

RESOLUTION NO. 09-587

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON ACCEPTING THE BID FROM BECKWITH CONSULTING GROUP, NOT TO EXCEED \$19,120.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE DEVELOPMENT OF A NON-MOTORIZED TRANSPORTATION AND PARK TRAIL PLAN**

**WHEREAS**, the City is need of planning services in the development of a non-motorized transportation and parks trail plan in order to prioritize the development of this system throughout the City of Black Diamond; and

**WHEREAS**, the development of the non-motorized transportation and parks trail plan has been budgeted utilizing Real Estate Excise Tax money as a component to fulfilling the approved Capital Improvement Program project identified as trail development;

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

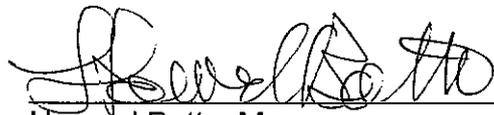
**Section 1.** Beckwith Consulting Group was the low bidder from a small works solicitation for bids on the development of a non-motorized transportation and parks trail plan.

**Section 2.** The Mayor is hereby authorized to execute a contract with Beckwith Consulting Group, to perform the work described within the scope of work contained in Appendix A.

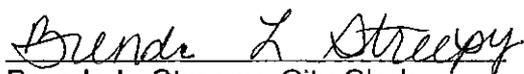
**Section 3.** The amount of this contract shall not exceed \$19,120.00 including a \$790.00 contingency for any overruns and applicable sales tax as identified in Appendix B.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2<sup>ND</sup> DAY OF APRIL, 2009.**

CITY OF BLACK DIAMOND:

  
Howard Botts, Mayor

Attest:

  
Brenda L. Streepy, City Clerk

## CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the or this "Agreement"), for reference purposes only, is dated April 2, 2009 and is entered into by and between

CITY OF BLACK DIAMOND, WASHINGTON (the "City")

24301 Roberts Drive

Black Diamond, WA 98010

Contact: Aaron C. Nix Phone: 360-886-2560 x220 Fax: 360-886-2592

and

Beckwith Consulting Group ("Consultant")

PO Box 704

LaConner, WA 98257

Contact: Tom Beckwith, FAICP Phone: 360.466.3536 Fax: 360.466.3601

Tax Id No.: \_\_\_\_\_

for professional services in connection with the following project:

Development of non-motorized transportation and trail planning project (the "Project").

### TERMS AND CONDITIONS

#### 1. Services by Consultant

1.1 Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by Consultant shall not exceed the Scope of Work nor shall the Consultant be entitled to a greater amount of compensation as that provided in this Agreement without the prior written authorization of the City.

1.2 The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to this Agreement.

1.3 Consultant represents and warrants that it, its staff to be assigned to the Project, and its subconsultants and their staff have the requisite training, skill, and experience necessary to provide the services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant and its subconsultants under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**2. Schedule of Work**

2.1 Consultant shall perform the services described in the Scope of Work in accordance with the Schedule attached to this contract as Exhibit "B."

2.2 Time is of the essence as to the work provided in the Scope of Work. Consultant will diligently proceed with the work and shall assure that it, and its subconsultants, will have adequate staffing at all times in order to complete the Scope of Work in a timely manner. If factors beyond Consultant's control that could not have been reasonably foreseen as of the date of this Agreement cause delay, then the parties will negotiate in good faith to determine whether an extension is appropriate. The Consultant shall provide the City with written notice of any delay, or potential delay that may trigger the need for a time extension within 3 business days after the Consultant becomes aware of the delay or potential delay.

2.3 Consultant is authorized to proceed with services upon April 3, 2009.

2.4 Work to be completed by September 2, 2009 to satisfaction of City.

**3. Compensation**

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

TIME AND MATERIALS NOT TO EXCEED. Compensation for the services provided in the Scope of Work shall not exceed \$19,120.00 without the written authorization of the City and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

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

OTHER. \_\_\_\_\_

**4. Payment**

4.1 Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices, in a format acceptable to the City for work performed to the date of the invoice.

4.2 All invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a

longer period is required by a third-party agreement. Consultant shall make copies available to the City on request.

4.4 If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

## **5. Discrimination and Compliance with Laws**

5.1 Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

5.2 Consultant and its subconsultants shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Consultant's ineligibility to conduct further work for the City.

