City in an interest-bearing account in a bank, mutual savings bank or savings and loan association.

\_\_\_\_\_ (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and Contractor jointly. Such check shall be converted into bonds and securities chosen by Contractor and approved by the City and the bonds and securities held in escrow. Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

\_\_\_\_\_  
*Contractor Signature*

\_\_\_\_\_  
*Date*

CITY OF BLACK DIAMOND  
PERFORMANCE BOND

Surety Bond #: \_\_\_\_\_  
DATE POSTED: \_\_\_\_\_  
PROJECT COMPLETION DATE: \_\_\_\_\_

RE: Subdivision/Plat/Name: \_\_\_\_\_  
Owner/Developer/Contractor: \_\_\_\_\_  
Project Address: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That we, \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the "Principal"), and \_\_\_\_\_  
a corporation organized under the laws of the State of \_\_\_\_\_, and authorized  
to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and  
firmly bound unto the City of Black Diamond, Washington, in the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which  
sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain agreement with the City,  
or has been granted approval by the City, for \_\_\_\_\_,  
within the City;

WHEREAS, the agreement or the approval granted by the City requires that certain  
improvements be made in connection with construction of the project; and that such improvements  
be constructed in full compliance with City standards, and the plans and specifications submitted  
with the project, as required by the City; and

WHEREAS, the agreement or the approval granted by the City requires that the  
improvements are to be made or constructed within a certain period of time, unless an extension is  
granted in writing by the City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect  
until released in writing by the City of Black Diamond, but only after the Principal has performed  
and satisfied the following conditions:

A. Conditions.

1. The improvements to be constructed by the Principal include: (insert complete  
description here)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced City file. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file within \_\_\_\_\_ which time period shall begin to run from the earlier of \_\_\_\_\_ unless an extension is granted by the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, materialmen and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in paragraph 3 above.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:
  - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
  - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs, which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.

- C. Corrections. Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of

notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.

- D. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
  
- E. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.
  
- F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a bond guaranteeing maintenance of all improvements for a period of twenty-four (24) months from acceptance has been submitted to the City in an amount to be determined by the City Engineer, in a form suitable to the City and until released in writing by the City.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

SURETY COMPANY  
(Signature must be notarized)

DEVELOPER/OWNER  
(Signature must be notarized)

By: \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

CITY OF BLACK DIAMOND

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

The City of Black Diamond  
24301 Roberts Drive  
P.O. Box 599  
Black Diamond, WA 98010

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE

\_\_\_\_ Individual (Form P-1)  
\_\_\_\_ Corporation (Form P-2)

**FORM P-1 / NOTARY BLOCK**  
(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF                            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**FORM P-2 / NOTARY BLOCK - (Use For Partnership or Corporation Only)**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged as the \_\_\_\_\_ of \_\_\_\_\_ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**(For Surety Company)**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged as the \_\_\_\_\_ of \_\_\_\_\_ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the State of Washington, residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**CITY OF BLACK DIAMOND  
MAINTENANCE BOND**

Surety Bond #: \_\_\_\_\_  
Date Posted: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

RE: Project Name: \_\_\_\_\_  
Owner/Developer/Contractor: \_\_\_\_\_  
Project Address: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That we, \_\_\_\_\_  
(hereinafter called the "Principal"), and \_\_\_\_\_, a corporation organized  
under the laws of the State of \_\_\_\_\_, and authorized to transact surety business in  
the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City  
of Black Diamond, Washington, in the sum of \_\_\_\_\_  
dollars (\$ \_\_\_\_\_), lawful money  
of the United States of America, for the payment of which sum we and each of us bind ourselves,  
our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.  
THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements  
on public property in connection with a project as described above within the City of Black  
Diamond; and

WHEREAS, in accordance with BMC \_\_\_\_\_, as a condition of approval, or as a condition  
of a contract with the City, the Principal is required to post a bond for the 24 months following  
project completion in order to ensure that the project does not contain defects that require repair and  
to cover the cost of repair during that 24-month period; and

WHEREAS, in order to provide security for the obligation of the Principal to repair and/or  
replace said improvements against defects in workmanship, materials or installation for a period of  
twenty-four (24) months after written and final acceptance of the same and approval by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to  
the City. It is understood and agreed that this obligation shall continue in effect until released in  
writing by the City, but only after the Principal has performed and satisfied the following  
conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions  
of this Bond are as follows: (insert complete description of work here)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed, and leave the same in as good condition as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
  - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
  - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City's estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

- E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.
  
- F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
  
- G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.
  
- H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

**SURETY COMPANY**  
**(Signature must be notarized)**

**OWNER**  
**(Signature must be notarized)**

By: \_\_\_\_\_  
 Its \_\_\_\_\_

By \_\_\_\_\_  
 Its \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

CITY OF BLACK DIAMOND

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

City of Black Diamond  
24301 Roberts Drive  
P.O. Box 599  
Black Diamond, WA 98010

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

---

**CHECK FOR ATTACHED NOTARY SIGNATURE**

Individual (Form P-1)

Corporation (Form P-2)

Surety Company (Form P-2)

---



**FORM P-2 / NOTARY BLOCK (Use For Partnership or Corporation Only)**

**(Developer/Owner)**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged as the \_\_\_\_\_ of \_\_\_\_\_ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing

at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**(Surety Company)**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged as the \_\_\_\_\_ of \_\_\_\_\_ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing

at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

## INTRODUCTION TO THE SPECIAL PROVISIONS

(\*\*\*\*\*)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2016 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

*(May 18, 2007 APWA GSP)*

*(August 7, 2006 WSDOT GSP)*

Also incorporated into the Contract Documents by reference are the following documents, regulations, and/or requirements, which shall supersede any conflicting provisions of the Standard Specifications and are made a part of this contract; provided, however, that if any of the following documents, regulations and/or requirements are less restrictive than Washington State Law, then the Washington State Law shall prevail.

- City of Black Diamond 2009 Engineering Design and Construction Standards
- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge, and Municipal Construction, WSDOT/APWA, current edition

## DIVISION 1

### GENERAL REQUIREMENTS

#### DESCRIPTION OF WORK

*(March 13, 1995)*

This Contract provides for .

#### 1-01 DEFINITIONS AND TERMS

##### 1-01.3 Definitions

*(January 4, 2016 APWA GSP)*

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

##### **Dates**

##### ***Bid Opening Date***

The date on which the Contracting Agency publicly opens and reads the Bids.

##### ***Award Date***

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

##### ***Contract Execution Date***

The date the Contracting Agency officially binds the Agency to the Contract.



# City of Black Diamond

## JONES LAKE ROAD OVERLAY

WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD PROJECT #2-P-800-(004)-1

**CITY OFFICIALS**

**MAYOR:**

CAROL BENSON

**COUNCIL MEMBERS:**

TAMIE DEADY

ERIKA MORGAN

JANIE EDELMAN

BRIAN WEBER

PAT PEPPER

**PROJECT DESCRIPTION**

THE PROPOSED PROJECT PRIMARILY CONSISTS OF PATCHING PORTIONS OF JONES LAKE ROAD ALONG WITH SHOULDER WIDENING AND A COMPLETE ASPHALT OVERLAY. THE PROJECT STRETCHES APPROXIMATELY 1,343 LF BETWEEN STATE ROUTE 169 AND RAILROAD AVENUE.

**OWNER:**

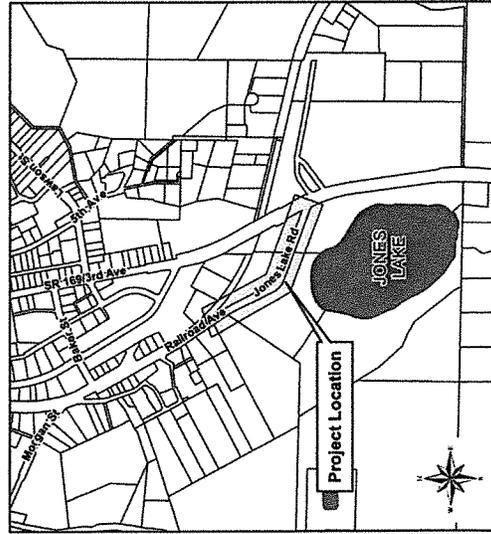
CITY OF BLACK DIAMOND PUBLIC WORKS DEPARTMENT  
24301 ROBERTS DRIVE (DELIVERY)  
PO BOX 599 (MAILING)  
BLACK DIAMOND, WA 98010

**PUBLIC WORKS DIRECTOR:**

SETH BOETTCHER, P.E.

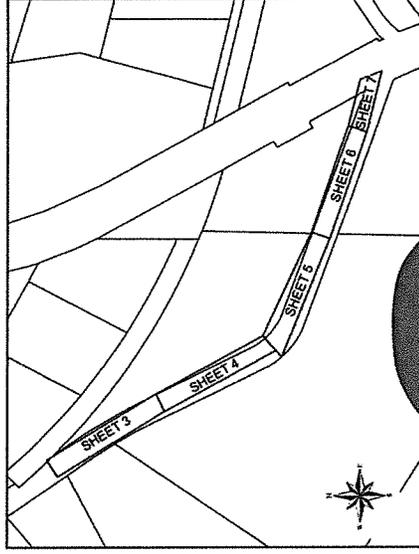
**PROJECT MANAGER:**

SCOTT HANIS, CAPITAL PROJECT/PROGRAM MANAGER  
360-866-5713  
shanis@ci.blackdiamond.wa.us



VICINITY MAP

SHEET INDEX	
SHT.#	DESCRIPTION
1	COVER SHEET
2	PROJECT NOTES
3	ROADWAY PLAN, SECTION 1, STA. 0+00 TO 3+15
4	ROADWAY PLAN, SECTION 2, STA. 3+15 TO 6+25
5	ROADWAY PLAN, SECTION 3, STA. 6+25 TO 9+25
6	ROADWAY PLAN, SECTION 4, STA. 9+25 TO 12+05
7	ROADWAY PLAN, SECTION 5, STA. 12+05 TO 13+43
8	ROADWAY DETAILS 1
9	ROADWAY DETAILS 2
10	CITY STANDARDS



SHEET INDEX MAP

## JONES LAKE ROAD OVERLAY PROJECT

### *BUDGET DETAILS*

*As of April 27, 2016*

<b>BUDGET</b>		<b>EXPENSES</b>	
<b>ITEM</b>	<b>AMOUNT</b>	<b>ITEM</b>	<b>AMOUNT</b>
TIB Grant	\$ 148,500.00	*Design	\$ 9,843.00
REET Funds	\$ 16,500.00	*Parametrix Quality Control Check	\$ 767.50
		Construction (Bid)	\$ 77,415.20
		Construction Contingency	\$ 52,000.00
		Admin., Inspections & Testing	\$ 9,618.20
		Legal Review & Misc.	\$ 600.00
		Amount Under Budget	\$ 14,756.10
<b>TOTAL</b>	<b>\$ 165,000.00</b>	<b>TOTAL</b>	<b>\$ 150,243.90</b>

*\*Design tasks are complete*

The grant on this project will cover 90% of costs with REET funds covering the other 10%. Staff labor costs are also reimbursable in this grant program up to 90%.

With the low bid coming in significantly lower than City estimates, there may be an opportunity to perform extra work on Jones Lake Road (expanded shoulder widening, etc.). The Transportation Improvement Board (TIB) may allow the City to utilize the entirety of the grant funding by authorizing additional overlay work on City streets in the vicinity. This would be dependent on TIB approval.

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b> Resolution No. 16-0000, authorizing a Conservation Grant Agreement with Puget Sound Energy for the LED Streetlight Conversion project.	Agenda Date: May 25, 2016	
	AB16-028A	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$8,946 revenue	Public Works – Seth Boettcher	X
Fund Source: Puget Sound Energy	Court – Stephanie Metcalf	
Timeline: Spring 2016		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments:</b> Resolution No. 16-0000; Conservation Grant Agreement; Communications from Puget Sound Energy; Resolution No. 15-1052; Light Replacement Plans		
<b>SUMMARY STATEMENT:</b> The City executed a grant agreement with the Washington State Transportation Improvement Board through Resolution 15-1052 for the replacement of standard street lights to LED. This resolution authorized Puget Sound Energy to perform the work as part of that grant agreement.  Puget Sound Energy has a Conservation Grant Program in which they award funds to entities saving energy by converting to LEDs. Puget Sound Energy has awarded the City these additional funds for this project. There are 158 lights currently scheduled for replacement as part of this program. Puget Sound Energy anticipates that the City's monthly street light billings will go from \$1,336.29/month to \$936.87/month, a savings of \$399.42/month and \$4,793.04/year.		
<b>FISCAL NOTE (Finance Department):</b> The City will not actually receive money for this additional grant. Puget Sound Energy is doing the work and is providing this grant for an additional \$8,946.. As such, they will have the grant as a line item in their bill to the City for the work (basically a discount). The City will pay the remainder of the costs, at which time Public Works staff will request a reimbursement from the Washington State Transportation Improvement Board for 100% of the remaining costs per the grant agreement through Resolution 15-1052 TIB Grant for \$58,100. This will provide a cost savings for the city in the future.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		

RECOMMENDED ACTION: **MOTION** to adopt Resolution 16-0000 (*Clerk to assign number at adoption*), authorizing the Mayor to execute a Conservation Grant Agreement with Puget Sound Energy for the LED Streetlight Conversion project.

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 5, 2016	Referred to Committee	
May 19, 2016	No quorum	
May 25, 2016		

RESOLUTION NO. 16-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A  
CONSERVATION GRANT AGREEMENT WITH PUGET  
SOUND ENERGY FOR THE LED STREETLIGHT  
CONVERSION PROJECT**

**WHEREAS**, the City executed a Relight Washington grant agreement with the Washington State Transportation Improvement Board for the LED Streetlight Conversion project through Resolution 15-1052; and

**WHEREAS**, Puget Sound Energy was selected as the service provider to perform the conversion work per Section 3 of the Relight Washington grant agreement; and

**WHEREAS**, Puget Sound Energy has awarded the City a conservation grant to help fund this project; and

**WHEREAS**, costs not covered by this conservation grant from Puget Sound Energy will be covered by the Relight Washington grant; and

**WHEREAS**, a grant agreement with Puget Sound Energy is required to establish the terms of funding this portion of the LED Streetlight Conversion 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 Conservation Grant Agreement with Puget Sound Energy for the LED Streetlight Conversion project.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF MAY, 2016.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk



CONSERVATION GRANT AGREEMENT

This AGREEMENT is made this \_\_\_ day of \_\_\_, 20\_\_\_, by and between PUGET SOUND ENERGY ("PSE") and BLACK DIAMOND CITY HALL ("Participant").

RECITALS

- A. Under PSE's Electric Schedule 83 and Gas Schedule 183, as currently in effect and on file with the Washington Utilities and Transportation Commission (collectively, "Tariffs"), PSE offers grants for certain conservation measures installed or implemented at facilities that receive electric or natural gas service from PSE.
B. Participant intends to install or implement conservation measures and is requesting a grant from PSE.

AGREEMENTS

PSE and Participant agree as follows:

- 1. PROJECT PREMISES/METER LOCATION ADDRESS: 24301 ROBERTS DR C-HALL BLACK DIAMOND, WA 98010 - RELIGHT WASHINGTON (TIB) - BLACK DIAMOND (Please note: meter location/address may differ from the site mailing address). Participant will install or implement the conservation measures listed in paragraph 2 ("Conservation Measures") at the above located facilities (the "Premises"). Participant represents either (a) that it is the owner or otherwise has the lawful authority to make the statements herein on behalf of the owner of the Premises, or (b) that it is the lawful tenant of the Premises and that it has obtained written authorization from the owner of the Premises.
2. Conservation Measures. Participant represents that it will purchase equipment or materials or has entered or will enter into an agreement with one or more contractors (the "Contractor") for the purchase and installation or implementation at the Premises of the Conservation Measures which may be detailed in Attachment C: Attachment to Conservation Grant, at the following costs:

Table with 5 columns: Conservation Measures, Measure Life, Total Cost, Eligible Grant. Row 1: Street Lighting Standard with Controls, 20, \$24,869.36, \$8,946.00. Row 2: TOTAL (includes sales tax), \$24,869.36, \$8,946.00.

