

RESOLUTION NO. 07-456

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT
NO. 1 TO THE JONES AND STOKES PROFESSIONAL
SERVICE AGREEMENT

WHEREAS, on October 19, 2006 the City entered into a Professional Services Agreement with Jones & Stokes to update the City's Comprehensive Plan; now therefore,

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1. That the Mayor is authorized to execute Amendment No. 1 to the Professional Services Agreement between the Jones & Stokes and the City of Black Diamond, substantially in the form attached as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 16th day of August, 2007.


Howard Botts, Mayor

Attest:


Brenda L. Streepy, City Clerk

CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the October day of 19, 2006, by and between

CITY OF BLACK DIAMOND, WASHINGTON ("CITY")

25510 Lawson Street

Black Diamond, WA 98010

Contact: Rick Luther Phone: 360-886-2560

Fax : 360-886-2592

and

Jones & Stokes

("CONSULTANT")

11820 Northup Way, Suite E300

Bellevue, WA 98005

for professional services in connection with the following Project:

Updating the City's Comprehensive Plan.

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." Each task shall be completed within the amount of time listed in Exhibit A, with the time to commence for task 1 upon the receipt of the Notice to Proceed. Each subsequent task shall be commenced no later than the conclusion of the subsequent task, but, in any event, all tasks shall be completed, and the producibles delivered no later than ninety-one (91) days from the date of the Notice to Proceed.
- B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. Compensation

\$91,505 DM JB
TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed ~~\$86,505~~ unless the scope of work is expanded in writing by the City and the dollar amount of the increase is agreed to in writing before the work is commenced. All work set forth in Exhibit A shall be performed for no more than ~~\$86,505~~, regardless of the number of hours it may take the Consultant to satisfactorily complete the Scope of Work.
\$91,505 DM JB

4. Payment

- A. Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.
- C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.
- D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

- A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
- B. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
- C. Violation of this Paragraph 5 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.

6. Term and Termination of Agreement

- A. This Agreement shall remain in effect until completion of the services described in Exhibit A and final payment therefor.
- B. This Agreement may be terminated by the City at any time without cause, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. 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 Contract in the event of such termination.

7. 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.

8. Ownership of Work Product

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. City agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefore.

9. Indemnification/Hold Harmless

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant, its officers, employees, or subconsultants in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

10. 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. Commercial General Liability.
2. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. 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.

11. 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 can be withheld in the City's sole discretion.

12. Independent Contractor

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

13. 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:

Rick Luther
Interim City Administrator
25510 Lawson Street
Black Diamond, WA 98010

Phone: 360 886-2560
Fax: 360 886-2592

Jones & Stokes
11820 Northup Way, Suite E300 • Bellevue,
WA 98005

Phone: Direct: 425.893.6406
Fax: 425.822.1079

14. Disputes

Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in King County Superior Court, Kent, Washington.

15. Attorneys Fees

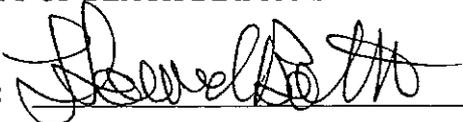
In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

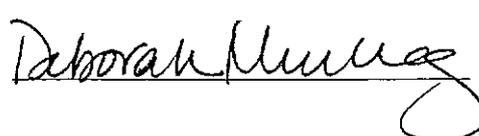
16. Extent of Agreement/Modification

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

CITY OF BLACK DIAMOND

Jones and Stokes Associates

By: 

By: 

HOWARD BOTTS
Mayor

Date: 10-19-06

Attest:

By: Brenda L. Streepy
Brenda L. Streepy
City Clerk

Deborah Munkberg
Name: ~~Deborah Munkberg~~

Title: Principal

Date: 12/10/06

*Jones & Stokes in partnership with
Weinman Consulting, LLC & Mirai Associates*

**Black Diamond Comprehensive Plan Update
Scope of Work, Budget and Schedule
July 25, 2005**

I. Overview of Project

The project consists of updating the City's Comprehensive Plan. Overall project goals include:

1. Achieving/maintaining compliance with the Washington State Growth Management Act (GMA).
2. Achieving/maintaining internal consistency between existing and updated portions of the Comprehensive Plan.
3. Updating the plan to reflect accurate, up-to-date inventory information for the entire City, including the annexation areas (which were not fully reflected in the most recent Comprehensive Plan update).
4. Updating policies to reflect requirements to consider best available science in developing critical areas standards, and other recent State requirements consistent with critical areas ordinance consultant's work in this area.
5. Updating the City's Comprehensive Plan maps, including the Future Land Use Map to achieve internal consistency, to place these maps on a sound technical platform (GIS), and to fully and accurately reflect the annexation areas.