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

6.1 The City reserves the right to terminate or suspend this Agreement at any time, without cause, by giving Consultant notice in writing ten (10) days prior to the termination or suspension date. In the event of termination, all finished or unfinished reports, or other material prepared by Consultant pursuant to this Agreement, shall be submitted to the City. In the event the City terminates this Agreement prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to compensation for any satisfactory work completed on the Project prior to the date of suspension or termination.

6.2 Any notice from the City to Consultant regarding the suspension of this Agreement shall specify the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

## **7. Standard of Care**

7.1 Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services Consultant provides under this Agreement will be performed in a manner consistent with that

degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

## **8. Ownership of Work Product**

8.1 Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall be vested in the City and shall be submitted to the City upon termination of this Agreement. Any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

8.2 The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of the City's reuse of such documents beyond the use for which they were originally intended without the written authorization of Consultant.

8.3 Methodology, software, logic, and systems developed under this Agreement are the property of Consultant and the City, and may be used as either Consultant or the City see fit, including the right to revise or publish the same without limitation.

## **9. Indemnification/Hold Harmless**

9.1 Consultant shall 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 directly or indirectly out of or resulting from the acts, errors, or omissions of Consultant or its subconsultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

## **10. Insurance**

10.1 Consultant shall procure and maintain for the duration of the Agreement, and shall provide proof satisfactory to the City that such insurance is procured and maintained by each of its subconsultants, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

10.2 Consultant shall procure and maintain the following types and amounts of insurance:

a. Automobile Liability insurance covering all owned non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. This insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. This insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

d. Professional Liability insurance appropriate to Consultant's profession, with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

a. Consultant's insurance coverage shall be primary insurance vis-à-vis the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess over Consultant's insurance and shall not contribute with it.

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

10.4 The City shall be named as an additional insured under Consultant's Automobile Liability and Commercial General Liability insurance policies with respect to the work to be performed for the City pursuant to this Agreement.

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

10.6 Declaration pages issued by the insurance carriers for the policies mentioned in this Section 10 showing such insurance to be in force shall be filed with the City not less than ten (10) days following both parties signing this Agreement and before commencement of the work. In addition, the City may request, in writing, a full copy from Consultant of any insurance policy Consultant must procure and maintain pursuant to this Agreement and Consultant must provide such copy to the City within ten (10) days of Consultant's receipt of the City's request. Any policy or required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under this Agreement and for three (3) years following completion of the services to be performed. It shall be a material breach of this Agreement for Consultant to fail to procure and maintain the insurance required by this Section 10 or to provide the proof of such insurance to the City as provided for in this Agreement.

## **11. Assigning or Subcontracting**

11.1 Consultant shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

## **12. Independent Contractor**

12.1 Consultant and its subconsultants are, and shall be at all times during the term of this Agreement, independent contractors.

**13. Notice**

13.1 All notices required by this Agreement shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

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

With a copy to: Loren D. Combs and  

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VSI Law Group  
3600 Port of Tacoma Rd. Ste. 311  
Tacoma, WA 98424  
Fax: 253-922-5848

Consultant: Beckwith Consulting Group  
Attention: Tom Beckwith  
PO Box 704  
LaConner, WA 98257  
Fax: 360.466.3601

**14. Disputes**

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

**15. Attorney Fees**

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

**16. General Administration and Management on Behalf of the City**

16.1 The City Administrator for the City, or his designee, shall review and approve Consultant's invoices to the City under this Agreement and shall have primary responsibility for overseeing and approving work or services to be performed by Consultant.

**17. Extent of Agreement/Modification**

17.1 This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

CITY OF BLACK DIAMOND

By: Howard Botts  
Howard Botts

Its: Mayor

Date: 4-2-09

CONSULTANT

By: Tom Beckwith FAICP  
Printed Name: Tom Beckwith FAICP

Its:

Date: April 2009

Attest:

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

# Exhibit A



# Scope of Work

## *Initiate planning*

### 1: Conduct retreat with Trail Advisory Committee (TAC)

We will conduct a workshop or retreat with you, your staff, your Trails Advisory Committee (TAC) and any others you deem appropriate to review the scope, tasks of work, time schedule, and other particulars of the proposed work program before finalizing your process. This would provide your participants an opportunity to review and strategize about:

- a vision - concerning the context, scope, and particulars of your proposed non-motorized transportation and park trail planning process,
- an assessment - of your current city comprehensive plan, park element plan, Lake Sawyer Regional Park charrette and plan, as well as other jurisdiction or development plans and projects to date in light of the vision statement above, and
- identify who and how to involve - trail user and interest groups, homeowner associations, Enumclaw School District, Metro Transit, and other agency jurisdictions like Auburn, Kent, King County, Washington State Parks & Recreation Commission, Washington State Department of Fish & Wildlife, Natural Resources, WSDOT, and others in your planning process, as well as the public-at-large.