Participant represents that the total cost of the Conservation Measures is the net amount of its obligation with respect thereto.

- 3. Grant. Subject to PSE acceptance, PSE will grant the Participant, after installation of the Conservation Measures, an amount equal to the Eligible Conservation Grant (the "Grant") set forth on Attachment C, provided, however, that such Conservation Measures must be installed, and Grant paid within 24 months or less of the signing of this Conservation Grant Agreement. If for any reason the installed cost of the Conservation Measures is less than the amount shown above and on Attachment C, PSE may decrease pro rata the amount of the Grant. Participant shall be responsible for paying any amount in excess of the amount of the Grant.

## CONSERVATION GRANT AGREEMENT

4. **Separate Contract.** Participant acknowledges and agrees that PSE is not, and shall not be deemed to be, a party to any purchase or installation contract relating to Conservation Measures, which shall be installed pursuant to a contract between Participant and its Contractor(s). Participant expressly acknowledges that PSE's involvement with respect to any aspect of the Conservation Measures is limited to the furnishing of the Grant. **PSE HAS NOT MADE AND DOES NOT MAKE (AND PARTICIPANT ACKNOWLEDGES THAT PSE DOES NOT MAKE) ANY IMPLIED OR EXPRESS WARRANTY (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS) REPRESENTATION, OR PROMISE WITH RESPECT TO EITHER (A) THE CONSERVATION MEASURES, (B) ANY MATERIALS AND LABOR REQUIRED FOR OR USED IN THE INSTALLATION OF THE CONSERVATION MEASURES, OR (C) THE INSTALLATION OF THE CONSERVATION MEASURES.**
5. **Final Cost Documentation, Access & Inspection:** Participant agrees to promptly provide PSE, upon request, and for a period no shorter than the longest applicable measure life: (1) documentation verifying equipment purchased and/or work performed in connection with the Conservation Measures installed; (2) reasonable access to and inspection of the Facility and Conservation Measures installed therein before, during and/or after implementation; and (3) reasonable access to, inspection and use of energy usage data related to the Conservation Measures including release of utility bills and Facility energy consumption information following implementation.
6. **Release.** Participant releases PSE from any and all claims, losses, harm, costs, liabilities, damages and expenses directly or indirectly resulting from or in connection with (a) the Conservation Measures, (b) any materials and labor required for or used in the installation of the Conservation Measures, (c) the installation of the Conservation Measures, or (d) the identification, handling and disposal of any associated hazardous waste materials.
7. **Disclaimer.** PSE conducts energy analyses at the request of its customers to determine the extent to which conservation measures are cost-effective. Any estimate of energy savings made by PSE in connection with any such analyses is solely for the purpose of determining the cost-effectiveness of the particular conservation measures and not to be used for any other purpose. PSE has not and does not make any promise, warranty or representation with respect to any savings in energy consumption from Conservation Measures.
8. **Termination.** In the event a Participant's contribution to PSE's recovery of energy efficiency program costs is affected by all or a portion of Participant's electric and/or gas delivery service being provided by a party other than PSE, then Participant shall refund to PSE an amount equal to the ratio of the unused Measure Life of the measure(s) to the total Measure Life of such Conservation Measure(s) multiplied by the dollar amount of the Grant with respect to such Conservation Measure(s).
9. **Incorporation of tariffs by reference.** This Agreement and the *Attachment To Conservation Grant* are subject to the terms of the Tariffs, incorporated herein by reference. Specific terms and conditions from one or more conservation schedules from similar filed tariffs may also apply, as determined by PSE at its sole discretion, based on various criteria. A complete list of conservation schedules is available at:  
  
[http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule\\_x0020\\_Type=Conservation](http://pse.com/aboutpse/Rates/Pages/Electric-Rate-Schedules.aspx?Schedule_x0020_Type=Conservation).
10. **Entire Agreement.** This Agreement and its attachments set forth the entire agreement between the parties and supersede any and all prior agreements with respect to the Conservation Measures. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties.



**CONSERVATION  
GRANT AGREEMENT**

**PUGET SOUND ENERGY**

**PARTICIPANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ryan Lambert

Print Name: \_\_\_\_\_

Title: Mgr., Business Energy Management

Title: \_\_\_\_\_

Federal Tax I.D. No.: \_\_\_\_\_



Conservation Schedule **E250**  
 Agreement No.: **C-15596**  
 Project No.: **103-1803**

## ATTACHMENT C TO CONSERVATION GRANT

*Conservation Measure(s) shall consist of the following:*

**In Relight Washington (TIB) - Black Diamond Location:**

This project shall implement the Street Lighting project defined in the attached PSE Business Lighting Workbook (scope of work).

LED products must be on one of the following lists of qualifying products: Energy Star, Design Lights Consortium, or the Lighting Design Lab approved products.

PLEASE NOTE: Projects installed by IntoLight and owned and maintained by PSE are not subject to Sections 4 and 7 of the Grant Agreement.

- The scope of work for this project is shown in the Business Lighting Workbook see page: 6

The above specifications are solely for the purpose of defining energy-related components of Conservation Measure(s) for which the Grant is offered. Puget Sound Energy is not responsible for ensuring the health, safety, comfort, or well-being of workers or facility occupants or the suitability of equipment selected for the intended application. It is the responsibility of the grant Participant and the Participant's hired designers, contractors, consultants to ensure compliance of the Conservation Measure(s) with Participant's needs and all applicable codes and standards.

The following shall be submitted by Participant prior to Grant payment:

- Completed Request for Taxpayer I.D. Number ("W-9").
- Copies of invoicing (no purchase orders, quotes, or estimates) for all expenses, including but not limited to equipment, materials, and labor associated with installation of Conservation Measure(s).
- Other (specify): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Conservation Schedule            **E250**  
Agreement No.:                    **C-15596**  
Project No.:                        **103-1803**

## ATTACHMENT C TO CONSERVATION GRANT

*Conservation Measure(s) shall be verified as follows prior to Grant payment:*

A final site visit shall be conducted for projects greater than 25,000 kWh by a PSE Energy Management Engineer to verify as built fixture types and quantities. PSE reserves the right to conduct on-site verifications for projects with savings at or under 25,000 kWh. Projects installed by IntoLight will be verified using the red line diagrams provided by IntoLight's contractor.

If intended energy savings are not being achieved by Conservation Measure(s) because specified equipment efficiency parameters or performance parameters defined above are not used, Participant shall be required to correct such deficiencies prior to Grant payment. Failure to comply with specified equipment efficiency or performance parameters may result in forfeiture or reduction of Grant payment.

**Project**  
Relight Washington (TW) - Bid  
200-019-932-462  
City wide  
Black Diamond, WA 98010

**Customer**  
City of Black Diamond  
Scott Hanis  
shanis@ci.blackdiamond.wa.  
(360) 886-5700

**Contractor**

**Vendor/Other**

**Payee**  
Black Diamond  
Black Diamond  
24301 Roberts Dr.  
Black Diamond, WA 98010

**Original Grant**  
Project sf.  
n/a

Existing kWh Usage 82,362  
New kWh Usage 37,632  
kWh Savings 44,730  
% Energy Saved 54.3%

Simple Payback 5.6 yrs  
Before Incentive  
Simple Payback 3.6 yrs  
After Incentive

Material Cost \$24,869.36  
Labor Cost  
Misc Costs  
Subtotal \$24,869.36  
% of Project Cost

Tax  
0.00%  
Total Cost \$24,869.36  
36.0%  
TRC 1.93

Estimated PSE Incentive \$8,946.00  
Average \$/kWh \$0.56  
New LPW 0.00 w/ sf  
Existing LPW 0.00 w/ sf

This is the Lighting Installations page. Start entering lighting installations in Line #1 below. For more info hover your mouse over the items below.

- Lighting Installations
- Incentive
- Labor, Misc and Tax
- New Street Lights
- Customer / Payee Signature

This is a Street Lighting lighting project

Space Information		Lighting Fixture / Lamp		Controls		Total Savings and Cost				PSE Notes		Your Notes					
Location / Room	Heat Type	Spars Type	Ltg. hrs.	Qty	Lamp / Fixture	Description	Cost	Watts	kW	kWh	Control	Quant. Saved	Cost	Final kWh	Cost	\$/kWh	
1 City Wide	Existing Street Light	Street	4200	120	High Pressure Sodium	HPS 100W	151.8	120	14.4	60,480	Exterior Photo Control	0	\$18,721	0	\$18,721	PSE hours are 4200 for ALL exterior REQUIRED - Photo Control or Astronomical Time Switch	Sch 53
2 City Wide	Existing Street Light	Street	4200	120	High Pressure Sodium	HPS 100W	151.8	52	6.24	26,208	Exterior Photo Control	0	\$3,796	0	\$3,796	PSE hours are 4200 for ALL exterior REQUIRED - Photo Control or Astronomical Time Switch	Sch 53
3 City Wide	Existing Street Light	Street	4200	170	High Pressure Sodium	HPS 150W	151.8	60	1.5	6,300	Exterior Photo Control	0	\$152	0	\$152	PSE hours are 4200 for ALL exterior REQUIRED - Photo Control or Astronomical Time Switch	Sch 53
4 City Wide	Existing Street Light	Street	4200	170	High Pressure Sodium	HPS 150W	151.8	52	0.05	210	Exterior Photo Control	0	\$225	0	\$225	PSE hours are 4200 for ALL exterior REQUIRED - Photo Control or Astronomical Time Switch	Sch 53
5 City Wide	Existing Street Light	Street	4200	9	High Pressure Sodium	HPS 150W	225.1	102	0.92	3,864	Exterior Photo Control	0	\$2,076	0	\$2,076	PSE hours are 4200 for ALL exterior REQUIRED - Photo Control or Astronomical Time Switch	Sch 53
6 City Wide	Existing Street Light	Street	4200	2	Custom Fixture	Street Light 75W	225.1	75	0.15	630	Exterior Photo Control	0	\$450	0	\$450	PSE hours are 4200 for ALL exterior REQUIRED - Photo Control or Astronomical Time Switch	Sch 52
7	Existing		4200	0		Exterior Photo Control											
8	Existing			0		Exterior Photo Control											
9	Existing		4200	0		Exterior Photo Control											
10	Existing			0		Exterior Photo Control											
11	Existing			0		Exterior Photo Control											
12	Existing			0		Exterior Photo Control											

## Scott Hanis

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**From:** Cann, Sarah <Sarah.Cann@pse.com>  
**Sent:** Friday, March 25, 2016 9:43 AM  
**To:** Scott Hanis; Mayhew, Robbieyn  
**Subject:** RE: Conservation Grant Agreement: 103-1803 Relight Washington (TIB) - Black Diamond

Hi Scott,

We've got three different entities are work here; TIB, and PSE Energy Efficiency and PSE Intolight. This is an Energy Efficiency grant to help cover a portion of the costs of the retrofit because you are saving energy by converting to LEDs. The grant amount will be applied towards the construction charges from Intolight.

The project cost listed in this grant paperwork is not the actual cost of the project, the contracts you signed with Brynja have that information. I use the average incremental cost between a high pressure sodium fixture vs the cost of the new LED fixture when I calculate my incentives.

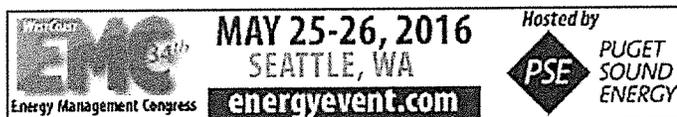
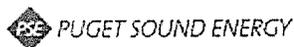
When you receive the construction charges bill from Intolight, you will see this grant amount applied, and my understanding is that TIB will be covering the rest.

I hope that helps clear things up! If not, give me a call and I'm happy to discuss further. It's understandably confusing with the multiple grants.

Thank you,

*Sarah Isham Cann*

EES Coordinator – Business Lighting  
P.O. Box 97034 | Bellevue WA | 98009-9734  
Ph. (425) 424-6649  
[Sarah.Cann@pse.com](mailto:Sarah.Cann@pse.com)  
[www.PSE.com](http://www.PSE.com)



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**From:** Scott Hanis [<mailto:SHanis@ci.blackdiamond.wa.us>]  
**Sent:** Friday, March 25, 2016 9:32 AM  
**To:** Mayhew, Robbieyn  
**Cc:** Cann, Sarah  
**Subject:** RE: Conservation Grant Agreement: 103-1803 Relight Washington (TIB) - Black Diamond

Hi Robbieyn,

I just need to clarify what this is for. We were given a grant from TIB for the Relight Washington program which is replacing street lights. Is this grant agreement part of that? Is the total cost (\$24,869.36) the cost that will be covered from TIB, less the eligible grant (\$8,946)? I guess I'm confused because we already had to sign an authorization with Brynja Myren.

Thanks!

Scott

**From:** Mayhew, Robbieyn [<mailto:Robbieyn.Mayhew@pse.com>]  
**Sent:** Friday, March 25, 2016 5:02 AM  
**To:** Scott Hanis  
**Cc:** Cann, Sarah  
**Subject:** Conservation Grant Agreement: 103-1803 Relight Washington (TIB) - Black Diamond

Dear Scott,

Greetings! Thank you for participating in PSE's energy efficiency programs. Please complete & return the attached Conservation Grant Agreement for the above referenced project at your earliest convenience. *Work may not begin until you receive the Executed Grant Agreement with PSE signature.*

The Payee information we have on file is:

**VM # 109650**  
CITY OF BLACK DIAMOND  
PO Box 599  
BLACK DIAMOND, WA 98010-0599  
TIN: 109650

**The VM# above is the internally assigned number from our Accounts Payable department listing the information that would be used to mail you grant check; if this information is incorrect please provide a current W9 form with your preferred mailing address so we may update our records accordingly.**

Please do not hesitate to contact your **EME, Sarah Cann** for further assistance.

Thank you for your conservation efforts and business!

Sincerely,

*Robbieyn Mayhew*

**PUGET SOUND ENERGY**  
CUSTOMER SOLUTIONS  
Business Energy Management  
P.O. Box 97034 BOT-01H  
Bellevue WA 98009-9734  
Desk: (425) 424-6921  
Fax: (425) 424-6747  
Email: [robbieyn.mayhew@pse.com](mailto:robbieyn.mayhew@pse.com)



RESOLUTION NO. 15-1052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A RELIGHT  
WASHINGTON PROGRAM GRANT AGREEMENT WITH  
THE WASHINGTON TRANSPORTATION IMPROVEMENT  
BOARD FOR THE LED STREETLIGHT CONVERSION  
PROJECT

WHEREAS, the City was selected to receive a Relight Washington Program grant from the Washington Transportation Improvement Board in the amount of \$58,100; and

WHEREAS, this grant will fund the conversion of streetlights within the City to energy efficient LED street lights; and

WHEREAS, Puget Sound Energy will complete the work for this project; and

WHEREAS, a grant agreement with the Washington Transportation Improvement Board is required to establish the terms of funding the LED Streetlight Conversion 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 Relight Washington Program grant agreement with the Washington Transportation Improvement Board for the LED Streetlight Conversion project attached hereto.

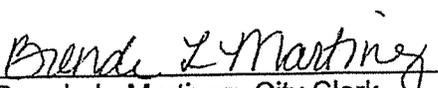
Section 2. Puget Sound Energy is hereby selected to be the service provider to perform the actual conversion work as outlined in section 3 of the grant agreement.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19<sup>TH</sup> DAY OF NOVEMBER, 2015.