The project includes updating the City's Comprehensive Plan, including the Land Use, Housing, Transportation, Natural Environmental, Capital Facilities, and Utilities Elements. It also includes SEPA compliance for the update. We would integrate the environmental analysis in the Comprehensive Plan, consistent with the approach used in the existing plan.

To enable us to provide the City with a complete range of services and technical capabilities, and to provide a level of staff support necessary to complete the project on a fast-track schedule, Jones & Stokes is submitting this proposal with Weinman Consulting, LLC and Mirai Associates.

Richard Weinman of Weinman Consulting, LLC has been retained in the role of coordinating tasks between the City and consulting team, as well as reviewing and commenting on work products provided by the consulting team prior to submittal to the City.

We have attached a proposal from Mirai Associates for preparation of an updated Transportation Element as a subconsultant to this contract. Their estimated costs have also been included in this proposal.

II. Consultant Services – Scope of Work

- Chapter 9 Utilities and Public Services (electricity, telecommunications, natural gas, schools, fire/EMS -- with subconsultant assistance): review and update inventories. Review/confirm LOS standards are outside the scope of this contract and will be performed by a subconsultant to be identified by the City.
- Consultant will prepare a first draft of the updated Comprehensive Plan for internal staff review. City staff will review the draft updated Comprehensive Plan and provide comments.
- Consultant will coordinate and lead one public workshop for the draft update.
- Consultant will revise the draft according to staff and (if applicable) Council comments and will provide it (in electronic format) to the City.
- City staff will submit this draft to CTED to initiate that agency's mandatory 60-day review period. City staff could use this draft as the basis for further public participation activities or events.
- Upon Council adoption, Consultant will make one set of final revisions, and provide 3 copies and an electronic file of the adopted Comprehensive Plan Update to the City.

Work Products: Work products will include:

- Draft Comprehensive Plan Update for internal staff/ potential Council review provided in electronic format.
- Revised draft for CTED review, City hearings and adoption process provided in electronic format.
- Comprehensive Plan as adopted by Council provided in electronic format

Task 3: Update Comprehensive Plan Map

Purpose: To update the City's Comprehensive Plan Future Land Use Map.

- Consultant will begin revisions to the Comprehensive Plan Future Land Use Map concurrent with the Comprehensive Plan update.
- Our cost proposal includes updating the existing Future Land Use Map and identifying additional maps that may need to be updated. We will provide the City with a separate cost estimate and schedule for other maps that may need to be updated.

Work Product: Comprehensive Plan Future Land Use Map provided on GIS-compatible electronic format. The Future Land Use map will consist of a parcel layer and a future land use overlay in GIS compatible format to allow the City to update the Future Land Use Map using GIS.

Task 4. SEPA Compliance

Purpose: To complete a document complying with the State Environmental Policy Act to support the Council's action on the updated Comprehensive Plan.

- An addendum to the Comprehensive Plan EIS would be appropriate to comply with the requirements of SEPA and would be efficient to prepare. It is assumed that the updated Comprehensive Plan will contain policies that, once implemented (through the adoption of revised development regulations, or other City actions) would mitigate the impacts of future

- The budget presents cost estimates for each task. Time may be transferred from one task to another due to greater or lesser level of effort, provided that each task shall be completed and the total budget shall not be exceeded.
- Schedule: Assuming an August 1, 2006 start date, the updated Comprehensive Plan would be ready for public workshops/hearings by December 2006.
- Public involvement: Scope and budget do not include participation in the public hearing and adoption process. See Optional elements of scope below for our availability to participate in public hearing or other public participation support.
- Transportation Element: Mirai Associates will be responsible for the quality of their technical analysis.
- Capital Facilities Element: [Our budget includes time for us to update inventory information contained within the Capital Facilities Element of the Comprehensive Plan, and coordinate with Capital Facilities consultants in producing a financially constrained plan for the Capital Facilities Element.] Review and confirmation of LOS standards and review and update of financing plans are outside of the scope of this contract and would be performed by a subconsultant to be identified by the City. It will be the sole responsibility of the Capital Facilities subconsultant to update the Comprehensive Plan with a financially constrained Capital Facilities Plan.
- Mapping: Our proposal includes the cost of preparing a Future Land Use Map for the Comprehensive Plan update. Additional mapping needs are discussed under Optional Elements, below.
- Natural Environment: Our proposal assumes that the Natural Environment Element update will be based in part upon the critical areas ordinance update information being provided by a separate consultant under an existing work program
- Printing and Copying: It is assumed that the City will do all printing and copying of plan drafts, and other documents. The consultant will provide the City with all deliverables in electronic format. The consultant is available for coordination of printing and copying of documents with the City's printing and copying service.

Optional Elements:

The Optional Elements section of this scope of services represents items that could be accomplished with budget savings and/or budget supplements, at the City's discretion.