Your participants will review the proposed process and identify issues and concerns to be resolved during the course of work. Based on the results of the retreat, we will finalize the proposed scope, tasks, schedules, products, and other particulars with you.

Deliverable - a validated consultant services agreement with detailed scope of work and issues identification.

### 2: Review scope/issues with Planning Commission and City Council

Based on the results of task 1, we will review your proposed scope, tasks, schedules, products, and other particulars with your Planning Commission and City Council during workshop sessions. Your workshop participants will review the proposed process and identify issues and concerns to be resolved during the course of work.

Webpage - following the workshops, we will post materials on the planning process, schedule, meeting locations, and other particulars on a link to your webpage on a continuous basis throughout the project. We will add information developed during the process and provide for a downloading of proposals, documents, and other particulars to increase public information and participation opportunities.

Deliverable - kick-off meeting with the participants, advisory groups, public agencies, and user organizations and a discussion and identification of the concerns, issues, objectives, and other particulars to be considered during the planning process.

## *Supply, demand, and financial assessments*

### 3: Inventory/evaluate existing system

We will inventory and compile a summary description, appropriate supporting graphics, and indexed maps of all existing and programmed non-motorized transportation and park trails systems within the Black Diamond Urban Growth Area Agreement (BDUGAA). We will describe the history, destinations, development condition, master plan status, improvements program, development capabilities, volumes, accident history, safety hazards, and other relevant features of each non-motorized transport and parks trails system mode including:

- **walking and hiking trails** - including Black Diamond Elementary School and neighborhood pathways and sidewalks, designated road shoulders, park walking trails, off-road trails and known walking routes, and trailheads,
- **on and off-road biking trails** - including designated lanes, shoulders, and roadways of known bicycle touring routes along SR-169, Black Diamond Road, and Green River Gorge Road, school and neighborhood commute routes, off-road trails and known cycling routes, and trailhead or service locations, and
- **pedestrian streetscape systems** - including business district pathways, boardwalks, and sidewalk extensions, wayfinding signage, gateway improvements, artworks, and transit connections.

**Deliverable** - an inventory of non-motorized transportation and park trails, routes, destinations, trailheads or service sites determining the existing level-of-service (ELOS) for each non-motorized transport or park trails modal category.

#### **4: Inventory/evaluate opportunities**

We will utilize the mapping base and field evaluations to analyze existing and potential destinations, routes, properties, sites or other features that may provide non-motorized transportation and park trails opportunities including:

- **environments** - scenic, historic, natural areas, viewpoints, facilities, and corridors of interest to non-motorized transportation and park trails system users within designated King County and Black Diamond's designated Ravensdale Ridge and Creek Corridor open space and nature conservancy's including Plum Creek's dedications,
- **destinations** - Black Diamond Elementary School, Lake Sawyer and other city and county parks, public facilities, historical landmarks, business districts, and other commuter or recreational activity centers,
- **transit links** - Metro bus routes, stops, and park-n-ride lots,
- **roadways** - including public and private right-of-way, pavement width and condition, operating speeds, traffic and transit volumes, transit stops and park-n-ride lots, sight lines, shoulder conditions and capabilities, destinations, commute potentials, accident histories, and safety conditions particularly along SR-169, Black Diamond Road, Green River Gorge Road, and the proposed future road network involving Pipeline Road, Annexation Road, North and South Connector Roads,
- **utility corridors** - including former Northern Pacific Railroad track alignment through Black Diamond, natural gas, power line, and flood control or dike improvement ownership and easements,
- **properties** - owned by the city, county, state, and federal departments of highway, fisheries, wildlife, ecology, natural resources, and others including homeowner associations and large private landholders such as Plum Creek, and
- **user concentrations** - neighborhoods, housing developments, transit transfer stations, and business district locations likely to generate substantial volumes of potential non-motorized transportation and park trail system users.

**Deliverable** - an analysis of the strategic value of each of the above areas for potential non-motorized transport system and park trail developments.