CITY OF BLACK DIAMOND:

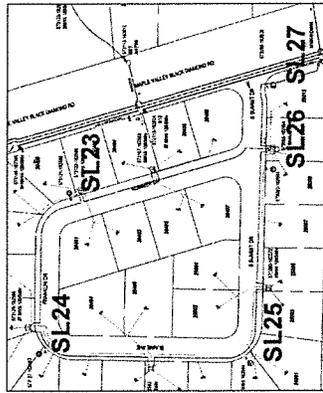
  
\_\_\_\_\_  
Carol Benson, Mayor

Attest:

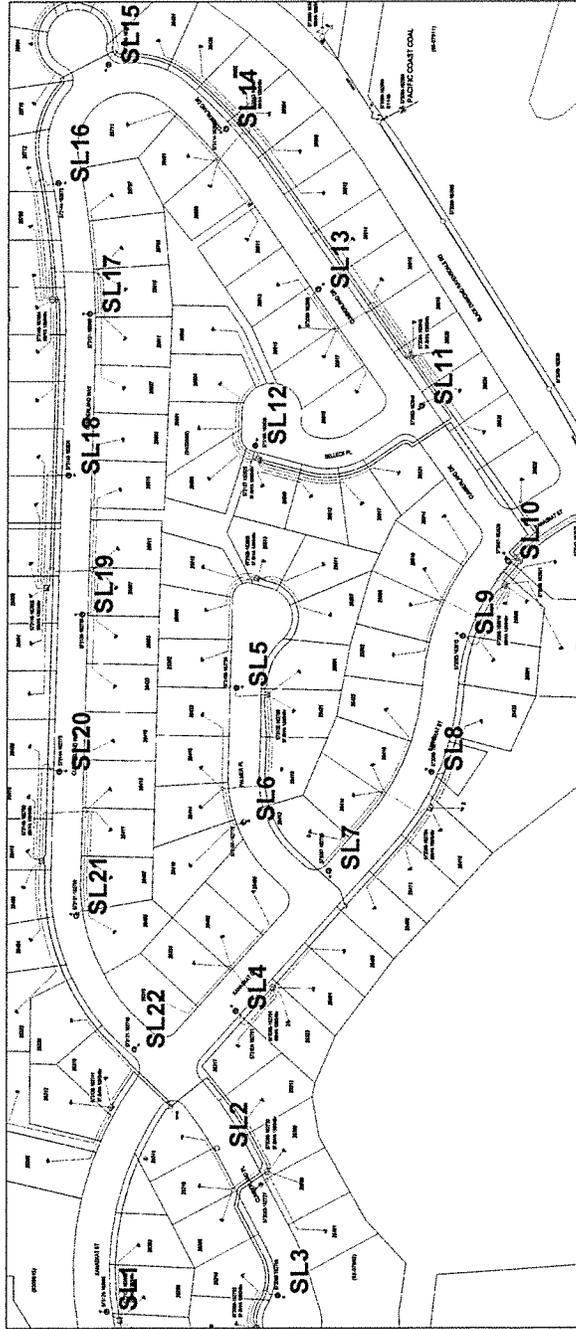
  
\_\_\_\_\_  
Brenda L. Martinez, City Clerk



SCALE: 1"=100'



Match Line "B" - See Sht. 03 of 08



Match Line "C" - See Sht. 07 of 08

STREET LIGHT TABLE - CHANGEOUTS

ORD #	INTEGRITY TAG #	TYPE	LUMINAIRE		SCHED	W/O #	NOTES
			PREVIOUS LUMINAIRE	NEW LUMINAIRE			
SL1	SL126 10293	CONCRETE	10W/CHD	5W/LED	5	10507921 10062712	RECYCLE
SL2	SL127 10294	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL3	SL128 10295	CONCRETE	10W/CHD	5W/LED	5	10507921 10062712	RECYCLE
SL4	SL129 10296	CONCRETE	10W/CHD	5W/LED	5	10507921 10062712	RECYCLE
SL5	SL130 10297	CONCRETE	10W/CHD	5W/LED	5	10507921 10062712	RECYCLE
SL6	SL131 10298	CONCRETE	10W/CHD	5W/LED	5	10507921 10062712	RECYCLE
SL7	SL132 10299	CONCRETE	10W/CHD	5W/LED	5	10507921 10062712	RECYCLE
SL8	SL133 10300	CONCRETE	10W/CHD	5W/LED	5	10507921 10062712	RECYCLE
SL9	SL134 10301	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL10	SL135 10302	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL11	SL136 10303	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL12	SL137 10304	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL13	SL138 10305	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL14	SL139 10306	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL15	SL140 10307	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL16	SL141 10308	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL17	SL142 10309	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL18	SL143 10310	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL19	SL144 10311	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL20	SL145 10312	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL21	SL146 10313	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL22	SL147 10314	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL23	SL148 10315	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL24	SL149 10316	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL25	SL150 10317	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL26	SL151 10318	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE
SL27	SL152 10319	CONCRETE	10W/CHL	5W/LED	5	10507921 10062712	RECYCLE

CALL (800) 244-8111  
 1 NUMBER DATA SHEETS YOU  
 WANT TO PRINT

REAL ESTATE/ASSESSMENT PERMIT

CONTRACT NO. NA  
 PHONE NO. NA  
 DATE 05/27/2010

FUNCTION NA  
 COUNTY NA  
 CITY NA  
 DRAWN BY ENR-CAS  
 DRAWN DATE 05/27/2010

BY POWER WK CTR  
 DATE 05/27/2010

PROJECT NO. NA  
 SHEET NO. 01 OF 01

PROJECT NAME: REIGHT WASHINGTON - BLACK DIAMOND  
 PROJECT LOCATION: REIGHT WASHINGTON - BLACK DIAMOND  
 PROJECT SCALE: 1"=50'

PROJECT OWNER: REIGHT WASHINGTON - BLACK DIAMOND  
 PROJECT ENGINEER: REIGHT WASHINGTON - BLACK DIAMOND













# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b> Resolution No. 16-0000 authorizing the Mayor to execute a Water Quality Improvement Project Grant Agreement with King County for the North Commercial and State Route 169 Stormwater Treatment Facility project	<b>Agenda Date:</b> May 25, 2016	AB16-029A
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	X
<b>Cost Impact (see also Fiscal Note):</b> \$243,643 revenue		
<b>Fund Source:</b> King County Water Quality Improvement Grant		
<b>Timeline:</b> 2016-2019		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments:</b> Resolution 16-0000; King County Water Quality Improvement Project Grant Agreement; 2015-2020 CIP Page		
<b>SUMMARY STATEMENT:</b> The City received Department of Ecology Capacity Grant funds in 2013 for pre-construction planning and design for the SR 169 and North Commercial Stormwater Treatment Facility project (Resolution 13-899). Public Works staff has been awarded a Water Quality Improvement Project Grant to help fund the construction of this project from King County.  This grant will help staff as they continue to apply for grants for the construction of this project. Public Works staff estimates that \$920,000 will be needed to complete this project. This grant will cover \$243,643.  Public Works staff will continue to apply for funding for the remaining \$676,357, including Opportunity Funds, the State Legislature, and WRIA 9.  <b>FISCAL NOTE (Finance Department):</b> Under this Water Quality Grant of \$243,643, the County will reimburse the City for expenses incurred on this project. City staff will not expend money over the Grant amount on this project until the remaining funds are secured to complete this project. A budget change will be required in 2016 to add the Grant Revenue and Expenditures of \$243,643.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION:</b> MOTION to adopt Resolution 16-0000 ( <i>Clerk to assign number at adoption</i> ), authorizing the Mayor to execute a Water Quality		

**Improvement Project Grant Agreement with King County for the North Commercial and SR 169 Stormwater Treatment Facility project.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
May 5, 2016	Referred to Committee	
May 19, 2016	No quorum	
May 25, 2016		

RESOLUTION NO. 16-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A WATER QUALITY IMPROVEMENT PROJECT GRANT AGREEMENT WITH KING COUNTY FOR THE NORTH COMMERCIAL AND SR 169 STORMWATER TREATMENT FACILITY PROJECT**

**WHEREAS**, the City has identified the need to treat stormwater runoff from State Route 169 and the north commercial area in the Capital Improvement Plan; and

**WHEREAS**, the City has completed design for the North Commercial and SR 169 Stormwater Treatment Facility project; and

**WHEREAS**, the City was selected for a Water Quality Improvement Project Grant in the amount of \$243,643; and

**WHEREAS**, Public Works staff will continue to seek additional grants needed for fully funding this project; and

**WHEREAS**, an agreement with King County is required to establish the terms of funding the North Commercial and SR 169 Stormwater Treatment Facility 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 the Water Quality Improvement Project Grant Agreement with King County for the North Commercial and SR 169 Stormwater Treatment Facility project, substantially in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF MAY, 2016.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk



## King County

### Water Quality Improvement Project Grant Agreement

AGREEMENT  
between  
CITY OF BLACK DIAMOND  
and  
KING COUNTY

This is an Agreement between **City of Black Diamond**, hereinafter the “RECIPIENT” and King County, a political subdivision of the state of Washington, hereinafter the “COUNTY.” **This Agreement is effective as of the date of the COUNTY signatory.**

The purpose of this Agreement is to set forth the terms, conditions, and the legal and administrative relations that apply to the RECIPIENT in exchange for financial assistance in carrying out a proposed project entitled **North Commercial and State Route 169 Stormwater Treatment Facility**, hereinafter the “PROJECT.”

#### Section 1. Background and Recitals:

- A. RECIPIENT description: City of Black Diamond, a municipality located in southeast King County
- B. Proposed PROJECT benefit or improvement to water quality and/or the regional wastewater treatment system and its ratepayers: Supports final design and construction of wetland and infiltration swale to address stormwater outfall in Green River/Soos Creek basin to provide treatment prior to discharge to Ginder Creek.
- C. The COUNTY plans and proposes to remunerate the RECIPIENT for the purpose described in Subsection B above in an amount up to, but not exceeding \$243,643, hereinafter the “AWARD.”
- D. This AWARD is made with the understanding that the RECIPIENT will complete the PROJECT as outlined in the Scope of Work (Exhibit A) and will fulfill reporting requirements as described under the Terms and Conditions of this Agreement.
- E. The RECIPIENT plans to contribute to this PROJECT a cash and/or in-kind match valued at \$676,357, to be verified in submitted PROJECT reports.

#### Section 2. Terms and Conditions:

- A. The PROJECT shall be in accordance with the tasks and activities specified in the Scope of Work (Exhibit A). Any modifications must be requested in an Agreement Amendment

and be approved by the Director of the Wastewater Treatment Division (WTD) in the COUNTY's Department of Natural Resources and Parks.

- B. The COUNTY will, upon execution of this Agreement, establish procedures to allow payment to the RECIPIENT of all eligible expenses for approved activities up to the limit of the AWARD. Payments are on a reimbursement basis; except in special circumstances, at the discretion of the COUNTY, where advances of a portion of the AWARD may be made. Twenty percent (20%) of the AWARD amount will be withheld by the COUNTY until receipt of the final Quarterly Progress and Expense Reports and the Closeout Reports.
- C. The RECIPIENT's expenditures of AWARD funds shall be separately identified in the RECIPIENT's accounting records. If requested, the RECIPIENT shall comply with other reasonable requests made by the COUNTY with respect to the manner in which PROJECT expenditures are tracked and accounted for in the RECIPIENT's accounting books and records. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles, and to meet the requirements of all applicable state and federal laws.
- D. The COUNTY will reimburse RECIPIENT for expenses on a quarterly basis, following receipt and approval of Quarterly Progress Reports, Quarterly Expense Reports, and Closeout Reports. Twenty percent (20%) of the AWARD will be held back until a close-out verifies fiscal and programmatic compliance with the terms and conditions of the agreement.
  - 1. The RECIPIENT shall be responsible for submitting the following PROJECT progress reports: Quarterly Progress Reports (Exhibit E), Quarterly Expense Reports (Exhibit F or G), Financial Closeout Report (Exhibit H), and Narrative Closeout Report (Exhibit I); including backup documentation such as photos, copies of articles, and financial backup such as copies of receipts.
  - 2. Quarterly Progress Report (Exhibit E) and Quarterly Expense Report (Exhibit F or G) shall be submitted together.
    - a. Each Quarterly Progress Report shall be presented in the format shown in Exhibit E of this Agreement; each Quarterly Expense Report shall be presented in the format shown in Exhibit F of this agreement.
    - b. The Quarterly Progress and Quarterly Expense reports are due thirty (30) days after the end of each quarter.
    - c. If no expenses are made during a quarter, no Expense Report is needed. However, the Quarterly Progress Report should still be submitted and indicate that no expenses were made during that time period.

- d. The Quarterly Expense Report should detail expenses and include backup documentation of expenses.
  - 3. Financial Closeout Report (Exhibit H) and Narrative Closeout Report (Exhibit I) shall be submitted together, which will include closeout documentation.
    - a. The Final Closeout reports are due thirty (30) days after the end date of the contract or not later than February 28, 2019.
- E. Failure to submit the aforementioned Quarterly Report on the PROJECT progress within ninety (90) days of the due date may be cause for the COUNTY to terminate this agreement for non-performance. Termination would require the return of any funds advanced but not already spent executing the PROJECT, as well as forfeiture of AWARD funds for activities not completed by termination date.
- F. Failure to provide all of aforementioned documentation may result in the need to withhold part or all of the AWARD.
- G. Costs eligible for payment shall be limited to those costs identified in the Budget (Exhibit B) and incurred during the effective dates of this Agreement.
- H. Any and all activities to be funded by this Agreement to the RECIPIENT shall be completed by February 28, 2019. If needed, an Agreement Amendment may be granted to extend the terms of the contract beyond the end date, adjust the scope of work, or change the budget details (but not increase the total AWARD amount), conditioned upon approval by KING COUNTY. The extension must be requested and approved at least sixty (60) days in advance of the original end date.
- I. The RECIPIENT agrees to acknowledge the COUNTY in all media, publications, and signage that are produced as part of the PROJECT. This includes press releases, public service announcements, posters, flyers, signage, Web pages, blogs, and videos. The RECIPIENT will use the wording provided in Exhibit C of this Agreement (Credit and Disclaimers).

### **Section 3. Legal and Administrative Relations:**

- A. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles and to meet the requirements of all applicable state and federal laws. The RECIPIENT shall maintain and submit to the COUNTY any such records as the COUNTY may require to conduct any audit of the PROJECT it may elect to conduct or to substantiate expenditures paid for by this AWARD. The RECIPIENT shall maintain and retain books and records related to the Agreement for at least three (3) years after the termination of said Agreement.
- B. The COUNTY's financial assistance to the RECIPIENT shall be construed by the parties as a special disbursement to the RECIPIENT to fund activities, as described herein that

generally benefit the COUNTY's efforts to leverage or complement the water quality mission of the regional wastewater system. The COUNTY's sole obligation under this agreement shall be to provide funds to the RECIPIENT and this agreement shall not be construed as a contract for services between the RECIPIENT and the COUNTY, or as establishing a principal agent relationship between the COUNTY and the RECIPIENT. No joint venture or partnership is formed as a result of this Agreement.

- C. The RECIPIENT shall be solely responsible for the recruiting, training, and supervision of its employees and volunteers. Individuals hired and paid by the RECIPIENT shall not, in any event, be construed to be employees of, or contractors to, the COUNTY and the RECIPIENT shall indemnify and hold harmless the COUNTY from any and all claims arising from any contention that said individuals are employees of, or contractors to, the COUNTY. This condition shall survive the termination of this Agreement. All actions undertaken under the funding provided by the terms of this agreement are, as between the COUNTY and the RECIPIENT, the sole responsibility of the RECIPIENT. No employees, agents, volunteers, or contractors of RECIPIENT shall be deemed, or represent themselves, to be employees of the COUNTY.
  
- D. RECIPIENT agrees for itself, its successors, assigns or by others including, without limitation, all persons directly or indirectly employed by RECIPIENT, or any agents, contractors, subcontractors, consultants, subconsultants, volunteers, licensees or invitees of RECIPIENT, to defend, indemnify, and hold harmless the COUNTY, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to RECIPIENT's exercise of rights, privileges, and obligations under this Agreement, except for the COUNTY's sole negligence. RECIPIENT's obligations under this section shall include, but not be limited to all of the following: (i) The duty to promptly accept tender of defense and provide defense to the COUNTY with legal counsel acceptable to the COUNTY at RECIPIENT's own expense; (ii) Indemnification of claims made by RECIPIENT's own employees or agents; and (iii) Waiver of RECIPIENT's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the COUNTY, which waiver has been mutually negotiated by the Parties.