- Public Participation: Consultant participation at public hearings or other public participation support to the City in Comprehensive Plan adoption process. Additional public workshops are estimated at a cost of approximately \$4,000 per event and assume that the Consultant will lead the planning and facilitation of the event. Participation by three Consultant staff is assumed per event. Additional public hearing participation is estimated at a cost of approximately

Table 1. Cost Estimate for City of Black Diamond Comprehensive Plan Update

Task	Consulting Staff										Subcontractor			Labor Total	Direct Expenses	Total Price
	Munkberg D	Cerise G	Fiedor B	Fernando M	Butler L	Subtotal	Weinman	Mirai	Subtotal	Labor Total						
	Proj Dir	Env Spec IV	Env Spec III	Comm Spec IV	Butler L											
1. Reconfirm issues; write technical memo	2	8				\$1,230	\$680		\$680	\$1,910						
2. Draft Comprehensive Plan update	2	10		40		\$2,600	\$2,720		\$2,720	\$5,320						
Overview	2	10				\$1,460			\$0	\$1,460						
Environmental summary	1	10				\$1,305			\$0	\$1,305						
Population and employment	4	20	20			\$5,020			\$0	\$5,020						
Natural Environment	2	22				\$2,840			\$0	\$2,840						
Land Use	2	22				\$2,840			\$0	\$2,840						
Housing	8	18				\$3,310			\$0	\$3,310						
Transportation						\$0			\$40,000	\$40,000						
Capital Facilities	8	20	20			\$5,640			\$0	\$5,640						
Utilities and Public Services						\$0			\$0	\$0						
Public Workshop		8		8		\$1,760	\$1,360		\$1,360	\$3,120						
3. Updated Future Land Use Map		8		16		\$2,600			\$0	\$2,600						
4. SEPA Compliance/Addendum	4	40				\$5,220	\$1,360		\$1,360	\$6,580						
Project Management	4	24			16	\$4,260			\$0	\$4,260						
Meetings		12				\$1,380	\$2,720		\$2,720	\$4,100						
Total hours	37	222	64	40	16											
Jones & Stokes Billing Rates	\$155	\$115	\$105	\$65	\$55		\$170									
Subtotals	\$5,735	\$25,530	\$6,720	\$2,600	\$880	\$40,315	\$8,840	\$40,000	\$48,840	\$90,305						
Direct Expenses											\$50					
523.02 Reproductions											\$200					
523.04 Postage and Delivery											\$500					
523.05 Travel, Auto, Includ. Mileage at current IRS rate (.445/mile)											\$1,200					
Direct expense subtotal											\$1,200					
Total price												\$91,505				

lead the planning and facilitation of the event. Participation by three Consultant staff is assumed per event. Additional public hearing participation is estimated at a cost of approximately \$1000 per meeting and assumes participation by one Consultant staff person for a total of approximately eight hours per meeting. These optional tasks are not included in this Cost Estimate and could be added at the City's discretion and direction.

CITY OF BLACK DIAMOND TRANSPORTATION ELEMENT UPDATE SCOPE OF WORK

INTRODUCTION

This scope of work describes the tasks to be completed by Mirai Transportation Planning and Engineering to update the Transportation Element of the City of Black Diamond Comprehensive Plan as required by the Growth Management Act.

WORK PROGRAM

Task 1. Transportation Element Review

The existing transportation element will be reviewed for completeness and compliance with the Growth Management Act, King County Planning Policies, and other applicable standards. Mirai will discuss with City staff potential changes that may improve the completeness and usefulness of the document and provide draft policy language changes.

Areas that will be reviewed include:

- Transportation Element structure, topics, and information
- Level of service definition, methodology, and standard
- Transportation planning policies
- Roadway classification

Task 2. Transportation Data Review

This task will collect and review existing data sources and identify data needs. Mirai will coordinate with City and State to obtain necessary data for this effort including: the existing Comprehensive Plan and PAA EIS, base mapping, traffic counts, roadway design standards, roadway classification data, land use data, accident data, roadway geometric information, traffic impact studies, and other information as needed. Sources of data may include WSDOT, King County, and nearby jurisdictions.

Mirai will assemble the transportation plans and programs that affects the city, including City's six-year TIP, WSDOT's long range transportation plan, King County CIP and needs report and King County Metro six-year transit plan.

Mirai will assess the collected data for completeness and remaining data needs will be identified and a strategy developed for collecting or estimating missing data. The scope includes budget for up to fourteen (14) traffic counts during the PM peak hour to supplement and update existing information. Mirai will conduct a field review of the study area.

Task 3. Existing Conditions

This task will update and document the existing conditions for the transportation system. Mirai will update or create figures to reflect the new existing condition data.

