

RESOLUTION NO. 12-809

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ACCEPT FUNDS IN THE AMOUNT OF \$2,007.00 FROM 4-CULTURE FOR THE RECONSTRUCTION OF THE EXISTING WATERLINE THAT FEEDS THE BLACK DIAMOND CEMETERY

**WHEREAS**, the Mayor is authorized to make formal application to 4-Culture for grant assistance for waterline improvements to the Black Diamond Cemetery; and

**WHEREAS**, the City is in need of replacing the existing steel waterline that feeds the Black Diamond Cemetery; and

**WHEREAS**, 4-Culture has awarded the City money in the amount of \$2,007 to be used towards materials purchases in order to complete the waterline replacement at the Black Diamond Cemetery during the summer of 2012;

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

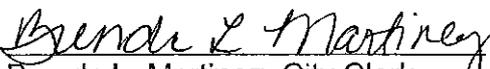
**Section 1.** The Mayor is hereby authorized to accept funds from 4-Culture in order to purchase materials in the reconstruction of the waterline that feeds the Black Diamond Cemetery to be completed during summer 2012.

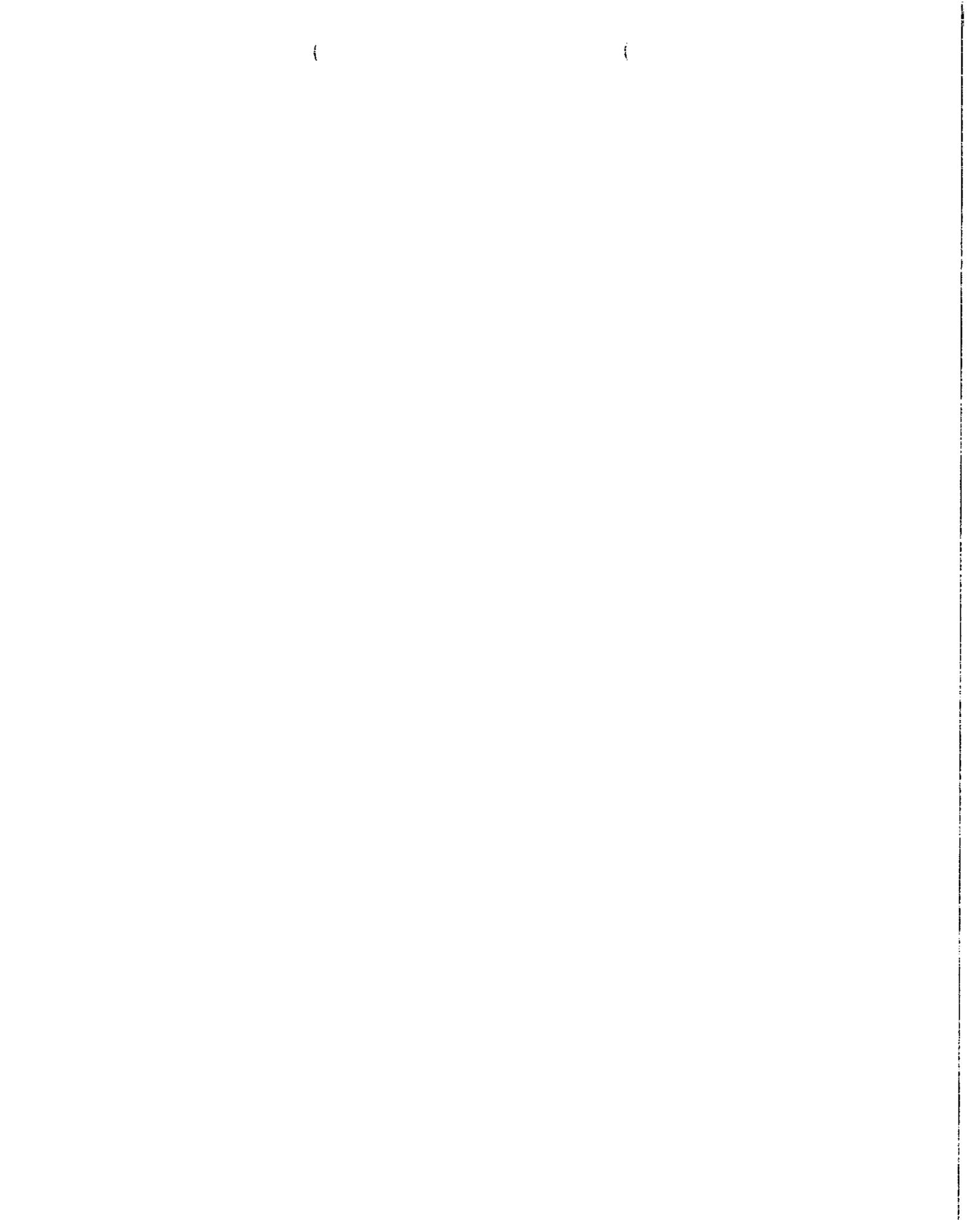
**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING IN CITY COUNCIL CHAMBERS THEREOF, THIS 7<sup>TH</sup> DAY OF JUNE, 2012.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Rebecca Olness, Mayor

Attest:

  
Brenda L. Martinez, City Clerk



**ORIGINAL**

Agreement No. 112385L

Contractor's Federal Taxpayer ID No. (last 4 digits) \_\_\_\_\_

Contractor City of Black Diamond

Services Provided: Black Diamond Cemetery: replacement of water service lines

Contract Amount: \$ 2,007.00

Fund Source: CP - Landmark Rehabilitation

**CONTRACT FOR LANDMARK REHABILITATION**

THIS CONTRACT is entered into by THE CULTURAL DEVELOPMENT AUTHORITY OF KING COUNTY ("4Culture"), whose address is 101 Prefontaine Place South, Seattle, WA 98104-2672 and telephone number is (206) 296-7580 and the City of Black Diamond (the "Contractor"), whose address is PO Box 599, Black Diamond, WA 98010 and telephone number is (360) 886-5700.

Contractor is an individual, a not-for-profit organization, or a public agency in ownership of a designated landmark property, qualified to receive funds pursuant to King County Code Sections 2.48 and 4.42 and RCW 67.28.180 and as hereinafter may be amended. The 4Culture Board approved providing funds for this project by **Motion No. 2012-31**.