In the event it is necessary for the COUNTY to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from RECIPIENT. The provisions of this Section 3.D shall survive the expiration, abandonment, or termination of this Agreement.

- E. Nothing in this Agreement shall be construed as prohibiting the RECIPIENT from undertaking or assisting projects developed outside the purview of this Agreement, or entering into agreements with other parties to undertake said projects in accordance with whatever terms and conditions may be agreed to between the RECIPIENT and other parties.

- F. The COUNTY shall be under no obligation to continue this agreement and may request partial or full reimbursement of payments it made to the RECIPIENT should the RECIPIENT fail to perform according to the terms and conditions of this Agreement, whether or not failure to perform is within the RECIPIENT's control.
- G. This Agreement may be amended at any time by written concurrence of the parties through a formalized Amendment Agreement Form and will terminate upon fulfillment of all obligations contained herein.
- H. The COUNTY may terminate this Agreement immediately for cause. If this Agreement is terminated the RECIPIENT shall return any unused portion of the funds advanced up to the date of termination.
- I. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- J. In its performance under this Agreement the RECIPIENT shall not discriminate against any person on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age, and retirement provisions, unless based upon a bona fide occupational qualification, and the RECIPIENT shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- K. Authority: Representations and Warranties. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity for whom he or she is signing.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.
- M. The effective date of this agreement is the date of COUNTY signatory.

AGREEMENT SIGNATURE PAGE

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CITY OF BLACK DIAMOND by:

Signature: \_\_\_\_\_

Carol Benson, Mayor

Date: \_\_\_\_\_

---

KING COUNTY by:

Signature: \_\_\_\_\_

Gunars Sreibers, Acting Division Director, Wastewater Treatment Division

Date: \_\_\_\_\_

**EXHIBIT A: SCOPE OF WORK**

The task(s) set forth below summarize the RECIPIENT’s activities to be performed under this agreement to complete the PROJECT. All activities in the following tasks, including deliverables, must be completed by the expiration date of this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

<b>Tasks and Activities</b>	<b>Measurable Results/Deliverables</b>	<b>Timeframe</b>
Design and Permitting	Ensure environmental protection; implementation of good science and standards	
Construction of storm pipe to collect stormwater	Intercept the polluted stormwater before it discharges to Ginder Creek and transport it 2000 ft. downstream to a great site for treatment	Summer 2017 or 2018
Construct a wet pond for primary settling and a large shallow wetland for biological treatment	The constructed wetland will provide a natural highly effective treatment system to remove pollutants before the stormwater reaches Ginder Creek	Summer 2017 or 2018
Project Management and Inspection	The City’s oversight will ensure that state law is followed, construction is completed according to the contract and plans, reporting and records are properly kept and permit conditions are met	2016 - 2018
Permits/Permissions	Coordination with WSDOT for work within the State Right of Way; hydraulic permit approval from the state department of Fish and Wildlife for a storm pipe under or over Ginder Creek and possibly a new stream bank protection wall along Roberts Drive	Winter 2016

**EXHIBIT B: BUDGET**

Costs are limited to those approved by the COUNTY in the current Budget. Costs should be reasonable and necessary to carry out the task. All activities and PROJECT expenditures must be completed according to this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

An Agreement Amendment must be completed and approved to change a scope of work, request an extension, or if the budget might deviate more than ten percent (10%) (of Grand Total). For more information, contact your grant administrator.

A <b>BUDGET CATEGORY</b>	B <b>ITEMS: Description (rate or unit x quantity)</b>	C <b>GRANT AWARD</b>	D <b>CASH MATCH</b>	E <b>IN-KIND MATCH</b>	F <b>SOURCE OF MATCH (indicate if pending or secured)</b>
Staff salaries & benefits: for Project management, inspection services during construction and project administration	Public Works Director, Capital Project Manager and Utilities Supervisor average \$75/hr. x 1,200 hours	[\$24,300] (27% of \$90,000)		City is providing the property but cost is not accounted for in project budget	Secured
<i>Salary and Benefits Subtotal</i>		<b>\$24,300</b>			
Project supplies, materials, and equipment	Included in the construction bid below				
Construction by contract	Construction is currently estimated @ \$775,000	[\$201,500] 26% of \$775,000	[\$676,357] Opportunity fund, State leg, and WRIA 9		State legis. and WRIA 9 funding not secured yet
Engineering and permitting	Currently estimated at \$55,000	[\$17,843] 32%			
<i>Direct Costs Subtotal</i>		<b>\$219,343</b>	<b>\$676,357</b>		
<i>Project Subtotal (Salary and Benefits Subtotal + Direct Costs Subtotal)</i>		<b>\$243,643</b>	<b>\$676,357</b>		
<i>Overhead (not more than 10% of Grand TOTAL)</i>					
<b>Grand TOTAL</b>		<b>\$243,643</b>	<b>\$676,357</b>		

## EXHIBIT C: ACKNOWLEDGEMENTS AND DISCLAIMERS



**King County**

Department of  
Natural Resources and Parks  
**Wastewater Treatment Division**

**Logo and logo standards:** For electronic versions of the official logos and logo standards, contact your grant administrator. **The above logo must be included on all printed documents and electronic media** produced in carrying out the PROJECT. This includes signage, posters, documents, brochures, flyers, newsletters, newspaper advertising, Web pages, blogs, and videos.

**Credit for materials produced as part of the PROJECT:** Acknowledge PROJECT funding by including the following sentence with the logo:

**This project is funded by the King County Wastewater Treatment Division**

If your PROJECT has multiple funders, it can say:

**This project is funded in part by the King County Wastewater Treatment Division**

**Disclaimer language:** For items where opinions or advice or a list of organizations or businesses are included in the copy (e.g., an interpretive panel, a guidebook, or a directory), please add the following disclaimer sentence:

**The content herein does not constitute an endorsement by King County government, its employees, or its elected and appointed officials.**

## **EXHIBIT D: AGREEMENT TERMS AND PROCEDURES**

**ACKNOWLEDGMENT:** Please acknowledge KING COUNTY in all written and electronic media (publications, signage, press releases, public service announcements, posters, flyers, Web pages, videos, PowerPoint presentations, etc.). Refer to Exhibit C for further information.

**ADVANCE:** Advance payments are allowed in some cases at the discretion of the COUNTY; documentation of payments made from advances shall be submitted to the COUNTY prior to any further requests for AWARD funds.

**AGREEMENT AMENDMENT:** This document must be completed and approved to change a scope of work, request an extension, or if the budget (Exhibit B) might deviate in any PROJECT cost categories by an amount equal to or greater than ten percent (10%) of the total AWARD amount. This form is available from your grant administrator.

**BALANCE OF AWARD:** Any amount of your AWARD not spent on this PROJECT must be returned to KING COUNTY, if an advance was issued.

**CLOSEOUT REPORTS, FINANCIAL AND NARRATIVE:** These reports document the successful completion of the PROJECT according to the scope of work. The Financial and Narrative Closeout Reports are due thirty (30) days after the end of your agreement period. Refer to Exhibit H for more information.

Include in the final report:

1. Financial Closeout Report (Exhibit H) documenting the records of expenditures for the PROJECT (reconcile your project expenses, award, cash, and in-kind match).
2. Narrative Closeout Report (Exhibit I) documenting the successful completion of the PROJECT according to the scope of work. The final report will include a narrative, outreach materials, copies of communication materials, and tools created for and about the PROJECT.

**ELIGIBLE CHARGES:** Only expenses in the categories listed in the budget page of this grant agreement can be covered by this AWARD and only up to the indicated amount without prior authorization.

**FINANCIAL RECORDS:** Maintain a **record of your expenditures** to conform to generally accepted accounting principles. Retain records for at least three (3) years after the end date of your agreement. It is highly recommended that if you use a computer to track your project expenses you assign a code to this grant. If you keep track of your expenses manually, you will need to make copies of your receipts or other “manual” documents. This way, you will be able to document your expenses.

**MATCH:** Keep track of cash and/or in-kind match amount as it is described in your budget (Exhibit B) because it must be documented in your Financial Closeout Report (Exhibit H).

**MILESTONE:** Milestones are considered significant actions or events marking important progress or change in the stage of development of the PROJECT.

**QUARTERLY PROGRESS REPORTS (Exhibit E):** These reports include a task summary and provide a status report on the progress of tasks identified in the scope of work. It also quantifies the amount spent to date and percent of the PROJECT completed. The quarterly reports are due thirty (30) days after the end of each quarter.

**QUARTERLY EXPENSE REPORTS (Exhibit F or G):** This form, submitted along with a Quarterly Progress Report, is for reimbursement of costs each quarter.

**SCOPE OF WORK (EXHIBIT A):** Keep track of your activities as they relate to the scope of work you provided. You will have to document the progress when submitting your Quarterly Reports (Exhibit E) and Closeout Report (Exhibit I).

**START DATE:** The start date of this agreement is the date of the COUNTY signatory. Expenses can be posted as of the start date of your agreement but not sooner. (Same thing as Effective Date.)

**EXHIBIT E: QUARTERLY PROGRESS REPORT**



**Water Quality Improvement Project  
Quarterly Progress Report**

**Date** \_\_\_\_\_

**Recipient** \_\_\_\_\_  
(organization)

**Contact Name** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Request No.** \_\_\_\_\_ **Dates** \_\_\_\_\_  
(beginning & end date for this claim)

**Project Name** \_\_\_\_\_

*Instructions: Complete this form and submit together with Quarterly Expense Report to Grant Administrator*

<b>Tasks/Activities</b> (from Scope of Work)	<b>Measurable Results/Deliverables</b> <b>progress/status/percentage completed (note dates)</b> (from Scope of Work)
1)	
2)	
3)	

4)	
5)	

**Briefly describe for this time period, in five lines or less per topic:**

**Project Successes**

**Obstacles and Challenges**

**Please email inquiries and all documents to:**

Elizabeth Loudon, Grant Administrator

Wastewater Treatment Division

Phone: 206-477-4297 Email: [water.grants@kingcounty.gov](mailto:water.grants@kingcounty.gov)

**EXHIBIT F: QUARTERLY EXPENSE REPORT**



**King County**

**Water Quality Improvement Project  
Quarterly Expense Report**

**Date** \_\_\_\_\_

**Recipient** \_\_\_\_\_  
(organization)

**Contact Name** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Request No.** \_\_\_\_\_ **Dates** \_\_\_\_\_  
(beginning & end date for this claim)

**Project Name** \_\_\_\_\_

*Instructions: Complete this spreadsheet in Excel and attach your financial/accounting system reports to document all expenses.*

<b>Budget Line Item</b> (From Exhibit B Budget, use latest approved amendment)	<b>Budgeted</b> (From Exhibit B Budget, use latest approved amendment)	<b>Current Request</b>	<b>Amount of all Prior Requests</b> (Do not include advances as a line item)	<b>Award Balance Remaining</b>
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL</b>	\$	\$ -	\$ -	\$ -
<b>GRAND TOTAL</b>		\$ -		
<b>THIS REQUEST</b>		\$ -		

**Please email inquiries and all documents to:**  
 Elizabeth Loudon, Grant Administrator  
 Wastewater Treatment Division  
 Phone: 206-477-4297 Email: water.grants@kingcounty.gov

**EXHIBIT G: QUARTERLY EXPENSE REPORT—ADVANCE**



**Water Quality Improvement Project  
Quarterly Expense Report with Advance**

**Date** \_\_\_\_\_

**Recipient (organization)** \_\_\_\_\_

**Contact Name** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Request No.** \_\_\_\_\_ **Dates** \_\_\_\_\_  
(beginning & end date for this claim)

**Project Name** \_\_\_\_\_

*Instructions: Complete this spreadsheet in Excel and attach your financial/accounting system reports to document all expenses. Advances will only be given in specific circumstances and need prior approval from grant administrator.*

Budget Line Item (From Exhibit B Budget, use latest approved amendment)	Budgeted (From Exhibit B Budget, use latest approved amendment)	Current Request	Advance Reconciliation (Expenses covered by last advance)	Amount of all Prior Requests (Do not include advances as line item)	Award Balance Remaining
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>TOTAL</b>	\$	\$ -	\$ -	\$ -	\$ -
<b>ADVANCE REQUESTED</b> (For next period)		\$ -			\$ -
<b>GRAND TOTAL</b>		\$ -			\$ -
<b>ADVANCE FROM LAST INVOICE</b>			\$ -		\$ -
<b>ADJUSTED FOR ADVANCE FORFEITURE</b> (Advance balances do not carry forward)			\$ -		\$ -
<b>THIS REQUEST</b>		\$ -			\$ -
<b>ADVANCE EXPLANATION:</b>					

**Please email inquiries and all documents to:**  
 Elizabeth Loudon, Grant Administrator  
 Wastewater Treatment Division  
 Phone: 206-477-4297 Email: water.grants@kingcounty.gov

**EXHIBIT H: FINANCIAL CLOSEOUT REPORT**



**Water Quality Improvement Project  
Financial Closeout Report**

**Project Name** \_\_\_\_\_

**Recipient** \_\_\_\_\_

**Total Award** \_\_\_\_\_

**Project Contact** \_\_\_\_\_

**Address** \_\_\_\_\_

**City/State** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Email** \_\_\_\_\_

**Grant Agreement Dates** *Start Date – End Date* \_\_\_\_\_

**Date Reporting** *Today's Date* \_\_\_\_\_

*Instructions: Complete the budget table below comparing your proposed budget to actual spending within the project and sign. Include receipts and/or auditable accounting details for all costs incurred for the project. This may include ledger-based copies, cancelled checks, and payroll records.*

BUDGET ITEM	GRANT BUDGET	GRANT ACTUAL	CASH MATCH PROPOSED	CASH MATCH ACTUAL	IN-KIND MATCH PROPOSED	IN-KIND MATCH ACTUAL
Staff salaries & benefits						
<i>Salaries &amp; Benefits Sub Total</i>						
Freelance workers and consultants						
Project supplies, materials, and equipment						
Commercial services						
Transportation						
Other costs						
<i>Direct Costs Sub Total</i>						
<i>Overhead (10% of Grand Total max)</i>						
<b>Grand TOTAL</b>						

**Provisions**

*Please complete and sign below.*

By signing this financial closeout report, I \_\_\_\_\_, an authorized representative of the above named RECIPIENT, confirm that I have examined the information contained herein and that, to the best of my knowledge, it is a true and accurate account of all the financial expenses and in-kind contributions incurred by the above named PROJECT in the course of fulfilling the conditions of the Agreement between City of Black Diamond and KING COUNTY.

This report contains financial documents from \_\_\_\_\_ to \_\_\_\_\_ (dates).

I hereby acknowledge that there are no further expenses associated with this PROJECT, nor any pending or future claims to the COUNTY and that the COUNTY is not liable for any expenses not documented in the budget. I understand that City of Black Diamond is fully bound by the provisions of the Agreement, including but not limited to, the return of COUNTY funds that are unspent or whose spending is unsubstantiated according to the Terms of the Agreement, and the right to examine records. I further understand that the COUNTY, upon examining final budget and closeout reports, submitted by the RECIPIENT will determine the amount of the balance due to the RECIPIENT.