Black Diamond Transportation Element Update

	Principal Consultant	Senior Associate	Planner/Engineer	Support	
Labor Rates	160	130	90	65	Fee
Transportation Element Review		16	7		2730
Transportation Data Review		16			2080
Existing Conditions		24	16	40	7160
Model Development	4	46	4		6980
Forecast Future Condition	4	36			5320
System Improvements		12	8		2280
Draft and Final Transportation Element	6	32		10	5770
Meetings/Project Management	4	8			1680
Hours	18	190	35	50	
Total Labor	2880	24700	3170	3250	34000
Expense (mileage, traffic counts)					1000
Sub Total					35000
Additional 8 Count Locations and Analysis					5000
Total					40000

*Jones & Stokes in partnership with
Weinman Consulting, LLC & Mirai Associates*

**Black Diamond Comprehensive Plan Update
Scope of Work and Budget Augment
August 6, 2007**

II. Consultant Services – Scope of Work

Task 2a: Public Review Draft Comprehensive Plan Update

Complete Update of Comprehensive Plan

This task consists of the following:

1. Incorporate City comments into draft Comprehensive Plan chapters. Specifically, comments will be incorporated into Chapters 1, 3, 4, 5, and 6.
 2. Format the Comprehensive Plan MS Word document, available appendices, new figures being prepared in Task 3a below, prepare a new Table of Contents, and prepare a new compiled pdf document for electronic submittal.
- Consultant will prepare a list of outstanding questions from City staff review and go over them with City staff in order to assess level of effort to incorporate city comments.
 - Consultant deliverables will be in electronic format. City will be responsible for reproductions.
 - City staff will submit draft Comprehensive Plan to CTED to initiate that agency's mandatory 60-day review period. City staff could use this draft as the basis for further public participation activities or events.

Work Products: Work products will include:

- Revised draft Comprehensive Plan for CTED review, City hearings and public review process provided in electronic format.

Task 3a: Prepare Additional Comprehensive Plan Maps

Purpose: The City has decided that it would like the following maps prepared for the City of Black Diamond Comprehensive Plan update that will include the existing city limits (as of July 2007):

- Updated Figure 3-1 Census Tract Map;
- Updated Chapter 4 maps consolidated into 2 to 3 maps that show the following: surface water drainage basins and streams, areas susceptible to groundwater contamination, wetlands, flood areas, coal mine (hazard) areas, and wildlife habitat network;
- a consolidated and updated Open Space/Park Map that replaces Figure 5-8 and 8-8
- Updated Historic Sites map
- Maps will be provided to the City in electronic format;
- Maps will be based upon best available information provided by the City, or other entity as directed by City staff.

Work Product: Up to 7 additional maps, as noted in list above.

Task 5. Public Meetings for Comprehensive Plan Review

Purpose: One joint City Council/Planning Commission meeting to present Public Review Draft Comprehensive Plan is anticipated. In addition, one City Council meeting is anticipated for City Council adoption.

Work Product: Attendance at 2 City Council meetings.

Task 6. Additional Comprehensive Plan Revisions for Adoption

Purpose: This task assumes minor revisions resulting from public comment and City Council/Planning Commission review of the public review draft. This task assumes that revisions are minor and can be accommodated within the allocated budget.

Work Product:

- Final adoption copy of City Comprehensive Plan (only chapters that are changing will be provided. Other chapters and appendices are assumed to remain unchanged.

III. Schedule & Budget

Task	Duration	Target Completion Dates *
Task 2a: Comprehensive Plan Update	2 weeks for Draft Submittal	July - August 2007
Task 3a: Updated Comprehensive Plan Maps	2 weeks	July - August 2007
Task 5: Additional Public Meeting	2 days	August 2007 & October 2007
Task 6: Comprehensive Plan for Adoption	1 week	October 2007

Assumptions:

- The scope and budget contained in this document are predicated upon the following provisions, assumptions, and conditions. The purpose of this list is to enumerate and

Table 1. Cost Estimate for City of Black Diamond

Task	Consulting Staff				Subcontractor		Production Staff		Labor Total	Direct Expenses	Total Price
	Munkberg D	Cerise G	Fedor B	Assoc Consult III	Weinman	Subtotal	Pub Spec	Subtotal			
2a Public Review - Draft Comprehensive Plan Update		16			\$1,376	\$1,840	24	\$1,680	\$4,896		
3a Additional Maps		3		35	\$0	\$4,020		\$0	\$4,020		
5 Public Meetings for Comprehensive Plan Review		8			\$2,441	\$920		\$0	\$3,361		
6 Additional Comprehensive Plan Revisions for Adoption	2	12	6		\$688	\$2,320	6	\$420	\$3,428		
Total hours	2	39	41				30				
Jones & Stokes billing rates	\$155	\$115	\$105				\$70				
Subtotals	\$310	\$4,485	\$4,305		\$4,505	\$9,100	\$2,100	\$2,100	\$15,705		\$15,705
Total price											