4Culture desires to provide funds with which the Contractor shall render certain services in connection with the stabilization, preservation, restoration, and/or rehabilitation of the Black Diamond Cemetery, a designated City of Black Diamond Landmark, located at 24431 Morgan Street, Black Diamond, WA 98010.

4Culture is organized pursuant to King County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

The legislative authority of 4Culture has found and declared that providing funds to Contractor to reimburse Project costs in consideration of services provided hereunder constitutes a public purpose with the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

**I. SCOPE OF SERVICES**

A. The Contractor shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits which are incorporated herein by reference:

<input checked="" type="checkbox"/>	Project Proposal and Budget	Attached hereto as Exhibit	A
<input checked="" type="checkbox"/>	Specific Scope of Work	Attached hereto as Exhibit	B
<input checked="" type="checkbox"/>	Insurance of Requirements	Attached hereto as Exhibit	C
<input checked="" type="checkbox"/>	Public Benefit Agreement	Attached hereto as Exhibit	D
<input type="checkbox"/>	Personnel Inventory (K.C.C 12.16.060A)(In combination with other agreements, in excess of \$25,000 in a calendar year)	Attached hereto as Exhibit	E
<input type="checkbox"/>	Affidavit and Certificate of Compliance (K.C.C 12.16.060B) (for Agreements in excess of \$25,000)	Attached hereto as Exhibit	F
<input type="checkbox"/>	Disability Assurance of Compliance/Section 504 (KCC 12.16.060D) Organization	Attached hereto as Exhibit	G

B. Funds awarded under this Agreement shall be used solely to reimburse the Contractor for expenses incurred expressly and solely in accordance with the Specific Scope of Work, as set forth in Exhibit B. Any amendment or modification to the Specific Scope of Work must be approved in writing by 4Culture. The work described in the Specific Scope of Work shall hereinafter be referred to as the "Project".

C. In exchange for the receipt of public funds, the Contractor shall fulfill public benefit provisions specified in Exhibit D. All such obligations shall be legally binding and enforceable for periods of time as set forth in the Public Benefits Agreement, Exhibit D.

D. Projects shall undergo all applicable landmark design review procedures prior to obtaining a building permit or commencing construction, as follows: obtain a Certificate of Appropriateness (COA) from the King County Landmarks Commission.

E. The Contractor agrees to acknowledge 4Culture as a source of support for the Project in printed materials and/or in prominently located signage. Such acknowledgements shall utilize the following logo:



Approved logos are available for download in a variety of formats at <http://www.4culture.org/manageaward/logo/index.htm>

F. The Contractor agrees to notify 4Culture in advance of any public Project activities, including but not limited to ground breaking events, dedications, and other public programs.

**II. DURATION OF CONTRACT**

This Agreement shall commence on April 30, 2012 and shall terminate upon completion of the Specific Scope of Work and payment of the final invoice. This Agreement, however, may be terminated earlier as provided in Section IV hereof.

**III. COMPENSATION AND METHOD OF PAYMENT**

A. 4Culture shall reimburse the Contractor for its actual and authorized expenditures incurred in satisfactorily completing the Specific Scope of Work and otherwise fulfilling all requirements specified in this contract in an aggregate amount not to exceed \$2,007.00.

B. Contractor may apply to 4Culture for reimbursement upon completion of specified phases of the Specific Scope of Work pursuant to the following Reimbursement Schedule:

Phase No.	Description	Amount Available for Reimbursement	Expected Date of Completion
1	Replacement of water service lines and spigots	\$2,007.00	
2			

C. All invoices for reimbursement for specific phases of the Project shall include: documentation that identifies vendors, and details costs for labor and materials. Such documentation shall include, but may not be limited to, contractor invoices and receipts for purchases of materials.

D. Accompanying the final invoice for the Project, the Contractor shall also submit: at least ten (10) digital images documenting before, during, and after conditions. Images shall be of publishable quality for use by 4Culture to promote the Landmark Rehabilitation grant program. Images shall have credits, caption information, and permission to publish.

E. All payments are subject to site inspection and approval by 4Culture.

F. If the Contractor fails to comply with any terms or conditions of this contract or to provide in any manner the work or services agreed to herein, 4Culture may withhold any payment to the Contractor until 4Culture is satisfied that corrective action, as specified by 4Culture, has been completed. This right is in addition to and not in lieu of 4Culture's right to terminate this contract as provided in Section IV, any other rights of 4Culture under this Agreement, and any other right or remedy available to 4Culture at law or in equity.

**IV. TERMINATION OF AGREEMENT**

A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of its covenants, agreements or stipulations of this Agreement, 4Culture may terminate this Agreement and withhold the remaining allocation. Prior to so terminating this Agreement, 4Culture shall submit written notice to the Contractor describing such default or violation. 4Culture shall not so terminate this Agreement if CDA determines that Contractor has, within twenty (20) days of the date of such notice, fully corrected such default or violation.

B. Reimbursement for services performed by the Contractor, and not otherwise paid for by 4Culture prior to the effective date of a termination under subsections B and C herein, shall be as 4Culture reasonably determines.

C. In the event of termination for cause, the Contractor shall, immediately upon 4Culture's request and in addition to any and all other remedies available to 4Culture in equity or at law, return to 4Culture immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by 4Culture and all equipment, personal property and trade fixtures acquired as part of the Specific Scope of Contract Work.

## **V. MAINTENANCE OF RECORDS**

A. The Contractor shall maintain accounts and records, including personnel, property, financial, insurance and programmatic records and other such records as may be deemed necessary by 4Culture to ensure proper accounting for all contract funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Agreement.

B. These records shall be maintained for a period of six (6) years after termination of this Agreement unless a longer retention period is required by law.

## **VI. AUDITS AND EVALUATIONS**

A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by 4Culture and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.

B. The Contractor shall provide right of access to its facilities, including by any subcontractor to 4Culture, the King County, state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. 4Culture will give advance notice to the Contractor in the case of fiscal audits to be conducted by 4Culture.

C. The Contractor agrees to cooperate with 4Culture in the evaluation of the Contractor's performance under this contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17 (Public Records Act).

## **VII. CONTRACT MODIFICATIONS**

No modification or amendment of this Agreement shall be valid unless made in writing and signed by the parties hereto.

## **VIII. NO WAIVERS**

4Culture's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

## **IX. FUTURE SUPPORT**

4Culture makes no commitment to support the services contracted for herein nor guarantee regarding the success of the services and assumes no obligation for future support of the Project except as expressly set forth in this Agreement.