Signature: \_\_\_\_\_

RECIPIENT printed name and title:

\_\_\_\_\_

Date: \_\_\_\_\_

**Please email inquiries and all documents to:**

Elizabeth Loudon, Grant Administrator

Wastewater Treatment Division

Phone: 206-477-4297 Email: [water.grants@kingcounty.gov](mailto:water.grants@kingcounty.gov)

**EXHIBIT I: NARRATIVE CLOSEOUT REPORT**



**Water Quality Improvement Project  
Narrative Closeout Report**

**Project Name** \_\_\_\_\_

**Recipient** \_\_\_\_\_

**Total Award** \_\_\_\_\_

**Project Contact** \_\_\_\_\_

**Address** \_\_\_\_\_

**City/State** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Email** \_\_\_\_\_

**Grant Agreement Dates** *Start Date – End Date* \_\_\_\_\_

**Date Reporting** *Today's Date* \_\_\_\_\_

*Instructions: In narrative format, summarize the project accomplishments and successes, regional benefits, project performance, obstacles and challenges, lessons learned, and recommendations for future comparable projects. Attach copies of all project materials and publications as well as photos from your project.*

**Project Performance**

*Please quantify all fields below that are applicable to your project and for which you have data; add any other quantifiable data that is pertinent, including units (e.g. square feet, volunteer hours, gallons/year).*

Wastewater Captured and Treated	Volunteer Hours
Stormwater Runoff Captured	Events Organized/Tours Given
Stormwater Runoff Diverted	Event Attendance
Best Management Practices Installed	People Engaged
Rain Gardens Installed	Presentations Given
Cisterns Installed	Materials Created
Water Saved	Materials Distributed
Sites Restored	Languages Provided
Site Depaved	Communities Served
Native Plants Installed	Project Partners
Organizations Engaged	Social Media Followers
Ambassadors Recruited	Website Visits
Active Volunteers	Earned Media Stories

**Regional Water Quality Benefits**

*What difference did this project make in supporting King County WTD's water quality mission, and create a benefit to or improvement of water quality within WTD's service area?*

**Project Accomplishments and Successes**

*Please describe the notable accomplishments and success of your project, both anticipated and unanticipated.*

**Obstacles and Challenges**

*Please describe any obstacles or challenges you faced while carrying out this project.*

**Lessons Learned and Recommendations for Future Projects**

*Please describe any lessons learned from both successes and failures alike. What strategies worked well that might be replicated elsewhere and what approaches fell short of expectations? Why?*

**Project Materials and Photos (list here and attach)****Please email inquiries and all documents to:**

Elizabeth Loudon, Grant Administrator

Wastewater Treatment Division

Phone: 206-477-4297 Email: [water.grants@kingcounty.gov](mailto:water.grants@kingcounty.gov)

## **EXHIBIT J: FUNDING AUTHORITY**

The funding authority for this AWARD comes from the COUNTY, through its Department of Natural Resources and Parks, which operates a regional system of sewage treatment and conveyance facilities for which it collects charges from local governments. Said charges constitute the source of revenue for operation of the COUNTY's sewage treatment system. By agreement with said local governments, this revenue can be used only to fund expenditures that are related to the development, operation, maintenance, and replacement and improvement of said system. By budget authority, the COUNTY funds activities related to the regional water quality objectives advanced by the development of the sewage treatment system.

# Capital Plan 2015 - 2020

<b>Project for the</b>	<b>Stormwater Department</b>	<b>#</b>	<b>D2</b>
<i>PROJECT TITLE</i>	<b>North Commercial and SR 169 Stormwater Treatment Pond</b>		<b>13.15</b>

**DESCRIPTION** Collect storm water runoff from the main commercial area in north Black Diamond and from State Route 169 and route to city property north of the library. Construct a wetpond or vault for pre-treatment followed by constructed wetlands to dispersion trenches for discharge to upland above Ginder Creek.

**BACKGROUND** Whereas there is a total maximum daily load (TMDL) on Lake Sawyer for phosphorous, the city should look for opportunities to reduce phosphorous inputs from existing untreated stormwater discharges. Stormwater outfall discharges from the commercial area and the state route appear to have the highest pollutant loadings as compared to other City stormwater outfalls.

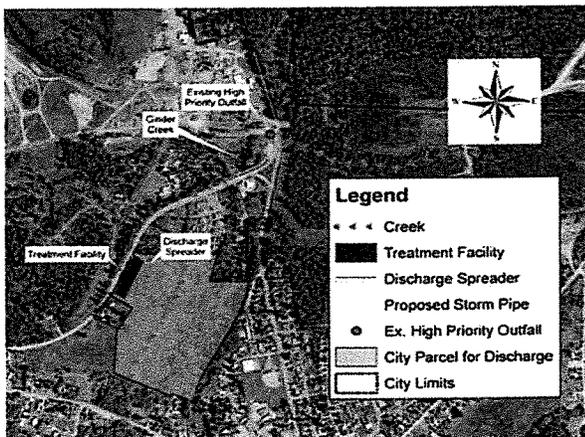
**COMMENTS** The City obtained a grant from the Department of Ecology to design this project. With a completed design at 90%, the City will have a well defined project and will use the detailed information to improve grant applications.

Final Engineering prepare bid docs  
Construction  
Management / Administration

**TOTAL COSTS**

SOE Grant  
Grant Matching  
**TOTAL SOURCES**

Capital Plan 2015 - 2020						
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
20,000		20,000				
850,000			850,000			
<b>870,000</b>	-	20,000	850,000	-	-	-
Total \$ Requested 2015 - 2020	2015	2016	2017	2018	2019	2020
850,000			850,000			
20,000		20,000				
<b>870,000</b>	-	20,000	850,000	-	-	-



10/29/14



36

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b>  <b>Resolution No. 16-0000, confirming the Mayor's appointment to the Planning Commission</b>	<b>Agenda Date: May 25, 2016</b>	
	<b>AB16-030A</b>	
	Mayor Carol Benson	X
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher	
Fund Source: --	Court – Stephanie Metcalf	
Timeline:		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 16-0000; application</b>		
<b>SUMMARY STATEMENT:</b>  Staff advertised for the vacancy on the Planning Commission due to the resignation of Gary Davis; the City received two applications. An interview committee consisting of Mayor Benson, Councilmember Edelman, and Councilmember Deady interviewed both applicants on April 8, 2016.  After careful consideration, the Mayor is seeking confirmation of her appointment of Jason Seth to the Black Diamond Planning Commission Position No. 7, with said term to expire December 31, 2017.  FISCAL NOTE (Finance Department): N/A		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-0000 (Clerk will assign number at adoption), authorizing the Mayor's Planning Commission appointment of Jason Seth to the Black Diamond Planning Commission Position No. 7.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
May 5, 2016	Referred to Committee	
May 19, 2016	No quorum	
May 25, 2016		

**RESOLUTION NO. 16-0000**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
CONFIRMING THE MAYOR'S APPOINTMENT TO THE  
PLANNING COMMISSION**

**WHEREAS**, in accordance with Black Diamond Municipal Code 2.24.010, members of the Planning Commission shall be appointed by the Mayor and confirmed by the City Council; and

**WHEREAS**, this Resolution confirms the Mayor's appointment to the City of Black Diamond Planning Commission;

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

**Section 1.** That the Mayor's appointment of Jason Seth to the City of Black Diamond Planning Commission Position No. 7 is hereby confirmed; said term to expire on December 31, 2017.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT  
A SPECIAL MEETING THEREOF, THIS 25TH DAY OF MAY, 2016.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk



**CITY OF BLACK DIAMOND**  
Commission Application  
 PO Box 599 - 24301 Roberts Drive  
 Black Diamond, WA 98010  
 Phone: 360.886.5700 - Fax: 360.886.2592

Name: Jason Seth

Address: 32105 Sunny Ln

Home Phone: 425-306-8994 Business Phone: 425-430-6502

Email address: jasonseth@msn.com

How long at Residence: 3 years in July Best time to contact: After 5 p.m.

Commission desired: 1.) Planning Commission  
 2.) \_\_\_\_\_

Reason you are interested in serving: I would like to help guide the City's future development, land use actions, tree preservation regulations, and economic development goals.

Previous community activities: I have volunteered at homeless shelters in Renton, Renton's One Night Count, Arbor Day/Earth Day Events, and I have served senior citizens Thanksgiving dinner for the past five years.

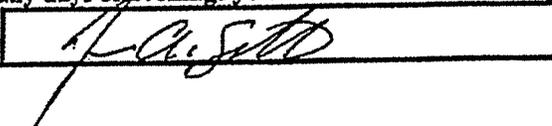
Applicable education, occupational, and specialized experience: 11+ years municipal service as Records Mgr., Deputy City Clerk, and current City Clerk. I have extensive knowledge of RCWs, WACs, and legal processes.

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1.) Can you foresee possible conflicts of interest with any of your current employment or civic positions:  
I see no conflict of interest

2). When making these recommendations do you feel you could be impartial and base your decision on the overall need and benefit of the Community: Yes.

Are there any days or evenings you are unavailable to meet? I cannot work Monday nights.

Signature: 

Date: 3/9/2016

Please return completed form and any additional information to:  
 City of Black Diamond – Attn: City Clerk, 24301 Roberts Drive., PO Box 599, Black Diamond, WA 98010  
 For more information please call (360) 886-5700

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b> <b>Resolution No. 16-0000, authorizing a Professional Services Agreement with Parametrix for the design engineering of the Covington Creek Culvert Replacement project</b>	<b>Agenda Date: May 25, 2016</b>	
	<b>AB16-033A</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$108,874.50 for design work	Public Works – Seth Boettcher	X
Fund Source: King County Flood Reduction Grant of \$145,000	Court – Stephanie Metcalf	
Timeline: May to December 2016		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution 16-0000; Professional Services Agreement; Scope of Work; CIP Page</b>		
<b>SUMMARY STATEMENT:</b> Public Works staff was successful in obtaining a Flood Reduction Grant from King County in the amount of \$145,000 (Resolution 15-1057) for the design of the Covington Creek Culvert Replacement project. Funds for the grant cover the cost of consultant and staff time.  Consultants were invited to submit Statements of Qualifications to the City for the design engineering associated with this project. Based on the submittals and interviews, Parametrix has been selected by City staff as the recommended consultant for this project. Parametrix has the staff and expertise necessary to design and prepare bid materials, as well as acquire necessary permits from state agencies, for this project. Having these design and bid materials will make this a construction-ready project and more appealing for future grant funding.  This project will replace the three aging culverts where Lake Sawyer outlets to Covington Creek under 224 <sup>th</sup> Avenue SE.  <b>FISCAL NOTE (Finance Department):</b> This Project was Budgeted in 2015 and will carry over to 2016. The King County Flood Reduction Grant does not have a match requirement for this project. Funding for the design work will be covered in its entirety by the grant.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution 16-0000 (Clerk to assign</b>		

***number at adoption*), authorizing the Mayor to execute a professional services agreement with Parametrix, Inc. for the design of the Covington Creek Culvert Replacement project.**

**RECORD OF COUNCIL ACTION**

<b><i>Meeting Date</i></b>	<b><i>Action</i></b>	<b><i>Vote</i></b>
May 5, 2016	Referred to Committee	
May 19, 2016	No quorum	
May 25, 2016		

RESOLUTION NO. 16-\_\_\_\_\_

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, INC. FOR THE DESIGN OF THE  
COVINGTON CREEK CULVERT REPLACEMENT  
PROJECT

**WHEREAS**, the City has planned for capital improvements to the Covington Creek Culvert; and

**WHEREAS**, Public Works staff was successful in receiving a Flood Reduction Grant from King County to fund the design for the Covington Creek Culvert Replacement project; and

**WHEREAS**, the City is in need of design services for the Covington Creek Culvert Replacement project; and

**WHEREAS**, the City went through a competitive selection process to select a consultant to perform the design services for the Covington Creek Culvert Replacement project; and

**WHEREAS**, Parametrix, Inc. was selected as the most qualified to complete the design work associated with the Covington Creek Culvert Replacement 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 with Parametrix, Inc. for the development of design and bid materials for the Covington Creek Culvert Replacement project; substantially in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5<sup>TH</sup> DAY OF MAY, 2016.**

CITY OF BLACK DIAMOND:

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Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

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## CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (hereinafter the "CITY")  
24301 Roberts Drive  
Black Diamond, WA 98010  
Contact: Mayor Carol Benson Phone: 360-886-5700 Fax: 360-\_\_\_\_\_

and Parametrix, Inc., a Corporation, organized under the laws of the State of Washington, doing business at:

PARAMETRIX, INC. (hereinafter the "CONSULTANT")  
1019 39th Avenue SE, Suite 100  
Puyallup, WA 98374

Contact: Austin R. Fisher, P.E. Phone: 253-604-6600 Fax: 855-542-6353

for professional services in connection with the following Project:

Covington Creek Culvert Replacement

### TERMS AND CONDITIONS

#### 1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." 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.

#### 2. Schedule of Work.

A. Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

Revised 2/26/15

3. **Terms.** This Agreement shall commence on \_\_\_\_\_, (“Commencement Date”) and shall terminate on \_\_\_\_\_ unless extended or terminated in writing as provided herein.

4. **Compensation.**

X TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$108,874.50 without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit B.

5. **Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant’s business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. 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.

6. **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. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City’s general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the

Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 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.

7. **Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

## 8. **Suspension and Termination of Agreement**

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

### C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, 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. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* 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.

D. Suspension. The City may suspend this Agreement, at its sole discretion. 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.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

**9. Standard of Care.** Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**10. Ownership of Work Product.**

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 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

**11. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**12. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and Volunteers, the Consultant's liability 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. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO. ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

**13. Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional 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 and Employer's Liability Insurance.
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.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**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 in the sole discretion of the City.

**15. Notice.** Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Carol Benson  
Mayor  
24301 Roberts Drive  
Black Diamond, WA 98010

Phone: 360-886-5700  
Fax: \_\_\_\_\_

PARAMETRIX, INC.  
Attn: David Roberts, P.E.  
Senior Consultant  
1019 39th Avenue SE, Suite 100  
Puyallup, WA 98374

Phone: 253-604-6600  
Fax: 855-542-6353

**16. Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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's fees from the other party.

**17. General Provisions.**

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,  
WASHINGTON

CONSULTANT

By: \_\_\_\_\_  
Carol Benson  
Mayor

By: \_\_\_\_\_

Name: David Roberts, P.E.

Title: Senior Consultant

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Brenda Martinez  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol A. Morris  
City Attorney

# EXHIBIT A SCOPE OF WORK

## City of Black Diamond Covington Creek Culvert Replacement

### OBJECTIVE

The City of Black Diamond (City) requested that Parametrix prepare contract plans and specifications for replacement of the Covington Creek culverts at Lake Sawyer Road and 224th Avenue SE. The project will also include topographic mapping, Hydraulic Project Approval (HPA) permitting through the Washington Department of Fish and Wildlife (WDFW), hydraulic sizing and analysis of Covington Creek for the culvert replacement, and assistance during bidding and award.

### SCHEDULE

This scope of services is anticipated to be completed by December 31, 2016.

### PHASE 1 – COVINGTON CREEK CULVERT REPLACEMENT

Task 1 – Project Management and Quality Assurance/Quality Control

#### Approach

Parametrix will be responsible for continuous tracking and contract administration of this project including preparing monthly invoices, coordination of work efforts with the City's project manager, and coordination with our subconsultants. The Parametrix project manager will maintain routine telephone and email contact with the City's project manager on an as-needed basis with regard to scope, schedule, budget, and invoicing issues.

Independent qualified staff will conduct reviews of all deliverables prior to submittal to the City and/or other regulatory agencies.

#### Deliverables

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports and invoices.

Task 2 – Mapping

#### Approach

Parametrix surveyors will establish horizontal and vertical control and map approximately 250 feet of roadway (125 feet in each direction) in the vicinity of the existing culverts.

Surveyors will map improvements such as edge-of-pavement, storm and sanitary structures, fences, and driveways. In addition to improvements, surveyors will map ground features including tops and toes,

edge-of-water, and significant trees (8-inch or larger). Ground shots will be gathered at sufficient intervals to generate 1-foot contours. Location of wetland flags and ordinary high water mark (OHWM), as defined by Parametrix wetland biologists, will be marked.

Once the field data is complete, a survey technician will process the data and incorporate it into the base map. A licensed surveyor will research public records and construct line work to represent parcel lines and right-of-way limits.

### Assumptions

- The City will send right-of-entry or notice to property owners, if necessary.
- All property lines will be represented as record lines. A boundary survey will not be performed by Parametrix.
- Parametrix will contract with a utility locating firm for underground utility locates.
- Mapping will be limited to a point 25 feet upstream and downstream of the existing culvert location(s).

### Deliverables

- A topographic base map in AutoCAD Civil 3D 2014 format.

### Task 3 – Geotechnical Investigation and Report

#### Approach

Associated Earth Sciences (AES), Inc. will perform a geotechnical assessment in the vicinity of the culvert crossing. The investigation will include the following:

- Advance two borings (one on either side of the existing culvert crossing).
- Perform laboratory testing of on-site soils collected during the site investigation.
- Prepare a draft and final geotechnical report that includes an analysis of AES findings along with recommended design infiltration rates and construction methods and materials.