#### **5: Project non-motorized transportation and parks trails system demands**

We will project non-motorized transportation and park trail system requirements using a combination of methodologies developed from the Washington State Resource Conservation Office (RCO - formerly the Interagency Board for Outdoor Recreation (IAC)) Statewide Comprehensive Outdoor Recreation Plan (SCORP) participation model and user trends. Using our participation model and a level-of-service (LOS) standard, we will:

- **analyze economic, demographic, and land use projections** - including estimates of population by age groups over the next 20-year period as Black Diamond increases in population to a projected 16,980 persons,
- **establish existing level-of-service (ELOS) standards** - and project non-motorized transportation and park trail demand in destination and route requirements terms,
- **subtract existing and programmed improvements** - to determine system needs, and

- project the acquisition, design, construction, and other costs - involved in developing and maintaining non-motorized transportation and park trail system improvements necessary to resolve unmet demands.

***Deliverable** - a comparison of LOS standards with results we have achieved for other jurisdictions including Island, Kitsap, Pierce, and Snohomish Counties, Vashon Island, and University Place, Gig Harbor, Wenatchee, and SeaTac cities, among others.*

#### 6: Assess financial conditions/prospects

We will analyze your financial prospects in regards to:

- present and probable trends - in general fund revenues, expenditure patterns, capital improvement program requirements, potential bonded debt capacity, and voter referendum issues,
- any supplemental funding allocations - from motor vehicle gas and excise tax funds, real estate excise tax, user fee revenues, enterprise accounts, state and federal grants, obligation bonds, and special revenue funds including your transfer development rights (TDR) program,
- applicability of other funding approaches and prospects - including special recreation or transportation service areas, special use agreements, joint venture developments, land leases, self-help contract agreements, and environmental impact mitigation strategies, and
- present and potential revenue sharing opportunities - that could be provided under the transportation and park growth impact fee mitigation allowed in the Washington State Growth Management Act (GMA).

***Deliverable** - an analysis of past revenue and expenditure patterns for non-motorized transportation and park trail projects and a projection of possible funding sources for future system developments.*

#### 7: Review inventory assessments with the Trails Advisory Committee (TAC)

We will review the implications of the non-motorized transportation and park trail system supply, opportunity, intercept surveys, and financial projections during workshop review sessions with you, your staff, your Trails Advisory Committee (TAC), and any other parties you deem appropriate.

***Deliverable** - the clarification by workshop participants of policy issues and questions to be resolved in following tasks of work.*

### **Goal and strategy development**

#### 8: Conduct public planning/design charrette

We will conduct a workshop or design charrette with you, your staff, your Trails Advisory Committee, Planning Commission, Enumclaw School District, Friends of Lake Sawyer, user group organizations, homeowner associations, and other interested parties to develop preliminary planning and design solutions.

We will conduct the session as a brainstorming workshop (charrette), where the participants will jointly create (and we illustrate) as many ideas as possible for every non-motorized transportation and park trail mode from water trails to horse, hike, bike, and streetscape option. We will develop these initial charrettes without critical evaluation until the participants are satisfied that all possible ideas have been explored.

We will then have the participants evaluate every proposal listing negative and positive features. Where appropriate, we may refine, expand, or combine proposals as a means of increasing positive and decreasing negative features. We will continue the iterative charrettes until the participants are satisfied that every idea has been fully evaluated.

We will then poll the group to determine the level of support for each proposal and thereby which concepts we further develop into plan elements.

***Deliverable** - one-of-a-kind workshop exhibits created from the charrettes. A survey determining participants and issues and a report describing workshop comments and implications for each non-motorized transportation and park trail plan element.*

### 9: Draft goals and strategies

Based on the results of the charrettes in task 9, we will develop detailed non-motorized transportation and park trail system planning objectives to include:

#### Goals

- determination of - non-motorized transportation and park trail modal categories,
- service development priorities - for specific destinations, routes, and sites,
- system development priorities - by modal type and service area.

#### Strategies

- city role/responsibility options - by modal category, by service area, by route or site for acquisition and development, for maintenance and operations,
- existing and proposed level-of-service (ELOS/PLOS) standards - to be provided non-motorized and park trail modal developments along with specific service area and site priorities,
- funding strategies - for each service area, mode, and route including concepts that allocate monies acquired from GMA growth impact fees and services, and
- environmental mitigation strategies - to be used to resolve development impacts along and between trail corridors.

Deliverable - measurable goals and strategies reviewed with and agreed upon by the participating user groups, agencies, and other parties.