## **X. OWNERSHIP OF PROJECT/ CAPITAL FACILITIES**

Contractor and 4Culture agree and acknowledge that the real property improved and the personal property and fixtures acquired as part of the Project are not owned by 4Culture and 4Culture does not expect to acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased under this Agreement. In addition, although Contractor will be reimbursed for certain of its expenditures as provided herein, the capital facilities constructed or improved hereunder are not being constructed at the cost of the state or a municipality and therefore are not "public works" within the meaning of RCW 39.04.10. Contractor shall not pledge or assign its rights to reimbursement hereunder to any third party for any reason, including, without limitation, to suppliers or subcontractors as security for Contractor's obligations to such third parties.

## **XI. HOLD HARMLESS AND INDEMNIFICATION**

A. In providing services under this Agreement, the Contractor is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. The Contractor shall comply with all applicable federal and state laws and regulations regarding employment, minimum wages and hours, and discrimination in employment. The Contractor is responsible for determining the compensation of its employees, for payment of such compensation, and for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services. The Contractor and its officers, agents, and employees shall make no claim of career service or civil service rights which may accrue to a 4Culture employee under state or local law. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees and/or others by reason of this Agreement. The Contractor shall protect, defend, indemnify and save harmless 4Culture and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Agreement. The Contractor shall also defend, indemnify, and save harmless 4Culture, and its officers, agents, and employees, from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

B. To the full extent provided by applicable law, the Contractor shall protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. If this Agreement is a "a covenant, promise, agreement or understanding in, or in connection with or collateral to, a contract or agreement relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate" within the meaning of RCW 4.24.225, the Contractor shall so protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents only to the extent of the Contractor's, its officers', employees', and/or agents' negligence. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For the purpose, the Contractor, by mutual negotiation, hereby waives, as respects 4Culture only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event 4Culture incurs any judgment, award

and/or cost arising there from including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

## **XII. INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain for the duration of the construction period insurance as described in Exhibit C, Insurance Requirements, attached here to.

## **XIII. CONFLICT OF INTEREST**

Chapter 42.23 RCW (Code Of Ethics For Municipal Officers--Contract Interests) is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of such Chapter shall be a material breach of contract.

In addition, Contractor represents, warrants and covenants that no officer, employee, or agent of 4Culture who exercises any functions or responsibilities in connection with the planning and implementation of the Specific Scope of Contract Services funded herein, has or shall have any beneficial interest, directly or indirectly, in this contract. The Contractor further represents, warrants and covenants neither it nor any other person beneficially interested in this Agreement has offered to give or given any such officer, employee, or agent of 4Culture, directly or indirectly, any compensation, gratuity or reward in connection with this Agreement. The Contractor shall take all appropriate steps to assure compliance with this provision.

## **XIV. NONDISCRIMINATION**

During the performance of this Agreement, Contractor shall comply with state, federal and local legislation requiring nondiscrimination in employment and the provision of services to the public, including, but not limited to: Title VI of the Civil Rights Act of 1964; chapter 49.60 RCW (the Washington state law against discrimination); K.C.C. chapter 12.16 regarding discrimination and affirmative action in employment by contractors, subcontractors and vendors; K.C.C. chapter 12.17 prohibiting discrimination in contracting; K.C.C. chapter 12.18 requiring fair employment practices; K.C.C. chapter and 12.22 prohibiting discrimination in places of public accommodation.

The Contractor shall maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Agreement. The Contractor shall make such documents available to 4Culture for inspection and copying upon request.

## **XV. SEVERABILITY**

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

**XVI. ENTIRE CONTRACT**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement.

**XVII. ATTORNEYS' FEES; EXPENSES**

Contractor agrees to pay upon demand all of 4Culture's costs and expenses, including attorneys' fees and 4Culture legal expenses, incurred in connection with the enforcement of this Agreement. 4Culture may pay someone else to help enforce this Agreement, and Contractor shall pay the costs and expenses of such enforcement. Costs and expenses include 4Culture's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Contractor also shall pay all court costs and such additional fees as may be directed by the court.

**XVIII. SURVIVAL**

The terms and conditions of Sections I.C, V, VI, VIII, XI, XIII, XIV, and XVIII shall survive the termination of this Agreement and shall be continuing obligations of the parties.

4CULTURE:



4Culture-CDA Executive Director

7/10/12

Date

CONTRACTOR:



Signature

Rebecca Olness

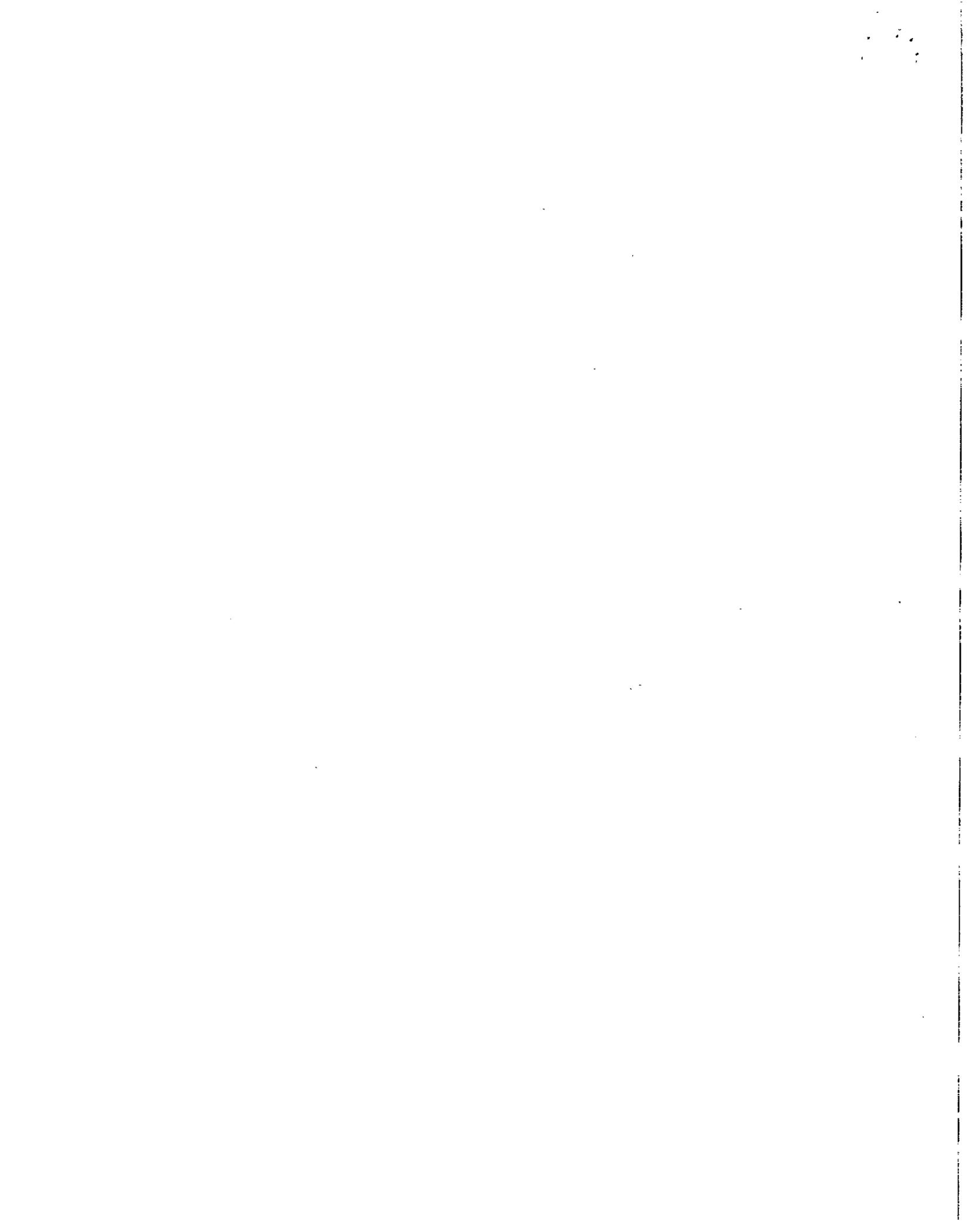
Name (Please type or print)