#### Deliverables

The deliverables for this task consist of the following:

- Draft Geotechnical Report in electronic (PDF) format.
- Final Geotechnical Report in electronic (PDF) format.

#### Assumptions

- For a list of project assumptions regarding this task, see the attached proposal from AES, Inc.

### Task 4 – Permitting

Parametrix will prepare environmental documentation necessary to obtain permits for the culvert replacement. It is anticipated that environmental permits for this project will be required by the City of Black Diamond, Washington Department of Fish and Wildlife (WDFW), the Corps of Engineers (Corps) and Washington Department of Ecology (Ecology). Parametrix will also prepare documentation to satisfy SEPA (State Environmental Policy Act) with the City of Black Diamond acting as the SEPA lead agency.

*Subtask 4.1 City of Black Diamond Critical Areas Ordinance Permitting*

**Approach**

Parametrix will prepare the information necessary to satisfy the City of Black Diamond's Critical Areas Ordinance (CAO) permitting requirements. The CAO requires the submittal of a Critical Area Report (CAR) that documents potential to critical areas regulated by the City. For this project, these critical areas consist primarily of Covington Creek and associated riparian areas. Parametrix will identify and flag wetland boundaries and riparian/stream OHWMs so that potential impacts to critical areas can be assessed and documented in a CAR. Parametrix will complete the following:

- Identify, delineate, and generally describe wetlands, streams, and buffers in the project area. Any wetlands within the study area will be delineated according to the *Corps of Engineers Wetland Delineation Manual* (Environmental Laboratory 1987) and the regional supplement.
- Research available background information on wetlands at the site including the *King County Area Soil Survey* and *National Wetland Inventory* data prior to conducting the field work.
- Locate wetland boundaries and stream OHWM in the field and mark with numbered flagging. All delineated wetlands and streams will be documented on a general hand-drawn sketch map for the use of the project survey team.
- Document soil, vegetation, and hydrology conditions as necessary at representative locations throughout the study area to identify wetlands (data plots). The data plots will be identified in the field with labeled flagging. Both wetland and upland data plots will be sampled and the data will be included in a CAR. Data forms for the regional supplement to the *Corps of Engineers Wetland Delineation Manual* will be prepared.
- Wetlands will be rated in accordance with the Department of Ecology's *2014 Washington State Wetland Rating System for Western Washington*.
- A CAR will be written that includes streams and wetlands delineated as part of this task. The CAR will include a mitigation plan for impacts to streams and wetlands along the trail alignment.
- Photograph wetlands, streams, and buffers in the study area, as necessary, to document existing environmental conditions.

**Assumptions**

- Two Parametrix wetland biologists will need 1 day to conduct stream delineation at the project site.
- No wetlands are present at the project site. If wetlands are found to be at the project site, additional scope and budget will be necessary for delineation and documentation.
- The City will procure right-of-entry documentation for all non-City-owned land or right-of-way areas prior to field activities.
- It is assumed that the culvert replacement structure will occupy the same or smaller footprint as the existing culverts so only minimal mitigation may be necessary for impacts. Area for mitigation for impacts to Covington Creek and its buffers will be readily available at the site. If mitigation is determined to not be practicable at the site, additional scope and budget will be necessary for determining an adequate mitigation site.
- The CAR and mitigation plan will be used to satisfy City critical area code requirements.

- The scope assumes one review of the draft CAR by the City.

#### Deliverables

- A sketch map to be provided to the project survey team that locates the wetland boundary flags, OHWM flags, and data plots.
- A draft CAR including a mitigation plan.
- A final CAR including a mitigation plan.

#### *Subtask 4.2 City of Black Diamond Shoreline Master Program Permitting*

#### Approach

The project area is within the Shoreline jurisdiction of Lake Sawyer, which requires a permit for certain activities in accordance with the City's Shoreline Master Program (SMP). The City's SMP allows for exemptions for projects that are considered normal maintenance or repair. Parametrix will prepare documentation to qualify the project as exempt under the SMP as a normal repair activity.

#### Assumptions

- The City will exempt the project under its SMP as a normal repair activity. If a Shoreline Permit is required, additional scope and budget will be required.

#### Deliverables

The deliverables for this task consist of the following:

- Draft and final SMP exemption letter.

#### *Subtask 4.3 WDFW Permitting – Hydraulic Project Approval*

#### Approach

Parametrix will complete a Joint Aquatic Resources Permit Application (JARPA) to apply for a HPA permit. Parametrix will provide draft HPA permit documents to the City for review. Parametrix will make any needed revisions to the draft HPA permit documents prior to submission to WDFW.

#### Assumptions

- The culvert design will be performed in accordance with WDFW's *Design of Road Culverts for Fish Passage* manual.
- Parametrix staff (up to one biologist and one engineer) will meet with WDFW staff in the field prior to submission of the HPA application to discuss the anticipated culvert replacement structure size and to receive WDFW input.
- Existing information will be used to document fish presence and habitat use in the project area. No field surveys for fish will be required.

### Deliverables

The deliverables for this task consist of the following:

- Draft and final JARPA.

#### *Subtask 4.4 Federal Permitting – Nationwide Permit*

### Approach

Parametrix will prepare permit application documentation to obtain a Nationwide Permit for work occurring below the OHWM to satisfy requirements of Sections 404 and 401 of the Clean Water Act, as administered by the Corps and Ecology, respectively. Due to the type and magnitude of work anticipated, the project will be covered by a Nationwide Permit 3, Maintenance. Parametrix will submit a JARPA to fulfill the Pre-Construction Notification requirement and will request a jurisdictional determination. Parametrix staff (up to one biologist and one engineer) will meet with the Corps on-site to discuss the project and the Corps' potential jurisdiction.

### Assumptions

- The Corps will not assert jurisdiction over the project. Therefore, Corps-related ancillary studies/documentation, such as a Biological Assessment or a Cultural Resources Survey, will not be required.
- If the Corps asserts jurisdiction and requires supporting studies and/or documentation, additional scope and budget will be required.

### Deliverables

The deliverables for this task consist of the following:

- Draft and final JARPA.

#### Task 5 – Preliminary Design

Parametrix will prepare Preliminary Plans and Opinion of Cost for review by the City. The plans will be completed to a level of detail necessary to obtain an HPA permit (and a Corps permit, if necessary) and the design will include a hydraulic analysis for sizing of the new culvert.

### Approach

The Preliminary Plans are anticipated to include the following sheets:

Cover and Legend	2 sheets
Demo and TESC Plans	1 sheet
Plan and Profile	1 sheet
<u>Culvert Plan/Elevation</u>	<u>2 sheets</u>
<b>Total:</b>	<b>6 sheets</b>

Parametrix will prepare an Opinion of Cost for review by the City.

The City will work with Parametrix to obtain historical flow data for the outlet from Lake Sawyer to Covington Creek to support the design of a large fish-passable culvert (or land use information for use in estimating flows). Parametrix will use this data to design the culvert using the WDFW Stream Simulation design method. A hydraulic analysis will be performed to size the proposed culvert for high-flow events. Parametrix work activities shall consist of the following:

- One site visit that will include stream survey of long profile, cross sections, and pebble count.
- Survey longitudinal stream channel (thalweg) to a point no further than 25 feet upstream (or to headwaters) and 25 feet downstream of the 224th Avenue stream crossing.
- Maximum of one stream cross section upstream and one cross section downstream of the culvert outside the influence of the culvert or other artificial or unique channel conditions.
- Maximum of three pebble counts (Wolman 1954) in an unmodified reach representative of prevailing stream conditions.
- Hydraulic analysis using Hydrologic Engineering Centers River Analysis System (HEC-RAS) to evaluate the proposed culvert. Geometric data for the model will be based on the topographic survey and the proposed culvert design. Flow data will be based on U.S. Geological Survey (USGS) regression analysis (USGS 2001).
- A scour analysis will be performed for the proposed culvert.

Parametrix will prepare a cover letter summarizing the stream survey and hydrologic, hydraulic, and scour analyses. The letter will state the results of the analysis and recommended dimensions of the culvert or bridge. It will also document the assumptions for the stream design.

#### Assumptions

- Comments received from the City following review of the preliminary design will be incorporated into the final design.
- Technical memorandum (hydraulic analysis) will be a maximum of five pages of text and will include appendices for figures and support calculations, as necessary.
- The work included in the final design task assumes that the work required by WDFW will be limited to the area currently occupied by the existing culverts that are being replaced. Additional restoration requirements beyond the limits of the existing culverts may require additional funds to complete.
- No structural calculations are included in this scope of services. It is assumed the project will use a precast three-sided box culvert or similar culvert that is typically designed by the manufacturer.

#### Deliverables

- Cover letter and hydraulic culvert sizing calculations in PDF format.
- Preliminary plans in PDF format.
- Preliminary opinion of cost in MS Excel format.

#### Task 6 – Final Design

Parametrix will complete the design and prepare plans, contract specifications, and Opinion of Cost for the project. The plans and contract specifications will be prepared in accordance with the City's legal boilerplate and 2016 WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*.

## Approach

90% Plans are anticipated to include the following sheets:

Cover and Legend	2 sheets
Demo and TESC Plans	2 sheet
Plan and Profile	1 sheet
Culvert Plan/Elevation	2 sheets
Stream Restoration (beneath new culvert)	2 sheets
<u>Details</u>	<u>1 sheets</u>
<b>Total:</b>	<b>10 sheets</b>

Parametrix will refine the Opinion of Cost for consistency with the final plans.

Parametrix will incorporate the City's legal boilerplate and Public Works contract into the Contract Provisions, including a Schedule of Prices based on the Bid Item List and special technical provisions as appropriate for the project.

## Assumptions

- The City will deliver the most recent legal boilerplate and Public Works contract to Parametrix for incorporation into the contract specifications.
- Contract specifications including technical special provisions shall be based on the WSDOT Standard Specifications.
- The work included in the final design task assumes that the work required by WDFW will be limited to the area currently occupied by the existing culverts that are being replaced. Additional restoration requirements beyond the limits of the existing culverts may require additional funds to complete.
- No structural calculations are included in this scope of services. It is assumed that the project will use a precast three-sided box culvert or similar culvert that is typically designed by the manufacturer.
- No landscape or wetland mitigation plans are included in this scope of services.

## Deliverables

- Final plans in PDF format.
- Final contract documents in PDF format.
- Final Opinion of Cost in MS Excel format.

END SCOPE OF SERVICES

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b>  <b>Resolution No. 16-0000</b> <b>Authorizing a grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant</b>	<b>Agenda Date: May 25, 2016</b>	
	<b>AB16-016B</b>	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$25,000 revenue	Public Works – Seth Boettcher	X
Fund Source: Department of Ecology	Court – Stephanie Metcalf	
Timeline: Expires March 31, 2017		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 16-0000; Grant Agreement</b>		
<b>SUMMARY STATEMENT:</b> The purpose of this grant is to provide additional assistance to the City of Black Diamond with our Department of Ecology stormwater permit requirements.  This grant will expire March 31, 2017 and is retroactive to July 1, 2015. The grant funds are as follows:  Task 1 – Up to \$1500 for Project Administration/Management Task 2 - \$23,500 for implementation and management of the Stormwater Program as required by the City’s stormwater discharge permit from the Department of Ecology.  This is a similar grant to previous grants the City has received from the Department of Ecology and can be used for items outlined in the City’s Stormwater Management Program.  <b>FISCAL NOTE (Finance Department):</b> This \$25000 grant was expected in 2016 and is already included in the 2016 Budget.		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-0000 (Clerk to assign number at adoption), authorizing the Mayor to execute a grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant.</b>		

## RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 4, 2016	Referred to Committee	
May 5, 2016	Motion to adopt	2-3 – Failed)
May 19, 2016	No quorum	
May 25, 2016		

**RESOLUTION NO. 16-0000**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A GRANT  
AGREEMENT WITH THE DEPARTMENT OF ECOLOGY  
FOR THE 2015-2017 STORMWATER CAPACITY GRANT**

**WHEREAS**, the City of Black Diamond is required to meet Phase II NPDES Permit requirements; and

**WHEREAS**, the Department of Ecology has made funds available to municipalities required to meet Phase II NPDES Permit requirements in the form of the 2015-2017 Stormwater Capacity Grant;

**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 grant agreement with the Department of Ecology for the 2015-2017 Stormwater Capacity Grant in the amount of \$25,000 to meet Phase II NPDES Permit requirements.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk



## Agreement WQSWCAP-1517-BlaDia-00012

### WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Black Diamond

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Black Diamond, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

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#### GENERAL INFORMATION

Project Title:	2015-2017 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	03/31/2017
Project Type:	Capacity Grant

#### Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

#### Project Long Description:

N/A

#### Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

**RECIPIENT INFORMATION**

Organization Name: City of Black Diamond  
  
Federal Tax ID: 91-6016204  
DUNS Number: 195690011  
  
Mailing Address: PO Box 599  
Black Diamond, WA, 98010  
  
Physical Address: PO Box 599  
24301 Roberts Drive  
Organization Email: shanis@ci.blackdiamond.wa.us  
Organization Fax: (360) 886-2592

**Contacts**

<b>Project Manager</b>	Scott Hanis Capital Project/Program Manager  PO Box 599 24301 Roberts Drive Black Diamond, Washington, 98010 Email: shanis@ci.blackdiamond.wa.us Phone: (360) 886-5700
<b>Billing Contact</b>	Scott Hanis Capital Project/Program Manager  PO Box 599 24301 Roberts Drive Black Diamond, Washington, 98010 Email: shanis@ci.blackdiamond.wa.us Phone: (360) 886-5700
<b>Authorized Signatory</b>	Scott Hanis Capital Project/Program Manager  PO Box 599 24301 Roberts Drive Black Diamond, Washington, 98010 Email: shanis@ci.blackdiamond.wa.us Phone: (360) 886-5700

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Kyle Graunke  P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
<b>Financial Manager</b>	Kyle Graunke  P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452



**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$3,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- \* Properly maintained project documentation

Recipient Task Coordinator: Scott Hanis

**Project Administration/Management**

**Deliverables**

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$47,000.00

Task Title: Project Administration/Management

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review and/or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.  
Monitoring, including:
  - a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vactor truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Scott Hanis

**Project Administration/Management**

**Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
2.1	Documentation of tasks completed	

**BUDGET**

**Funding Distribution EG160312**

Funding Title: Capacity Grant FY16  
Funding Type: Grant Funding Expiration Date: 03/31/2017  
Funding Effective Date: 07/01/2015  
Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account  
Type: State  
CFDA:  
Assistance Agreement:  
Description: MTCA

Recipient Match %: 0  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY16	Task Total
Project Administration/Management	\$ 1,500.00
Permit Implementation	\$ 23,500.00
<b>Total:</b>	<b>\$ 25,000.00</b>

Agreement No: WQSWCAP-1517-BlaDia-00012  
Project Title: 2015-2017 Biennial Stormwater Capacity Grants  
Recipient Name: City of Black Diamond

**BUDGET**

**Funding Distribution EG160313**

Funding Title: Capacity Grant FY17  
Funding Type: Grant Funding Expiration Date: 03/31/2017  
Funding Effective Date: 07/01/2016  
Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account  
Type: State  
CFDA:  
Assistance Agreement:  
Description: MTCA

Recipient Match %: 0  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY17	Task Total
Project Administration/Management	\$ 1,500.00
Permit Implementation	\$ 23,500.00
<b>Total:</b>	<b>\$ 25,000.00</b>

**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Capacity Grant FY16	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Capacity Grant FY17	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

## SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a

central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

### SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum \$25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of \$50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of \$25,000.

If the RECIPIENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsr.gov](http://www.fsr.gov) <<http://www.fsr.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <<http://www.fsr.gov>>.