### 10: Select strategy options with Trails Advisory Committee

We will review the goal statements and strategy options during workshop review sessions with you, your staff, your Trails Advisory Committee and/or Planning Commission, and other parties you deem appropriate.

Deliverable - resolution of final goal statements and select strategy approaches to be used in the plan's development and implementation.

## **Development plan elements**

### 11: Create development plan elements

Based on the results of tasks 9-12, we will develop 20-year comprehensive non-motorized transportation and park trail system plan elements to include descriptive graphics, overlay maps, illustrative designs, trail design standards, site plans, construction and maintenance/repair cost estimates, and texts of:

- walking and hiking trails - identifying proposed Black Diamond Elementary School and neighborhood pathways and sidewalks, improved road shoulders, park walking trail systems, off-road hiking trails, shoreline and tideland trails, and trailhead improvements,
- on and off-road biking trails - identifying proposed lane and roadway shoulder improvements, signed bicycle touring routes, school and neighborhood commute routes, off-road trails, BMX and mountain bike courses, and trailhead improvements along SR-169, Black Diamond Road, Green River Gorge Road, and the proposed future road network,
- pedestrian streetscape systems - identifying proposed business district pathways, boardwalks, and sidewalk extensions, gateway, and wayfinding signage improvements,
- transit connections - identifying Metro bus stops, storage areas, and services,
- safety and operating programs element - defining codes of conduct, safety instruction programs, emergency call and response provisions, trailhead services, and security,
- maintenance and operations plan - identifying required staff, equipment, yards and buildings necessary to provide supporting maintenance and administration requirements to sustain the trails over their expected replacement and repair life cycle, and
- benefits assessment - indicating the cost/benefit returns of the non-motorized and park trail system and proposed development plan elements to the transportation and park systems at large.

**Deliverable** - non-motorized transportation and park trail plan elements organized into a format conforming to requirements for a GMA/SEPA plan element along with illustrative sketches and map overlays.

**12: Select preferred strategy/plan elements with Trails Advisory Committee**

Based on the results of the open house in task 14, we will review the non-motorized transportation and park trail plan elements with you, your staff, your Trails Advisory Committee and/or Planning Commission, and any other parties you deem appropriate at workshop review sessions.

**Deliverable** - selection of preferred non-motorized transportation and park trail system strategy options and plan elements to include final land acquisition, design, developments, and priorities.

**13: Validate preferred strategy/plan elements with Planning Commission and City Council**

We will review the non-motorized transportation and park trail plan elements with your Planning Commission and City Council at a workshop review session. Your workshop participants will review and validate final plan contents.

**Deliverable** - validation by Planning Commission and City Council of preferred non-motorized transportation and park trail system strategy options and plan elements to include final land acquisition, design, and development projects and priorities.

## **Implementation program**

**14: Create implementation program/CFP**

Based on the results of task 16, we will develop a detailed non-motorized transportation and park trail implementation program to include:

- **project priority rating system** - defining project implementation priorities accounting for accident and safety deficiencies, safe school walk routes, high volume commuter routes and linkages, visible public interest, and other factors,
- **6/20-year capital facilities program (CFP)** - defining existing and proposed level-of-service (ELOS/PLOS) **and trail design standards** with estimated project acquisition, design, development, **operation, and maintenance as well as cyclical replacement and repair costs** and possible funding sources or methods for the city and joint venture partners,
- **interagency agreements** - including draft terms and understandings between the city and other possible non-motorized transportation and park trail system joint venture program or project partners,
- **a legislative package** - outlining legislations and authorizations (along with model ordinances) necessary to impose growth impact fee assessment or set-aside options, mitigate development impacts, define non-motorized transportation and park trail plan **GIS overlay maps**, obtain multiple use land agreements, and other strategies of the preferred plan.

**Deliverable** - draft contents of the non-motorized transportation and park trail implementation program conforming to GMA/SEPA requirements.

**15: Design/conduct a mail-out/mail-back or internet survey**

Using the results of task 18, we will design a mail-out/mail-back survey or internet survey to be conducted of registered city voters about final non-motorized transportation and park trail system development and implementation issues. We will mail background materials and a copy of the survey to each household within the controlled sample group - or post the survey on your website for on-line completion and collation. The survey may include questions about:

- **desires** - for specific non-motorized transportation and park trail projects including possible methods of financing,
- **approvals and priorities** - for special project proposals including property acquisitions and illustrative route, trail, and trailhead site design concepts,
- **financing preferences and priorities** - including methods and amounts of proposed general and transportation fund allocations, GMA growth impact fees, general obligation bonds, and other user fees, and
- **characteristics** - including place and length of residence, age, and household status.