Mayor

Title (Please type or print)

6-12-6-21-12

Date



## City of Black Diamond

**Mailing Address**

PO Box 599  
Black Diamond  
Washington  
98010

**Shipping Address**

24301 Roberts Drive  
Black Diamond  
Washington  
98010

**Phone**

(360) 886-5700

**Fax**

(360) 886-2592

**Website**

[www.ci.blackdiamond.wa.us](http://www.ci.blackdiamond.wa.us)

**Email**

[anix@ci.blackdiamond.wa.us](mailto:anix@ci.blackdiamond.wa.us)

**King County Council District #**

9

**WA State Legislative District #**

5

**Date Incorporated**

01/20/1959

**Federal Tax ID**

91-6016204

**WA State UBI#**

601140632

**Revenue last fiscal year****Revenue 2nd to last fiscal year****Organization Director**

Parks/Cemetery Director, Mr. Aaron Nix

**Director Email**

[anix@ci.blackdiamond.wa.us](mailto:anix@ci.blackdiamond.wa.us)

**Director Phone**

(360) 886-5700

**Organization Description**

Black Diamond is a municipal corporation that maintains a population of approximately 4,250 residents.

**Mission**

To help maintain and develop our parks and National Historic Cemetery, while embracing and integrating our rich heritage.

**Project Title**

Black Diamond Cemetery Water Service Line Replacement

**Short Project Description**

The water service that feeds the cemetery was placed approximately 50 years ago and is in disrepair. The project would replace the service line and associated spigots, ensuring that maintenance crews and the general public can keep this national historic site maintained and kept up.

**Project Discipline(s)**

Preservation of Historic Place or Artifact

**Amount Requested**

\$4,103.00

**Total Project Budget**

\$5,103.00

**Venue Address**

Black Diamond National Historic Cemetery  
24431 Morgan Street  
Black Diamond  
Washington  
98010

**King County Council District #**

9

**WA State Legislative District #**

5

**Project Venue Notes or Comments**

King County Parcel #1421069059

**Contact Person**

Utility Superintendent, Mr. Daniel Dal Santo

**Contact Phone**

(360) 886-5700

**Contact Email**

ddalsanto@ci.blackdiamond.wa.us

**Project Description**

The Black Diamond National Historic Cemetery was founded in 1884, hidden by a row of trees and marked by a wooden sign erected by local scouts. The cemetery maintains approximately 1,200 graves and represents over a 120 years of area-wide history displaying cultural diversity and tragedy that existed in Black Diamond when coal mining was at its peak. Tombstones mark graves of residents who came from wales, Italy, Australia, Russia, Germany and many other countries. A civil war veteran is buried at the cemetery. The cemetery was added to the National Register of Historic Places in April of 2000. A 1/3 of a full time employee (FTE) is dedicated to maintaining the facility and is in charge of mowing, weed-whacking, headstone maintenance and keeping the grounds clean of trash and debris. Water spigots throughout the cemetery allow maintenance staff, the general public and others the ability to water plants and trees, maintain headstones and keep the area clean for anyone visiting the park. Due to the age of the current water service throughout the grounds, leaks are significant. Replacing the old steel water service (600 lineal feet) will ensure that water is conserved and not wasted due to leaks and frequent breaks in the line. This will in turn save the City money that would otherwise be dedicated to maintenance. In addition, new freeze resistant spigots will ensure that water is available throughout the year for cleaning and other uses.

**Project Impact**

Records and observation indicate that family members of past generations continue to visit the graves of family members long past. There is still strong community support in ensuring the grounds are preserved and maintained in perpetuity. Continuing to this day is a memorial service on Veterans' Day that is held annually to remember those who we have lost and who have served in the military. Veteran's graves have been identified and are marked with a United States flag by Black Diamond staff, including the Mayor on most occasions.

Because of this heavy usage, an upgraded waterline and new dispensing devices will help this historic cemetery continue on into the future.

**Relevant Expertise / Experience / Accomplishments**

As the Parks/Cemetery Director, I have extensive background and knowledge in project and grant management for a variety of different projects. I often bring these projects to completion on time and on budget. Prior to this work I served as a Park's Project Manager and a construction inspector for several large municipalities within Washington State with focus on waterline construction for these jurisdictions.

Due to a significant cost savings, we feel that our maintenance crews will be able to install this water service at a significantly reduced cost savings to the City and the granting agency if awarded the money. Our Public Works Superintendent has well over 20 years experience, working in the City of Black Diamond and is intimately familiar with the cemetery property and the problems associated with the current water service and dispensing devices. He knows specifically where this water service exists as he has spent many days on trying to keep the service up and functioning. In his opinion, "This water service is in dire need of repair as it leaks in several areas and has been spliced in several locations. As the spigots are old and aging, they need to be replaced in order for the general

public to use, as well as our service crew.