**GENERAL TERMS AND CONDITIONS**

**1. ADMINISTRATIVE REQUIREMENTS**

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

**2. AMENDMENTS AND MODIFICATIONS**

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

**3. ARCHAEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@des.wa.gov](mailto:payeehelpdesk@des.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

#### 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

#### 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods

or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state

has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers

and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

## 27. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

## Capital Plan 2015 - 2020

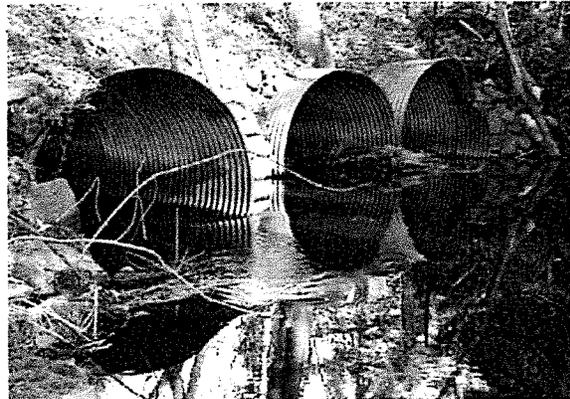
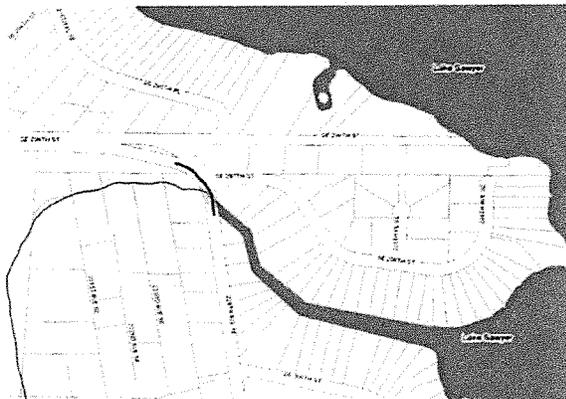
<b>Project for the</b>	<b>Stormwater Department</b>	<b>#</b>	<b>D1</b>
<i>PROJECT TITLE</i>	<b>Cov. Creek Culvert; Safety and Salmon Imp.</b>		<b>13.14</b>

**DESCRIPTION**                      Rehabilitate the existing culverts, add a concrete head wall and guard rail. The summer 2012 inspections found the culverts to be structurally sound, but with serious corrosion and pitting in the lower third of the culverts and a few areas where corrosion has opened holes in the culvert. The culverts could be lined to preserve their structural integrity at about a third of the cost of replacement.

**BACKGROUND**                      The three culverts divide the small summer flow leaving only a small amount of water for fish passage. The existing corrugated metal culverts are showing signs of corrosion. The guard rails will protect the environment from errant stray vehicles.

**COMMENTS**                         Grant funding may be available for this project from conservation funds, traffic safety funding and King County Flood District Opportunity Funds.

		Capital Plan 2015 - 2020					
Total \$ Requested 2015 - 2020		2015	2016	2017	2018	2019	2020
Design Engineering	65,000		65,000				
Construction	240,000			240,000			
Management / Administration	15,000		5,000	10,000			
<b>TOTAL COSTS</b>	<b>320,000</b>	-	<b>70,000</b>	<b>250,000</b>	-	-	-
Total \$ Requested 2015 - 2020		2015	2016	2017	2018	2019	2020
WRIA 9 Salmon mitigation	255,000		55,000	200,000			
traffic safety (TIB)	50,000			50,000			
Opportunity funding (flood)	15,000		15,000				
<b>TOTAL SOURCES</b>	<b>320,000</b>	-	<b>70,000</b>	<b>250,000</b>	-	-	-



# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b>  <b>Resolution No. 16-0000, confirming the Mayor's appointment to the Civil Service Commission</b>	<b>Agenda Date: May 25, 2016</b> <b>AB16-021B</b>	
	Mayor Carol Benson	X
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note): \$	Court – Stephanie Metcalf	
Fund Source: --		
Timeline:		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Resolution No. 16-0000; application</b>		
<b>SUMMARY STATEMENT:</b>  Staff advertised for the vacancy on the Civil Service Commission and one application was received. An interview committee consisting of Mayor Benson, Councilmember Edelman, Councilmember Deady, and Civil Service Secretary Luzville Goebel interviewed the applicant.  After careful consideration, the Mayor is seeking confirmation of her appointment of Becky Arnold to the Black Diamond Civil Service Commission Position No. 3, with said term to expire December 31, 2020.  FISCAL NOTE (Finance Department): N/A		
<b>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:</b>		
<b>RECOMMENDED ACTION: MOTION to adopt Resolution No. 16-0000 (Clerk to assign number at adoption), authorizing the Mayor's Civil Service Commission appointment of Becky Arnold to the Black Diamond Civil Service Commission Position No. 3.</b>		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 18, 2016	Referred to committee	
May 5, 2016	Motion to adopt	2-3 (failed)
May 19, 2016	No quorum	
May 25, 2016		

**RESOLUTION NO. 16-0000**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
CONFIRMING THE MAYOR'S APPOINTMENT TO THE CIVIL  
SERVICIE COMMISSION**

**WHEREAS**, in accordance with Black Diamond Municipal Code 2.64.020, members of the Civil Service Commission shall be appointed by the Mayor and confirmed by the City Council; and

**WHEREAS**, this Resolution confirms the Mayor's appointment to the City of Black Diamond Civil Service Commission;

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

**Section 1.** That the Mayor's appointment of Becky Arnold to the City of Black Diamond Civil Service Commission Position No. 3 is hereby confirmed; said term to expire on December 31, 2020.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT  
A REGULAR MEETING THEREOF, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

\_\_\_\_\_  
Brenda L. Martinez, City Clerk



**CITY OF BLACK DIAMOND**  
**Commission Application**  
 Mailing Address: PO Box 599  
 Physical Address: 24301 Roberts Drive  
 Black Diamond, WA 98010  
 Phone: 360.886.5700 - Fax: 360.886.2592

BLACK DIAMOND  
 RECEIVED  
 NOV 5 2015  
 BY \_\_\_\_\_  
 CITY HALL

Name: Becky Arnold  
 Address: 30420 Cumberland Dr Black Diamond, Wa 98010  
 Home Phone: 360-886-2536 Business Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

How long at Residence: 9 yrs Best time to contact: evening

Commission desired: 1.) Black Diamond civil service commission  
 2.) \_\_\_\_\_

Reason you are interested in serving: to support Black Diamond police Department

Previous community activities: None

Applicable education, occupational, and specialized experience: work community center Bask program

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1.) Can you foresee possible conflicts of interest with any of your current employment or civic positions: None

2). When making these recommendations do you feel you could be impartial and base your decision on the overall need and benefit of the Community: yes

Are there any days or evenings you are unavailable to meet? None

Signature: Becky Arnold Date: 11-22-2015

# CITY COUNCIL AGENDA BILL

City of Black Diamond  
Post Office Box 599  
Black Diamond, WA 98010

ITEM INFORMATION		
<b>SUBJECT:</b>	<b>Agenda Date: May 25, 2016</b>	<b>AB16-024C</b>
<b>Resolution authorizing the Mayor to sign a Professional Services Agreement for building department related services.</b>	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Barbara Kincaid	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
Cost Impact (see also Fiscal Note): \$180,000 estimated for 2016 through 2018 (2 years)	Court – Stephanie Metcalf	
Fund Source: --Community Development Permit Revenue		
Timeline: May 2016 to May 2018 (2years)		
<b>Agenda Placement:</b> <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
<b>Attachments: Proposed Resolution; Professional Services Agreement</b>		
<p><b>SUMMARY STATEMENT:</b></p> <p>State law requires the City to enforce the state building code. The City established and building department and adopted Chapter 15, Buildings and Construction, in its municipal code to administer and enforce the state building code. This includes designating a certified Building Official who is authorized to uphold the code.</p> <p>For the past several years, the City had been using the building services from the Cities of Covington and Maple Valley under an Interlocal Agreement (ILA) to administer and enforce building codes because there had not been enough building permit activity for the City to fund its own Building Official and inspectors. The ILA with Covington and Maple Valley was terminated on March 14, 2016 for reasons relating to performance and operations.</p> <p>At this time, the City has an immediate need to secure a new agreement with a qualified party to act as the City's designated Building Official, perform building inspections and plan checks. Therefore, staff recommends entering into a Personal Services Agreement with BHC Consultants. LLC. BHC Consults is a well-established firm located in Seattle, Wa who provides consistent building department services for local municipalities including, Sammamish, Bellevue, Kenmore, Lake Forest Park, Redmond, and Seattle. The benefits to the City under this agreement are as follows:</p> <ul style="list-style-type: none"> <li>• A dedicated, certified inspector onsite, with regular hours, to answer building related questions, conduct inspections, issue simple "over the counter permits", and respond to code complaints.</li> <li>• Turnaround for plan review and permit approval will be shorter.</li> <li>• A Building Official will be readily available as needed but the City will not be paying for billable hours at the higher Building Official rate as it did under the ILA for business that can be managed by an inspector at a lower rate.</li> <li>• The BHC fee schedule and billing model makes it possible to ensure permit fees are accurately covering expenses.</li> </ul>		

- Flexibility to cover additional workload as permit activity increases.

**FISCAL NOTE (Finance Department):**

The 2016 Budget for Building Inspections and Plan checks expenditures for 2016 is \$88,000 and is expected to cover the costs of this contract based on the three days a week certified inspector and the current estimated Plan Checks. If the number of permits or inspections increases, the building permit revenue will also increase and will cover the costs. If this occurs both the budgets for Revenue and offsetting expenditures will need to be amended to show the increases in a year end budget amendment.

**COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:**

**RECOMMENDED ACTION: MOTION to adopt Resolution No. 16 - ? (Clerk will assign number at adoption), authorizing the Mayor to execute a professional services agreement with BHC Consultants, LLC for building services.**

**RECORD OF COUNCIL ACTION**

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 17, 2016	Sent to Committee	
April 7, 2016	Motion to refer to committee.	Passed 3-2 (Deady, Edelman)
May 5, 2016	Motion to adopt	2-3 Failed
May 19, 2016	No quorum	
May 25, 2016		

**RESOLUTION NO. 16-**

**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 BHC  
CONSULTANTS, LLC FOR BUILDING DEPARTMENT  
RELATED SERVICES**

**WHEREAS**, the City of Black Diamond is required to adopt and enforce the state building code to promote the health, safety, and welfare of the occupants or users of buildings and structures and the general public; and

**WHEREAS**, the Black Diamond Municipal Code (BDMC) Title 15, Buildings and Construction, establishes the City's building division and adopts the state building code under the supervision and control of the city administrator or his/her designee and authorizes the city administrator or his/her designee to designate a building official to administer and enforce the state building code with the exception of the fire code; and

**WHEREAS**, the City did use an Interlocal Agreement with the cities of Covington and Maple Valley for building related services to administer and enforce the state building code with the exception of the fire code; and

**WHEREAS**, the Interlocal Agreement with the cities of Covington and Maple Valley was terminated on March 14, 2016 and the City did contact BHC Consultants, LLC and determined that BHC is qualified and capable of meeting the City's immediate need for building related services;

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

**Section 1.** The Mayor is authorized to execute a Professional Services Agreement with BHC Consultants, LLC for building related services including, code administration, plans examination, building inspection and building related code enforcement services, substantially in the form as Attachment A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS \_\_\_\_ DAY OF \_\_\_\_,  
2016.**

CITY OF BLACK DIAMOND:

\_\_\_\_\_  
Carol Benson, Mayor

Attest:

---

Brenda L. Martinez, City Clerk

**CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

THIS Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (hereinafter the "CITY")  
24301 Roberts Drive  
Black Diamond, WA 98010  
Contact: Mayor Carol Benson Phone: 360-886-5700 Fax: 360-886-2592

And BHC Consultants, a Limited Liability Company, organized under the laws of the State of Washington, doing business at:

BHC CONSULTANTS (hereinafter the "CONSULTANT")  
1601 Fifth Avenue, Suite 500  
Seattle, WA 98010  
Contact: William Hill, Director, Construction Code Compliance, Phone: 206-505-3400  
Fax: 206-505-3406  
e-mail: [william.hill@bhiconsultants.com](mailto:william.hill@bhiconsultants.com)

for professional services in connection with building permit services to administer building code requirements, review building permit applications, conduct building inspections, and engage in building-related code enforcement activities.

**TERMS AND CONDITIONS**

**1. Services by Consultant.**

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." 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.

**2. Schedule of Work.**

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract 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 services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on May 1, 2016 (“Commencement Date”) and shall terminate on May 1, 2018 unless extended or terminated in writing as provided herein.

4. **Compensation.**

LUMP SUM. Compensation for these services shall be a Lump Sum of \$ \_\_\_\_\_.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$ \_\_\_\_\_ without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit “ \_\_\_\_\_”.

TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “ \_\_\_\_\_”.

OTHER. Provide for fixed fee rates as identified in fee schedule attached hereto as Exhibit “B”.

5. **Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. All payments shall be delivered to: BHC Consultants, LLC, 1601 Fifth Avenue Suite 500, Seattle WA 98101. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant’s business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. 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.

6. **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. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 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.

**7. Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

**8. Suspension and Termination of Agreement**

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, 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. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* 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.

D. Suspension. The City may suspend this Agreement, at its sole discretion. 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.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. **Standard of Care.** Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. **Ownership of Work Product.**

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 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. **Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at

the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**12. Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the consultant's performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and Volunteers, the Consultant's liability 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. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

**13. Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional 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 and Employer's Liability Insurance.
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.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**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 in the sole discretion of the City.

**15. Notice.** Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Carol Benson  
Mayor  
24301 Roberts Drive  
Black Diamond, WA 98010

BHC Consultants, LLC  
Attn: Craig Chambers, President  
1601 Fifth Avenue, Suite 500  
Seattle, WA 9101

Phone: 360-886-5700  
Fax: 360-886-2592

Phone: 206-505-3400  
Fax: 206-505-3406

**16. Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, then such disputes shall be submitted to and considered in nonbinding mediation before either party may commence litigation. The jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. 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's fees from the other party.

**17. General Provisions.**

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or

unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,  
WASHINGTON

BHC CONSULTANTS, LLC

By: \_\_\_\_\_  
Carol Benson  
Mayor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Brenda Martinez  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol A. Morris  
City Attorney

**EXHIBIT - A**

**SCOPE OF SERVICES**

**1. PLAN REVIEW**

BHC will review plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the state of Washington and City of Black Diamond.

- A. The BHC will not design for the applicant, make any structural changes on the plans, or make any changes that directly contradict other information on the plans. Significant changes must be made by or under the direction of the applicant or design professional.
- B. Reviews shall be done by BHC onsite staff or at the BHC office.
- C. If corrections or additions are required, the reviewer will write a review letter addressed to the applicant. The correction letter will indicate to the applicant that they are required to submit the revisions/additions to the City per the submittal requirements for the permit type under review.
- D. BHC will indicate that the drawings have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. The reviewer's name and date of compliance will be affixed to each sheet in up to two sets of drawings including the cover sheet.
- E. Complete reviews will include structural, nonstructural, accessibility, energy, and ventilation requirements. Partial reviews will be indicated as either structural or nonstructural or as mutually agreed upon.

**2. PROCESS**

- A. BHC staff will determine which plans are to be reviewed on site (at the City) or sent to the BHC office. Basic "over the counter" type permits will be reviewed onsite (at the City) by the BHC inspector. New Single family and commercial plans will mostly be reviewed by BHC staff at the BHC office.
- B. The City will intake, track, and process the permit applications and all revisions per current building and permit administration procedures.
- C. BHC will be responsible for the transportation and cost of returning permit review documents back to the City. The City will be responsible for the transportation and cost of delivering permit review documents to BHC.
- D. The Consultant will complete the initial review and will have either approved the application and notified the City of approval or contacted the applicant and the City with corrections within the time frames listed below:

<b>Project Type</b>	<b>Initial Review</b>	<b>Re-Review</b>
Single-Family	10 days (2 weeks)	5 days (1 week)
Multi-Family	15 days (3 weeks)	10 days (2 weeks)
Commercial	20 days (4 weeks)	15 days (3 weeks)

Turn-around for all other types of permit applications is to be negotiated.