**Deliverable** - a representative method of determining public support for various non-motorized transportation and park trail plan concepts and strategies, particularly aspects requiring public implementation for your city officials to use during subsequent plan review and adoption proceedings.

**Note** - we have had considerable success using the survey method to determine resident preferences for an open space and trails plan for Skagit County, the restoration of the Olympic Brewery complex for a park plan for Tumwater, a park and recreation program for Mount Vernon, and financing and impact fee options for Bainbridge Island, among others. The surveys provided elected officials clear indications of the priorities and degree of support residents had for specific plan features and implementation program particulars.

**16: Select implementation program/CFP with Trails Advisory Committee**

We will review implementation program particulars and the mail-out/mail-back or internet survey results during workshop review sessions with you, your staff, and your Trails Advisory Committee and/or Planning Commission, and any other parties you deem appropriate.

**Deliverable** - selection of preferred capital facility projects, schedules, revenue sources, growth impact fee structure, and other particulars.

**Review/adoption process**

**17: Edit/publish plan/implementation/CFP program documents**

We will compile and edit camera-ready copy of the following non-motorized transportation and park trail plan documents:

- **Powerpoint** - for public presentations and display,
- **plan brochure** - with plan and illustrative graphics on one side, inventory and implementation particulars on the other to be used as a future non-motorized transportation and park trail system plan handout following plan adoption,
- **narrative report** - to include a summarization of the non-motorized transportation and park trail system development plan and implementation chapters, and
- **technical appendix** - to include the results of all tasks of the work program, workshops, public open houses, and other participation events with a SEPA checklist of major impacts and mitigation.

**Deliverable** - disk copies of all text, tables, maps, and graphics in formats suitable to your software requirements for you to publish and distribute the plan documents.

**18: Present plan/implementation program/CFP to Planning Commission and City Council**

We will assist you, your staff, and your Trails Advisory Committee in the presentation and discussion of the contents of the plan, implementation program, public open houses, mail-out/mail-back or internet survey, and other recommendations with the Planning Commission and City Council.

**Deliverable** - Planning Commission and City Council public hearings and adoption of the non-motorized transportation and park trail plan as an element of your city's comprehensive plan in accordance with GMA requirements.

# Exhibit B

**Black Diamond - Non-Motorized Transportation & Park Trail Plan**

Team Leader/Project Planner - Tom Beckwith FAICP  
 Landscape Architect - Terry Reckord ASLA  
 Engineer - Mike Read PE  
 Opinion Surveyor - GMA Research Corporation

Initiate project	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	prof hrs	labor cost	mths/ cost	totl cost
1	Conduct retreat w/TAC	X	X													4	\$340	\$0	\$34
2	Review scope w/City Council	X														2	\$170	\$0	\$17
<b>Inventory/assess opportunities</b>																			
3	Inventory/evaluate existing system	X	X	X												20	\$1,400	\$0	\$1,400
4	Inventory/evaluate opportunities	X	X	X												24	\$1,680	\$0	\$1,680
5	Project demands/needs	X														8	\$680	\$0	\$680
6	Assess financial conditions/prospects	X														12	\$1,020	\$0	\$1,020
7	Review findings w/TAC	X	X	X												6	\$510	\$50	\$560
<b>Define goals/strategies</b>																			
8	Conduct planning/design charrette	X	X	X												10	\$850	\$150	\$1,000
9	Draft strategies and goals	X	X	X												6	\$510	\$0	\$510
10	Select strategies w/TAC	X	X	X												2	\$170	\$0	\$170
<b>Create plan elements</b>																			
11	Create development plan elements	X	X	X												48	\$3,600	\$0	\$3,600
12	Select plan w/TAC	X	X	X												6	\$510	\$0	\$510
13	Validate plan w/City Council	X														2	\$170	\$50	\$220
<b>Develop implementation program</b>																			
14	Create implementation/CFP	X	X	X												36	\$3,060	\$0	\$3,060
15	Design/conduct mail/internet survey	X														16	\$880	\$0	\$880
16	Select implement/CFP w/TAC	X	X	X												6	\$510	\$0	\$510
<b>Review/adopt plan</b>																			
17	Compile/edit plan/CFP documents	X	X	X	X											24	\$1,800	\$0	\$1,800