### **Project Implementation**

Our current project schedule is to begin the work in the dry part of the Summer season in either July or August this summer. We estimate, at the most, the work should take approximately 3 days to replace 600 lineal feet of water service line and 6 associated dispensing devices. We will utilize City-available crew as this will save significant resources from the extensive bidding process we would have to go through utilizing an outside contractor. Hence, why we've included only one bid. As we have a very small grant matching fund, we would be able to do this project on a re-imbursement basis, with the knowledge that these resources are already dedicated to other projects and need to be replenished prior to the ensuing fall. I will assure that immaculate notes, receipts and inspection records will be taken and will utilize any other protocol required of us by the granting agency. Due to the very tight budget estimated and mostly for parts/service, partial funding would not allow us to move forward with the project, unless other matching resources could be found.

**PRESERVATION PRIORITIES WORKSHEET**

Outline to the best of your knowledge the appropriate sequence of work required to complete a comprehensive rehabilitation of the landmark. Indicate where your current request for funding fits into that overall, big picture plan.

*Applicant Name:*

FEATURE	PROBLEM/WORK NEEDED	PRIORITY (ASSIGN A NUMBER TO EACH ONE, 1-6)
ROOF: Framing members, roofing material, chimney, flashing, gutters, cornice, eaves	No building structure associated with this project.	
FOUNDATION: Site drainage, footings, perimeter wall, posts or piers, sills	No building structure associated with this project.	
EXTERIOR SKIN: Siding, Windows, Porches, Trim, Paint, Exterior Stairs	No building structure associated with this project.	
INTERIOR: Attic, main floors, basement, ceilings, walls, flooring, staircases, windows	No building structure associated with this project.	
SYSTEMS: Electrical, plumbing, heating/cooling	Replacement of approximately 600 lineal feet of water service line and it's associated dispensing devices.	1
OTHER:	N/A	

### Project Budget: Expenditures and Income

- Total Expenses must equal total Income, including match contributions and requested 4Culture support.
- Provide a simple break-down of expenses by category.
- Cost share (match) is recommended but not required.
- Indicate specific uses of requested 4Culture support.
- See online Landmark Rehabilitation Program guidelines (<http://www.4culture.org/apply/landmarkrehab/index.htm>) for more information about eligible expenses.

Applicant Name:		INCOME	
	EXPENSES	Match (In-kind or Cash)	Requested 4Culture Support
<i>Add any sub-categories that fit your project</i>			
PLANNING (preliminary studies, cost estimates)			
N/A			
DESIGN (schematics, construction drawings, bid documents)			
N/A			
CONSTRUCTION (labor, materials)			
Redi-mix Concrete Bags	\$30.00		\$30
Ditch Witch 165 Rental	\$360.00		\$360
Sand	\$60.00		\$60
5/8-inch Crushed Rock	\$110.00		\$110
Waterline Materials (See Bid)	\$1,447.00		\$1,447
City Laborers (Based on fee schedule)	\$3,096.00	\$1,000	\$2,096
SOFT COSTS (permits, insurance, sales tax, project management - up to 15%)			
N/A			
OTHER			
N/A			
Sub-Totals:	\$5,103.00		
Grand Totals:	\$5,103	= \$1,000 + \$4,103	
	EXPENSE TOTAL	INCOME TOTAL (MATCH + 4CULTURE)	