- E. The Consultant will review any revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notify the City of compliance, or if the drawings are still not complete, contact the applicant and the City with additional revision requests within the time frames specified above.
- F. The review time may be negotiated based on the number and complexity of projects to be reviewed. The Consultant will not be held responsible for delays beyond the Consultant's control. During heavy workloads or schedule delays, the Consultant shall notify the City of revisions to estimated target dates. The Consultant acknowledges that there are deadlines for processing permits, and that lawsuits for damages may be brought against the City for failure to process permit applications according to the established deadlines. Therefore, Consultant understands that its "heavy workloads or schedule delays" are insufficient excuses for meeting statutory and code deadlines for issuance of final decisions on permits.

## **2. BUILDING OFFICIAL SERVICES**

William Hill, CBO, ACO from BHC Consultants, LLC will provide Building Official services for code interpretation and administrative needs such as ordinance review and update, staffing needs and department budget development and review.

## **3. BUILDING INSPECTION SERVICES**

BHC will provide a certified building inspector at a minimum of three (3) days per week or as otherwise required by the city services:

- A. The BHC inspector will perform the following inspection tasks:
  - a. non-structural fire and life safety inspections
  - b. structural inspections
  - c. energy code inspections
  - d. barrier free inspections
  - e. mechanical & plumbing inspections
  - f. code compliance
- B. The inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and Energy Code (WAC 51-11), and the applicable City Building Codes. except that the inspector will confer with the Building Official on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.
- C. Inspections will be done in accordance with codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.

## **4. ADDITIONAL SERVICES PROVIDED.**

A. If performed by BHC, Civil/Site plan reviews will be charged at the hourly rates shown in Labor Rate Schedule, depending on the type of review, as identified in Exhibit B and attached to this Personal Services Agreement.

B. Pre permit plan review meetings to review code requirements and city department permit coordination will be charged at the hourly rates shown in Labor Rate Schedule, Building Official services, as identified in Exhibit B and attached to this Personal Services Agreement

C. Review of deferred submittals will be charged at the hourly rates shown in Labor Rate Schedule, depending on the type of review, as identified in Exhibit B and attached to this Personal Services Agreement.

D. Revisions to plans that require additional plan review will be charged at the hourly rates shown in Labor Rate Schedule, depending on the type of review, as identified in Exhibit B and attached to this Personal Services Agreement

E. Attendance at meetings when requested by the CITY will be charged at the hourly rates shown in Labor Rate Schedule, Building Official services, as as identified in Exhibit B and attached to the is Personal Services Agreement.

F. Fire Code, Fire Sprinkler, Fire Alarm plan reviews when requested by the CITY will be charged at the hourly rates shown in Labor Rate Schedule, Plan Reviewer- nonstructural, as identified in Exhibit B and attached to the is Personal Services Agreement.

**EXHIBIT - B**  
**SCHEDULE OF RATES, CHARGES AND FEES**

<u>Classification</u>	<u>Hourly Rate</u>
Building Inspector	\$70
Building Official services	\$140
Plan Reviewer - nonstructural	\$120*
Structural P.E.	\$150
Civil/site plan review (P.E.)	\$130
Administration Assistance	\$50

**PLAN REVIEW FEES:**

(For reviews sent to BHC due to complexity or project size. These fees are not intended for reviews performed at the City of Black Diamond by onsite inspector). The 75% of city collected Plan review fees include initial review and one corrections. \*Additional corrections will be charged at the hourly rate.

Residential:

Single Family Dwellings will be charged at 75% of City’s collected Plan Review fee (complete review including structural, non-structural, mechanical, plumbing, State Energy, and applicable items in the City’s Municipal Code .

At the request of the City and with concurrence by Consultant, plan review fees may be determined to be charged at the hourly rate as identified in labor rate schedule as opposed to the following “fixed fee” rates.

Non-Residential:

A. Complete Plan Review

- IBC Non-structural Fire & Life Safety + Structural, disabled accessibility and/or State Energy Code, *IMC and/or UPC*.

75% of the City collected Plan Review fee (\$250 minimum).

B. Partial Review:

Will consist of one of the following:

- IBC Non-structural Fire & Life Safety including mechanical/plumbing when issued as part of a combination building permit, and State Energy and Accessibility review  
-OR-
- IBC Structural ONLY

50% of the plan review fee calculated (\$250 minimum).

C. Mechanical/Plumbing (issued as separate permit)

When permit for such work is issued separately from a building combination permit and permit fee is based on valuation of such work separate from building permit, fee will be assessed at the partial review percentage noted above. If permit fee is based on unit fee per the IMC or UPC, fee will be charged the hourly rate.

- D. Upon City's request, Civil/Site Plan review will be charged at the hourly civil plan review rates. These fees include the initial plan review plus one (1) recheck. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates shown in Labor Rate Schedule.

**1. ADDITIONAL:**

- A. All other review services and reviews in excess of two (the initial review plus one re-check) shall be paid on a time-and-expense basis using the hourly rate for Plan Reviewer either non-structural or structural depending on the type of review.
- B. In-house (at City's location) plan review and other services will be provided as directed by the City and agreed upon by the Consultant on a time-and-expense basis using an hourly rate for either Building Inspector or Plan Reviewer (nonstructural or structural) depending on the type of review or services needed.
- C. Valuation figures used to determine the plan review fees will be calculated based on the City's adopted Fee Schedule or Resolution.
- D. Each billing statement will include the permit application number and owner or project name of the plans reviewed with the fee.
- E. Billing statements will be issued for reviews that receive a complete initial review in the preceding month or other acceptable time period. A complete initial review shall constitute an earned fee for both City and Consultant.
- F. The City shall have the right to withhold payment to the Consultant for any work not completed in a satisfactory manner until such time that the consultant modifies such work to the satisfaction of the City.
- G. The cost of delivering plans for review to BHC will be incurred by the CITY. The cost of delivering reviewed plans back to city will be incurred by BHC.
- H. Mileage travel rates shown are portal to portal from inspector's residence or the Seattle office, whichever is less for on-call services. One hour of travel time will be charged for each day of travel to City's location.
- I. All mileage included by BHC inspector will be reimbursed at the most current IRS rate, currently .575 cents per mile.
- J. Consultant staff's normal work days are Monday through Friday (8am~5pm). Office work on Saturdays, Sundays or CITY Holidays will be performed only at specific request of the City. Billing for work performed outside normal work hours are on Saturdays, Sundays, or CITY Holidays shall be at 150% of the rates shown above.

- K. This Schedule of Hourly Rates is effective as of January 1, 2015. Rates are subject to annual review.

**RESOLUTION NO. 16-**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF BLACK DIAMOND, KING  
COUNTY, WASHINGTON REQUIRING COUNCIL  
PREAPPROVAL BEFORE PAYMENT OF ALL  
CLAIMS AND CALLING FOR EXPEDITED  
COMPLIANCE WITH THE REQUIREMENTS OF  
RCW 42.24 AND BLACK DIAMOND MUNICIPAL  
CODE SECTION 3.23 PAYMENT OF CITY  
CLAIMS OR OBLIGATIONS.**

**WHEREAS**, Black Diamond Municipal Code Section 3.23 authorizes the finance director, city administrator, city clerk or mayor to issue warrants or checks in payment of claims before the city council has acted to approve the claims only upon meeting all of three conditions; and

**WHEREAS**, RCW 42.24 authorizes payments before legislative approval only upon the enactment by the Council of four policies and procedures that are substantially the same as those required in Black Diamond Municipal Code Section 3.23; and

**WHEREAS**, In response to a request from the Chair of the Council's Budget, Finance, and Administration Committee on February 16, 2016, the Mayor wrote that she is the public representative who approves the vouchers. (Exhibit A); and

**WHEREAS**, In response to a request from the Chair of the Council's Budget, Finance, and Administration Committee on March 29, 2016 requesting documentation that the three requirements of the Black Diamond Code had been met, the Mayor responded that: "This request is totally outside your purview". (Exhibit B); and

**WHEREAS**, RCW 42.24 and BDMC 3.23 make clear that the procedures for the approval of vouchers, and the approval of the vouchers, are a Council responsibility; and

**WHEREAS**, BDMC 3.23.030 (C) states that one of the conditions that must be met before claims may be paid prior to Council approval is that: "The Council has

adopted contracting, hiring, purchasing and disbursing policies that implement effective internal control". The Council has not identified, and the Mayor has not provided any evidence, that this requirement has been met at any time since Ordinance 08-850 adopted BDMC 3.23.030 in 2008; and

**WHEREAS**, BDMC 3.23.030 (B) states that one of the conditions that must be met before claims may be paid prior to Council approval is that: "The finance director, city administrator, city clerk and the Mayor have each furnished a fidelity bond in the amount of fifty thousand dollars for the faithful discharge of each of their duties". The Mayor has not provided any evidence to the Council that this requirement has been met; and

**WHEREAS**, the Council recognizes that payments of claims prior to Council approval can help enable the efficient operation of the City, reduce the risk of late charges and enable the ability to take advantage of early payment discounts. For this reason the Council supports this practice but only if all legal requirements are fully met; and

**WHEREAS**, In order to continue to authorize the payments of claims prior to Council approval, the Council must verify through proper documentation that all of the conditions of BDMC 3.23.030 have been met.

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

**Section 1. The Mayor and the Finance Director are not authorized to prepay claims until the Council has determined that all three conditions of BDMC 3.23.030 have been met.**

**Section 2. The Mayor is requested to provide documentation that will allow the Council to verify that all three conditions of the BDMC 3.23.030 have been met.**

**Section 3. The Mayor is requested to prepare and submit for Council approval recommended contracting, hiring, purchasing and disbursing policies that implement effective internal control.**

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND,  
WASHINGTON, AT A REGULAR MEETING THEREOF, \_\_\_\_\_**

**CITY OF BLACK DIAMOND**

\_\_\_\_\_  
**Carol Benson, Mayor**

**Attest:**

\_\_\_\_\_  
**Brenda L. Martinez, City Clerk**

**RE: Budget and Finance Committee Questions**

Carol Benson

**Sent:** Tuesday, February 16, 2016 2:47 PM

**To:** Brian Weber

**Cc:** Erika Morgan

See blue below.

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**From:** Brian Weber

**Sent:** Tuesday, February 16, 2016 2:12 PM

**To:** Carol Benson

**Cc:** Erika Morgan

**Subject:** Budget and Finance Committee Questions

Mayor Benson,

These questions are from the last two Budget and Finance Committee meetings. A response from either yourself or May Miller would be appreciated.

Feb 8, 2016 Meeting:

1. Are the vouchers approved by a public representative outside of a budget committee meeting? Yes, the mayor.

2. Is the City accepting the Ginder Creek improvement as a developer contribution and mitigation for the impact their development will have upon the natural hydrological systems of the Black Diamond landscape?

We do not have a Ginder Creek improvement project. I am not sure what you are referring to.

Feb 15, 2016 Meeting:

1. Can you please explain the EFT expenses paid (what was bought and by which department / fund) for the items described under First Bank EFT payments beginning on Page 6 of 18 and continuing to Page 9 of 18 of the voucher directory? EFT expenses are electronic funds transfers and are the same as a check, but made electronically.

2. What can be done so the public knows how much is left in the various funds and a grand total financial position of the city, and how Black Diamond is performing against the agreed to budget?

Your role is legislative and mine is administrative. You set the budget and I make sure payments are made within the budget. If we exceed any budget, we are required to go to Council to get a budget amendment. This has not happened so far this year.

I have Cc'd Councilmember Morgan since she is the committee Vice Chair.

Thank You,

Brian Weber

Budget, Finance Committee Chair  
Black Diamond City Council  
Position 4  
253-508-0397

*"If everyone is thinking alike, then somebody isn't thinking."*  
George S. Patton

**RE: Ordinance 08-850 Information**

EXHIBIT B

Carol Benson

**Sent:** Tuesday, March 29, 2016 1:43 PM

**To:** Brian Weber; May Miller

**Cc:** Brenda Martinez

You seem to forget that there are three branches of Government: Legislative, Executive and Judicial. Your job is to pass legislation and mine is to enforce it. This request is totally outside your purview. I certify that all processes that satisfy the three requirements of BDDMC 3.23.030 have been met.

*Carol Benson*

Mayor, City of Black Diamond

"Be kind, for everyone you meet is fighting a battle you know nothing about."

- Wendy Mass, *The Candymakers*

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**From:** Brian Weber

**Sent:** Tuesday, March 29, 2016 8:19 AM

**To:** May Miller

**Cc:** Carol Benson

**Subject:** Ordinance 08-850 Information

As a follow-up to some questions raised with regard to Black Diamond Ordinance 08-850, I am requesting documentation and/or documented processes that satisfy the three requirements of Black Diamond Municipal Code 3.23.030. I am looking for more than just the "generalized" Black Diamond Financial Policies.

Since the City Council is responsible for approving expenditures I would like to know that all the necessary requirements are met.

Thank You,

Brian Weber

Black Diamond City Council

Position 4

253-508-0397

*"If everyone is thinking alike, then somebody isn't thinking."*

George S. Patton

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITIES OF MAPLE VALLEY AND COVINGTON FOR BUILDING INSPECTION SERVICES

WHEREAS, Black Diamond and Maple Valley and Covington are public agencies as defined by Ch. 39.34 of the Revised Code of Washington ("RCW"), and are authorized to enter into Interlocal Agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of the local communities; and

WHEREAS, Covington and Maple Valley maintain building division staff that regularly enforces and administers building code requirements, reviews building permit applications, conducts building inspections and engages in building-related code enforcement activities; ~~Maple Valley maintains building division staff that regularly conducts building inspections;~~ and

WHEREAS, although building activity has been increasing, there is currently not enough building permit activity to allow the City to maintain its own building division staff; and

WHEREAS, the City of Black Diamond has been using building inspection services from the City of Maple Valley under a tri-party Interlocal Agreement that also included the City of Covington; and

WHEREAS, the staff from the City of Covington successfully reviewed and processed a new school recently; and

WHEREAS, the Interlocal Agreement does not preclude the use of outside contractors to perform services to augment existing staff resources; and

WHEREAS, contracting for outside services in a coordinated way between Covington, Maple Valley, and Black Diamond will likely provide cost and management benefits for all parties; and

WHEREAS, the tri-party Interlocal Agreement was terminated on March 14, 2016 and the City wants to continue using the building inspection services from the City of Maple Valley;

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WHEREAS, Black Diamond's Community Development Director sent a letter to the City of Covington intended to terminate the tri-party Interlocal Agreement on March 14, 2016 and notified the Council of this date of termination in the Council Meeting materials received by the Council April 29, 2016;

WHEREAS, the City Council is the contracting entity for the City and approves all Interlocal Agreements; and

WHEREAS, the City Council believes that the tri-party Interlocal Agreement is in the public interest of all three cities and does not wish to terminate the tri-party Agreement;

WHEREAS, the City Council acknowledges that the actions of the City of Black Diamond's Administration may have negatively affected or confused the working relationship between our three cities.

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

Section 1. The Mayor is authorized to execute an Interlocal Agreement with the City of Maple Valley for building inspection services, substantially in the form as Attachment A.

The Council expresses its appreciation to the staff of the Cities of Maple Valley and Covington for their past services to the residents and businesses of Black Diamond and respectively requests that the Cities of Maple Valley and Covington consider re-instating the tri-party Interlocal Agreement.

Section 2. The Council respectfully requests that the Cities of Maple Valley and Covington work together to consider joint contracting services to augment permit review capabilities if necessary and appropriate.

Section 3. The Mayor is requested to work with Covington and Maple Valley to reinstate the tri-party Interlocal agreement for Bulding Services approved by the Black Diamond City Council in December 2015

Section 4. The Mayor is requested to work with staff from the Cities of Covington and Maple Valley to explore options for contracted permit review services to augment existing staff resources and make recommendations to the Council to accomplish this

Section 5. The Mayor is requested to ensure that the use of outside contractors to perform permit review and Building Official services does not violate existing contracts with represented employees.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,  
AT A REGULAR MEETING THEREOF, THIS \_\_\_ DAY OF \_\_\_\_\_, 2016**

**CITY OF BLACK DIAMOND:**

\_\_\_\_\_  
**Carol Benson, Mayor**

**Attest:**

\_\_\_\_\_  
**Brenda L. Martinez, City Clerk**