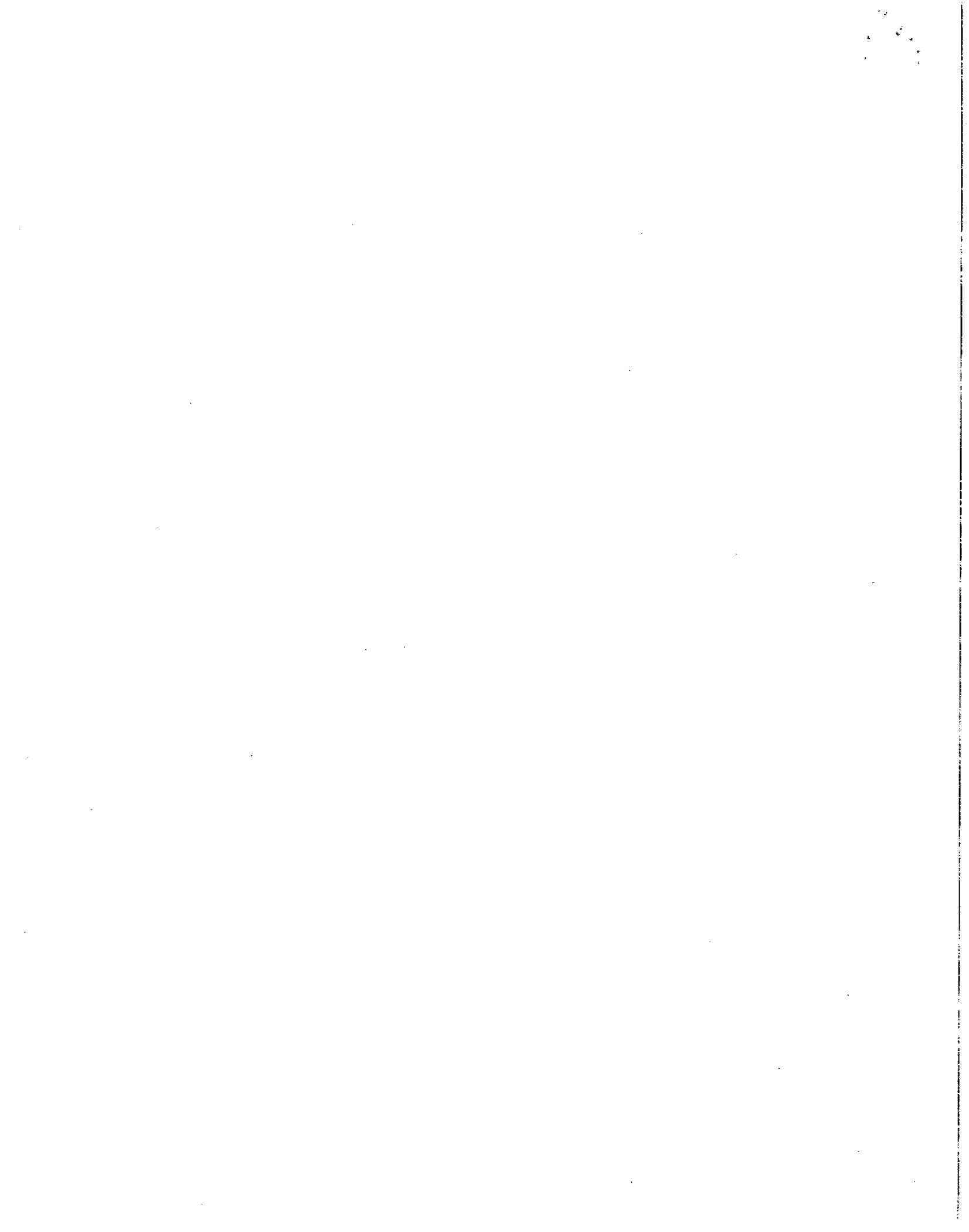
**PROJECT BUDGET NOTES**

Budget notes are valuable in explaining your project budget (previous page). If needed, please use this area to further explain your expenses and income and how you arrived at your figures.

Category/Sub-category	Note
Construction (Labor/Materials)	Materials including concrete, sand, crushed rock and waterline materials costs were based on quotes from local sources. City labor was based on a 3-person crew working for 3-days at rate of \$43.00/hour. This is subject to be less if the work can be accomplished quicker. We believe that this is likely based on the nature of this work.

## Estimate of Probable Cost

Project No.		Date	
February 28, 2012		February 28, 2012	
<b>Project Name</b>			
Cemetery Waterline Replacement			
<b>Location</b>			
Black Diamond, WA			
<b>Owner</b>			
City of Black Diamond			
<b>Estimated By:</b> Dan Dal Santo			
<b>Date:</b> February 28, 2012			
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>
	<b>SCHEDULE A</b>	<b>UNIT</b>	<b>TOTAL COST</b>
1	Redi-mix Concrete Bags	12 EA	\$2.50 \$30.00
2	Ditch Witch 165 Rental	3 DAY	\$120.00 \$360.00
3	Sand	1 TruckLoad	\$60.00 \$60.00
4	5/8-Inch Crushed Rock	1 TruckLoad	\$110.00 \$110.00
5	City Laborers (Based on set fee schedule)	72 HRS	\$43.00 \$3,096.00
6	600 LF of 1" Poly Pipe Rated @ 200 PSI Six Comp Tees (1" x 3/4") Six Frost Free Yard Hydrants Twelve 1" inserts Twelve 3/4" inserts Six 3/4" comp x 3/4" male One 3/4" male x 1" comp One Roll 12 gauge tracing wire	1 LS	\$1,447.00 \$1,447.00
<b>TOTAL</b>			<b>\$5,103.00</b>



**EXHIBIT B**  
SPECIFIC SCOPE OF WORK  
CONTRACT NO. 112385L

This Project is approved for funding of the following work elements:

Replacement of water lines and dispensing devices at Black Diamond Cemetery, to include purchase of materials and rental of necessary equipment:

- Purchase of Redi-mix concrete, truckload of sand, truckload of 5/8" crushed rock, 600 LF of 1" poly pipe, six frost-free yard hydrants, and other project-related items
- Rental of Ditch Witch 165, or other project-related equipment

The following stipulations apply:

**Design Review:**

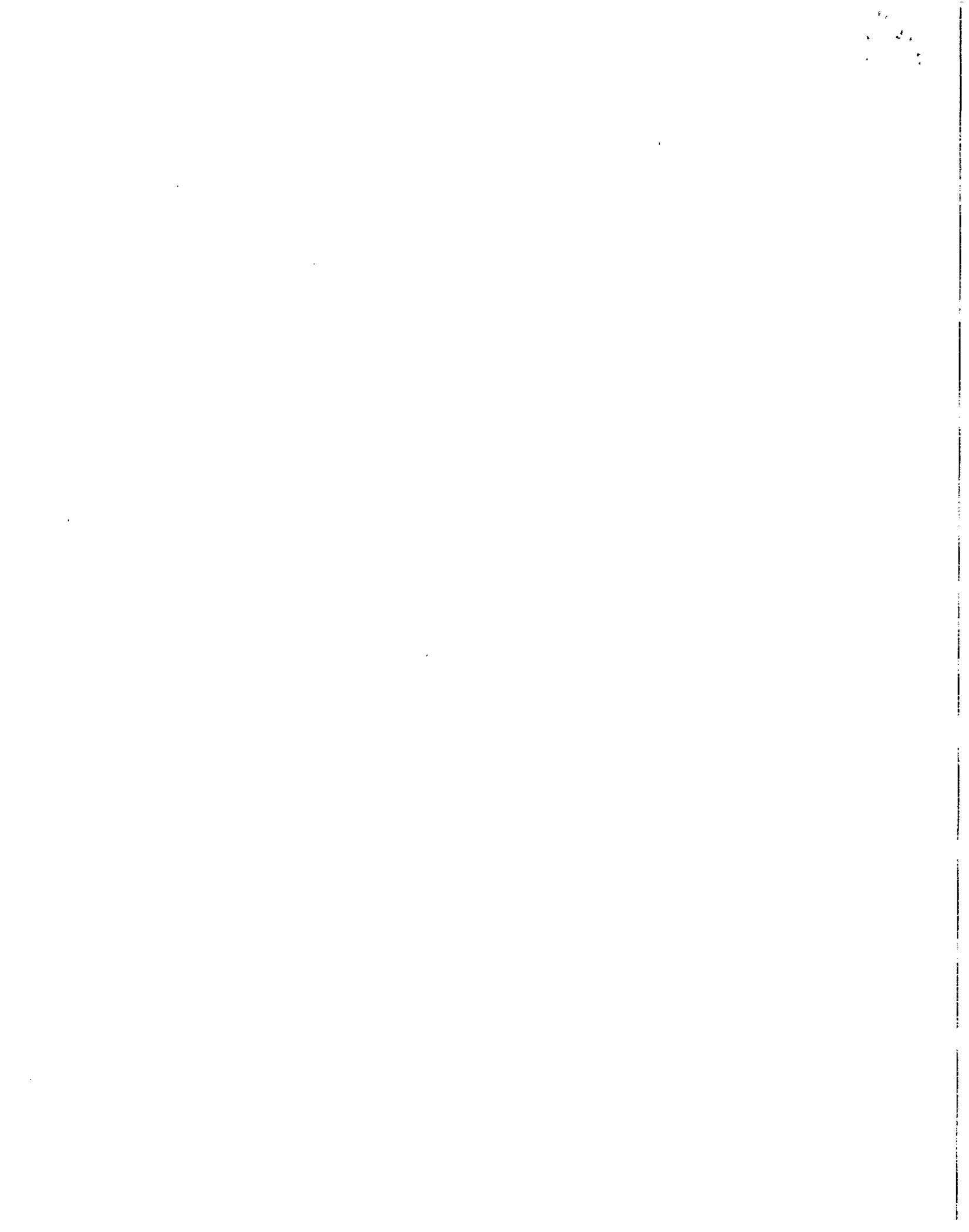
Contractor shall obtain all applicable Landmark design review approvals prior to obtaining a building permit or commencing construction.

**Construction Signage Requirement:**

During the duration of grant-funded work, Contractor will prominently display signage as provided by 4Culture in a location visible from the public right-of-way.

**Photo Documentation Requirement:**

At the conclusion of the project, Contractor shall submit at least ten (10) electronic images documenting before, during, and after conditions. Images shall be of publishable quality for use by 4Culture to promote the Landmark Rehabilitation grant program. Photos shall have captions with credits, and permission to publish.



**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Contractor shall procure, at its sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractors.

For All Coverages: Each insurance policy shall be written on an "Occurrence" form.

1. Minimum Scope of Insurance needed for this contract is as follows:

<input checked="" type="checkbox"/>	Commercial General Liability	Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project
<input type="checkbox"/>	Automobile Liability	Covering all owned and non-owned and hired automobiles – Combined Single Limit of \$1,000,000 BI & PD

2. Deductibles and Self Insured Retentions.

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to 4Culture and shall be the sole responsibility of the Contractor.

3. Other Insurance Provisions

A. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability Policies

(1) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

(2) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

(3) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(b) All Policies

(1) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this contract.

4. Acceptability of Insurers

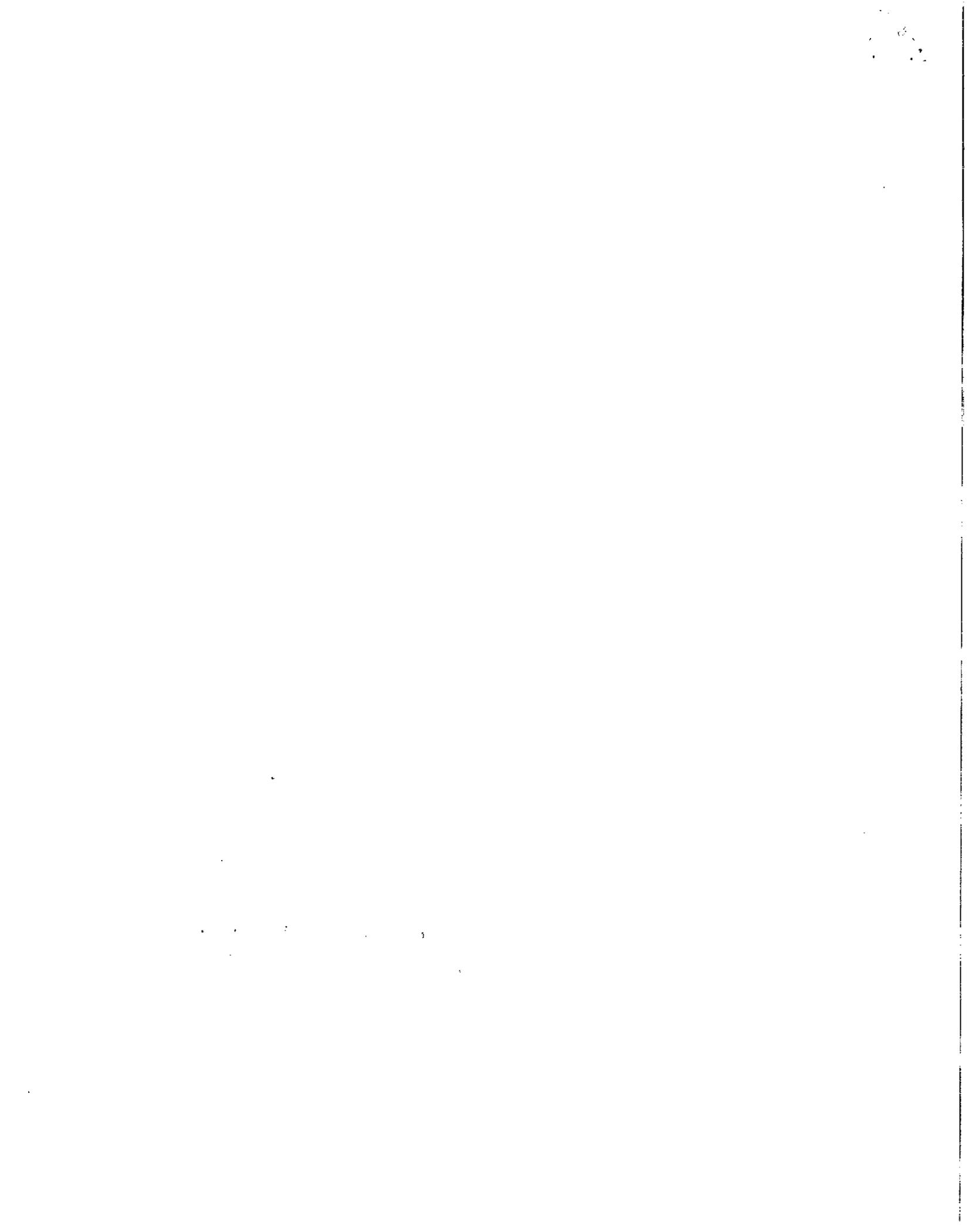
Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.

5. Verification of Coverage

4Culture reserves the right to require contractor to furnish CDA with certificate(s) of insurance evidencing compliance with all requirements set forth above, which certificate(s) shall provide that no material change, or cancellation or nonrenewal of policies referred to herein shall occur without thirty (30) days' prior written notice to CDA.







# Cities Insurance Association of Washington

## CERTIFICATE OF INSURANCE

ISSUE DATE: 06/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the MOC must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the MOC, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COVERAGE PARTICIPANTS
CANFIELD 18106 140TH AVENUE N.E. WOODINVILLE, WA 98072-6874 PHONE (425) 482-6767 FAX (425) 482-2777	<b>GENERAL LIABILITY</b> CIAW / Munich Re  <b>AUTOMOBILE LIABILITY</b> CIAW / Munich Re
INSURED	<b>PROPERTY</b> CIAW / Munich Re CIAW / Great American Insurance Company  <b>CRIME / PUBLIC EMPLOYEE DISHONESTY</b> CIAW / Munich Re
City of Black Diamond P.O. Box 599 Black Diamond, WA 98010	

### COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP  (LIABILITY IS SUBJECT TO A \$ 100,000 SIR PAYABLE FROM PROGRAM FUNDS)	CIAW111234517	09/01/2011	09/01/2012	GENERAL AGGREGATE PRODUCT-COMP/OP AGG PERSONAL & ADV. INJURY EACH OCCURRENCE ANNUAL PROGRAM AGGREGATE	\$20,000,000 \$20,000,000 \$10,000,000 \$10,000,000 \$50,000,000
<b>AUTOMOBILE LIABILITY</b>					
ANY AUTO (LIABILITY IS SUBJECT TO A \$ 100,000 SIR PAYABLE FROM PROGRAM FUNDS)	CIAW111234517	09/01/2011	09/01/2012	COMBINED SINGLE LIMIT ANNUAL PROGRAM AGGREGATE	\$10,000,000 \$50,000,000
<b>PROPERTY</b>					
(PROPERTY IS SUBJECT TO A \$ 25,000 SIR PAYABLE FROM PROGRAM FUNDS)	CIAW111234517	09/01/2011	09/01/2012	ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC ANNUAL PROGRAM AGGREGATE	\$100,000,000 \$15,000,000 \$15,000,000 NONE
<b>CRIME/PUBLIC EMPLOYEE DISHONESTY</b>					
	CIAW111234517	09/01/2011	09/01/2012	PER LOSS	\$1,000,000

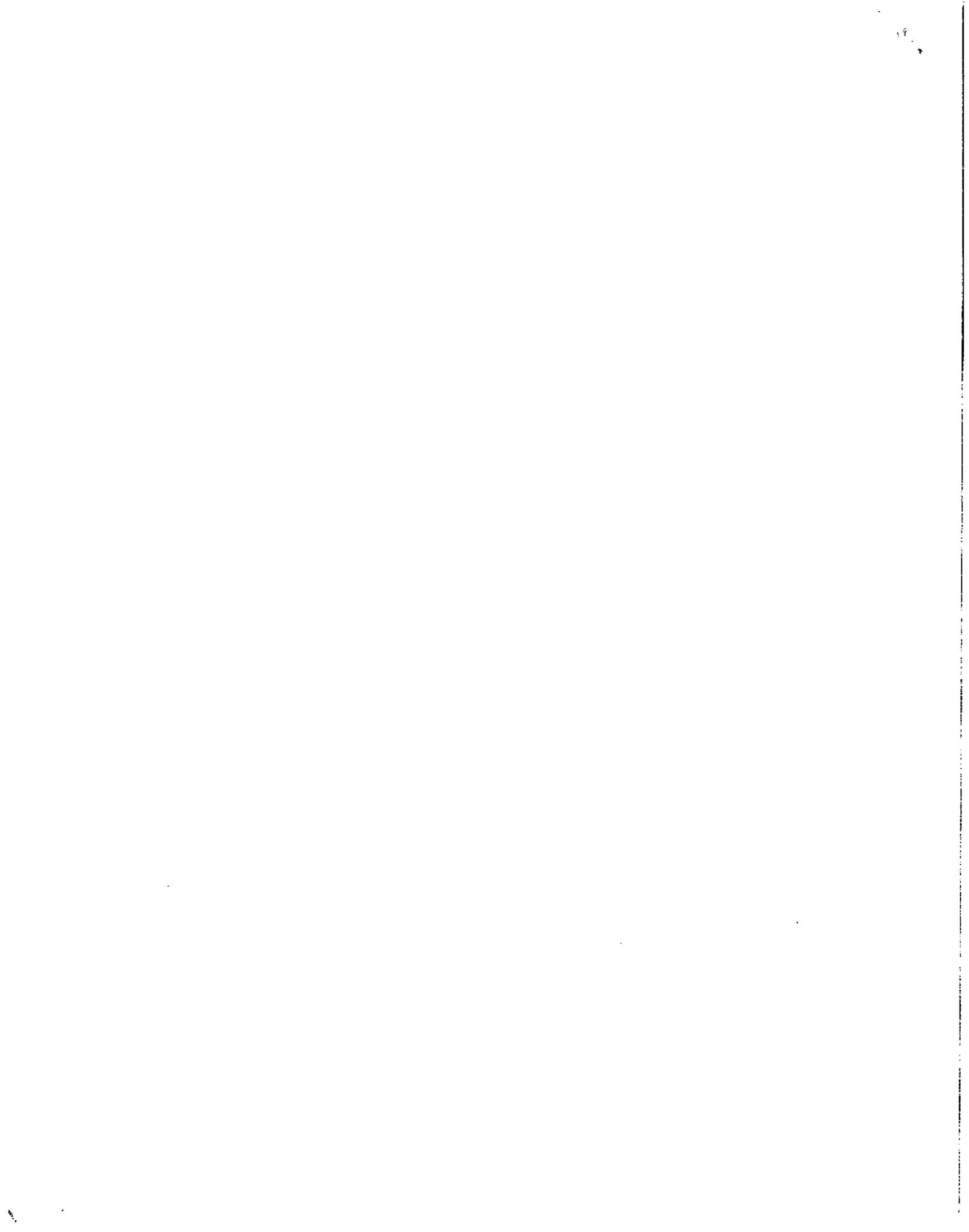
### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Grant for cemetery waterline. 4Culture, its officers, employees and agents are named as Additional Insureds only with respects to claims arising out of the negligence of the Named Insured and are subject to coverage terms, conditions and exclusions. Additional Insured endorsement is attached.

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE MOC.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
4Culture 101 Prefontaine PL S Seattle, WA 98104-2672	



## ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

### GENERAL LIABILITY COVERAGE PART

#### How Coverage is Changed

It is agreed that the interest of any Additional Insured is recognized as their interests may appear, providing the certificate of insurance that this is attached to has been issued and is on file with the **Company**.

Other terms:

All other terms of your Memorandum of Coverage remain the same.

